Magnolia Public Schools

Regular Board Meeting

Date and Time
Thursday March 24, 2022 at 6:00 PM PDT

Location
https://zoom.us/j/97856064990?pwd=MHhBZCtGT0xEMlZpNEZQZVJ3RDBPZz09
Meeting ID: 978 5606 4990 **Passcode:** 021250
One tap mobile: +16699009128,,97856064990# US (San Jose)

All members of the public can participate by calling in using the numbers provided above.

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. Members of the public who need special accommodations or translation are strongly encouraged to contact Magnolia Public Schools at least 24 hours in advance of the Board meeting so assistance can be assured.

Any public records relating to an agenda item for an open session which are distributed to all, or a majority of all, of the Board Members shall be available for public inspection. Magnolia Public Schools values public comment during Board meetings. Pursuant to AB 361 members of the public may address the Board during the Public Comment period on the day of the board meeting without the need to complete a public speaker form. We limit individual speakers to three (3) minutes and speakers with interpreters to six (6) minutes. For any questions regarding this meeting email board@magnoliapublicschools.org or call 213-628-3634 Ext. 100.

Board Members:
Ms. Sandra Covarrubias, Chair
Dr. Umit Yapanel, Vice-Chair
Dr. Salih Dikbas
Ms. Diane Gonzalez
Mr. Mekan Muhammedov

CEO & Superintendent:
Mr. Alfredo Rubalcava

Agenda

	Purpose	Presenter	Time
I. Opening Items			**6:00 PM**
Opening Items			
A. Call the Meeting to Order			1 m
B. Record Attendance and Guests			1 m
C. Approval of Agenda	Vote		1 m
D. Public Comments			5 m
E. Announcements from CEO & Superintendent and Board Members			5 m
II. Closed Session			**6:13 PM**
A. Public Announcement of Closed Session	FYI		1 m
B. Public Employee Performance Evaluation (§ 54957) - Title: CEO & Superintendent			15 m
C. Conference with Legal Counsel - Anticipated Litigation (§ 54956.9): 2 cases			35 m
D. Report Out of Closed Session	FYI		1 m
III. Information/Discussion Items			**7:05 PM**
A. Glows, Grows and Priorities Presentations • Magnolia Science Academy - Santa Ana • Magnolia Science Academy - San Diego	Discuss		30 m
IV. Action Items			**7:35 PM**
A. Approval of A-G Completion Improvement Grant Plans for MSA-1, 2, 3, 4, 5 and Santa Ana	Vote	E.Acar	10 m
B. Approval of HopSkipDrive to the Approved Vendor List	Vote	E.Acar	7 m
C. Approval of MPS E-Rate Funding Year 2022	Vote	R.Monoshev	10 m
D. Approval of Updated MPS Health and Safety Policy and Injury and Illness Prevention Program (“IIPP”) COVID-19 Addendum	Vote	D.Hajmeirza	5 m
E. Approval of Submission of Application for Charter School Facilities Program by MSA-1, 2, 5 and 7	Vote	P.Ontiveros	10 m
F. Approval to Revise Stakeholder & Development Committee Name to Educational Partners & Development Committee	Vote	Development & Stakeholder Committee	5 m

	Purpose	Presenter	Time
G. Approval of Magnolia Public Schools 2022-23 Board of Directors Handbook	Vote	Nominating/Governance Committee	5 m
V. Closing Items			**8:27 PM**
A. Adjourn Meeting	Vote		1 m

Cover Sheet

Announcements from CEO & Superintendent and Board Members

Section: I. Opening Items
Item: E. Announcements from CEO & Superintendent and Board Members
Purpose:
Submitted by:
Related Material: CEO Announcements (March 24).pdf

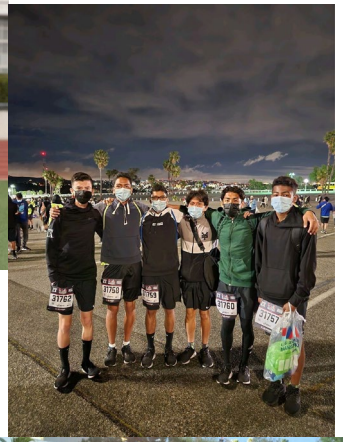
MAGNOLIA PUBLIC SCHOOLS

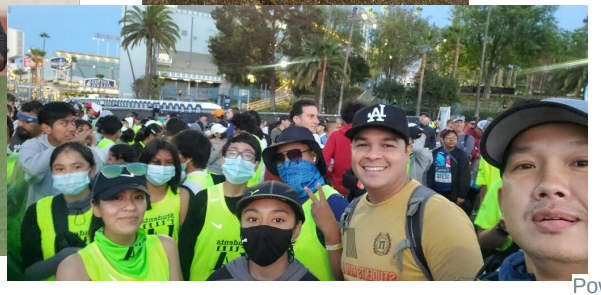
CEO Announcements

March 24, 2022

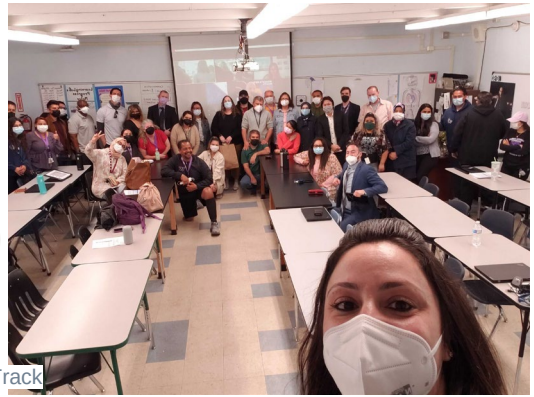
What is going on in Magnolia?

Students & staff from MSA-1, 3 & 8 running the Los Angeles Marathon!





LACOE Board Member Yvonne Chan, David Downing and Indra Ciccarelli visiting MSA-1 & 5!



MSA -2 Successful WASC Visit!

What is going on in Magnolia?

Scripps Spelling Bee! Representing MSA-7!

MSA-SD - 2nd Place in Archery Conference Championships!

Spirit Week across Magnolia – Pi Day!

Magnolia @ CCSA 2022 Conference

Cover Sheet

Glows, Grows and Priorities Presentations

Section:	III. Information/Discussion Items
Item:	A. Glows, Grows and Priorities Presentations
Purpose:	Discuss
Submitted by:	
Related Material:	MSA-Santa Ana GGP Presentation.pdf MSA-San Diego GGP Presentation.pdf

MAGNOLIA PUBLIC SCHOOLS

GLOWS, GROWS, & PRIORITIES

2021-2022

Magnolia Science Academy - San Diego

Presented by Gokhan Serce
Principal

Gokhan Serce
Principal

Megan Craig
Dean of Academics

Neil Egasani
Dean of Students

Halil Akdeniz
Dean of Culture

MISSION & VISION

Mission:

Magnolia Public Schools provides a safe and nurturing community using a whole-child approach to provide a high-quality, college preparatory STEAM educational experience in an environment that cultivates respect for self and others

Vision:

Graduates of Magnolia Public Schools commit to building a more peaceful and inclusive global society by transforming traditional ideas with creative thinking, effective communication, and the rigor of science.

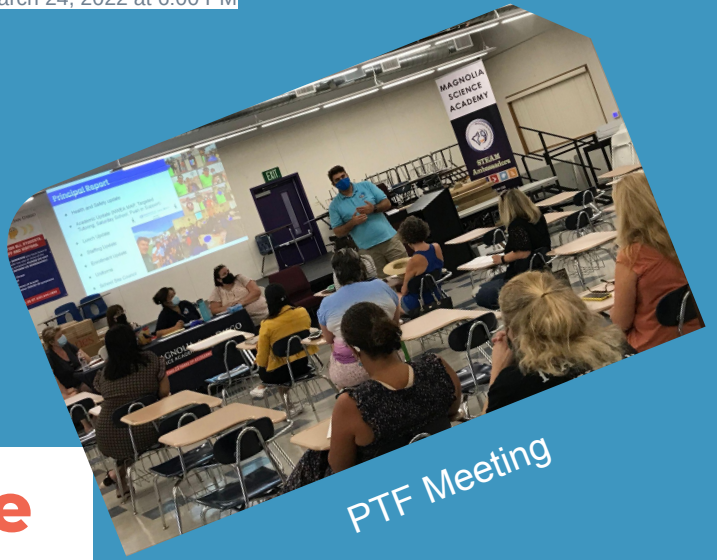
MAGNOLIA SCIENCE ACADEMY
A CALIFORNIA DISTINGUISHED SCHOOL

HIGHLIGHTS

- Striving to continue to be a California Distinguished School
- Met our Enrollment Target and On track for 2022-23 Enrollment.
- Transitioned to In-person Learning Smoothly

Welcome Back Picnic Volunteers

Crochet & Knitting Club

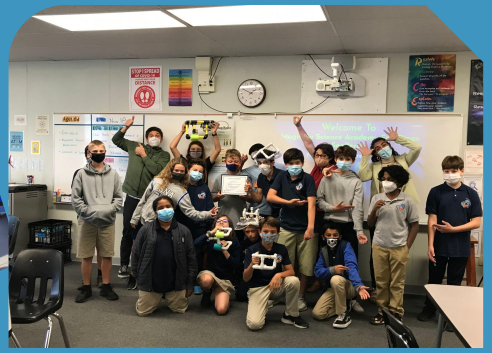


PTF Meeting

School Culture

Spelling BEE

LatinX Heritage Month



SeaPerch Gal Coast Grant

Pi Day

Archery Team

Bingo Night

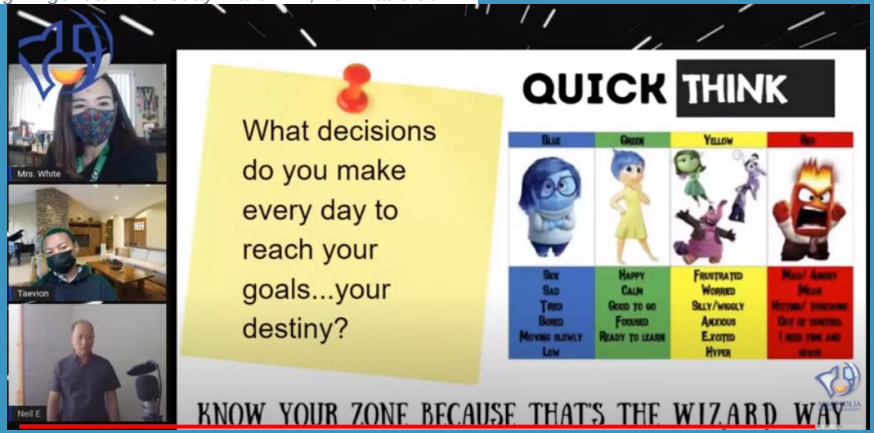
Guitar Club

School Culture

Family Thanksgiving Lunch

School Tour Q&A

VEX Robotics



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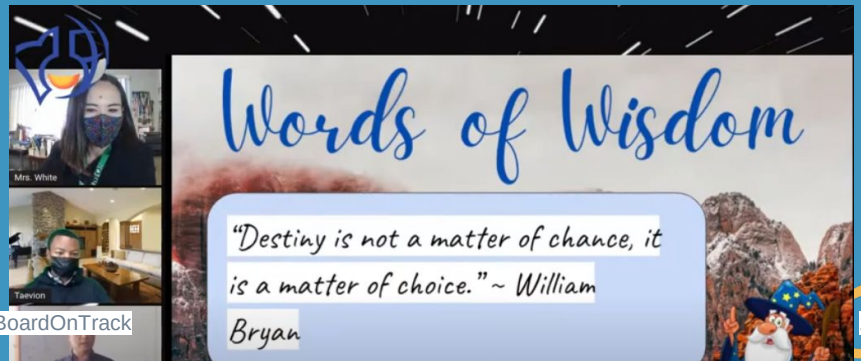
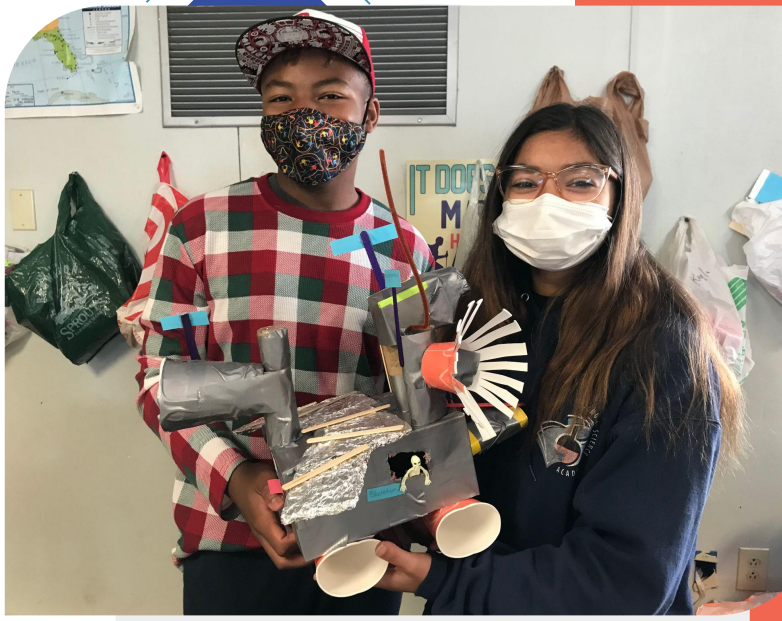


GLOWS

- Had a successful summer school with over 120 students participating.
- Transitioned to in person learning smoothly
- Held data meetings to identify students with achievement gap and providing after school and Saturday School support.
- In addition to formal/informal observations by admin, teachers and teacher leaders do peer observations and provide effective feedback
- Teachers use IAB, MAP, and formative assessment data to inform their instruction
- Students participated in Spelling Bee and AMC8
- All students participated in Celebration of Science and Celebration of Math Events
- 58.2% of students met projection for Math Fall to Winter Growth
- Fall ELA 69% met or exceeded grade level standard
- Projected proficiency from IAB data shows that 64% of students meet or exceed standard in ELA and 72% in Math
- Our Sea Perch Robotics team received a grant from Cal Coast Care Foundation
- We met our Fundraising goal to upgrade our water fountains
- Hosted monthly student assemblies
- We continue to do daily SEL activities in the morning through youtube live broadcast and weekly SEL lessons during SSR.
- Hired Full Time School Psychologist and Increased counseling services for all students.
- Offering student clubs daily
- Sending Weekly Newsletters to all of our stakeholders
- Hosting “Virtual Coffee With Principal Serce” meetings to provide updates and also to answer any parent/student/staff questions.
- Weekly Staff, Local Leadership, Grade Level and Department Meetings. Empowered local teacher leaders to increase staff participation in decision making process.
- Continued to offer parent workshops
- Hosting in person school tours for prospective families
- Archery Team started strong with 1st place in girls and 2nd place in boys at San Diego Conference Championships
- We are on track to meet our home visit goal of 15%.
- Implemented Project Peace- Peer Mediation Program
- Active Use of Kickboard, School-Wide Positive Behavior Intervention System, to recognize students for demonstrating the WIZARD Way!
- 100% of the parents are contactable on Parent Square

GROWS

- The number of students participating in after school and Saturday school Support programs are lower than expected.
- Teachers and students missed school due to Covid-19 requirements. This added more barriers for students and staff to address learning loss.
- While the COVID 19 landscape impacted our attendance, our school was able to sustain an ADA rate of over 90%
    - Aug 21 - Dec 21 94%
    - Jan 22 - Mar 22 92%
- Back to School Night, Info Meetings and SLC's are offered virtually to increase participation.
- Some of the school events offered with limited seat capacity to meet the Covid guidelines.
- 6th grade enrollment increased from 124 (2020)to 135 (2021).
- Due to many families moving out of San Diego/State the 7th and 8th grade enrollment decreased during pandemic.
- We fully renovated our student restrooms and also added touchless controls
- Although We couldn't hire our second custodian, we are working with a vendor to get the custodial support.
- SSC, PTF, ELAC Meetings held regularly.



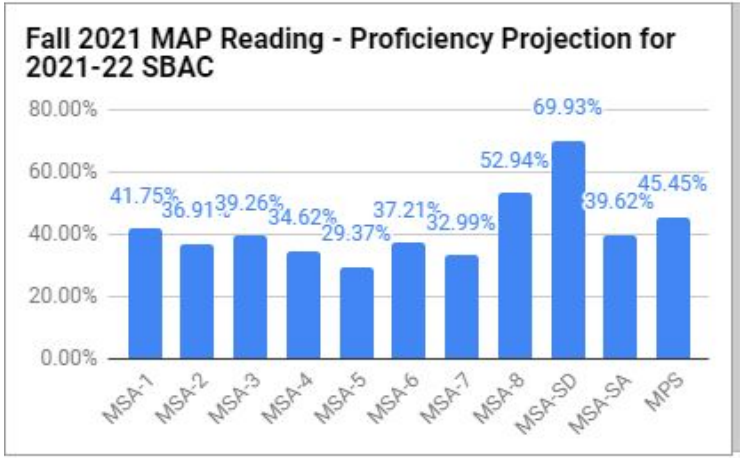
Celebration of Science

PRIORITIES

Project Peace- Peer Mediation Leaders

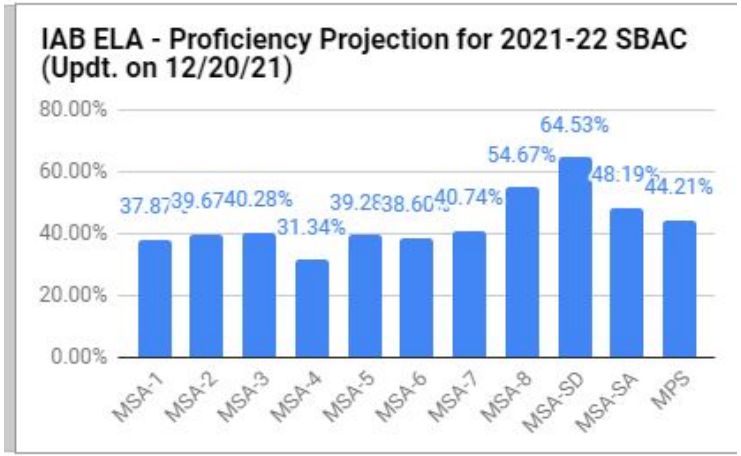
- **Student Achievement:** We are providing focused academic support during and after school to address learning loss due to Covid-19.
- **Student Support:** We continue to provide SEL and Mental Health support for staff and students.
- **Staffing:** Due to staff shortages, our Priority has been hiring an Education Specialist, 7th/8th grade PE teacher and an elective teacher.
- **Facilities:** Closing of the school project and the implementation of the Phase 3 is a priority.
- **Enrollment:** We hosted 7 informational meetings and 2 in person school tours. We are on target to meet our enrollment goal for 6th grade.
- **School Events:** Bringing back the school events that were postponed due to COVID

Data: MAP ELA 21-22



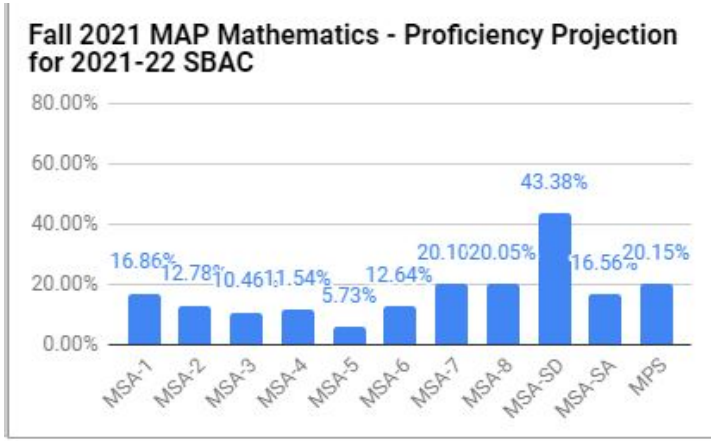
	2018-19: (All Students)	2021-22: (All Students)	Fall 2020 Proficiency Projection for 2020-21 SBAC	MAP Reading - Fall 2021				
	Baseline (CAASPP)	Target (CAASPP)	Baseline (MAP Reading)	Student Count	Level 3 and 4 Projection	Level 3 and 4 Projection for 2021-22 SBAC	Exceeded Target by	On Target?
MSA-1	45.06%	46.00%	39.36%	412	172	41.75%	-4.25%	P
MSA-2	41.81%	44.00%	40.75%	317	117	36.91%	-7.09%	N
MSA-3	35.67%	36.00%	35.51%	163	64	39.26%	3.26%	Y
MSA-4	27.12%	35.00%	34.62%	26	9	34.62%	-0.38%	Y
MSA-5	46.96%	48.00%	31.33%	143	42	29.37%	-18.63%	N
MSA-6	46.26%	48.00%	37.33%	86	32	37.21%	-10.79%	N
MSA-7	44.54%	48.00%	40.23%	197	65	32.99%	-15.01%	N
MSA-8	43.07%	45.00%	47.43%	374	198	52.94%	7.94%	Y
MSA-SD	69.31%	70.00%	72.32%	409	286	69.93%	-0.07%	Y
MSA-SA	34.23%	35.00%	44.64%	313	124	39.62%	4.62%	Y
MPS	44.70%	50.00%	45.62%	2,440	1,109	45.45%	-4.55%	P

Data: IAB ELA 21-22



	2018-19: (All Students)	2021-22: (All Students)	IAB ELA Level 3 and 4 Projection (12/20/21)	IAB ELA Level 3 and 4 Projection (4/8/22)				
	Baseline (CAASPP)	Target (CAASPP)	Progress	Progress	Progress	Progress	Exceeded Target by	On Target?
MSA-1	45.06%	46.00%	37.87%				-8.13%	P
MSA-2	41.81%	44.00%	39.67%				-4.33%	P
MSA-3	35.67%	36.00%	40.28%				4.28%	Y
MSA-4	27.12%	35.00%	31.34%				-3.66%	P
MSA-5	46.96%	48.00%	39.28%				-8.72%	P
MSA-6	46.26%	48.00%	38.60%				-9.40%	P
MSA-7	44.54%	48.00%	40.74%				-7.26%	P
MSA-8	43.07%	45.00%	54.67%				9.67%	Y
MSA-SD	69.31%	70.00%	64.53%				-5.47%	P
MSA-SA	34.23%	35.00%	48.19%				13.19%	Y
MPS	44.70%	50.00%	44.21%				-5.79%	P

Data: MAP Math 21-22



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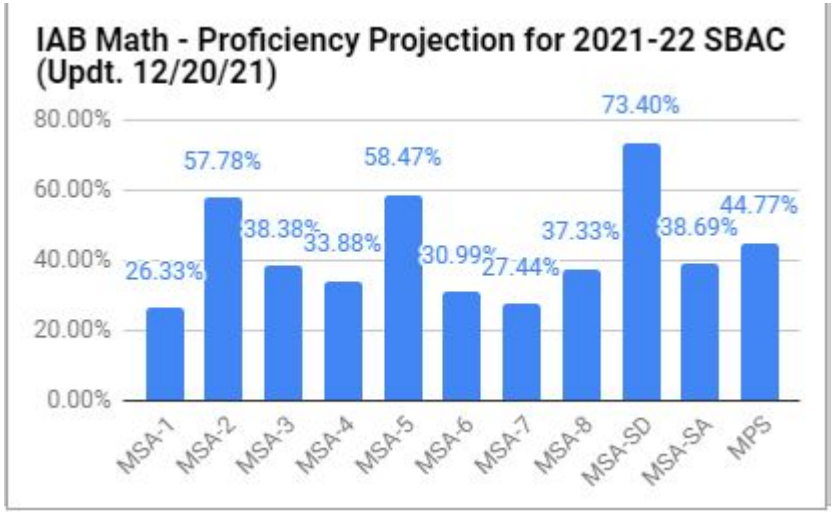
MSA-1	30.13%	31.00%	18.37%	427	72	16.86%	-14.14%	N
MSA-2	27.87%	31.00%	23.47%	313	40	12.78%	-18.22%	N
MSA-3	17.37%	20.00%	14.85%	153	16	10.46%	-9.54%	N
MSA-4	8.47%	11.00%	8.33%	26	3	11.54%	0.54%	Y
MSA-5	38.67%	39.00%	16.57%	157	9	5.73%	-33.27%	N
MSA-6	38.36%	39.00%	15.54%	87	11	12.64%	-26.36%	N
MSA-7	32.14%	35.00%	37.43%	194	39	20.10%	-14.90%	N
MSA-8	23.86%	26.00%	27.12%	374	75	20.05%	-5.95%	N
MSA-SD	60.62%	61.00%	52.31%	408	177	43.38%	-17.62%	N
MSA-SA	28.61%	29.00%	27.19%	308	51	16.56%	-12.44%	N
MPS	32.13%	35.00%	27.37%	2,447	493	20.15%	-14.85%	N

Data: IAB Math 21-22



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MSA-2	27.87%	31.00%	57.78%				26.78%	Y
MSA-3	17.37%	20.00%	38.38%				18.38%	Y
MSA-4	8.47%	11.00%	33.88%				22.88%	Y
MSA-5	38.67%	39.00%	58.47%				19.47%	Y
MSA-6	38.36%	39.00%	30.99%				-8.01%	P
MSA-7	32.14%	35.00%	27.44%				-7.56%	P
MSA-8	23.86%	26.00%	37.33%				11.33%	Y
MSA-SD	60.62%	61.00%	73.40%				12.40%	Y
MSA-SA	28.61%	29.00%	38.69%				9.69%	Y
MPS	32.13%	35.00%	44.77%				9.77%	Y

Thank You!

MAGNOLIA SCIENCE ACADEMY | SAN DIEGO

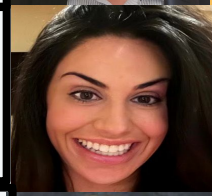
MAGNOLIA SCIENCE ACADEMY SANTA ANA

GLOWS, GROWS, & PRIORITIES

2021-2022

Site Director/Secondary Principal:Steven Keskinturk

Elementary Principal: Maria Rowell



Dean of Academics Secondary: Cobi Luciani

Dean of Academics Secondary: Melik Sayin

Dean of Students Secondary: Curtiss Philipsen

Glows

Academics:

- Improved MyOn with monthly follow ups to help increase student lexile growth
- Teachers used IAB data and MAP data to inform their instruction
- Increased College related events and communications
- Provided high number of AP courses (8)
- Continued Dual Enrollment Program with Santa Ana College
- Continued to hold data driven meetings with teachers
- Improving student engagement and assignment completion by implementing the PBIS.
- College Counselor conducted Individual meetings to increase college readiness.
- Increase efficiency of small group interventions with stronger after school program and Saturday School

Finance:

- Properly used LLM Funds

Accountability

- Received WASC Accreditation Renewal for 3 more years
- Submitted SPSA Successfully

School Climate/Culture

- A strong Student Government (Secondary) and Student Council (ElementEstablishedary)
- Organized multiple Assemblies and Spirit Weeks with a collaborative effort by teachers, students, and school administration
- Implemented PBIS and strategized close follow up with student behavior concerns
- Used Social Emotional Learning (SEL) curriculum in SSR/Advisory classes
- Maintained daily student attendance of 95% and above
- Improved truancy issues by consistently communicating with parents
- Increased satisfaction rates in SEL surveys by all stakeholders (teachers, students, and parents)
- Began CIF sports as a positive school culture

Operations:

- Improved organizational chart

Facilities:

- Compliant with COVID regulations
- Improved school safety with covering windows and repairing the entrance gate

Powered by BoardOnTrack

Parent and Community Communication:

- Communicated frequently with all stakeholders by using tools (ParentSquare) and the weekly newsletter, The Hook.
- Engaged parents and community with holding School Site Council and other meetings
- Continued support from Congressman Lou Correa's office member as a community member to our School Site Council
- Improved community involvement with building several partnerships with local organizations
- Applied to the CA Community Schools Partnership Program grant
- Increased social media usage
- Ran several successful Fundraising Campaigns

Staff Support:

- Admin maintained an open door policy with all staff members
- Completed formal observations to give immediate feedback to teachers by using Teachboost
- Use of peer observations for positive feedback
- Professional development through

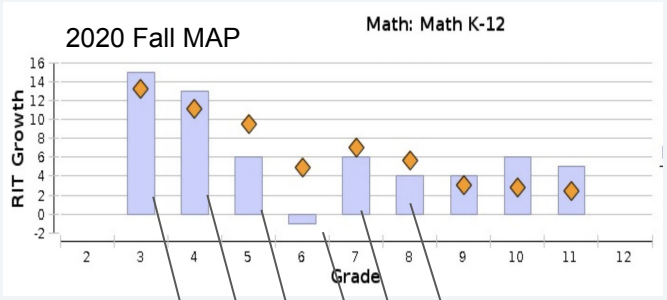
Grows

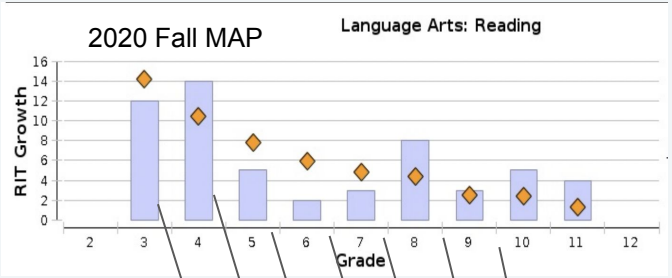
MSA-SA's Girls Varsity Volleyball team is ready for the win!

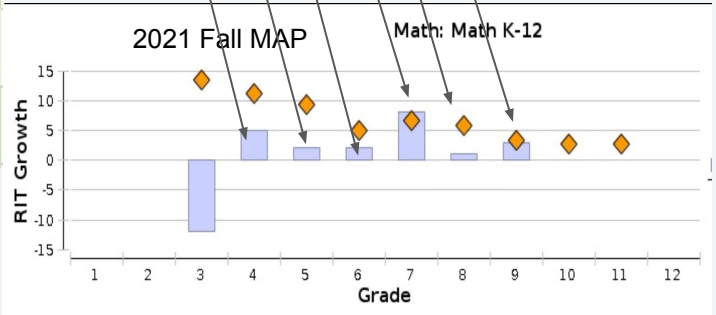
- MSA-Santa Ana receives a $15,000 grant from the DICK'S Sporting Goods Foundation to help with sports supplies like basketball hoops, volleyball equipment, uniforms, and more!
- Improving the campus to become more competitive in CIF Sports
- Increasing number of home visits
- Maintaining outside facilities such as adding astroturf, a mini soccer pitch, and a shade structure over the lunch area.
- Expanding our facility through the Salvation Army such as fields.
- Improving Saturday School every Saturday by providing additional support with focused intervention.
- Planning more off-site fun activities with our staff.
- Continuing our partnership with Santa Ana College for Dual-Enrollment classes to be held on our campus
- Planning more fun lunchtime activities for good students
- Being more diligent on checking lesson plans and teachers' grades in Infinite Campus

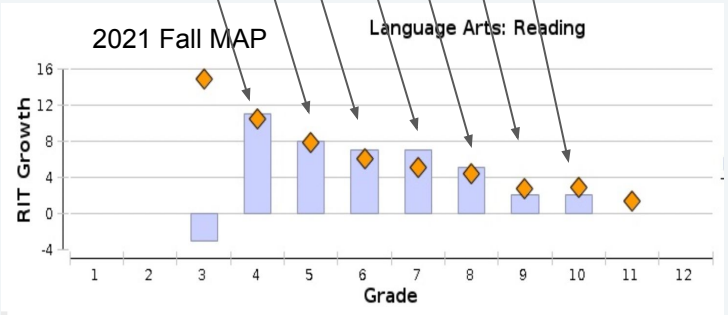
DATA (MAP)

MAP Growth FALL 2020-FALL 2021	MATH	READING
OVERALL	34.2%	52.2%
ELL	36.7%	49.0%
FRL	32.5%	55.0%
SPED	34.5%	41.1%









DATA (ixl)

SCHOOL ACHIEVEMENT

School achievement summary ›

DATA (MyON)

534 Number of Students	**19.9k** Books	**609k** Pages	**386k** Minutes Read
15% Days With Reading	**34.7** AVG Pages per Week (per Student)	**22.0** AVG Minutes per Week (per Student)	**608L** AVG Lexile

Priorities

Elementary TOSA during an MPS PD.

Academics:
Providing a rigorous Tk-12 curriculum and vertical alignment of standards.

Parent and Community Communication:
Focus on more resources for parent capacity building.
Maintaining community partnerships.

School Climate/Culture:
Supporting Staff and all Stakeholders with Mental Health and Wellness.

Facilities:
Improving the campus to become more competitive in CIF Sports.

Highlights

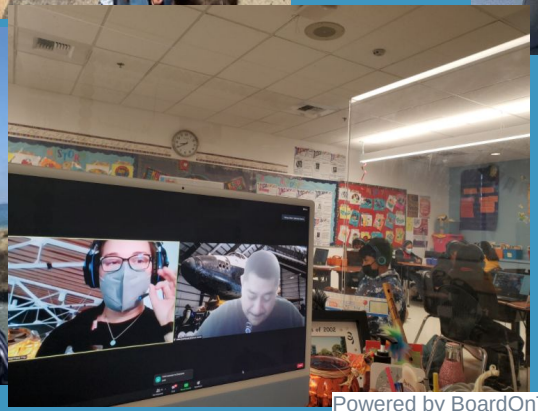
“Mr. Steven Keskinturk was recognized by President Joe Biden for all his work during the pandemic and helping to bring food and resources during the pandemic and was given “The President’s Volunteer Service Award.

Mrs. Maria Rowell was recognized by Congressman Lou Correa as “Woman of the Year 2021” for her academic achievements and mental health support to all of our educational parenters.”

MSASA Pirates in ACTION!

Field Trips

Elementary



Secondary

Pirates On the Go

Elementary

Secondary

Pirate Athletes

Elementary

Secondary

Assemblies

Elementary

Secondary

In the Community

Cover Sheet

Approval of A-G Completion Improvement Grant Plans for MSA-1, 2, 3, 4, 5 and Santa Ana

Section: IV. Action Items
Item: A. Approval of A-G Completion Improvement Grant Plans for MSA-1, 2, 3, 4, 5 and Santa Ana
Purpose: Vote
Submitted by:
Related Material:
A-G Completion Improvement Grant Plans for MSA 1, 2, 3, 4, 5, and SA.pdf

Board Agenda Item #	IV A: Action Item
Date:	March 24, 2022
To:	Magnolia Public Schools - Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Erdinc Acar, Chief Academic Officer & William Gray, College and Career Readiness and TOSA Coordinator
RE:	A-G Completion Improvement Grant Plans for MSA 1, 2, 3, 4, 5, and SA

Proposed Board Recommendation

Staff recommends that the MPS Board of Directors approves the A-G Completion Improvement Grant Plans for Magnolia Science Academies 1, 2, 3, 4, 5 and Santa Ana.

Background

The A–G Completion Improvement Grant Program is hereby established by Assembly Bill 130, Article 9 added by Stats 2021, Ch.44, Sec. 24, for the purpose of providing additional supports to Local Educational Agencies (LEA) to help increase the number of California high school pupils, particularly unduplicated pupils, who graduate from high school with A–G eligibility i.e. successfully completing A-G course requirements with a "C" or better.

A–G Success Grant: Allocates one hundred million dollars ($100,000,000), as defined in EC sections 41590. In an equal amount for every unduplicated pupil enrolled in grades 9 to 12, inclusive, as reported in the CALPADS for the 2020–21 fiscal year Fall 1 Submission to each LEA that is identified by the department pursuant to subdivision (h) have an overall A–G completion rate of 67 percent or higher.

The A–G Completion Improvement Grant Program requires LEAs report to the State Superintendent of Public Instruction (SSPI) on or before December 31, 2023, on how they are measuring the impact of the funds received under this section on their A–G completion rate, as identified within their plan, and the outcomes based on those measurements. In addition, the grant recipient shall report to the SSPI on or before August 31, 2026, on final outcomes that measure the impact of the funds received under this section on their A–G completion rate.

Budget Impact

Schools MSA 1, 2, 3, 4, 5, and SA will be receiving additional funding of approximately $1.13 million. These revenues were not incorporated into the MPS Second Interim Report as the final funding amounts had not yet been made available at that time.

Attachment

A-G Completion Improvement Grant Plans for MSA 1, 2, 3, 4, 5, and Santa Ana

A-G Completion Improvement Grant Plan

"The A-G Completion Improvement Grant Program is hereby established for the purpose of providing additional supports to local educational agencies to help increase the number of California high school pupils, particularly unduplicated pupils, who graduate from high school with A-G eligibility." Cal. Ed. Code § 41590

<table>
<tr><td>LEA Name</td><td colspan="3">Contact Information</td></tr>
<tr><td>Magnolia Science Academy-1</td><td colspan="2">Name: Brad Plonka</td><td>Email:
bplonka@magnoliapublicschools.org
Phone: 818-609-0507</td></tr>
<tr><td rowspan="4">2020-2021 A-G Completion Rate
(Graduates Meeting UC/CSU Requirements)</td><td rowspan="4">87.5%</td><td colspan="2">Allocation (Check One:)</td><td rowspan="3">Learning Loss Mitigation Allocation
$75,000</td></tr>
<tr><td></td><td>Access Grant</td></tr>
<tr><td>X</td><td>Success Grant</td></tr>
<tr><td colspan="2">Allocation Amount
$207,094</td><td>Allocation Amount
$75,000</td></tr>
</table>

Describing how the funds received under this section will increase or improve services for unduplicated pupils to improve A-G eligibility.
Funds received will improve A-G eligibility by providing students the resources, courses, and assistance needed to succeed academically. Currently, students do not have the space or resources to complete homework, projects, etc. A portion of the funds will be dedicated to creating a College and Career Readiness Center where students could receive assistance from the college counselors, access computers and printers to submit assignments, and participate in credit recovery courses. In this resource center, a credentialed teacher will be available during school hours to ensure students could complete APEX or other online courses. Additionally, we will be using these funds to add an A-G approved ELD course and provide the teacher with PDs and a curriculum to assist our EL students who need to complete their four years of English. Through this grant, we will be increasing the college trips that students could participate in and will be able to pay for the materials needed for Dual Enrollment college courses, such as textbooks and access codes.
Number of pupils identified for opportunities to retake courses pursuant to Cal. Ed. Code § 41590 paragraph (2) of subdivision (e)
54 students, not including any current 9th graders or any students who may fail a course this year.

Describe how the plan and described services supplement, and do not supplant, those services identified in the school district's local control and accountability plan. Include goal(s) and action(s) from LCAP that will be supplemented.
Goal 1, Action 2: Five desktop computers will be purchased and kept in the College and Career Readiness Center. They will be available for use for any student completing work, research, projects, etc. These desktop computers will supplement the chromebooks available to students in their classrooms. One commercial-sized printer (ink will be scheduled to order when needed) will be purchased/rented and kept in the College and Career Readiness Center. The printer will be accessible to students who need to print essays, projects, etc. Many students failing A-G courses have multiple missing assignments, many times it is attributed to not having access to a printer. Students leave their classroom during instructional time to print their assignments using the main office printers. This causes a disruption to the office staff and student instructional time. Goal 3, Action 5: Funds will be allotted for university campus exploration! These specific tours will expose students to college campuses outside of greater Los Angeles. These trips will be supplemental to Goal 3, Action 5 field trip expenses because they include overnight trips.
Describe the extent to which all pupils within the local educational agency, particularly unduplicated pupils, will have access to A-G courses approved by the University of California.
Each student is scheduled to take all required A-G courses within their four years of high school since our MPS high school graduation requirements exceed the A-G requirements. When a student fails a course they are enrolled in the course over the summer, through APEX, or the following academic year either through APEX or in person - if their schedule allows. A-G approved courses will also be available through the Dual Enrollment program, this grant will allow us to buy materials students will need to take those courses.

A-G Access Grants and A-G Success Grants shall be used for activities that directly support pupil access to, and successful completion of, the A-G course requirements. The Legislature encourages local educational agencies to direct A-G Success Grant funds towards pupils in danger of not achieving a grade of "C" or better in A-G courses. Cal. Ed. Code § 41590. *Eligible activities may include, but are not limited to, any of the following*:

Input allocated amounts for any applicable activities. Add any additional activities and the allocation as needed.	**Planned Expenditure**
Providing teachers, administrators, and counselors with professional development opportunities to improve the local educational agency's A-G completion rate.	25,000
Developing comprehensive advising plans and pupil supports, including tutoring programs, to improve the local educational agency's A-G completion rate.	

A-G Access Grants and A-G Success Grants shall be used for activities that directly support pupil access to, and successful completion of, the A-G course requirements. The Legislature encourages local educational agencies to direct A-G Success Grant funds towards pupils in danger of not achieving a grade of "C" or better in A-G courses. Cal. Ed. Code § 41590. *Eligible activities may include, but are not limited to, any of the following*:	
Input allocated amounts for any applicable activities. **Add any additional activities and the allocation as needed.**	**Planned Expenditure**
Expanding access to coursework or other opportunities to satisfy A-G course requirements to all pupils, including, but not necessarily limited to, unduplicated pupils. These opportunities may include, but shall not be limited to, **course development**, **course review**, **incorporating A-G course requirements into the local educational agency's graduation requirements,** and **new or expanded partnerships with other secondary or postsecondary educational institutions.**	50,000
Advanced Placement and International Baccalaureate fees for unduplicated pupils.	20,000
Purchasing of dual enrollment course materials. Developing an Advanced ELD Class in addition to Beginning ELD class. Funds will go through curriculum development and PD for the teachers. Purchase of college advisory curriculum to increase A-G awareness and success for all educational partners. College & Career Readiness Center College Visits	112,094

A-G Learning Loss Mitigation Grants	
Input allocated amounts for any applicable activities **Add any additional activities and the allocations, as needed.**	**Planned Expenditure**
Credit recovery for pupils who receive a grade of "D," "F," or "Fail" in an A-G approved course in the spring semester of 2020 or the 2020-21 school year to retake those A-G courses.	25,000
Credit recovery opportunities to all pupils to ensure pupils are able to graduate high school on time.	50,000

A-G Completion Improvement Grant Plan

"The A-G Completion Improvement Grant Program is hereby established for the purpose of providing additional supports to local educational agencies to help increase the number of California high school pupils, particularly unduplicated pupils, who graduate from high school with A-G eligibility." Cal. Ed. Code § 41590

<table>
<tr><td>LEA Name</td><td colspan="4">Contact Information</td></tr>
<tr><td>Magnolia Science Academy 2</td><td colspan="2">Name: David Garner</td><td colspan="2">Email:
dgarner@magnoliapublicschools.org
Phone: 818-758-0300</td></tr>
<tr><td rowspan="4">2020-2021 A-G Completion Rate
(Graduates Meeting UC/CSU Requirements)</td><td rowspan="4">92.30%</td><td colspan="2">Allocation (Check One:)</td><td rowspan="3">Learning Loss Mitigation Allocation
$75,000.00</td></tr>
<tr><td></td><td>Access Grant</td></tr>
<tr><td>X</td><td>Success Grant</td></tr>
<tr><td colspan="2">Allocation Amount
$107,832.00</td><td>Allocation Amount
$75,000.00</td></tr>
</table>

Describing how the funds received under this section will increase or improve services for unduplicated pupils to improve A-G eligibility.
MSA-2 will provide credit recovery opportunities to retake any failed A-G courses through online programs such as Edgenuity and APEX during winter camp and summer school. EL and SPED students as well as any student who is identified to be in need will have additional support that will guide and follow their progress through extended day options such as after school and Saturday school. MSA-2 will also support teachers to prepare them to teach more A-G approved courses in different categories, including science and elective classes. Teachers will also be provided with additional opportunities to attend professional development workshops including AP workshops. To be college prepared, MSA-2 will host college classes in collaboration with nearby community colleges.
Number of pupils identified for opportunities to retake courses pursuant to Cal. Ed. Code § 41590 paragraph (2) of subdivision (e)
Describe how the plan and described services supplement, and do not supplant, those services identified in the school district's local control and accountability plan. Include goal(s) and action(s) from LCAP that will be supplemented.
Providing credit recovery opportunities through additional support, extended day and calendar opportunities, such as Saturday school, after school, and summer school supplements the existing funding allocated for 2021-22 LCAP Goal 2, Action 3 related to enrichment, intervention, and student support.

The professional development action related to AP courses and additional A-G approved courses in the plan supplements the existing funding allocated for 2021-22 LCAP Goal 2, Action 2 related to professional development. The planned expenditure for dual enrollment opportunities and campus visits will supplement the existing funding allocated for 2021-22 LCAP Goal 3, Action 1 related to college readiness programs and activities.
Describe the extent to which all pupils within the local educational agency, particularly unduplicated pupils, will have access to A-G courses approved by the University of California.
In addition to fulfilling A-G to unduplicated pupils, we will also extend the above mentioned services to other students.

A-G Access Grants and A-G Success Grants shall be used for activities that directly support pupil access to, and successful completion of, the A-G course requirements. The Legislature encourages local educational agencies to direct A-G Success Grant funds towards pupils in danger of not achieving a grade of "C" or better in A-G courses. Cal. Ed. Code § 41590. *Eligible activities may include, but are not limited to, any of the following*:	
Input allocated amounts for any applicable activities. **Add any additional activities and the allocation as needed.**	**Planned Expenditure**
Providing teachers, administrators, and counselors with professional development opportunities to improve the local educational agency's A-G completion rate.	$13,000.00
Developing comprehensive advising plans and pupil supports, including tutoring programs, to improve the local educational agency's A-G completion rate.	$27,000.00
Expanding access to coursework or other opportunities to satisfy A-G course requirements to all pupils, including, but not necessarily limited to, unduplicated pupils. These opportunities may include, but shall not be limited to, **course development**, **course review**, **incorporating A-G course requirements into the local educational agency's graduation requirements,** and **new or expanded partnerships with other secondary or postsecondary educational institutions.**	$65,000.00
Advanced Placement and International Baccalaureate fees for unduplicated pupils.	$2,000.00

A-G Learning Loss Mitigation Grants	
Input allocated amounts for any applicable activities **Add any additional activities and the allocations, as needed.**	**Planned Expenditure**
Credit recovery for pupils who receive a grade of "D," "F," or "Fail" in an A-G approved course in the spring semester of 2020 or the 2020-21 school year to retake those A-G courses.	$9,000.00

Credit recovery opportunities to all pupils to ensure pupils are able to graduate high school on time.	$66,000.00

A-G Completion Improvement Grant Plan

"The A-G Completion Improvement Grant Program is hereby established for the purpose of providing additional supports to local educational agencies to help increase the number of California high school pupils, particularly unduplicated pupils, who graduate from high school with A-G eligibility." Cal. Ed. Code § 41590

<table>
<tr><td>LEA Name</td><td colspan="4">Contact Information</td></tr>
<tr><td>Magnolia Science Academy-3</td><td colspan="2">Name: Zekeriya Ocel</td><td colspan="2">Email: zocel@magnoliapublicschools.org
Phone: 310-637-3806</td></tr>
<tr><td rowspan="4">2020-2021 A-G Completion Rate
(Graduates Meeting UC/CSU Requirements)</td><td rowspan="4">97%</td><td colspan="2">Allocation (Check One:)</td><td rowspan="3">Learning Loss Mitigation Allocation
$75,000</td></tr>
<tr><td></td><td>Access Grant</td></tr>
<tr><td>X</td><td>Success Grant</td></tr>
<tr><td colspan="2">Allocation Amount
$115,687</td><td>Allocation Amount
$75,000</td></tr>
</table>

Describing how the funds received under this section will increase or improve services for unduplicated pupils to improve A-G eligibility.
These funds will be used for the following actions: 1. To renew Odysseyware licenses which is used by our College Counselor for Credit Recovery courses. This allows students to recover credits during elective periods that can fit into their schedule without affecting other scheduled core and AP courses. Odysseyware offers online lessons, projects, assessments that are self-paced and allows for our students to learn/review missed content. 2. To provide a stipend to a teacher who will offer an after school study hour session dedicated to students who need to complete credit recovery. This will allow students additional designated time to work through Odysseyware lessons with a teacher present for greater support, accountability, and motivation then working independently. 3. To provide Summer School pay to a teacher as well as a Special Education resource teacher to offer students Credit Recovery opportunities over the summer session. The Special Education resource teacher will be grouped with students with disabilities who may have Fs or even Ds on their transcripts and needing smaller group support to work through Odysseyware lessons.

4. To provide Summer School pay to teachers to offer Pre-AP summer camp for courses such as AP Lang, AP US History, AP Stats. This will allow teachers to introduce interested students to the curriculum ahead of time and teachers can stay on track with AP pacing to cover all material needed for students to be successful on Spring AP exams. 5. To fund AP exam fees for students to be encouraged to take these rigorous A-G courses and not be hindered from taking the exam due to the high costs. 6. To fund a stipend to a teacher who will facilitate a Parent Academy to review College pathways and resources.
Number of pupils identified for opportunities to retake courses pursuant to Cal. Ed. Code § 41590 paragraph (2) of subdivision (e)
Number of pupils identified needing credit recovery: 62 students
Describe how the plan and described services supplement, and do not supplant, those services identified in the school district's local control and accountability plan. Include goal(s) and action(s) from LCAP that will be supplemented.
(Numbers aligned to plan listed above.) Action 1 - Supplements the existing funding allocated for 2021-22 LCAP Goal 2, Action 3 related to MTSS - Academic enrichment, intervention, and student support. Action 2 - Supplements the existing funding allocated for 2021-22 LCAP Goal 2, Action 3 related to MTSS - Academic enrichment, intervention, and student support. Action 3 - Supplements the existing funding allocated for 2021-22 LCAP Goal 2, Action 3 related to MTSS - Academic enrichment, intervention, and student support. Action 4 - Supplements the existing funding allocated for 2021-22 LCAP Goal 2, Action 3 related to MTSS - Academic enrichment, intervention, and student support. Action 5 - Supplements the existing funding allocated for 2021-22 LCAP Goal 3, Action 1 related to College/Career readiness programs and activities. Action 6 - Supplements the existing funding allocated for 2021-22 LCAP Goal 4, Action 2 related to Building Partnerships with families for student outcomes.

Describe the extent to which all pupils within the local educational agency, particularly unduplicated pupils, will have access to A-G courses approved by the University of California.
Before the start of each school year, the Dean of Academics submits all courses on the high school master schedule on UC Doorways and ensures they are all A-G approved. A pathway is established for all 9-12 students to ensure A-G requirements are met by passing all assigned courses each year. For those students who transfer to the school with different pathways from their former schools, their transcripts are closely reviewed and schedules are customized to ensure they are placed into proper A-G courses. Any student who requires a credit recovery are placed into a Study Hour elective junior and senior year to work on Odysseyware that offers A-G approved online coursework.

A-G Access Grants and A-G Success Grants shall be used for activities that directly support pupil access to, and successful completion of, the A-G course requirements. The Legislature encourages local educational agencies to direct A-G Success Grant funds towards pupils in danger of not achieving a grade of "C" or better in A-G courses. Cal. Ed. Code § 41590. *Eligible activities may include, but are not limited to, any of the following*:

Input allocated amounts for any applicable activities. **Add any additional activities and the allocation as needed.**	**Planned Expenditure**
Providing teachers, administrators, and counselors with professional development opportunities to improve the local educational agency's A-G completion rate.	
Developing comprehensive advising plans and pupil supports, including tutoring programs, to improve the local educational agency's A-G completion rate.	90,000
Expanding access to coursework or other opportunities to satisfy A-G course requirements to all pupils, including, but not necessarily limited to, unduplicated pupils. These opportunities may include, but shall not be limited to, **course development**, **course review**, **incorporating A-G course requirements into the local educational agency's graduation requirements,** and **new or expanded partnerships with other secondary or postsecondary educational institutions.**	
Advanced Placement and International Baccalaureate fees for unduplicated pupils.	25,000

A-G Learning Loss Mitigation Grants	
Input allocated amounts for any applicable activities **Add any additional activities and the allocations, as needed.**	**Planned Expenditure**
Credit recovery for pupils who receive a grade of "D," "F," or "Fail" in an A-G approved course in the spring semester of 2020 or the 2020-21 school year to retake those A-G courses.	55,000
Credit recovery opportunities to all pupils to ensure pupils are able to graduate high school on time.	20,000

A-G Completion Improvement Grant Plan

"The A-G Completion Improvement Grant Program is hereby established for the purpose of providing additional supports to local educational agencies to help increase the number of California high school pupils, particularly unduplicated pupils, who graduate from high school with A-G eligibility." Cal. Ed. Code § 41590

<table>
<tr><td>LEA Name</td><td colspan="3">Contact Information</td></tr>
<tr><td>Magnolia Science Academy-4</td><td colspan="2">Name: Musa Avsar</td><td>Email: mavsar@magnoliapublicschools.org
Phone: 310-473-2464</td></tr>
<tr><td rowspan="4">2020-2021 A-G Completion Rate
(Graduates Meeting UC/CSU Requirements)</td><td rowspan="4">100%</td><td colspan="2">Allocation (Check One:)</td><td rowspan="3">Learning Loss Mitigation Allocation
$75,000</td></tr>
<tr><td></td><td>Access Grant</td></tr>
<tr><td>X</td><td>Success Grant</td></tr>
<tr><td colspan="2">Allocation Amount
$75,000</td><td>Allocation Amount
$75,000</td></tr>
</table>

Describing how the funds received under this section will increase or improve services for unduplicated pupils to improve A-G eligibility.
Our school has been doing a great job in supporting students to complete their A-G requirements for the past two years. Our current system is effective and we will use these funds to maintain the system in place and improve our current practices. We offer support during after-school, Saturday School, and summer school including academic intervention and credit recovery opportunities. Additionally, we are planning to improve our course offerings by adding a visual and performing arts course. Currently, we offer visual and performing arts courses through our online provider and dual enrollment program. By using these funds, we plan to hire a teacher to increase the amount of support available to students that they cannot receive online or with the dual enrollment program. The funds will also be used to renew our online curriculum (Edgenuity) subscription for the next five school years.
Number of pupils identified for opportunities to retake courses pursuant to Cal. Ed. Code § 41590 paragraph (2) of subdivision (e)
33 students
Describe how the plan and described services supplement, and do not supplant, those services identified in the school district's local control and accountability plan. Include goal(s) and action(s) from LCAP that will be supplemented.
This action in the A-g Completion Improvement Grant Plan supplements the existing funding allocated for 2021-22 LCAP Goal 2, Action 1 and Action 3 related to MTSS - Academic enrichment, intervention, and student support.

Describe the extent to which all pupils within the local educational agency, particularly unduplicated pupils, will have access to A-G courses approved by the University of California.
Each student is scheduled to take all required A-G courses within their four years of high school since our MPS high school graduation requirements exceed the A-G requirements. Our college counselor will conduct four year plan meetings with all of our students each semester to make a plan based on their credit deficiencies indicated in their four year plans. The college counselor, student, and parent will work together to develop an action plan for each student to ensure the student will complete the missing credits by their graduation date. The college counselor will follow up with their progress each semester.

A-G Access Grants and A-G Success Grants shall be used for activities that directly support pupil access to, and successful completion of, the A-G course requirements. The Legislature encourages local educational agencies to direct A-G Success Grant funds towards pupils in danger of not achieving a grade of "C" or better in A-G courses. Cal. Ed. Code § 41590. *Eligible activities may include, but are not limited to, any of the following*:	
Input allocated amounts for any applicable activities. **Add any additional activities and the allocation as needed.**	**Planned Expenditure**
Providing teachers, administrators, and counselors with professional development opportunities to improve the local educational agency's A-G completion rate.	
Developing comprehensive advising plans and pupil supports, including tutoring programs, to improve the local educational agency's A-G completion rate.	
Expanding access to coursework or other opportunities to satisfy A-G course requirements to all pupils, including, but not necessarily limited to, unduplicated pupils. These opportunities may include, but shall not be limited to, **course development**, **course review**, **incorporating A-G course requirements into the local educational agency's graduation requirements,** and **new or expanded partnerships with other secondary or postsecondary educational institutions.**	$75,000 (Hiring a visual and performing arts teacher)
Advanced Placement and International Baccalaureate fees for unduplicated pupils.	

A-G Learning Loss Mitigation Grants	
Input allocated amounts for any applicable activities **Add any additional activities and the allocations, as needed.**	**Planned Expenditure**

Credit recovery for pupils who receive a grade of "D," "F," or "Fail" in an A-G approved course in the spring semester of 2020 or the 2020-21 school year to retake those A-G courses.	$30.000 (Edgeunity Online Curriculum)
Credit recovery opportunities to all pupils to ensure pupils are able to graduate high school on time.	$45,000 (Edgeunity Online Curriculum)

A-G Completion Improvement Grant Plan

A-G Completion Improvement Grant Plan

"The A-G Completion Improvement Grant Program is hereby established for the purpose of providing additional supports to local educational agencies to help increase the number of California high school pupils, particularly unduplicated pupils, who graduate from high school with A-G eligibility." Cal. Ed. Code § 41590

LEA Name	**Contact Information**		
Magnolia Science Academy-5	Name: Ali Kaplan	Email: akaplan@magnoliapublicschools.org Phone: (818)705-5676	
2020-2021 A-G Completion Rate (Graduates Meeting UC/CSU Requirements)	100 %	Allocation (Check One:) ☐ Access Grant ☑ Success Grant Allocation Amount $ 84,266.00	Learning Loss Mitigation Allocation $ 75,000.00 Allocation Amount $ 75,000.00

Describing how the funds received under this section will increase or improve services for unduplicated pupils to improve A-G eligibility.
Magnolia Science Academy-5 would like to strengthen its science programs by hiring a teacher, which is a part of A-G requirements Secondly, MSA-5 students are lacking college/career readiness motivation. We'd like to organize a science camp and college visit for all 9th graders. Lastly, MSA-5 will provide credit recovery programs through an online service provider such as APEX, Edgenuity, etc.
Number of pupils identified for opportunities to retake courses pursuant to Cal. Ed. Code § 41590 paragraph (2) of subdivision (e)
25 Students
Describe how the plan and described services supplement, and do not supplant, those services identified in the school district's local control and accountability plan. Include goal(s) and action(s) from LCAP that will be supplemented.
As Goal3, Action #1 College/Career readiness programs and activities in LCAP, students will be participating a college and career-related activities, which will help with gaining knowledge and planning for the future career aspirations; in addition, hiring a science teacher with the assignments and credentials (Goal 1 Action 1) will help with meeting A-g requirements offering a broad course of study, particularly in a STEM field (Goal 3 Action 2). Students will be able to recover the credit deficiency through alternative programs in order to graduate (Goal 2 Action 3).
Describe the extent to which all pupils within the local educational agency, particularly unduplicated pupils, will have access to A-G courses approved by the University of California.
Hiring additional science teacher will supplement our science programs as suggested by UC.

A-G Access Grants and A-G Success Grants shall be used for activities that directly support pupil access to, and successful completion of, the A-G course requirements. The Legislature encourages local educational agencies to direct A-G Success Grant funds towards pupils in danger of not achieving a grade of "C" or better in A-G courses. Cal. Ed. Code § 41590. *Eligible activities may include, but are not limited to, any of the following*:

Input allocated amounts for any applicable activities. **Add any additional activities and the allocation as needed.**	**Planned Expenditure**
Providing teachers, administrators, and counselors with professional development opportunities to improve the local educational agency's A-G completion rate.	$84,266.00
Developing comprehensive advising plans and pupil supports, including tutoring programs, to improve the local educational agency's A-G completion rate.	
Expanding access to coursework or other opportunities to satisfy A-G course requirements to all pupils, including, but not necessarily limited to, unduplicated pupils. These opportunities may include, but shall not be limited to, **course development**, **course review**, **incorporating A-G course requirements into the local educational agency's graduation requirements,** and **new or expanded partnerships with other secondary or postsecondary educational institutions.**	
Advanced Placement and International Baccalaureate fees for unduplicated pupils.	

A-G Learning Loss Mitigation Grants	
Input allocated amounts for any applicable activities **Add any additional activities and the allocations, as needed.**	**Planned Expenditure**
Credit recovery for pupils who receive a grade of "D," "F," or "Fail" in an A-G approved course in the spring semester of 2020 or the 2020-21 school year to retake those A-G courses.	$35,000
Credit recovery opportunities to all pupils to ensure pupils are able to graduate high school on time.	$40,000

A-G Completion Improvement Grant Plan

"The A-G Completion Improvement Grant Program is hereby established for the purpose of providing additional supports to local educational agencies to help increase the number of California high school pupils, particularly unduplicated pupils, who graduate from high school with A-G eligibility." Cal. Ed. Code § 41590

<table>
<tr><td>LEA Name</td><td colspan="3">Contact Information</td></tr>
<tr><td>Magnolia Science Academy - Santa Ana</td><td colspan="2">Name: Steven Keskinturk</td><td>Email: skeskinturk@magnoliapublicschools.org
Phone: 714-479-0115</td></tr>
<tr><td rowspan="4">2020-2021 A-G Completion Rate
(Graduates Meeting UC/CSU Requirements)</td><td rowspan="4">86.4%</td><td colspan="2">Allocation (Check One:)</td><td rowspan="3">Learning Loss Mitigation Allocation
$75,000</td></tr>
<tr><td></td><td>Access Grant</td></tr>
<tr><td>X</td><td>Success Grant</td></tr>
<tr><td colspan="2">Allocation Amount
$87,836</td><td>Allocation Amount
$75,000</td></tr>
</table>

Describing how the funds received under this section will increase or improve services for unduplicated pupils to improve A-G eligibility.
Goal 1, Action 2: • Develop a College and Career Readiness Center. A printer and desktops will be available for any student completing work, research, projects, etc. These desktop computers will supplement the Chromebooks available to students in their classrooms. Goal 3, Action 5: • Develop university campus visits! These trips will be supplemental to Goal 3, Action 5 field trip expenses because they include overnight trips.
Number of pupils identified for opportunities to retake courses pursuant to Cal. Ed. Code § 41590 paragraph (2) of subdivision (e)
Describe how the plan and described services supplement, and do not supplant, those services identified in the school district's local control and accountability plan. Include goal(s) and action(s) from LCAP that will be supplemented.
Describe the extent to which all pupils within the local educational agency, particularly unduplicated pupils, will have access to A-G courses approved by the University of California.

Each student is scheduled to take all required A-G courses within their four years of high school since our MPS high school graduation requirements exceed the A-G requirements. When a student fails a course they are enrolled in the course over the summer, using online platforms. A-G approved courses will also be available through the Dual Enrollment program, this grant will allow us to buy materials students will need to take those courses.

A-G Access Grants and A-G Success Grants shall be used for activities that directly support pupil access to, and successful completion of, the A-G course requirements. The Legislature encourages local educational agencies to direct A-G Success Grant funds towards pupils in danger of not achieving a grade of "C" or better in A-G courses. Cal. Ed. Code § 41590. *Eligible activities may include, but are not limited to, any of the following*:	
Input allocated amounts for any applicable activities. **Add any additional activities and the allocation as needed.**	**Planned Expenditure**
Providing teachers, administrators, and counselors with professional development opportunities to improve the local educational agency's A-G completion rate.	$10,000.00
Developing comprehensive advising plans and pupil supports, including tutoring programs, to improve the local educational agency's A-G completion rate.	
Expanding access to coursework or other opportunities to satisfy A-G course requirements to all pupils, including, but not necessarily limited to, unduplicated pupils. These opportunities may include, but shall not be limited to, **course development**, **course review**, **incorporating A-G course requirements into the local educational agency's graduation requirements,** and **new or expanded partnerships with other secondary or postsecondary educational institutions.**	$10,000.00
Advanced Placement and International Baccalaureate fees for unduplicated pupils.	$10,000.00
Purchase a college advisory curriculum to increase A-G awareness and success for all educational partners. Purchase dual enrollment curriculum and materials. Use funds for other resources such as transportation costs. • Develop Zero Period for credit recovery. • Develop an Advanced and Beginning ELD class. Funds will go through curriculum development and PD for the teachers. • Develop alternative A-G courses through online service providers. (more accessible A-G eligible science and math classes for low achieving and sped students) • Develop College & Career Readiness Center • Plan College Visits	$57,836.00

A-G Access Grants and A-G Success Grants shall be used for activities that directly support pupil access to, and successful completion of, the A-G course requirements. The Legislature encourages local educational agencies to direct A-G Success Grant funds towards pupils in danger of not achieving a grade of "C" or better in A-G courses. Cal. Ed. Code § 41590. *Eligible activities may include, but are not limited to, any of the following*:	
Input allocated amounts for any applicable activities. **Add any additional activities and the allocation as needed.**	**Planned Expenditure**

A-G Learning Loss Mitigation Grants	
Input allocated amounts for any applicable activities **Add any additional activities and the allocations, as needed.**	**Planned Expenditure**
Credit recovery for pupils who receive a grade of "D," "F," or "Fail" in an A-G approved course in the spring semester of 2020 or the 2020-21 school year to retake those A-G courses.	$25,000.00
Credit recovery opportunities to all pupils to ensure pupils are able to graduate high school on time.	$50,000.00

Cover Sheet

Approval of HopSkipDrive to the Approved Vendor List

Section:	IV. Action Items
Item:	B. Approval of HopSkipDrive to the Approved Vendor List
Purpose:	Vote
Submitted by:	
Related Material:	Approval of HopSkipDrive to the Approved Vendor List.pdf

Board Agenda Item #	IV B: Action Item
Date:	March 24, 2022
To:	Magnolia Public Schools - Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Erdinc Acar, Chief Academic Officer
RE:	Approval of HopSkipDrive to the Approved Vendor List

Proposed Board Recommendation

I move that the MPS Board of Directors approve the addition of the following vendor, HopSkipDrive, to the approved vendor list.

Background

The Transporters for K-12 Grade Students RFP is to establish a cost-effective Master Agreement to acquire the services outlined below:

- To provide safe transportation to and from school. Some school routes may have one student while other routes may be more than one student. It is dependent on the school and location.
- To maintain orderly behavior and conduct of students.
- To provide a close working relationship between the management of the company and the administration and management of the school.
- To provide positive public relations between the Contractor, Magnolia Public Schools, and its patrons.
- To provide a transportation schedule that allows students minimal riding time to and from school not to exceed 60 minutes unless extended riding time beyond the 60 minutes has been approved in advance by MPS.
- Provide skilled well trained staff at all levels.

The only Proposal that was submitted by the deadline is the vendor HopSkipDrive.

Budget Impact

The service would be purchased as a consortium to include all schools. Billing would be managed through Magnolia Public Schools and be billed per school site. Schools using the service will budget appropriate funding from allowable sources.

Attachment

Proposal from HopSkipDrive
Transporters for K-12 Grade Students RFP

MAGNOLIA PUBLIC SCHOOLS

Transporters for K-12 Grade Students

Due: Wednesday, March 2, 2022 at 5:00pm PST

Contact Information

HopSkipDrive
1320 E. 7th Street, Suite 200
Los Angeles CA 90021
Phone: 844-467-7547
Fax: 213-896-7528
https://www.hopskipdrive.com

Point of Contact
Brian Klarfeld, Regional Sales Manager
Phone: (314) 495-5070
brian@hopskipdrive.com

Authorized Signatory
Toby McGraw, Senior Vice President

March 1, 2022

Jenny Obuchi
Academic Assistant
250 E 1st St., Suite 1500
Los Angeles, CA 90012

To Ms. Obuchi,

HopSkipDrive appreciates the opportunity to submit our bid to Magnolia Public Schools.

As you may already know, with **over 20 million miles safely driven** across nine states (and growing!), **and partnerships with over 350 school district and county agencies,** HopSkipDrive is an established transportation solution for students with disabilities, youth in foster care, and youth experiencing homelessness.

Our proactive, relentless, and innovative approach to safety has yielded results that far surpass industry standards.

Based on our most recent Safety Reports, which examined data over 16 million safe miles driven by CareDrivers:

1. 0.000% of rides experienced a critical safety incident of any kind.
    - 99.72% of rides were completed without any type of safety-related issue.

2. HopSkipDrive's collision rate per mile was 140x lower than the national average.

3. CareDrivers were found to be 75.9% safer than all global drivers.

Along with our submission, you will also find documents highlighting HopSkipDrive's background, qualifications, differentiators, and value proposition. We look forward to continuing our partnership with you.

Sincerely,

DocuSigned by:
Brian Klarfeld
DA4025B205A94BC...

Brian Klarfeld
Regional Sales Manager

DocuSigned by:
1A3E7E0AAE8F405...

Toby McGraw
Senior Vice President

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Introductory Information

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Point of Contact
Brian Klarfeld, Regional Sales Manager
Phone: (314) 495-5070
brian@hopskipdrive.com

Founded in 2014, HopSkipDrive is the leading transportation solution provider utilizing four-passenger sedans to support special needs, small activity/sports groups, McKinney-Vento, foster youth, and IEP/504 routes that are underserved by traditional yellow bus transportation. In just 8 years, we are proud to have built a truly flexible solution that addresses and accommodates the individualized transportation needs of school districts, schools, and county agencies.
Please see ***HopSkipDrive's History, Mission, and Key Distinctions*** and ***Safety with HopSkipDrive*** for more.

Leadership

Joanna McFarland, CEO, President and Co-Founder
Before founding HopSkipDrive, Joanna spent 15 years leading product management and business development for a wide range of top technology and online brands, including WeddingChannel, Green Dot, YP.com and Oversee.net. In addition to her management experience, Joanna spent the first part of her career as an investment banking analyst at Salomon Smith Barney and in private equity as an investment analyst at Hicks, Muse, Tate & Furst. Joanna has an MBA from Stanford University and a BS from the Wharton School at the University of Pennsylvania.

Corey McMahon, Chief Product Officer
As Chief Product Officer, Corey is responsible for the end-to-end customer experience at HopSkipDrive. Prior to joining HopSkipDrive in 2017, Corey held a number of leadership positions at YP, the Real Yellow Pages, where he oversaw product management, platform strategy, business operations, and marketing. Corey's roles have also included management consulting as well as operational leadership positions at AT&T and University of California, Los Angeles. Corey holds both an MBA and a BA from University of California, Los Angeles.

Toby McGraw, Senior VP of Sales
Toby joined HopSkipDrive in 2018 as SVP of Sales. In this role, he leads sales operations, business development, and direct sales. He has spent the majority of his career within the transportation industry, including nearly 10 years at Zonar Systems, where he helped to grow and scale successful teams with a specific focus on bringing disruptive Student Transportation Technology to market. Prior

to Zonar, Toby held a number of roles from strategic marketing, business development, and sales. Toby holds a BA from the University of Southern California.

Miriam Ravkin, Senior Vice President of Marketing
Miriam Ravkin joined HopSkipDrive in 2019 because she truly believes in the company's mission and wants to create opportunity for all through mobility. As SVP of Marketing, Miriam leads all aspects of marketing for HopSkipDrive's three audiences. Miriam has over 15 years of marketing experience, leading teams of all sizes to achieve company goals and hit revenue targets. Prior to joining HopSkipDrive Miriam led marketing at a variety of companies ranging from large enterprises to small and mid-stage startups. She is passionate about creating a world class brand and generating demand for a new category of school transportation. Miriam holds both an MBA and a BA from University of California, Los Angeles.

Michelle McCombs, VP of Operations
Michelle McCombs is committed to improving the way people and companies interact and believes that now, more than ever, good customer experience defines a company's success. She has been building and developing teams for 15 years - 9 of which have been in the trust & safety sphere. She began her career with The Walt Disney Company, where she learned how to create truly exceptional customer experiences. She has taken what she learned to help a variety of companies, from small startups to large corporations, build out or improve upon their customer experience. Michelle holds a BS from Utah State University. She has been with HopSkipDrive since 2017.

Jon Hanover, VP of Marketplace
Jon Hanover joined HopSkipDrive in 2018, and is responsible for ensuring every time a child needs a ride, there's a highly qualified CareDriver ready and willing to provide it. Prior to HopSkipDrive, Jon was the founder, principal and executive director of the Denver charter school Roots Elementary, which garnered national attention for its innovative model. Before that, Jon was a founding kindergarten teacher, grade level chair and member of the school leadership team at Rocky Mountain Prep. Jon began his career at Bain & Company, where he advised clients on strategy, management and operations. He earned his BA from Harvard University.

Trish Donahue, VP of Legal & Policy
Trish Donahue oversees HopSkipDrive's legal and policy functions, and serves as a core member of the HopSkipDrive's internal safety team. In her role, she helps to advance HopSkipDrive's service to youth and others by overseeing compliance, advancing safety initiatives, and advocating for policies and regulations that help to ensure access to opportunity while promoting ride safety. Prior to joining HopSkipDrive, Trish provided direct legal and policy support to public schools, represented students with disabilities in a large public school system, and served as the Director of Legal and Policy Initiatives at the Colorado Charter School Institute. In these roles, Trish experienced firsthand how access to transportation can be the dividing line between success and struggle, as well as the challenges that school administration face in sourcing and scheduling safe and reliable transportation services for their students. Trish holds a BA in Spanish and Portuguese from the University of Colorado - Boulder, JD from University of Denver, and LLM from Loyola University Chicago.

Katrina Kardassakis, VP of Business Operations
Katrina Kardassakis joined HopSkipDrive in 2019, and is responsible for strategy, process management, people management, and business operations. Prior to HopSkipDrive, Katrina worked as a global supply manager for Apple, where she learned how to run complex and dynamic

operations efficiently and at scale. She began her career in investment banking in Los Angeles, where she advised clients on various mergers and acquisitions, learning what makes companies successful and how to maximize impact. Katrina has an MBA from Stanford University and a BS in Applied Mathematics & Economics from Brown University.

Carol Koh Evans, CFO
Carol Koh Evans joined HopSkipDrive in 2021 and brings her executive experience in finance and operations at high-growth startups, technology companies, and non-profit organizations, including The Knot/XO Group, Tradesy, Microsoft and Baby2Baby. Most recently, Carol served as CFO of Baby2Baby, a nonprofit organization based in Los Angeles providing diapers and other essential items to children in need across the country. In addition to senior operating roles at startups, Carol spent seven years at Microsoft in leadership roles in Corporate Development, Corporate Strategy and MSN. Carol began her career in investment banking in New York and Hong Kong, and she received her MBA from Columbia Business School and her BS in Business Administration from Haas School of Business at UC Berkeley.

HopSkipDrive's History, Mission, and Key Distinctions

HopSkipDrive History

HopSkipDrive was founded in 2014 in Los Angeles by three experienced professionals who are also working mothers. Together they have eight children, now ages 10 to 20. As a female-founded and female-led company, and with a staff of experienced education professionals, we understand the stress of getting kids everywhere they need to go and created HopSkipDrive to fill this very real need.

HopSkipDrive has already arranged hundreds of thousands of safe rides for children and youth through partnerships with over 350 schools, school districts, and county agencies. In doing so, we have saved schools millions of dollars while ensuring a safe transportation solution for students who need it the most. We are looking forward to bringing our innovative model to Magnolia Public Schools.

HopSkipDrive Mission

HopSkipDrive is on a mission to create opportunity for all through mobility. We know that the difference between success and struggle can sometimes be as simple as the ability to show up. Schools, counties, and parents contract with HopSkipDrive for the transportation needs of a variety of youth, including students with IEPs, special education, youth experiencing homelessness, and youth in the foster care system.

HopSkipDrive Key Distinctions

HopSkipDrive is different from any other alternative student transportation solution. These key distinctions can be summarized by the following platform features:

1. All CareDrivers have at least **5 years of prior caregiving experience**. No other solution offers this.

2. HopSkipDrive's proprietary **Safe Ride Support System** tracks rides in real time and alerts all parties of any ride anomalies as they occur.

3. HopSkipDrive goes **above and beyond when it comes to safety**. The results speak for themselves and we publish our safety results annually.

4. HopSkipDrive's **unique scheduling tool** makes scheduling and managing student rides easy and efficient.

5. HopSkipDrive's **innovative TNC model** allows for scalability, flexibility, cost-efficiency, and better technology.

Benefits of the TNC Model

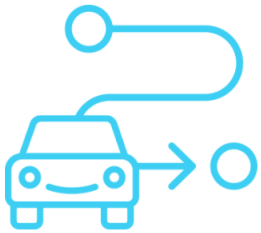
We believe partnering with a TNC like HopSkipDrive is the best way to provide alternative transportation and transportation for anyone who needs a little extra care. Our customers say they enjoy using the technology to easily schedule rides, the scalability and flexibility of our operation, as well as the cost-savings of a pay-for-what-you-use model.

In contrast, school transportation partners, such as broker companies, may have years of experience in the industry, yet lack some of the innovations and safety measures that make TNCs a quickly-growing choice for student transportation.

Scalability

HopSkipDrive rides scale based on demand: there are always more CareDrivers available in the area so as a school's demand scales, so can we.

A flexible driver supply means that a school's scheduled rides will always be filled, regardless of the changing needs of the rider or whether a driver calls in sick. CareDriver supply will increase and decrease with the school's needs rather than paying an employee for a set number of hours. This leads to increased reliability and ensuring no child is left without a ride.



In contrast, companies with a set number of employees or subcontractors can't easily scale to meet changes in ride volume. If a school needs to add on or cancel rides, traditional alternative transportation solutions are designed so that drivers are either left without work or more need to be hired… a process which takes far longer than the scheduling lead time we offer.

> "HopSkipDrive is not only 60% less expensive than our previous car service solution, but far more reliable. We had worked with HopSkipDrive for only a few weeks before we quadrupled the number of students riding with their CareDrivers, and we'll continue to expand district ridership with them."
>
> *— Mike H., Former Director of Transportation at Littleton, CO School District*

Cost-Efficiency

The flexible TNC model means our clients only pay for the rides they book. In addition, customers don't have to pay for rides canceled 24 hours in advance.

Clients never pay for hours in which a vehicle sits empty. They also won't pay storage or maintenance costs on a vehicle. While school buses are of course necessary for large-scale transportation operations, it doesn't always make sense to have a vehicle, or full-time employees, for every purpose.

More Flexibility

Customers can schedule rides for any time they want. It may not be efficient for a school bus to take one child to an IEP appointment in the middle of the day, but a school or parent can easily schedule a direct ride using the HopSkipDrive application.

> "Not only [does HopSkipDrive] reduce the district's overall transportation costs, but offering this service to students with specialized transportation needs will help to shorten commute times – meaning less time in transit and more time learning."
>
> *— Leigh C., Director of Federal Programs & Academic Compliance at Keller Independent School District*

Better Technology

Our proprietary technology enables student transportation staff to schedule, edit and cancel rides within minutes. Unlike other alternative transportation solutions, which often require at least 48 hours' advanced scheduling, **HopSkipDrive rides can be scheduled in as few as 8 hours.** This short scheduling window is a critical feature for students experiencing homeless, in particular, whose transportation needs can change quickly. HopSkipDrive's 8-hour scheduling window helps to ensure zero interruption to school access for these students.

Additionally, the HopSkipDrive Safe Ride support system provides end-to-end ride visibility in real-time to all parties involved in a ride, and proactively addresses any issues that may arise during a ride, such as helping a CareDriver find the right meeting spot.

Many traditional alternative transportation solutions don't offer an application in which you can book, schedule and edit rides yourself; an 8-hour scheduling window; and the ability to watch rides as they're in progress and communicate easily with drivers.

Safety with HopSkipDrive

HopSkipDrive sets the bar above and beyond for safe youth transportation solutions. Safety means so much more than checking a box for compliance. It's a full-scale, holistic approach to safety designed from the ground up. Since the day we started, we asked ourselves, "What would it take for me to put my child in a HopSkipDrive?"

Our safety philosophy can be summed up in three pillars: **proactive, innovative, relentless.**

Proactive

We know that the best defense is a good offense. That's why our safety features and processes are proactive, not a reaction to issues that come up.

15-Point CareDriver Certification Process

HopSkipDrive CareDrivers are independent contractors who use their own vehicles and are known as CareDrivers because they demonstrate values of honesty, respect, and responsibility when they care for the individuals riding in their vehicles.

In order to drive with HopSkipDrive, an individual must have the following minimum qualifications:

1. **Experience:** Have at least 5 years of caregiving experience.
2. **Criminal Record Check:** Pass a comprehensive search of county, state, and national records, including the global watchlist and sex offender registries.
3. **Fingerprinted:** Pass a fingerprint-based background check.
4. **Child Abuse and Neglect Scan:** Receive state-level clearance from the Department of Human Services database.
5. **Valid Driver's License:** Submit proof of valid driver's license.
6. **Driving Experience:** Have a minimum of 3 years of driving experience.
7. **Good Driving Record:** Pass an initial motor vehicle history search as well as ongoing monitoring for new driving infractions.
8. **Age 23 or Older**
9. **Own or Lease a Vehicle Not More Than 10 Years Old,** seating 4 to 7 Passengers
10. **Submit Proof of Registration**
11. **Submit Proof of Insurance** consistent with State Law
12. **Pass an Annual Vehicle Inspection** by a Certified Mechanic
13. **Complete a Live Orientation** with a Member of the HopSkipDrive Team

14. **Adopts the HopSkipDrive Community Guidelines**
15. **Adopts Zero Tolerance Policies** for the use of drugs or alcohol while driving, nondiscrimination, no-touching, and no-cell phone usage.

Reasons for Rejection

- Inadequate childcare experience
- Fails background checks
- Fails driving record standard
- Under age 23
- Out of compliance with document requirements, including valid in-state driver's license, insurance and vehicle registration
- Answers to written application questions do not meet HopSkipDrive's standards
- Is not available to drive when needed
- Failure to pass post-training testing
- Does not own smartphone
- Vehicle does not meet HopSkipDrive standards

CareDriver Checks / DMV Records

HopSkipDrive ensures that all CareDrivers will have background checks, including a cross check of fingerprints, global watchlist and sex offender registry. In addition to the background checks and fingerprinting, HopSkipDrive conducts an initial Motor Vehicle Record review and then continuously monitors CareDriver's driving records through the DMV.

Percentage of Applicants Onboarded

Due to our rigorous vetting process, only 13% of CareDriver applicants begin our onboarding process.

CareDriver Onboarding Program

All HopSkipDrive CareDrivers on our platform receive a rigorous coaching that covers trauma informed care, sensitivity to individuals with special needs, addressing safety concerns, emergencies, what to do if a rider requests a different drop off location, and the like. **Coaching Programs Include:**

- Pick up/drop off protocols and procedures
- Prohibition of smoking, alcohol and drugs
- Responding to persons with limited mobility and/or special needs
- Use of family-friendly radio only
- No eating or drinking while driving

- Double parking
- Procedures for accepting ride assignments in the HopSkipDrive app
- Communicating with the HopSkipDrive safe ride support team, parents, and agencies via phone and text to address last minute changes, trouble locating a rider, emergencies and other issues
- Rider departure confirmation procedures
- Our extensive safety program, outlined under the Safety Program

If a CareDriver cannot meet driving standards, they cannot drive for HopSkipDrive.

Safety Program

Having been co-founded by three mothers, HopSkipDrive's foremost concern is the safety of the riders we serve. This is why HopSkipDrive CareDrivers on the platform go through protocol reviews and issues are addressed in real time, on an ongoing basis. In addition to the onboarding safety program outlined below, we hold semi-annual meetings with CareDrivers. Our safety program includes (but is not limited to) the following:

- Safe driving practices
- Privacy of riders (including no contact or photo/video)
- Distractions (e.g. phone usage during rides, including no texting or talking)
- Use of seatbelts
- Confirmation of rider identity via photo, birthday and password
- Emergency procedures
- Providing Emotional & Social Support for Riders
- Information on being a Mandated Reporter

Criteria to Stay on the Platform

CareDrivers enroll in ongoing monitoring of motor vehicle and criminal records and must maintain clean records while driving with HopSkipDrive. HopSkipDrive is alerted of any changes to records as quickly as that information is released by the state.

Surpassing Regulatory Requirements

HopSkipDrive's approach to safety is driven by data and industry best practices. We frequently surpass regulatory requirements with additional safety features like:

- **Multi-Factor Authentication**

  Each rider selects a secret codeword, which is provided to the CareDriver through the application before pickup. Once the CareDriver arrives at the pickup location, the

CareDriver confirms both the rider's secret codeword as well as the rider's date of birth to ensure proper identification.

- **Broad Commercial Insurance**

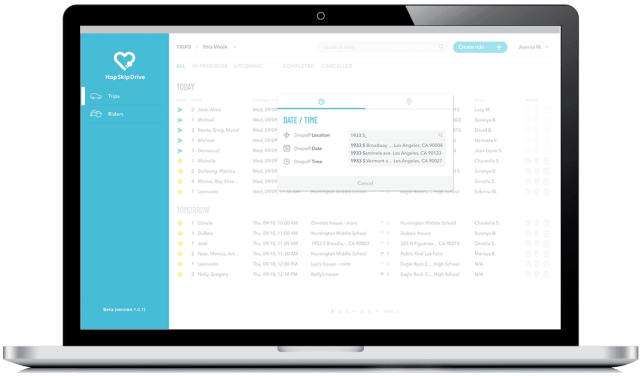
  HopSkipDrive exceeds the commercial insurance requirements set by regulations, securing comprehensive primary auto insurance, general liability, cyber insurance, sexual abuse and misconduct, and errors & ommissions insurance.

Innovative

HopSkipDrive's TNC model is an innovative new approach to the safe youth transportation space. We're not only an innovative business model, however; we innovate when it comes to safety, creating technology and processes far ahead of industry peers.

We can actually see the data on driving behavior and enable iterative improvement. CareDrivers receive information about their own driving patterns from the week before, along with resources on safe driving.

Application



Our technology is one of the cornerstones of what makes HopSkipDrive so successful in providing reliable and safe transportation solutions for students. School partners have access to a web-based application that makes scheduling easy and convenient.

Through the web application, school personnel can:

- Add riders, along with notes pertinent to that rider
  - E.g., "Olivia is sensitive to loud noises. Please refrain from playing any music or radio during the ride."
- Schedule/Change/Cancel Rides at the click of a button
- See the CareDriver matched to a ride, along with photo and bio
- Receive text alerts when the child is picked up and dropped off
- View details of all completed rides, including distance traveled and cost

You'll Always Be In the Know

All parties associated with a ride have a direct line to CareDrivers, which creates unparalleled transparency, visibility and communication

between us, CareDrivers, school personnel and users associated with a Rider's account.

Our CareDriver app measures CareDriver driving behavior and safety using mobile phone sensors including Accelerometer, Gyroscope, and GPS to measure safety-related factors including speed, braking, acceleration, phone use, swerving, length of time driving, time of day, and more. These measurements are used to evaluate CareDrivers' caution, control, and focus while on the road, as well as to detect collisions.

HopSkipDrive is notified immediately if an incident occurs. This allows us to act swiftly to assist the CareDrivers and to notify contacts immediately if an issue cannot be resolved.

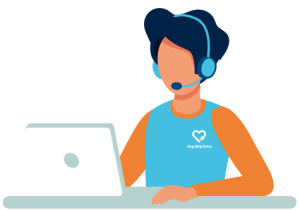
Caregiver contact: Schools are encouraged to always list the parent or legal guardian associated with a rider's account. Once that individual's cell phone number is on file, that individual can receive texts about the ride in progress. This includes texts that the driver has arrived, the rider and driver have departed, and when the ride is complete.

Emergencies: If something happens during a ride, HopSkipDrive Customer Support will place the first call to the primary point of contact associated with the ride. If they are not reachable, the CareDriver will try the emergency contacts for the rider(s) involved.

Live GPS Tracking

All rides are tracked in real time, both via the app and by our Safety Ride Support team. For schools and parents, this allows them to see exactly where students are at any point in time during the ride. Our Safe Ride Support team at headquarters is also looking at this to help assist CareDrivers, should there be a need. This real time detection of ride abnormalities allows us to step in immediately to assist in the event it is necessary.

Customer Support



HopSkipDrive has a unique Community Experience team with two groups. The first is our **Community Support Team** that handles troubleshooting, questions with rides, cancellations, changes to the ride, etc. The second is our **Safe Ride Support Team**. Each and every HopSkipDrive ride is assigned a dedicated Safe Ride Specialist whose sole job is to ensure the ride is a safe success!

General customer support is available from 8am to 10pm PST, Monday through Friday. Safe Ride Support is available to passengers 1 hour before the first ride of each day, through to completion of the final ride of the day.

COVID-Safe Ride Standards: Setting the bar for the industry

HopSkipDrive not only created COVID-Safe Ride Standards back in April 2020, we published them openly to set the bar for others in the industry. We made the decision to openly share our standards — and exactly what they entail — because we're committed to keeping everyone safe and healthy by sharing what we know.

The HopSkipDrive COVID-Safe Ride Standards will work to:

Promote the safest in-ride environment for CareDrivers and Riders.

- Consistent with CDC recommendations, CareDrivers must wear face coverings and proper personal protective equipment during rides; Riders are also asked to follow CDC and local guidelines on wearing personal protective equipment.
- Plastic dividers between the front and back seat will be used in every vehicle. HopSkipDrive will be one of the first transportation network companies in the country to adopt plastic dividers as a standard operating procedure.
- Vehicle cleaning and disinfecting between rides following CDC recommendations.
- Requiring Ride Organizers to assist Riders, as needed, to find their ride and load into the vehicle to reduce contact between CareDriver and Rider. HopSkipDrive also asks Ride Organizers to follow CDC and local guidelines by keeping Riders home if they show COVID-19 symptoms.

Provide CareDrivers and Ride Organizers with critical safety resources.

- HopSkipDrive believes education is key to safety and connects CareDrivers with safe driving resources. We will provide COVID-Safe Rides Standards resources for Ride Organizers and CareDrivers. In addition, in-app notifications will continue to remind Ride Organizers and CareDrivers of COVID-Safe Ride Standards & best practices.

Promote healthy interactions between CareDrivers, Riders and Ride Organizers.

- HopSkipDrive uses innovative technology and in-app features to bring COVID-Safe Rides Standards to CareDrivers and enables real-time feedback from CareDrivers, Riders and Ride Organizers.
- HopSkipDrive has partnered with telehealth company Ro to connect CareDrivers with free telehealth screenings.
- In-app features enable CareDrivers to affirm they are asymptomatic and have not been exposed to COVID-19 prior to offering rides through the platform.

Minimize exposure through anonymous COVID-19 exposure reporting.

- HopSkipDrive will facilitate anonymous COVID-19 exposure reporting, to the extent that user's privacy interests remain protected.

Relentless

HopSkipDrive doesn't rest on our laurels. We're constantly evaluating our own safety features and processes, using that data for continuous improvement.

Safety Advisory Board

We selected a group of industry leaders as advisors— from Directors of Pupil Transportation to leaders of some of the most well-respected organizations on youth transportation safety.

Lisa Robinson
Senior Program Manager
National Safety Council

Torine Creppy
President
Safe Kids Worldwide

Diana Hollander
Retired Dir. of Transportation
NV Dept of Education

Dr. NanaEfua Afoh-Manin
MD, MPH, EMP
Founder Shared Harvest Fund

Theresa Anderson
Region 5 Director
Nat'l Assoc. for Pupil Transportation

Annual Safety Report

We publish a detailed report of our safety metrics annually in order to provide ultimate transparency and set a high bar for the industry. We've attached our most recent safety report for your review.

Thought Leadership in the Safety Space

We regularly publish content which details our safety philosophy and methods. With a staff that consists of leaders from the education and transportation spaces, we have a team of experts when it comes to safely meeting the needs of students.

Partnerships & Testimonials

Partnerships that Matter

HopSkipDrive partners with school districts, schools, county agencies, and nonprofits across the country to provide unparalleled service for students with disabilities, youth in the foster care system, youth experiencing homelessness, and general education students.

Testimonials

"BVSD contracts with HopSkipDrive to arrange alternative transportation for many of our McKinney Vento and Child Welfare students. They have helped us to reduce the number of routes and drivers we need to transport students who live in places outside of our district boundary. This has helped us keep our costs down, while maintaining a high level of service for our students in need. We have always found HopSkipDrive to be the safest and most reliable solution to our alternative transportation needs."

— Tony Skala, Director of Transportation for Boulder Valley School District

"HopSkipDrive has been a huge asset to my CASA kid. She feels confident arriving at school in a car instead of a group home van. Her CareDrivers all respect her privacy and even sign her in and out of her school and group home. HopSkipDrive has off-the-charts customer service."

— Shelley B., CASA Volunteer

"As a retired Director of School Transportation in Colorado, and now active consultant to other directors, I witness the everyday success that many school districts have with HopSkipDrive. They are able to provide a critical service to our most vulnerable students safely, reliably, and cost effectively."

— Dave Anderson, Retired Director of Transportation for Adams 12 Schools

"HopSkipDrive has fulfilled every ride we've ever requested and HopSkipDrive is always reachable and super responsive. Couple that level of service with the stability that HopSkipDrive gives back to youth in foster care and the result is something truly special."

— Kala S., Denver City and County Human Services

"HopSkipDrive has been a tremendous resource, helping to get our students to off-campus activities and games as well as to school. The drivers have been 100% reliable, and I feel so safe having my students ride with them. They've been a lifesaver!"

— Sarah H., Director of Student Life & Campus Operations for Westmark School

Service Approach

Our proactive, innovative, and relentless safety philosophy informs every level of HopSkipDrive's approach to service, from our CareDriver certification process and standards to our data-driven platform and application and real-time communications and tracking during rides. Please see ***Safety with HopSkipDrive*** for additional information on how our TNC model, technology, and processes continue to raise the bar for safe student transportation solutions.

Implementation

HopSkipDrive maintains staffing levels to ensure effective project management, supervision, route coordination, reporting, and work schedules. Our client operations team members have extensive project management and support service experience.

Standard implementation typically takes about one week. During your implementation sessions, the Client Operations team will walk you through our platform, highlight features including how to build rides, and work with you to begin getting your rides in the system. Implementation may be expedited and tailored to your needs.

Proposed Implementation Timeline

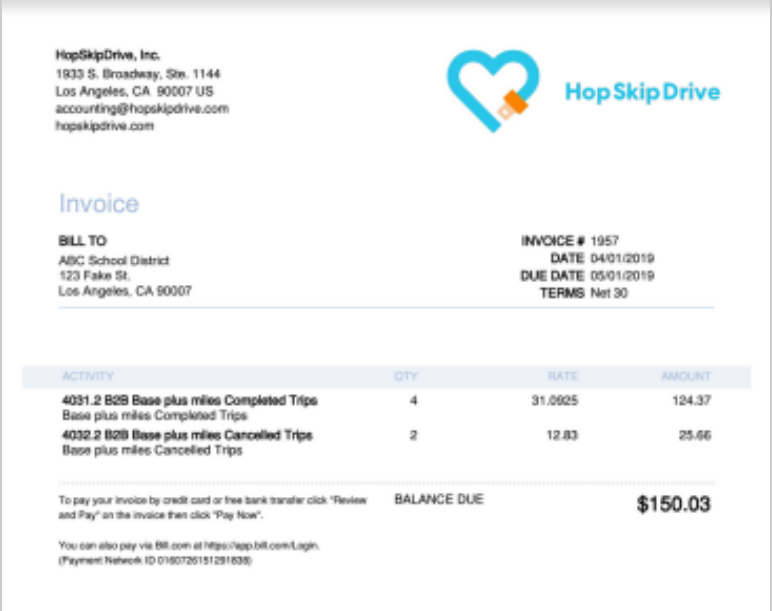
Project Phase	Description	People
1 - Project Kickoff Meeting	Meeting to establish timeline, Magnolia Public Schools' project point people, and reports needed, as well as identifying the services not applicable to the awarded contract	HSD Director of Client Operations, HSD Client Operations Associate, HSD CSM, Magnolia PS Member Project Team (Transportation, Ed. Services, Homeless Liaison, SPED Coordinator - TBD)
2 - Magnolia Kickoff Needs Assessment Intake	Data and reporting to support the vendor contract obligations. Creation of timing of reporting, invoicing, and other needs.	HSD Director of Client Operations, HSD Client Operations Associate, Magnolia PS Invoicing/Reporting Lead (TBD)

3 - Magnolia Member Onboarding	HopSkipDrive ride scheduling software training, dates, rider, caregiver, pickup/drop-off locations, timing, date exceptions	HSD Client Operations Associate, Magnolia PS Member Date/Intake Lead (TBD)
4 - Driver Recruitment & Training (Ongoing)	Recruit, train, and hire drivers	HSD Head of CareDriver Operations
5 - Outreach & Support Plan of Magnolia PS Members	Create a plan to support Magnolia's needs as it related to awarded RFP	HSD Marketing/Account Executive, Magnolia PS (TBD)
6 - Ongoing Meetings/Updates	Weekly updates on routes	Magnolia PS/HSD Director of Client Operations, HSD Client Operations Associate

Reporting, Billing, and Invoicing

HopSkipDrive uses invoice billing. See below for samples of our standard invoice and supporting trip documentation.

Invoices



HopSkipDrive, Inc.
1933 S. Broadway, Ste. 1144
Los Angeles, CA 90007 US
accounting@hopskipdrive.com
hopskipdrive.com

HopSkipDrive

Invoice

BILL TO
ABC School District
123 Fake St.
Los Angeles, CA 90007

INVOICE # 1957
DATE 04/01/2019
DUE DATE 05/01/2019
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
4031.2 B2B Base plus miles Completed Trips Base plus miles Completed Trips	4	31.0625	124.37
4032.2 B2B Base plus miles Cancelled Trips Base plus miles Cancelled Trips	2	12.83	25.66

To pay your invoice by credit card or free bank transfer click "Review and Pay" on the invoice then click "Pay Now".

You can also pay via Bill.com at https://app.bill.com/Login.
(Payment Network ID 0160726151291638)

BALANCE DUE $150.03

Organizer Invoice 1957 Account **#12345**

April 1, 2019 to April 30, 2019

ABC School District

123 Fake St., Los Angeles, CA, 90007 USA

Invoice Total: $150.03

Scheduled Start	Trip ID	Trip State	Origin Address	Destination Address	Passengers or Cancelled Passengers	Est. Miles	Total Due
4/29/2019 12:15:00 PM	1489196	canceled	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Four	9.23	$12.52
4/29/2019 10:30:00 AM	1489193	canceled	789 Test St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger One Passenger Three	7.81	$13.14
4/30/2019 2:15:00 PM	1449600	complete	789 Test St. Sherman Oaks, CA 91403 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger One Passenger Two	7.70	$33.85
4/30/2019 10:15:00 AM	1449496	complete	456 ABC St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger Four Passenger Three	7.81	$32.76
4/4/2019 12:30:00 PM	1437516	complete	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Two Passenger Four	9.23	$29.58
4/4/2019 9:15:00 AM	1437498	complete	789 Test St. Sherman Oaks, CA 91403 USA	3133 Fake St. Los Angeles, CA 90007 USA	Passenger Three Passenger One	7.81	$32.95
Grand Total						49.59	$150.83

Passenger Stats Report

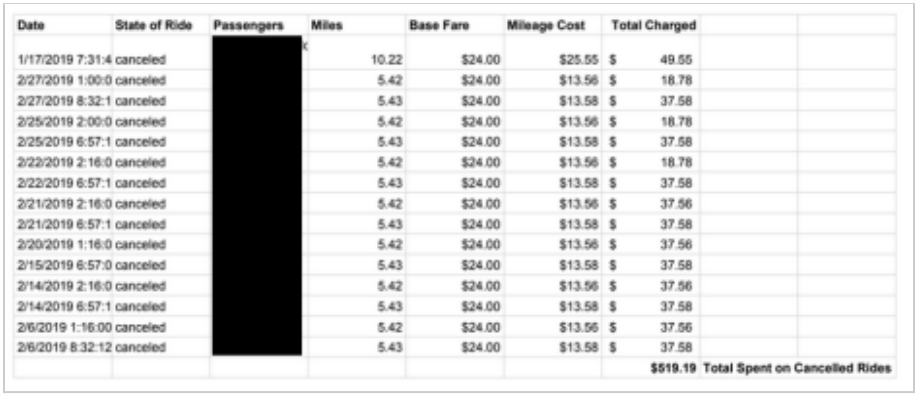
Passenger Stats for Account #209343

[redacted]

8/1/2018 to 7/5/2019

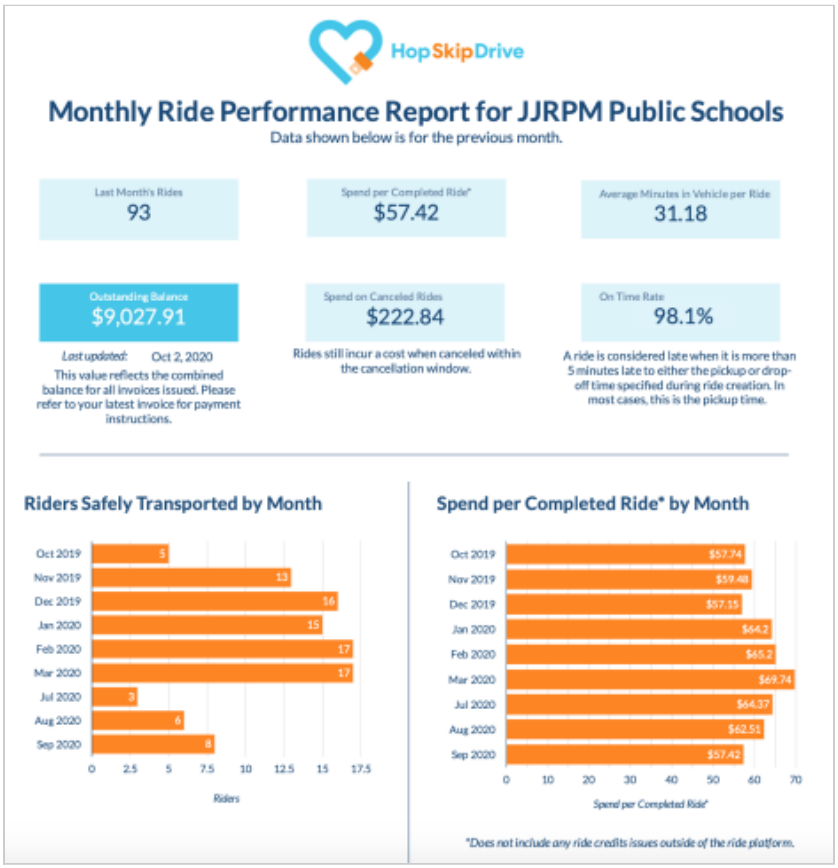
Last Name	First Name	Date of First Ride	Date of Last Ride in Period	Days Served	Weeks Served	Months Served	Age at Last Ride in Period	Avg Miles per Ride in Period	Rides in Period Completed	Rides in Period Canceled ..	Upcoming Trips
[redacted]		1/7/2019	5/29/2019	91	20	5	17	10.47	93	10	0
		1/7/2019	1/31/2019	17	4	1	9	29.80	28	0	0
		1/7/2019	1/31/2019	17	4	1	7	29.80	28	0	0

Cancellation Report



Date	State of Ride	Passengers	Miles	Base Fare	Mileage Cost	Total Charged	
1/17/2019 7:31:4	canceled	[redacted]	10.22	$24.00	$25.55	$ 49.55	
2/27/2019 1:00:0	canceled		5.42	$24.00	$13.56	$ 18.78	
2/27/2019 8:32:1	canceled		5.43	$24.00	$13.58	$ 37.58	
2/25/2019 2:00:0	canceled		5.42	$24.00	$13.56	$ 18.78	
2/25/2019 6:57:1	canceled		5.43	$24.00	$13.58	$ 37.58	
2/22/2019 2:16:0	canceled		5.42	$24.00	$13.56	$ 18.78	
2/22/2019 6:57:1	canceled		5.43	$24.00	$13.58	$ 37.58	
2/21/2019 2:16:0	canceled		5.42	$24.00	$13.56	$ 37.56	
2/21/2019 6:57:1	canceled		5.43	$24.00	$13.58	$ 37.58	
2/20/2019 1:16:0	canceled		5.42	$24.00	$13.56	$ 37.56	
2/15/2019 6:57:0	canceled		5.43	$24.00	$13.58	$ 37.58	
2/14/2019 2:16:0	canceled		5.42	$24.00	$13.56	$ 37.56	
2/14/2019 6:57:1	canceled		5.43	$24.00	$13.58	$ 37.58	
2/6/2019 1:16:00	canceled		5.42	$24.00	$13.56	$ 37.56	
2/6/2019 8:32:12	canceled		5.43	$24.00	$13.58	$ 37.58	
						$519.19	Total Spent on Cancelled Rides

A full list of standard reports is available upon request. HopSkipDrive will work with you to define any additional custom reports necessary to meet your needs.



HopSkipDrive

Monthly Ride Performance Report for JJRPM Public Schools

Data shown below is for the previous month.

Last Month's Rides	Spend per Completed Ride*	Average Minutes in Vehicle per Ride
93	$57.42	31.18

Outstanding Balance	Spend on Canceled Rides	On Time Rate
$9,027.91	$222.84	98.1%

Last updated: Oct 2, 2020

This value reflects the combined balance for all invoices issued. Please refer to your latest invoice for payment instructions.

Rides still incur a cost when canceled within the cancellation window.

A ride is considered late when it is more than 5 minutes late to either the pickup or drop-off time specified during ride creation. In most cases, this is the pickup time.

Riders Safely Transported by Month

Spend per Completed Ride* by Month

*Does not include any ride credits issues outside of the ride platform.

Cost Breakdown

ITEM	DESCRIPTION	PRICING
Base Fare - Per 1 Way Trip	Base Fare is a fixed cost per trip mobilization fee. Allows organizers to book rides at least 8 hours in advance.	$30.00
California Access for All Fee		$0.10
Per Mile Fee	PROVIDER maintains accurate daily records of student names, pickup and drop off location and time, which includes mileage. The total mileage for each ride is calculated and added to the Base Fare.	$2.50
Cancellation/no show fee	There is a $0 cancellation fee when canceled 8 hours before a scheduled ride. Rides canceled between 0-1 hours incur a cancellation fee of 100% Base Rate + Expected Distance of Ride. Rides cancelled between 1-8 hours will incur a cancellation fee of 50% Base Rate + Expected Distance of Ride.	See Description Narrative
Charge for additional rider from same household with same points of origin and destination.	No additional fee or charge will be applied for this ride type.	$0
Booster seats	No additional fee or charge for a rider needing a booster seat.	$0
On-Demand/Immediate/ Emergency rides may be booked within a 2 hour window.	OnDemand/Immediate/Emergency rides may be booked within a 2 hour window. ***Pricing is: 3(x) the base fare fee + $ 2.50 per mile.*** These rides need to be scheduled by calling 1-844-HOP-SKIP. Our Customer Support team will build the ride for you and when the ride is claimed we will send the Caredriver to the pick up immediately.	$90.00 + $2.50 Per Mile

References

Brea Olinda USD
Kerry Mamrot, Program Specialist, Special Education
1 Civic Center Circle, Level 2
Brea, CA 92821
O: 714-990-7820
E: *kmamrot@bousd.us*

Santa Ana USD
Wendy Gonzalez, Transportation Router
1601 East Chestnut Avenue
Santa Ana, CA 92701
O: 714-558-5817
E: *wendy.gonzalez@sausd.us*

Huntington Beach UHSD
West Orange County Consortium for Special Education
Rachel Rios, Fiscal Manager
5832 Bolsa Avenue
Huntington Beach, CA 92649
O: 714-903-7000, ext. 50615
E: rrios@hbuhsd.edu

San Diego County Office of Education
Foster Youth & Homeless Education Services
Susie Terry, MPH, Coordinator, Homeless Liaison
6401 Linda Vista Road
San Diego, CA 92111
O: 858-298-2062
E: *susanne.terry@sdcoe.net*

Vista Unified School District
Michelle Walsh, Student Support Services
1234 Arcadia Avenue
Vista, CA 92180
O: 760-726-2170, ext. 92180
E: *michellewalsh@vistausd.org*

Del Mar Union School District
Audrey Shepard, Program Assistant, Student Services
11232 El Camino Real

San Diego, CA 92130
O: 858-523-6188
E: *ashepard@dmusd.org*

Mount Diablo Unified School District
Lucie White Skourup, Transportation Operations Supervisor
1936 Carlotta Dr.
Concord, CA 94519
O: 925-825-7440, ext. 3719
E: *whiteskourupl@mdusd.org*

Pasadena Unified School District
Gary Turner, PUSD Transportation Dispatcher
740 W Woodbury Rd.
Pasadena, CA 91103
O: 626-396-5850, ext. 89239
E: *turner.gary@pusd.us*

Oxnard Union High School District
Corina Cherry, Transportation Supervisor
1100 West Second Street
Oxnard, CA 93030
O: 805-385-2543
E: *corina.cherry@oxnardunion.org*

Exceptions

1) To the extent that items in the RFP conflict with the Agreement dated January 24, 2022 between Magnolia Public Schools and HopSkipDrive (the "Agreement"), the terms of the Agreement shall control and all conflicting provisions shall be treated as an exception for purposes of this RFP.

REQUEST FOR PROPOSALS (RFP)

Transporters for K-12 Grade Students

Issued by:
MAGNOLIA PUBLIC SCHOOLS
250 East 1st Street Los Angeles, Suite 1500, Los Angeles, CA 90012
www.magnoliapublicschools.org

Issue Date:
Wednesday, February 9, 2022

Closing Date for Submission and Receipt:
Wednesday, March 2, 2022, at 5pm PST

Proposals are to be submitted in (2) copies to:

Contact Name: Jenny Obuchi
Title: Academic Assistant
Address: 250 E 1st St., Suite 1500
Office: (213) 628 – 3634
Fax: (714) 362-9588
Email: jobuchi@magnoliapublicschools.org
www.magnoliapublicschools.org

Note: Please use the proposal name above on all RFP correspondence.

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Background and Purpose

Established in 2001, Magnolia Public Schools (MPS) is a network of Public Charter Schools consisting of a central office (CMO) and ten school sites located throughout Southern California, serving 3,900-4,000 students in grades TK-12.

MPS is soliciting proposals to establish a cost-effective Master Agreement ("Agreement") to acquire the services outlined below.

The service would be purchased as a consortium to include all schools. Billing would be managed through Magnolia Public Schools. An itemized invoice would be needed per school site. In addition, a cost breakdown must be broken down per site to make calculations for budgeting. Any award/contract will be pending the Magnolia Public Schools Board approval and availability of funds.

Scope of Work

- To provide safe transportation to and from school. Some school routes may have one student while other routes may be more than one student. It is dependent on the school and location.
- To maintain orderly behavior and conduct of students.
- To provide a close working relationship between the management of the company and the administration and management of the school.
- To provide positive public relations between the Contractor, Magnolia Public Schools, and its patrons.
- To provide a transportation schedule that allows students minimal riding time to and from school not to exceed 60 minutes unless extended riding time beyond the 60 minutes has been approved in advance by MPS.
- Provide skilled well trained staff at all levels.

Qualifications and Requirements

- Drivers must have a current Department of Transportation Medical Certificate (DL-51) as applicable.
- Drivers must pass the First Aid Test or have a current First Aid Card and hold CPR certification.
- Drivers must participate in a pre-employment drug and alcohol test and are randomly tested thereafter.
- Drivers must attend regularly scheduled safety meetings and attend additional training sessions to maintain the skills needed to safely transport students.
- Drivers must have and maintain a clean driving record, both professionally and personally.
- Drivers' background shall be checked by the Department of Justice and/or the FBI prior to assigning to drive.
- Management shall review with the employee the Motor Vehicle Record of any employee record reveals the following:
    - Two (2) or more moving violations;

    - One (1) at-fault accident and (1) moving violation;
    - Three (3) or more seat belt violations.
- Driver shall have a valid, current California Drivers License for the type of vehicle driven to be eligible for employment in a driving position.
- TB Clearance
- Previous school transportation requirement or having a good aptitude for training
- Provide a regularly assigned driver to each route
- Certificate of Status
- Proof of Insurance (Upon approval of the proposal, the contractor must provide proof of $1Million general liability insurance)
- Minimum Automobile Liability - $100,000 per person; $300,000 per occurrence
  Property Damage - $50,000 per occurrence
  Medical Payments - $5,000 per person

Schedules

- Student arrival at school in the morning (am): between 30 minutes and 15 minutes prior to school starting time.
- Transporters arrive at school to pick up students in the afternoon (p.m.): no later than 10 minutes after school dismissal time for primary and middle schools and 15 minutes after dismissal time for high school.
- Riding time shall not exceed 45 minutes for elementary and middle school and 60 minutes for high school students
- Transporters shall not depart from school earlier than 8 minutes after school dismissal without the approval of the school principal
- SCHOOL SCHEDULES Setting of school hours is the responsibility of the schools. It is recognized, however, that school hours impact the ability of the Contractor to efficiently meet the requirements of the Agreement. The school will inform the Contractor of any planned changes in school hours, from one year to the next, no later than June 15. The Contractor will support the school in its establishment of the best combination of school and bus schedules by August 1, with all final decisions at the discretion of the school or home office.
- The contractor shall be held fully responsible for the care and supervision of passengers during their period of transportation. Transportation of a passenger shall be deemed to have begun when the passenger enters the school bus and shall end when the passenger exits from the bus and the bus have properly resumed its run

Condition and Maintenance

MPS has listed the following preferences as it relates to customer service and experience responsibilities that describe your capabilities:

- Dedicated knowledgeable, experienced representatives with quick turnaround times to inquiries
- Change order, exchanges, and cancellations (provide your policy)
- Describe the policy and procedure for invoice discrepancies

- A user-friendly and intuitive website that can support an e-commerce punch-out environment.
- Describe the quote-to-invoice process
- The ability to provide tracking and order information after an order has been placed

Reports

- DISCIPLINE AND HEALTH Contractor shall provide the School on the day of the incident, student incident reports of behavioral, disciplinary, or health problems that arise during bus trips. For urgent situations, phone contact with the school will be made immediately.
- ACCIDENT Contractor shall notify the school principal or designee immediately by telephone of any vehicle accident or injury. The Contractor will provide within two hours of an accident the number of students and staff on the vehicle at the time of the accident, their full names, and their seating position in the vehicle, where applicable. The Contractor will provide any additional information to the school as required in Home Office Policies and Procedures. The contractor shall forward within twenty-four (24) hours of each accident where an injury is sustained a written report describing all details of such accident. All other accident reports shall be submitted within forty-eight (48) hours of each accident and filed according to State law and regulations.

References

Proposing Vendors must provide a minimum of three (3) current Southern California references for which services are currently being provided. Each reference should include the contact name, address, phone number, fleet size, and scope of services. Magnolia Public Schools will check the references provided including on-site observation of operations if it is deemed necessary at the sole discretion of Magnolia Public Schools.

Monthly Review

Contractor's on-site manager shall formally meet with the Principal and member of the Academic Team or designated personnel at least once every month to report on achievements, areas of concern, activities performed in compliance with the Contract and information of interest regarding news and changes in the school transportation industry. The contractor shall make such special reports, studies, and surveys regarding student transportation as are reasonably necessary to or requested by Magnolia Public Schools.

Invoicing and Payment for Services

- Contractor shall submit an invoice to the schools at least once and not more than twice for each month of service provided under this Agreement. The invoice shall be submitted in a manner and format, and with content acceptable to the schools.

- At a minimum, the invoice shall include sufficient information and detail to support the amounts billed and shall reconcile to the route data developed under this Agreement. Each invoice shall be received by the schools not later than five (5) business days following the final date of service covered by the invoice. The invoice shall be reviewed and approved by the school within five (5) business days of receipt. If the Contractor does not receive notice from the school within this timeframe, the Contractor may assume the school has approved the invoice.
- If the school finds an error or questions the accuracy of any item on the invoice, the error or question shall be reported to the Contractor who shall reconcile the error or the question and resubmit the invoice for approval.

Key Dates

RFP Issue Date	Wednesday, Feb. 9, 2022
Deadline for Questions	Artis Callaham amcallaham@magnoliapublicschools.org
Submit Sealed Proposals By	**Wednesday, March 2, 2022, at 5:00 p.m. PST** All proposals received after the date and time set for receipt will be REJECTED. Submissions received after the time and date set will not be considered.

Magnolia Public Schools reserves the right to modify this schedule at its discretion. Notification of changes in the RFP due date and the deadline for questions will be via e-mail. Changes in any other anticipated dates will not be released unless deemed necessary at the sole discretion of Magnolia Public Schools.

Proposal Requirements

The desired partner is one who has provided a wide range of products and services to small, medium, and large-sized institutions. It is expected that the selected company will be able to provide the following information:

1- Provide an overview of the ordering process.
2- Provide contract price, exclusive offers, discounts, exclusions, and freight estimates.
3- Attach any relevant marketing materials and data sheets in the Appendices.
4- Describe the features, functions, and capabilities of your business as they relate to these key educational programs of MPS.

Project Approach

1- Describe your firm's understanding of the proposed assignment.

2- Provide a complete definition of the process that will be employed to meet the objectives of this project (e.g., approach to be taken, etc.).
3- Provide a list of laboratory equipment and science supplies that can be used with TK-12 grades across MPS
4- Provide detailed Customer service and experience protocols that support ordering, returning, and exchanging in the future.
5- Provide background information on delivery.

Additional Services
List any additional services your company may offer with a pricing structure.

Pricing
Provide an outline of the project budget with costs and any options for a payment schedule. A cost breakdown must be broken down per site for budgeting purposes.

Submission Guidelines
Proposals for furnishing the services described herein will be received until Wednesday, March 2, 2022, 5:00 p.m. PST. Vendors are responsible for the delivery of their proposals. Proposals received after the official date and time will be rejected.

Proposals must be submitted in both email and **hard copy formats**. Email proposals must be in PDF format, digitally signed. Email proposals should be addressed to jobuchi@magnoliapublicschools.org. Hard copy formats (2) copies should be mailed to:

Contact Name: Jenny Obuchi
Title: Academic Assistant
Address: 250 E 1st St. Suite 1500
Office: (213) 628 – 3634
Fax: (714) 362-9588
Email: jobuchi@magnoliapublicschools.org
www.magnoliapublicschools.org

The RFP proposal submission deadline must clearly appear on the proposal's cover.
All questions should be submitted to amcallaham@magnoliapublicschools.org on or before Wednesday, March 2, 2022.

This solicitation & any addendum are posted on our website at: www.magnoliapublicschools.org
There will be an optional public bid opening at the aforementioned time and place (attendance at the bid opening is not required.)

Submission Format: Bidders should submit their response in the preferred format (recommended but not required):

- Provide a letter of Introduction

- Table of Contents. Should include a list of all sections and appendices in the RFP response and indicate corresponding page numbers, if appropriate.
- Organization's name, contact person, address, telephone number(s), fax number, and company qualifications. A brief introduction of the company and/or managing staff. Bids should be signed by the person(s) authorized to bind the company to their proposed offer (RFP response).
- Attach other information as deemed necessary by the RFP, including customer feedback, key staff bios or resumes, and other relevant information.
- Proposal Content. Full details of the bidder's Proposal, including general approach, methods, and explanations of how all RFP specifications will be achieved.
- Cost breakdown including add-ons. Bidders should include various cost models associated with products and delivery. Provide contract price, exclusive offers, discounts, exclusions, and freight estimates.
- Appendices
- Bidders will provide the following with their Proposal: Three (3) references, including contact information of the end-user for services of a similar nature, including the dollar value where available.
- **Vendor Services Agreement**: The vendor should include any proposed contract and maintenance agreement language for review.

Evaluation Criteria

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in the proposal. The award will be based on the following criteria:

Criteria	Possible Points
Rate Schedule	50
Responsiveness to RFP Requirements and Specifications	25
Safety Factors within Respondent's Proposal	15
Recommendations from two Clients	10
TOTAL	100

Acceptance of Proposal

- The bid will be awarded in writing to the bidder whose proposal is determined to be the best fit for individual school goals, as determined under the sole discretion of the school's evaluation committee and approved by the Board afterward.
- MPS and the Board of Directors reserve the right to reject any or all Proposals or waive any formality or technicality in the best interest of each school.

- MPS reserves the right to make a single award or to make multiple awards at its discretion.

Specific Information

Proposals shall be signed by an authorized representative of the bidder. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the purchasing agency.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. The information which the bidder desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.

Bids must be valid for at least 120 days from the bid opening. Submission of a response to the request for proposal constitutes an acknowledgment and acceptance of all bid specifications by the responding vendor.

Proposal Revisions

Proposal revisions must be received prior to the RFP submission closing date and time. Disclosure All documents submitted by bidders shall become the property of MPS. Proposal information is proprietary and as such shall be treated as confidential until such time as a Provider is selected by MPS and an award is made when all submissions considered by MPS become public record.

Information pertaining to the schools obtained by the bidder as a result of participation in this project is confidential and must not be disclosed without written authorization from MPS.

Cover Sheet

Approval of MPS E-Rate Funding Year 2022

Section: IV. Action Items
Item: C. Approval of MPS E-Rate Funding Year 2022
Purpose: Vote
Submitted by:
Related Material: E-Rate Eligible Equipment and Services.pdf

Board Agenda Item #	IV C: Action Item
Date:	March 24, 2022
To:	Magnolia Public Schools - Board of Directors
From:	Alfredo Rubalcava CEO & Superintendent
Staff Lead:	Rasul Monoshev, Director of Technology
RE:	Retroactive approval of Magnolia Public Schools(MPS) E-Rate eligible equipment and services: • Charter Spectrum: o 10 GBps Internet services($3,555.30/monthly) for Magnolia Science S Academy (MSA)-1, MSA- Santa Ana o 5 GBps Internet services($2,300.00/monthly) for MSA-2, MSA-6, MSA-7, and Home Office o Note: MSA-5 is collocated with MSA-1 and MSA-3, MSA-4, MSA-8, and MSA-San Diego are continuing multiyear contracts. • Digital Synergy o Cabling ▪ MSA-1 $4,290.00 One time ▪ MSA-2 $500.00 One time ▪ MSA-Santa $ 14,327.11 One time o Equipments ▪ MSA-1 $ 28,136.87 One time ▪ MSA-2 $ 37,470.23 One time ▪ MSA-Santa $ 38,014.17 One time

Proposed Board Recommendation

I move that the board to retroactively approve the winning bids which were approved by MPS CEO, Mr. Rubalcava with the powers granted to him by the board February 10th for the E-Rate RFP posting.

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 FY2022 is

expected to be 80% for Internet, WAN connectivity and network infrastructure components (e.g., switches, wireless access points, cabling). MPS' discount for voice services is expected to be 80% for FY2022.

For planning phase, we've reached out to all IT managers if their site needs any maintenance during the 2022 summer break as a preparation for the upcoming school year. After, we planned the requirements with MSA-1, 2, and Santa Ana's IT Managers who responded with the equipment and cabling needs. We let our consultants know those needs and published RFP on the E-Rate portal which is publicly available for E-Rate eligible vendors. We also opened or schools' doors to vendors for the site walkthrough to give us accurate estimates.

Consistent with E-Rate rules, MPS filed an FCC Form 470S (#220007873 for cabling and equipment and #220020021 for internet) and associated RFP to initiate an open and fair competitive bidding process. The milestones and important due date is listed below:

- 02/14/22 – Form 470 and RFP for E-Rate eligible equipment and services for all schools was released with proposal due date of 03/14/22. (E-Rate requires a minimum of 28 days before proposals may be evaluated.)
- On 02/16/22, 02/18/22 – We released RFP Amendments to answer detailed vendor questions about our requirements and also opening for site walkthroughs.
- 03/14/22– Proposals were due.
- 03/16/22– Rasul Monoshev (MPS) and E-Rate consultant, Tom Wilkerson (Learningtech) met to go over the bid evaluation matrices and finalize the recommendation on the winning bids.
- 03/22/22 – The Form 471 submittal deadline. We will need to submit awarded winning bidder authorization on our end and request for funding for eligible items.

The bids evaluated with:

Factor	Weight
Cost of Eligible products and services during initial contract term	25%

Factor	Weight
Functionality/completeness/specifications of proposed solution[1]	24%
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record	6%
Contract terms and conditions[2]	5%
Projected implementation timeline based on prior performance	15%
Low cost of ineligible products and services[3] during initial contract term	15%
Extent to which a single-provider, turnkey solution is provided[4]	5%
Quality of proposal documentation	5%
Total	**100.00%**

We received bids for

[1] 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]. For Category 1 services, whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections, is also a consideration. For Category 2, consideration is given to: completeness of solution; compatibility with existing components; installation complexity; installation timetable. If self-installation is required, sample instructions should be provided.

[2] Among other considerations as to terms and conditions, contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. In California, Vendors participating in California Teleconnect Fund may be scored higher. SPI invoicing is expected. 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.

[3] Such as cost of handsets or Early Termination Fees.

[4] *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 completely addresses all the requirements (or even addresses multiple categories, such as Telecom and Internet). In the case of Category 2 services, Applicant has the preference, but not a requirement, for a solution wherein a single contract with a single vendor completely addresses all requirements; however, use of subcontractors is acceptable.

Category 1: From ATT and Charter Spectrum for internet service. The Charter Spectrum won the bidding process as a winning bid and was recommended for approval.

Category 2: From Digital Synergy, Gigacom, and X-Act Tech for the MSA-1, 2, and Santa Ana cabling and equipment needs. Digital Synergy won the bidding process as a winning bid and was recommended for approval.

Budget Implications

- The internet service and the RFPed technology needs are being budgeted for 2022-23 fiscal year -- internet service for all sites and cabling, networking equipment for MSA-1, MSA-2, and MSA - Santa Ana.

CFO Approval:

Attachments:

- Bid evaluation matrix
- MPS Released RFP and the amendments
- Bids from vendors for Category 1 and 2

For easier read and faster reach to specific sections of this combined document is organized with folder structure and are available here:

https://www.dropbox.com/sh/afj9o7uo5r1rdv3/AAAgM-3MM0KKzHVsLBavlXj6a?dl=0

Name of Staff Originator: Rasul Monoshev

SCORED BID EVALUATION MATRIX

Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 1 SERVICES		
220020021	17003590	© 2009-2021 The Miller Institute for Learning with Technology. Permission is given to K-12 institutic			
1 Gbps for Palms, 5 Gbps for Valley, Northridge, MPS Central Office. 10 Gbps for Reseda, Santa Ana					
		Bidders:			
Discount Percent for INTERNET Services	80%	SEE INSTRUCTIONS - START HERE tab; er		(This section is automatically Calculated)	
		Vendors' Scores		Vendors' Ratings	
		AT&T	Charter	AT&T	Charter
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	$ 7,821.66	$ 7,700.00		
Monthly Costs	NOT eligible Monthly Recurring				
Monthly Costs	Total Monthly Recurring	$ 7,821.66	$ 7,700.00		
1st Year Costs	TOTAL 1st year Costs	$ 93,859.92	$ 92,400.00		
1st Year Costs	Total 1st year NOT eligible Costs	$ -	$ -		
1st Year Costs	Total 1st year ELIGIBLE Services	$ 93,859.92	$ 92,400.00		
Least 1st year Cost of Eligible Services	**$ 92,400.00**			**1st year cost must be most cost effecti**	
	Contract Term in MONTHS	36	36		
	TOTAL CONTRACT Eligible Cost	$ 281,579.76	$ 277,200.00		
Least CONTRACT Cost of Eligible Services	**$ 277,200.00**			**Total contract cost must be most cost e**	
Evaluation Criterion	Weight				
For INTERNAL Reference ONLY	vs 1st year	4.92	5.00		
For INTERNAL Reference ONLY	vs. CONTRACT	4.92	5.00		
Cost of Eligible products and services during *initial* contract term	25%	4	5	1.00	1.25
Comments		$ 0.13	$ 0.13		
Functionality/completeness/specifications of proposed solution	24%	5	5	1.20	1.20
Comments					
Low cost of *in* eligible products and services during *initial* contract term	15%	5	5	0.75	0.75
Comments					
Projected implementation timeline based on prior performance	15%	4	5	0.60	0.75
Comments					
Vendor qualifications	6%	4	5	0.24	0.30
Prior Yr Funding Requested	select from vendor list tab	$ 77,605,511.89	$ 90,634,357.08		
Comments					
Contract terms and conditions	5%	5	5	0.25	0.25
Comments					
Extent to which a single-provider, turnkey solution is provided	5%	5	5	0.25	0.25
Comments					
Quality of proposal documentation	5%	4	5	0.20	0.25
Comments		No pricing form			
Total	100%			4.49	5.00
Comments					
		Final Rankings (1,2,3)		**Final Rankings (1,2,3)**	
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating	#NAME?	2	1	2	1
File name and location of where cost values came from	Page#				
AT&T					
mps_y25_c1_att_pricing_proposal.pdf	Page 5	MRC			
Magnolia Science Academy Palms MSA 6	1512 Arlington Ave	$ 3,555.30			
Magnolia Science Academy Valley	17125 Victory Blvd.	$ 3,555.30			
Magnolia Science Academy Elementary7 (Northridge)	18355 Roscoe Blvd.	$ 3,555.30			
Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500	$ 3,555.30			
Magnolia Science Academy	18238 Sherman Way	$ 3,555.30			
Magnolia Science Academy Santa Ana	2840 W. 1st Street	$ 3,555.30			
	...				
	all sites	$ 7,110.60			
10%	tax	$ 711.06			
		$ 7,821.66			
Charter					
mps_y25_c1_charter_pricing_form.xlsx			MRC		
Magnolia Science Academy Palms MSA 6	1512 Arlington Ave		$ 3,500.00		
Magnolia Science Academy Valley	17125 Victory Blvd.		$ 3,500.00		
Magnolia Science Academy Elementary7 (Northridge)	18355 Roscoe Blvd.		$ 3,500.00		
Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500		$ 3,500.00		
Magnolia Science Academy	18238 Sherman Way		$ 3,500.00		
Magnolia Science Academy Santa Ana	2840 W. 1st Street		$ 3,500.00		
	...				
	all sites		$ 7,000.00		
10%	tax		$ 700.00		
			$ 7,700.00		

Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 1 SERVICES		
220020021	17003590	© 2009-2021 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use,			
1 Gbps for Palms, 5 Gbps for Valley, Northridge, MPS Central Office					
		Bidders:			
Discount Percent for INTERNET Services	80%	SEE INSTRUCTIONS - START HERE tab; er	(This section is automatically Calculated)		
		Vendors' Scores		Vendors' Ratings	
		AT&T	Chater	AT&T	Chater
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	$ 12,402.02	$ 10,120.00		
Monthly Costs	NOT eligible Monthly Recurring				
Monthly Costs	Total Monthly Recurring	$ 12,402.02	$ 10,120.00		
1st Year Costs	TOTAL 1st year Costs	$ 148,824.19	$ 121,440.00		
1st Year Costs	Total 1st year NOT eligible Costs	$ -	$ -		
1st Year Costs	Total 1st year ELIGIBLE Services	$ 148,824.19	$ 121,440.00		
Least 1st year Cost of Eligible Services	**$ 121,440.00**			**1st year cost must be most cost effective**	
	Contract Term in MONTHS	36	36		
	TOTAL CONTRACT Eligible Cost	$ 446,472.58	$ 364,320.00		
Least CONTRACT Cost of Eligible Services	**$ 364,320.00**			**Total contract cost must be most cost effective**	
Evaluation Criterion	Weight				
For INTERNAL Reference ONLY	vs 1st year	4.08	5.00		
For INTERNAL Reference ONLY	vs. CONTRACT	4.08	5.00		
Cost of Eligible products and services during *initial* contract term	25%	4	5	1.00	1.25
Comments		$ 0.62	$ 0.51		
Functionality/completeness/specifications of proposed solution	24%	5	5	1.20	1.20
Comments					
Low cost of *in* eligible products and services during *initial* contract term	15%	5	5	0.75	0.75
Comments					
Projected implementation timeline based on prior performance	15%	4	5	0.60	0.75
Comments					
Vendor qualifications	6%	4	5	0.24	0.30
Prior Yr Funding Requested	select from vendor list tab	$ 77,605,511.89	$ 90,634,357.08		
Comments					
Contract terms and conditions	5%	5	5	0.25	0.25
Comments					
Extent to which a single-provider, turnkey solution is provided	5%	5	5	0.25	0.25
Comments					
Quality of proposal documentation	5%	4	5	0.20	0.25
Comments		No pricing form			
Total	100%			4.49	5.00
Comments					
		Final Rankings (1,2,3)		**Final Rankings (1,2,3)**	
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating	#NAME?	2	1	2	1

File name and location of where cost values came from	Page#		
AT&T			
mps_y25_c1_att_pricing_proposal.pdf	Page 5	MRC	
Magnolia Science Academy Palms MSA 6	1512 Arlington Ave	$ 2,818.64	
Magnolia Science Academy Valley	17125 Victory Blvd.	$ 2,818.64	
Magnolia Science Academy Elementary7 (Northridge)	18355 Roscoe Blvd.	$ 2,818.64	
Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500	$ 2,818.64	
	...		
	all sites	$ 11,274.56	
10%	tax	$ 1,127.46	
		$ 12,402.02	
Charter			
mps_y25_c1_charter_pricing_form.xlsx			MRC
Magnolia Science Academy Palms MSA 6	1512 Arlington Ave		$ 2,300.00
Magnolia Science Academy Valley	17125 Victory Blvd.		$ 2,300.00
Magnolia Science Academy Elementary7 (Northridge)	18355 Roscoe Blvd.		$ 2,300.00
Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500		$ 2,300.00
	...		
	all sites		$ 9,200.00
10%	tax		$ 920.00
			$ 10,120.00

Bid Evaluation Matrix	BEN	Magnolia Public Schools	CATEGORY 2 SER\CATEGORY 2 SERVICES
220007873	17003590	© 2009-2022 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 nc	

MSA-SA – 800 feet multimode 10 Gbps fiber cabling w/LC connectors.
MSA-1 – 9600 feet CAT6 or better copper cabling, plus related components, to support eight indoor and four outdoor WAPs.
MSA-2 – 400 feet CAT6 or better copper cabling, plus related components to support two outdoor WAPs.

		Bidders:						
Discount Percent for Category 2	80%	SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation F				(This section is automatically Calculated)		
		Vendors' Scores				Vendors' Ratings		
		DSC	X-act Tech	GigaKOM		DSC	X-act Tech	GigaKOM
1-time Non-recurring Costs	ELIGIBLE 1-time	$ 14,327.11	$ 41,696.55	$ 31,533.36	$ -			
1-time Non-recurring Costs	NOT eligible 1-time	$ -	$ -	$ -	$ -			
1-time Non-recurring Costs	Total 1-time Cost	$ 14,327.11	$ 41,696.55	$ 31,533.36	$ -			
Monthly Costs	ELIGIBLE Monthly Recurring							
Monthly Costs	NOT eligible Monthly Recurring							
Monthly Costs	Total Monthly Recurring	$ -	$ -	$ -	$ -			
1st Year Costs	TOTAL 1st year Costs	$ 14,327.11	$ 41,696.55	$ 31,533.36	$ -			
1st Year Costs	Total 1st year NOT eligible Costs	$ -	$ -	$ -	$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	$ 14,327.11	$ 41,696.55	$ 31,533.36	$ -			
Least 1st year Cost of Eligible Services	**$ 14,327.11**					**1st year cost must be most cost effective**		
	Contract Term in MONTHS	0	0	0	0			
	TOTAL CONTRACT Eligible Cost	$ 14,327.11	$ 41,696.55	$ 31,533.36	$ -			
Least CONTRACT Cost of Eligible Services	**$ 14,327.11**					**Total contract cost must be most cost effective**		
Evaluation Criterion	Weight							
For INTERNAL Reference ONLY	vs 1st year	5.00	1.72	2.27	0.00			
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	1.72	2.27	0.00			
Cost of Eligible products and services during *initial* contract term	25%	5.00	1.72	2.27		1.25	0.43	0.57
Comments								
Functionality/completeness/specifications of proposed solution	24%					0.00	0.00	0.00
Comments		DSC	Berktek	GigaKOM				
Low cost of *in* eligible products and services during *initial* contract term	19%					0.00	0.00	0.00
Comments								
Contract terms and conditions	9%					0.00	0.00	0.00
Comments								
Extent to which a single-provider, turnkey solution is provided	9%					0.00	0.00	0.00
Comments								
Vendor qualifications	7%					0.00	0.00	0.00
Prior Yr Funding Requested	select from vendor list tab	$ 380,249.81	$ 50,397.25	$ 4,987,597.53				
Comments								
Quality of proposal documentation	7%					0.00	0.00	0.00
Comments								
Total	100%					1.25	0.43	0.57
Comments								
		Final Rankings (1,2,3)				**Final Rankings (1,2,3)**		
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating	#NAME?	1	3	2	4	1	3	2

Bid Evaluation Matrix	BEN	Magnolia Public Schools	CATEGORY 2 SER\CATEGORY 2 SERVICES
220007873	17003590	© 2009-2022 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 nc	

MSA-3A – Four Aruba Switches w/licenses, four SFP+ transceivers per switch.

MSA-1 – Eight indoor and four outdoor WAPs. Four Aruba Switches w/licenses, four 10 Gbps SFP+ transceivers per switch, eighteen WAPs w/licenses.

MSA-2 – Two outdoor AP

		Bidders:						
Discount Percent for Category 2	80%	SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation F				(This section is automatically Calculated)		
		Vendors' Scores				Vendors' Ratings		
		DSC	X-act Tech	GigaKOM		DSC	X-act Tech	GigaKOM
1-time Non-recurring Costs	ELIGIBLE 1-time	$ 103,621.27	$ 116,352.00	$ 106,308.58	$ -			
1-time Non-recurring Costs	NOT eligible 1-time	$ -	$ -	$ -	$ -			
1-time Non-recurring Costs	Total 1-time Cost	$ 103,621.27	$ 116,352.00	$ 106,308.58	$ -			
Monthly Costs	ELIGIBLE Monthly Recurring							
Monthly Costs	NOT eligible Monthly Recurring							
Monthly Costs	Total Monthly Recurring	$ -	$ -	$ -	$ -			
1st Year Costs	TOTAL 1st year Costs	$ 103,621.27	$ 116,352.00	$ 106,308.58	$ -			
1st Year Costs	Total 1st year NOT eligible Costs	$ -	$ -	$ -	$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	$ 103,621.27	$ 116,352.00	$ 106,308.58	$ -			
Least 1st year Cost of Eligible Services	**$ 103,621.27**					**1st year cost must be most cost effective**		
	Contract Term in MONTHS	0	0	0	0			
	TOTAL CONTRACT Eligible Cost	$ 103,621.27	$ 116,352.00	$ 106,308.58	$ -			
Least CONTRACT Cost of Eligible Services	**$ 103,621.27**					**Total contract cost must be most cost effective**		
Evaluation Criterion	Weight							
For INTERNAL Reference ONLY	vs 1st year	5.00	4.45	4.87	0.00			
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	4.45	4.87	0.00			
Cost of Eligible products and services during *initial* contract term	25%	5.00	4.45	4.87		1.25	1.11	1.22
Comments								
Functionality/completeness/specifications of proposed solution	24%					0.00	0.00	0.00
Comments		Ruckus	Aruba	Aruba				
Low cost of *in* eligible products and services during *initial* contract term	19%					0.00	0.00	0.00
Comments								
Contract terms and conditions	9%					0.00	0.00	0.00
Comments								
Extent to which a single-provider, turnkey solution is provided	9%					0.00	0.00	0.00
Comments								
Vendor qualifications	7%					0.00	0.00	0.00
Prior Yr Funding Requested	select from vendor list tab	$ 380,249.81	$ 50,397.25	$ 4,987,597.53				
Comments								
Quality of proposal documentation	7%					0.00	0.00	0.00
Comments								
Total	100%					1.25	1.11	1.22
Comments								
		Final Rankings (1,2,3)				**Final Rankings (1,2,3)**		
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating	#NAME?	1	3	2	4	1	3	2

Bid Evaluation Matrix	BEN	Magnolia Public Schools	CATEGORY 2 SERVICES
220007873	17003590	© 2009-2022 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so l	

		Bidders:					
Discount Percent for Category 2	80%	SEE INSTRUCTIONS - START HERE tab; enter Score per Ven			(This section is automatically Calculated)		
		Vendors' Scores			Vendors' Ratings		
		DSC	X-act Tech	GigaKOM	DSC	X-act Tech	GigaKOM
1-time Non-recurring Costs	ELIGIBLE 1-time	$ 117,948.38	$ 158,048.55	$ 137,841.94			
1-time Non-recurring Costs	NOT eligible 1-time	$ -	$ -	$ -			
1-time Non-recurring Costs	Total 1-time Cost	$ 117,948.38	$ 158,048.55	$ 137,841.94			
Monthly Costs	ELIGIBLE Monthly Recurring						
Monthly Costs	NOT eligible Monthly Recurring						
Monthly Costs	Total Monthly Recurring	$ -	$ -	$ -			
1st Year Costs	TOTAL 1st year Costs	$ 117,948.38	$ 158,048.55	$ 137,841.94			
1st Year Costs	Total 1st year NOT eligible Costs	$ -	$ -	$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	$ 117,948.38	$ 158,048.55	$ 137,841.94			
Least 1st year Cost of Eligible Services	**$ 117,948.38**				**1st year cost must be most cost effective**		
	Contract Term in MONTHS	0	0	0			
	TOTAL CONTRACT Eligible Cost	$ 117,948.38	$ 158,048.55	$ 137,841.94			
Least CONTRACT Cost of Eligible Services	**$ 117,948.38**				**Total contract cost must be most cost effective**		
Evaluation Criterion	Weight						
For INTERNAL Reference ONLY	vs 1st year	5.00	3.73	4.28			
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	3.73	4.28			
Cost of Eligible products and services during *initial* contract term	25%	5.00	3.00	4.25	1.25	0.75	1.06
Comments							
Functionality/completeness/specifications of proposed solution	24%	5	5	5	1.20	1.20	1.20
Comments		Ruckus	Aruba	Aruba			
Low cost of *in* eligible products and services during *initial* contract term	19%	5	5	4	0.95	0.95	0.76
Comments				Contingency added			
Contract terms and conditions	9%	5	5	4	0.45	0.45	0.36
Comments		No Contingency	No Contingency	Contingency added			
Extent to which a single-provider, turnkey solution is provided	9%	5	5	5	0.45	0.45	0.45
Comments							
Vendor qualifications	7%	5	4	4	0.35	0.28	0.28
Prior Yr Funding Requested	select from vendor list tab	$ 380,249.81	$ 50,397.25	$ 4,987,597.53			
Comments		Showed up to the walkthrough					
Quality of proposal documentation	7%	5	5	5	0.35	0.35	0.35
Comments							
Total	100%				**5.00**	4.43	4.46
Comments							
		Final Rankings (1,2,3)			**Final Rankings (1,2,3)**		
Robustness: (1st rank rating - 2nd rank rating)/1st rank rating	10.8%	1	3	2	1	3	2
File name and location of where cost values came from	**Page#**						
mps_y25_c2_gigakom_hardware_pricing.pdf				$ 98,814.96			

POSTED

RFP

Magnolia Public Schools
FY2022 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

E-Rate Eligible Category 1 Products and Services

Funding Year 2022: 7/1/2022 – 6/30/2023

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220020021 (**Nickname: mps_y25_470_c1)

Submit QUESTIONS about this RFP or associated Form 470 by email to:

erate.mps@learningtech.org

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of **QUESTIONS** is **12pm PST,**
20 calendar days from the Certified Date
shown on the associated Form 470.

Submit PROPOSALS, including Signature Page and Pricing Form by email[1] to:

erate.mps@learningtech.org

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of PROPOSALS is **12pm PST,**
28 calendar days from the Certified Date
shown on the associated Form 470.

[1] In the unlikely event of technical difficulties, please contact the Technical Contact indicated on the Form 470.

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PART 2 – SPECIFIC INFORMATION

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.

PLEASE NOTE (per https://www.usac.org/e-rate/applicant-process/competitive-bidding/):

> **Requests for Proposal**
> The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use "RFP" or "RFP document" generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

Thus, a formal response to each paragraph of this RFP is neither required nor desired.

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 current situation and desired solutions)
- Proposal submission details:
  - Questions email and deadline
  - Submission mechanism and deadline
  - Vendor meeting dates and times (if applicable)
- 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.**

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SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. Applicant Background

The following background information about the Applicant may be helpful in preparing a responsive bid.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava, CEO and Superintendent
Applicant Implementation Contact	Rasul Monoshev, IT Director
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

General Description

Magnolia Public Schools is a 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, 1 school in San Diego, and no annexes. MPS applies for E Rate as a "charter district."

Network Topology

Each MPS site has its own Direct Internet Access [DIA] supplied by Charter:

- 5 Gbps for Central Office
- 10 Gbps for MSA-1 Reseda
    - MSA-5 Los Lobos (co-located with MSA1 until further notice, therefore does not require separate service for 2022-2023 school year)
- 5 Gbps for MSA-2 Valley
- 5 Gbps for MSA-3 Carson
- 5 Gbps for MSA-4 Venice
- 1 Gbps for MSA-6 Palms
- 5 Gbps for MSA-7 Elementary
- 10 Gbps for MSA-8 Bell
- 10 Gbps for MSA-SD
- 10 Gbps for MSA Santa Ana

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Entities/Sites

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).

#	Site Name Address	BEN
	Magnolia Public Schools District 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590
1	**Magnolia Science Academy Carson (MSA-3)** 1254 East Helmick Street Carson, CA 90746	16056858
2	**Magnolia Science Academy Venice (MSA-4)** 11330 West Graham Place Los Angeles, CA 90064	16056859
3	**Magnolia Science Academy Bell (MSA-8)** 6411 Orchard Avenue Bell, CA 90201	17016161
4	**Magnolia Science Academy San Diego (MSA-SD)** 6525 Estrella Avenue San Diego, CA 92120	16056862
5	**Magnolia Science Academy (MSA-1)** 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building)	234483
6	**Magnolia Science Academy Los Lobos (MSA-5)** 18220 Sherman Way Reseda, CA 91335 (previously at 18230 Kittridge St., Reseda)	16056860
7	**Magnolia Science Academy Santa Ana (MSA-SA)** 2840 W. 1st Street Santa Ana, CA 92703	16056863
8	**Magnolia Science Academy Valley (MSA-2)** 17125 Victory Blvd. Van Nuys, CA 91406	16056857
9	**Magnolia Science Academy Elementary Northridge (MSA-7)** 18355 Roscoe Blvd. Northridge, CA 91325	16028804
10	**Magnolia Public Schools Central Office** 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776
11	**Magnolia Science Academy Palms (MSA-6)** 1512 Arlington Ave Los Angeles, CA 90019	16056861

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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/e-rate/applicant-process/before-you-begin/eligible-services-overview/.

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

B.1 Category 1, Direct Internet Access

Direct Internet Access			
Project Overview: DIA for several sites: ○ 1 Gbps for Palms ○ 5 Gbps for Valley, Northridge, MPS Central Office ○ 10 Gbps for Reseda, Santa Ana			
Recipient of Service **Service Address** **FY2022 Bandwidth**	**Handoff**	**CPE**	**Static Public IP Addresses**
Magnolia Science Academy Palms MSA 6 1512 Arlington Ave Los Angeles, CA 90019 **1 Gbps** **Month-to-Month Service** **(transition period if needed)**	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable
Magnolia Science Academy Valley 17125 Victory Blvd. Van Nuys, CA 91406 **Magnolia Science Academy Elementary 7 (Northridge)** 18355 Roscoe Blvd. Northridge, CA 91325 **5 Gbps for each school** **Month-to-Month Service** **(transition period if needed)**	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable
Magnolia Science Academy Santa Ana 2840 W. 1st Street Santa Ana, CA 92703 **10 Gbps** **Month-to-Month Service** **(transition period if needed)**	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Direct Internet Access			
Project Overview: DIA for several sites: ○ 1 Gbps for Palms ○ 5 Gbps for Valley, Northridge, MPS Central Office ○ 10 Gbps for Reseda, Santa Ana			
Recipient of Service **Service Address** **FY2022 Bandwidth**	**Handoff**	**CPE**	**Static Public IP Addresses**
Magnolia Science Academy Palms MSA 6 1512 Arlington Ave Los Angeles, CA 90019 **Minimum 1 Gbps** **Preferred 1 Gbps** **Scalable Up to 5 Gbps** **Preferred Contract Term** **(36 months)**	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable
Magnolia Science Academy Valley 17125 Victory Blvd. Van Nuys, CA 91406 **Magnolia Science Academy Elementary7 (Northridge)** 18355 Roscoe Blvd. Northridge, CA 91325 **Magnolia Public Schools Central Office** 250 East 1st Street, Suite 1500 Los Angeles, CA 90012 *Starting 1/1/2023* **Minimum 5 Gbps for each school** **Preferred 5 Gbps for each school** **Scalable Up to 10 Gbps for each school** **Preferred Contract Term** **(36 months)**	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Direct Internet Access			
Project Overview: DIA for several sites: ○ 1 Gbps for Palms ○ 5 Gbps for Valley, Northridge, MPS Central Office ○ 10 Gbps for Reseda, Santa Ana			
Recipient of Service **Service Address** **FY2022 Bandwidth**	**Handoff**	**CPE**	**Static Public IP Addresses**
Magnolia Science Academy 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building) *Starting 3/11/2023* **Magnolia Science Academy Santa Ana** 2840 W. 1st Street Santa Ana, CA 92703 **Minimum 10 Gbps for each school** **Preferred 10 Gbps** **Preferred Contract Term** **(36 months)**	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable

Other Specifications:

- Bid should include handoff to be provided
- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function
- Strongly prefer that if vendor supplies any Customer Premise Equipment [CPE], it 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 preferred
- Network availability >= 99.99% preferred
- No early termination fees preferred
- Burstable Bandwidth = No
- 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
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- 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 so in spreadsheet in separate rows or by adding additional tabs or by submitting separate Pricing Forms per site

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- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- Implementation: To coincide with E-Rate funding year dates, maximize potential E-Rate discounts, and coordinate with expiring contracts, Applicant strongly prefers that activation be on, or within a few days of following, with preference of up to 30 days prior to allow for testing.[2]

  07/01/22 start date for Palms, Valley, Northridge, Santa Ana
  01/01/23 start date for Central Office
  03/11/23 start date for MSA-1 in Reseda

  Please include commitment date for activation in your proposal. Sooner implementation would be acceptable if Early Termination Fees do not apply to existing service
- Contract preference: To coincide with E-Rate funding year closure, 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 otherwise, the preferred contract term is:
  - Initial term of *approximately* three (3) years, ending on 6/30 of the year that begins the 3rd year of service
  - Two (2) 1-year optional renewals after initial term
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**

[2] Applicant understands that overlapping service is "redundant" and not eligible for E-Rate discounts.

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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**.[3]

☐ A Vendor Walk Through will be held at **date** and **time** and **location** to be announced via RFP Amendment. **Applicant's COVID safety measures must be followed.**

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**.[4]

Sign-in and a printed 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.

[3] In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.
[4] In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

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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 for new services
- 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
- 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 the Applicant receives less than two (2) responsive bids, the Applicant, at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further ensure fair and open competitive bidding.

All qualified proposals will be evaluated using the following factors and weights.

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Criterion	Weight
Cost of eligible products and services[5] during *initial* contract term	25%
Functionality/completeness/specifications of proposed solution[6]	24%
Low cost of *in*eligible products and services[7] during *initial* contract term	15%
Projected implementation timeline based on prior performance[8]	15%
Vendor qualifications[9]	6%
Contract terms and conditions[10]	5%
Extent to which a single-provider, turnkey solution is provided[11]	5%
Quality of proposal document(s)[12]	5%
Total	**100.00%**

E. OTHER SPECIFICS

No additional specifications are available.

[5] This criterion is required and must be the most heavily weighted, per E-Rate program rules.

[6] 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, handoff) and services. Solutions that emphasize student data security are strongly preferred.

[7] Such as Early Termination Fees.

[8] Vendor proven ability to install efficiently (on 1st attempt) and timely (7/1 of funding year, unless otherwise specified elsewhere in this RFP).

[9] Factors to be considered include: industry experience, references, credentials, certifications, and E-Rate compliance/experience/track record.

[10] 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 will generally be scored higher. Option for renewal terms is a plus. 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.

[11] *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract/single vendor mostly/completely addresses all of the requirements.

[12] The extent to which the proposal documents are clear, complete, consistent, accurate, and adhere to RFP requirements. Also, vendor responsiveness during bid evaluation.

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Proposal Signature Page

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220020021 (**Nickname: mps_y25_470_c1)

For the Vendor:

_____
Signature

_____
Printed Name and Title Vendor Name

_____
Date SPIN Pricing Form
Reference # (if using 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.

Authorized Signature	mm/dd/yy
Signature	Date
Name	Title
Printed Name	Title

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

E-Rate Eligible Category 2 Products and Services

Funding Year 2022: 7/1/2022 – 6/30/2023

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220007873** (Nickname: mps_y25_470_c2

Submit QUESTIONS about this RFP or associated Form 470 by email to:
erate.mps@learningtech.org
Unless indicated elsewhere (e.g., by amendment to this RFP), the deadline for submission of **QUESTIONS** is **12pm PST,** **20 calendar days from the Certified Date** shown on the associated Form 470.

Submit PROPOSALS, including Signature Page and Pricing Form by email[1] to:
erate.mps@learningtech.org
Unless indicated elsewhere (e.g., by amendment to this RFP), the deadline for submission of PROPOSALS is **12pm PST,** **28 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
MSA-SA 2840 W. 1st Street, Santa Ana, CA 92703 **MSA-1 18238 Sherman Way, Reseda, CA 91335** **MSA-2 17125 Victory Blvd., Van Nuys, CA 91406**

[1] In the unlikely event of technical difficulties, please contact the Technical Contact indicated on the Form 470.

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PART 2 – SPECIFIC INFORMATION

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.

PLEASE NOTE (per https://www.usac.org/e-rate/applicant-process/competitive-bidding/):

> **Requests for Proposal**
> The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use "RFP" or "RFP document" generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

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This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about current situation and desired solutions)
- Proposal submission details:
  - Questions email and deadline
  - Submission mechanism and deadline
  - Vendor meeting dates and times (if applicable)
- 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.

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SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. Applicant Background

The following background information about the Applicant may be helpful in preparing a responsive bid.

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.

General Description

Magnolia Public Schools is a 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, 1 school in San Diego, and no annexes. MPS applies for E Rate as a "charter district."

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- 5 Gbps for MSA-4 Venice
- 1 Gbps for MSA-6 Palms
- 5 Gbps for MSA-7 Elementary
- 10 Gbps for MSA-8 Bell
- 10 Gbps for MSA-SD
- 10 Gbps for MSA Santa Ana

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Entities/Sites

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).

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2	**Magnolia Science Academy Venice (MSA-4)** 11330 West Graham Place Los Angeles, CA 90064	16056859
3	**Magnolia Science Academy Bell (MSA-8)** 6411 Orchard Avenue Bell, CA 90201	17016161
4	**Magnolia Science Academy San Diego (MSA-SD)** 6525 Estrella Avenue San Diego, CA 92120	16056862
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6	**Magnolia Science Academy Los Lobos (MSA-5)** 18220 Sherman Way Reseda, CA 91335 (previously at 18230 Kittridge St., Reseda w/ CED of **12/5/22**)	16056860
7	**Magnolia Science Academy Santa Ana (MSA-SA)** 2840 W. 1st Street Santa Ana, CA 92703	16056863
8	**Magnolia Science Academy Valley (MSA-2)** 17125 Victory Blvd. Van Nuys, CA 91406	16056857
9	**Magnolia Science Academy Elementary Northridge (MSA-7)** 18355 Roscoe Blvd. Northridge, CA 91325	16028804
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11	**Magnolia Science Academy Palms (MSA-6)** 1512 Arlington Ave Los Angeles, CA 90019	16056861

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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)

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 , appropriately sized UPS
c. IDFs to contain: patch panel, switches, appropriately sized UPS
d. All IDF and MDF equipment will be mounted on standard 19-inch racks

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B.1 Category 2, Internal Connections – Cabling

Internal Connections – Cabling Projects

Project Overview:

- MSA-SA – 800 feet multimode 10 Gbps fiber cabling w/LC connectors.
- MSA-1 – 9600 feet CAT6 or better copper cabling, plus related components, to support eight indoor and four outdoor WAPs.
- MSA-2 – 400 feet CAT6 or better copper cabling, plus related components to support two outdoor WAPs.

Recipient of Service	470 Function 471 Type of Product	Specifications	Make	Model	Qty	Install/ Config
MSA-SA MSA-1 MSA-2	Antennas, connectors, and related components Connectors	This Type of Internal Connection is relevant for cabling projects (e.g., faceplates, conduit, j-hooks, mounting hardware) Parts and installation as needed to ensure a complete and working solution based on the specifications provided.	Any	Any	2100	Yes / Yes
MSA-SA	Cabling Cabling	Fiber Cabling 5 runs, 800 feet, 12 strands/run 50/125 µm 10 Gbps-rated multimode w/LC connectors On all strands	Any	Any	800	Yes / Yes
MSA-1	Cabling Cabling	Copper Cabling 22 drops, 9600 feet At least CAT6 or better	Any	Any	9600	Yes / Yes
MSA-2	Cabling Cabling	Copper Cabling 2 drops, 400 feet At least CAT6 or better	Any	Any	400	Yes / Yes

Other Technical Specifications:

- General Specs
  - Bid should include all components needed to make system operational
  - Parts, installation, and activation required
  - All wiring, including patch panels and face plates, 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 (in source form, preferably Visio)
  - 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 runs should be properly terminated at both patch panels and wall plates, unless otherwise indicated
  - Bids to include removal and disposal of old wiring (separate subtotal)

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- Copper Specs
  - All copper cable should be CAT6 or better, except when supplementing existing, properly installed CAT5e with additional runs, in which case CAT5e may be used
  - Where required by applicable codes, plenum cable shall be used
  - Each classroom should have 1 (or 2) Power over Ethernet [PoE] port(s) at ceiling level to run wireless access point(s). Larger rooms (e.g., gym, multipurpose room, school library) *may* need more than one access point for adequate coverage; coverage is defined by both the ability of the AP to give radio signal strength to a given area and the AP's ability to handle the number of simultaneous connections anticipated for a given area. (WAP specifications are detailed below.)
  - Other drops should be located near A/C power outlets available for end-user equipment
  - All new runs over 100 meters or between buildings or from MDF to IDFs should normally use fiber optic cable, minimum spec 12-strand 50/125 µm multimode fiber, rated at 10 Gbps, with LC-type terminations on all strands
  - All copper wiring must be in compliance with TIA/EIA 568/569-D standards. (This is not to be confused with T568A and T568B termination punch order standards.)

Other Specifications:

- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- 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
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**

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B.2 Category 2, Internal Connections – Network Components (excluding firewalls)

Internal Connections – Excluding Firewalls

Project Overview:

- MSA-SA – Four Aruba Switches w/licenses, four SFP+ transceivers per switch.
- MSA-1 – Eight indoor and four outdoor WAPs. Four Aruba Switches w/licenses, four 10 Gbps SFP+ transceivers per switch, eighteen WAPs w/licenses.
- MSA-2 – Two outdoor AP

Recipient of Service	470 Function 471 Type of Product	Specifications	Make	Model	Qty	Install/ Config
MSA-SA MSA-1	Antennas, connectors, and related components Transceiver	SFP+ Module (10 Gbps) with LC connectors Multi-mode	Any	Any	32	Yes / Yes
MSA-SA (4) MSA-1 (4) MSA-2 (1)	Switches Switch	Ports: 48 Ethernet (RJ-45 10/100/1000 ports) 4 Fiber (SFP+ port 10 Gbps) 48 ports PoE+-capable Layer 2 QoS Managed	Aruba	Any	9	Yes / Yes
MSA-SA MSA-1	WAP Access Point	Supports at least 40 devices PoE+ (requires CAT6 or better wiring) Forward compatible to 802.11n, or better Wave2	Aruba	Any	30	Yes / Yes
MSA-2	WAP Access Point	Outdoor AP Supports at least 250 devices PoE+ (requires CAT6 or better wiring) Forward compatible to 802.11n, or better Wave2	Aruba	Any	2	Yes / Yes
MSA-SA MSA-1 MSA-2 (1)	Switch License	5-year	Aruba	Any	9	Yes / Yes
MSA-SA MSA-1	WAP License	5-year	Aruba	Any	30	Yes / Yes
MSA-2	WAP License	Outdoor AP 5-year	Aruba	Any	2	Yes / Yes

Other Technical Specifications:

- Bid should include all power adapters or other components needed to make system operational

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Other Specifications:

- Include line-item costs in proposal for: product, shipping, installation, configuration
    - Installation to be performed by vendor
    - Configuration to be performed by vendor
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- 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
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**
- **NOTE: Licenses are listed in both Internal Connections and Basic Maintenance of Internal Connections on the Form 470 as a precaution to cover situations where manufacturers include a support component in their hardware licenses, yet still ensure all required Categories of Service are included on the Form 470**

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B.3 Category 2, Basic Maintenance of Internal Connections

Basic Maintenance of Internal Connections						
Project Overview: ○ MSA-SA – Four Aruba Switch licenses ○ MSA-1 – Eight indoor and four outdoor WAP licenses. Four Aruba Switch licenses, eighteen WAP licenses. ○ MSA-2 – Two outdoor AP licenses						
Recipient of Service	**470 Function 471 Type of Product**	**Specifications**	**Make**	**Model**	**Qty**	**Install/ Config**
MSA-SA MSA-1 MSA-2 (1)	Switch License	5-year	Aruba	Any	9	Yes / Yes
MSA-SA MSA-1	WAP License	5-year	Aruba	Any	30	Yes / Yes
MSA-2	WAP License	Outdoor AP 5-year	Aruba	Any	2	Yes / Yes

Other Specifications:

- Include line item costs in proposal for: product, shipping, installation, configuration
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- 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 as may be required to complete the full project
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**
- NOTE: Licenses are listed in both Internal Connections and Basic Maintenance of Internal Connections on the Form 470 as a precaution to cover situations where manufacturers include a support component in their hardware licenses, yet still ensure all required Categories of Service are included on the Form 470.

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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**.[2]

☑ A Vendor Walk Through will be held at **date** and **time** and **location** to be announced via RFP Amendment. **Applicant's COVID safety measures must be followed.**

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**.[3]

Sign-in and a printed 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.

[2] In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.
[3] In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

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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 for new services
- 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
- 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 the Applicant receives less than two (2) responsive bids, the Applicant, at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further ensure fair and open competitive bidding.

All qualified proposals will be evaluated using the following factors and weights.

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Criterion	Weight
Cost of eligible products and services[4] during *initial* contract term	25%
Functionality/completeness/specifications of proposed solution[5]	24%
Low cost of *in*eligible products and services[6] during *initial* contract term	19%
Contract terms and conditions[7]	9%
Extent to which a single-provider, turnkey solution is provided[8]	9%
Vendor qualifications[9]	7%
Quality of proposal documentation[10]	7%
Total	**100.00%**

E. OTHER SPECIFICS

No additional specifications are available.

[4] This criterion is required and must be the most heavily weighted, per E-Rate program rules.

[5] 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.

[6] Such as firewall services or bid bonds.

[7] Among other considerations: 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. Flexibility to not proceed at all, or reduce project scope, contingent on E-Rate funding, etc.

[8] *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract/single vendor mostly/completely addresses all the requirements; however, use of subcontractors is acceptable.

[9] Factors to be considered include: technical credentials, staff certifications, industry experience, references, and E-Rate compliance/experience/track record. Attendance at optional walk-through will be considered a plus.

[10] 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). The extent to which the proposal documents are clear, complete, consistent, accurate, and adhere to RFP requirements. Also, vendor responsiveness during bid evaluation.

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Proposal Signature Page

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220007873 (**Nickname: mps_y25_470_c2)

For the Vendor:

_____
Signature

_____
Printed Name and Title Vendor Name

_____
Date SPIN Pricing Form
Reference # (if using 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.

Authorized Signature	mm/dd/yy
Signature	Date
Name	Title
Printed Name	Title

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Additional Category 2 Provisions

(Vendor Signature Required)

As described in the Request For Proposals [RFP] for "Applicant" (noted below) for E-Rate Eligible Products and Services Funding Year 2022: 7/1/2022 - 6/30/2023, the RFP and all addenda issued pursuant to it shall be incorporated by reference into the final contract. The following additional provisions are also incorporated.

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.

Vendor will provide the completed USAC standard upload template for contracted products/services (available here: https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/), 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.

Applicant reserves the right to:

1) Not proceed with contracted products/services unless approved by Applicant Board
2) Not proceed with contracted products/services unless E-Rate funding is approved
3) Not proceed with contracted products/services if E-Rate funding is lower than requested
4) Optionally proceed with contracted products/services with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
5) Optionally proceed with contracted products/services with 'same functionality' products as needed (service substitution)

After written notification of contract award and before the start of work, the Vendor will receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products/services pursuant to the contract awarded as a result of the RFP. Vendors must not deliver products or start work before being so advised in writing, and in no case prior to April 1 preceding the start of the funding year.

Vendor will invoice Applicant only for its Applicant share of cost, regardless of: when the project is initiated or whether FCDL has been issued before project start. All invoices will 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. Vendor will invoice USAC for reimbursement of the E-Rate discounted amount via the Service Provider Invoicing (SPI) method. *Invoices for non-recurring costs must not be dated prior to July 1 of the relevant funding year*, even if Applicant authorizes early implementation.

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

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necessary (such as due to "product end of life" situations caused by the delay). Labor rates, where applicable, will 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. Additionally, 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.

Contract expiration date is explicitly 9/30/2023 for Internal Connections and 6/30/2023 for Basic Maintenance of Internal Connections. The parties shall have the right to mutually agree to extend the delivery and expiration date of this project in the event of delayed FCDL or as needed for Applicant convenience.

Vendors providing installation services will provide detailed asset summary upon completion of installation to include (as applicable): serial number, location of equipment, configuration documentation, test results.

Executed on the date(s) set forth below, by duly authorized agents for the respective parties.

	Applicant	**Vendor**
Name of Organization	Magnolia Public Schools	
E-Rate ID **Establishing Form 470**	BEN: 17003590 # 220007873	SPIN:
Address	250 East 1st Street, Suite 1500	
Address	Los Angeles, CA 90012	
Phone	213-628-3634	
Authorized Signer Name		
Authorized Signer Title		
Authorized Signer Email		
Signature		
Date		

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

AMENDMENT DATED 02/16/2022
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023

Applicant:	**Magnolia Public Schools**
Billed Entity Number:	**17003590**
Establishing Form 470:	**220020021** (Nickname: mps_y25_470_c1)

Submit questions about this RFP, its Amendments, or associated Form 470, by email[1] to:

erate.mps@learningtech.org

[1] In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

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Deadlines

This amendment clarifies that based on the certification date of **02/14/2022** for Form 470 #**220020021**, and unless updated further:

- The deadline for submission of QUESTIONS about this RFP is 12 pm (Pacific) on **03/06/2022**
- The deadline for submission of PROPOSALS in response to this RFP is 12 pm (Pacific) on **03/14/2022**

Required Pricing Form

Proposal disqualification factors include failure to submit the required Pricing Form for new services.

Answers to Questions

A separate RFP Amendment will be issued with answers to questions submitted by the deadline. The "Answers to Questions" RFP Amendment will be posted within 5 days of the deadline for submission of questions.

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AMENDMENT DATED 02/17/2022
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023

Applicant:	**Magnolia Public Schools**
Billed Entity Number:	**17003590**
Establishing Form 470:	**220007873** (Nickname: mps_y25_470_c2)

Submit questions about this RFP, its Amendments, or associated Form 470, by email[1] to:
erate.mps@learningtech.org

[1] In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

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Deadlines

This amendment clarifies that based on the certification date of **02/14/2022** for Form 470 #**220007873**, and unless updated further:

- The deadline for submission of QUESTIONS about this RFP is 12 pm (Pacific) on **03/06/2022**
- The deadline for submission of PROPOSALS in response to this RFP is 12 pm (Pacific) on **03/14/2022**

Required Pricing Form

Proposal disqualification factors include failure to submit the required Pricing Form for new services.

Vendor Walk Through

The mandatory/optional Vendor Walk Through will be held:

- Wednesday, February, 23rd 2022 9 AM – 12 PM (PST)
- MSA-SA 2840 W. 1st Street, Santa Ana, CA 92703
- MSA-1 18238 Sherman Way, Reseda, CA 91335
- MSA-2 17125 Victory Blvd., Van Nuys, CA 91406

Please RSVP with full contact info so we can reach you if there is a change of plan.

Answers to Questions

A separate RFP Amendment will be issued with answers to questions submitted by the deadline. The “Answers to Questions” RFP Amendment will be posted within 5 days of the deadline for submission of questions.

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

AMENDMENT DATED 02/18/2022
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023

Applicant:	**Magnolia Public Schools**
Billed Entity Number:	**17003590**
Establishing Form 470:	**220007873** (Nickname: mps_y25_470_c2)

Submit questions about this RFP, its Amendments, or associated Form 470, by email[1] to:
erate.mps@learningtech.org

[1] In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Answers to Vendor Questions

Q1: Is the request for cabling and equipment only or if are you looking for a fully managed WIFI that includes the cabling/equipment/maintenance/minoring.

A1: The request is for cabling and equipment only.

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REQUEST FOR PROPOSALS
E-Rate Eligible Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023

PART 1 – GENERAL INFORMATION

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.

PLEASE NOTE (per https://www.usac.org/e-rate/applicant-process/competitive-bidding/):

> **Requests for Proposal**
> The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use "RFP" or "RFP document" generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

Thus, a formal response to each paragraph of this RFP is neither required nor desired.

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 current situation and desired solutions)
- Proposal submission details
- Description of Products and 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.**

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GENERAL INFORMATION, TERMS AND CONDITIONS

1. Overview

1.1 E-Rate Program Background

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Form 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 (Non-Fiber)
  - Transport Only - No ISP Service Included (Non-Fiber)
  - Internet Access: ISP Service Only (No Transport Circuit Included)
  - Leased Dark Fiber and Leased Lit Fiber
  - Self-Provisioned Network and Services Provided Over Third-Party Networks
  - Other
- Category 2:
  - Internal Connections
  - Managed Internal Broadband Services
  - 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, https://www.usac.org/e-rate/, or call the SLD Help Line at 888-203-8100.

1.2 Communications

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 submitted 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 are strongly discouraged. Proposal submissions by telephone or facsimile are not acceptable. Proposal submissions by U.S. mail are strongly

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discouraged, except when sealed bids are required.

1.3 Scope

Applicant seeks proposals for E-Rate eligible products and services in the categories listed in **Service Requests** section of the Form 470 and further detailed in **PART 2 – SPECIFIC INFORMATION**, section **B. Products And Services Sought**.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve and maintain telecommunications, Internet access services, and/or technology infrastructure, to enhance student achievement in its classrooms, or to enhance patron experience in its library. Applicant 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.[1] By submitting a proposal, Vendor acknowledges that any reference to "Proprietary" or "Confidential" on any document or communication is waived.

Vendors may bid on the entire RFP or on any numbered group of **Products and Services Sought** in section B of PART 2 - SPECIFIC INFORMATION. Within each group, a complete solution 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 group B.1.

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.[2] Items that are conditionally 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.

1.4 Proposal Elements

A responsive proposal will include the following elements:

a) Applicant reference info:
- Reference to the establishing Form 470 Number
- Applicant name
- Applicant Billed Entity Number [BEN]
- Applicant address
- Which requirements your proposal addresses (e.g., B.1, B.2 in PART 2 – SPECIFIC INFORMATION section)

[1] Per FCC Order 14-99, in general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

[2] Please reference E-Rate Eligible Services List https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/.

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b) Vendor background
   - Name
   - Vendor Contact Information (email and phone)
   - Form of Organization
   - Names of Principals
   - Years in Business
   - Confirmation of the Vendor Qualifications as further described below

c) E-Rate track record:
   - Vendor Service Provider Identification Number [SPIN]
   - References: three K-12 or library references for similar projects in the last 5 years
   - Evidence of routinely successful SLD funding approvals
   - Low frequency of high scrutiny applications
   - As appropriate for the products/services sought by Applicant:
     - 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

d) Product/Service solution:
   - Succinct list of exceptions to any requirements, terms, or conditions of this RFP
   - Brief summary, in non-technical terms, of what the solution provides
   - The pre-discount price with subtotals for:
     - E-Rate eligible items including taxes, shipping, and installation (if applicable)
     - Items not eligible for E-Rate support including taxes, shipping, and installation (if applicable)
     - Other expenses as appropriate
   - Term of the contract
   - Estimated implementation schedule
   - Confirmation that the proposal is valid through the close of the application window and will be honored through completion of any associated documentation
   - Confirmation that no products or components from any "covered company," as designated by the FCC, are included in the proposal

e) The required Pricing Form

f) Vendor's proposed Terms and Conditions, including any early termination provisions

g) For Category 2 proposals, signed "Additional Category 2 Provisions" pages

h) For Category 2 proposals, commitment to promptly provide the USAC Bulk Upload Template[3], upon applicant decision to award *and before the Form 471 deadline*

i) In case of SEALED BIDS, a USB drive containing all documents

j) Signature of Vendor's authorized representative on cover letter and/or Proposal Signature Page of this RFP.

The preferred format for narrative portions of proposals is a single PDF file addressing these clearly identified topics.

[3] Available at https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/.

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The completed written proposal form must be without erasures or alterations unless both parties initial each correction. 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. If Vendor's proposal is selected for award, Applicant will provide a written acceptance to establish the ***legally binding agreement*** required by E-Rate program rules. Nevertheless, either party may later require additional documents, such as detailed Customer Service Orders or Purchase Orders.

Vendors submitting questions and/or proposals can expect:

- RFP amendment clarifying due dates for questions and proposals
- RFP amendment(s) as needed
- Acknowledgement of receipt of proposals
- An "open and fair" competitive bidding process per E-Rate program rules
- No *private* calls, meetings, site walks, or demos
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted
- Winning Vendors will be expected to promptly provide any additional documentation needed
- E-Rate rules do not require Applicant to share other Vendors' proposals, unless required by state or local laws or regulations

1.5 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. Detailed evaluation criteria and weights are described in PART 2 – SPECIFIC INFORMATION.

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, as required by the E-Rate program rules.

Applicant reserves the right but has no obligation to determine a short list for best and final offers, after the submission deadline, or to accept the winning proposal as submitted by 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.

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1.6 Phased Implementation

Some Applicants may request a phased implementation strategy such that:

- Phase I: A reduced level of service/work approximately equal to Applicant's share of cost, 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 while awaiting funding commitment

For *example*:

- 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

Unless Vendor explicitly takes exception to a phased implementation option, Vendor proposal should take into consideration the possibility that a phased approach may be required to mitigate Applicant risk or cash flow.

2. Terms And Conditions

2.1 Submission Deadline

The deadline for submission of proposals is advertised on Page 1 of PART 2 - SPECIFIC INFORMATION section of this solicitation, and may be clarified via RFP amendment(s).

If no responsive bids are received by the deadline, (or in the case of sealed bids, the bid opening), the Applicant, at its sole discretion may:

- Accept late bids until 3pm Pacific time of the first business day on which at least one responsive (and cost-effective per E-Rate rules) bid has been received or until 48 hours prior to the close of the application window, whichever comes first
- Post an amendment extending the deadline
- Decline to make an award

In the event of conflict between this paragraph and a specific RFP amendment, the amendment shall prevail.

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 an 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.

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2.2 Submission Procedure
The procedure for submission of proposals is stated on Page 1 of PART 2 - SPECIFIC INFORMATION section of this solicitation. In general:

- For sealed bids, in addition to printed copies, an electronic copy should be provided on a USB drive included within the sealed package
- For bids requiring upload to an electronic procurement system, please refer to details in PART 2 – SPECIFIC INFORMATION
- Otherwise, proposals should be submitted by electronic mail only, to the address shown on Page 1 of PART 2 – SPECIFIC INFORMATION

Pricing information may be submitted in one of the following formats:

- Learningtech.org's supplied Pricing Form
- Vendor provided form that is substantially similar to Learningtech.org's form. NOTE: generic price lists, not reflecting the specific requirements of this RFP, may result in disqualification
- Recent invoice for month-to-month service, with reasonable assurance from Vendor that substantially similar pricing will continue to be honored throughout the funding year
- Pricing specifics from an eligible Consortium master agreement, Piggyback contract, or State Master Contract

If additional information is needed to clarify pricing, please include as part of your proposal narrative. Learningtech.org's Pricing Form (which is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference) is strongly preferred.

2.3 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.

2.4 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.

2.5 Interpretation, Additional Information, Corrections, and Amendments/Addenda
Questions or requests for clarification of this RFP must be sent to the email address by the question deadline shown. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered Amendments/Addenda integral to this RFP.

Any interpretation, correction, clarification or change of this RFP will be made by posting an Amendment/Addendum 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* or *conference call*, 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 Amendments/Addenda throughout the time from posting of the RFP through the deadline for submission of proposals.

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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.

2.6 Omissions
Omissions in the proposal of any provision herein described shall not be construed as relieving 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.

2.7 Implementation, Acceptance, and Payment
After written notification of contract award and before the start of work, the Vendor will 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 advised in writing by the Applicant.

Applicant has the right to conduct acceptance procedures before payment. Applicant will strictly enforce contract quality provisions including applicable industry standards and/or manufacturer specifications.

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 cannot be sent to E-Rate program before the allowable dates of the relevant funding year. For telecommunications services within California, SLD's Service Provider Invoicing [SPI] mode of invoicing is ***required*** for compliance with California Teleconnect Fund ***stacking***. For all other services, unless specifically negotiated with Vendor, SPI is also selected.

2.8 Applicant Right to Await Favorable FCDL
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. 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 substantially 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
- 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
- Wait for FCDL, after July 1, for the strongest assurance of discounts

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

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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, 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). Labor rates, where applicable, should not increase by more than is justifiable by the Consumer Price Index [CPI].

2.9 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. Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer or its representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is a Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply SLA credits.

2.10 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 FOB Applicant destination. Estimated taxes and fees should also be quoted (see Appendix: Example Detail of Taxes).

Service providers are required to offer E-Rate Applicants their products/services at the Lowest Corresponding Prices [LCP] charged to other similarly situated customers throughout their geographic service area. In the event of a price decrease for a service or a product, the price decrease shall be passed on to the Applicant and suitably documented.

In the case of Category 1 services, increasing bandwidth at a given site or adding additional sites will not arbitrarily extend the term of the contract. In the case of Category 2 services, when allowed by E-Rate rules, contracts should allow for extension of implementation schedule, with reasonable provisions for service substitutions.

2.11 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.

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2.12 Right to Reject; Unit Pricing
The Applicant reserves the right to accept multiple proposals or reject all proposals when in the best interest of the Applicant. 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 so long as the change is not "cardinal" per program rules. 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.

2.13 Acquisition Policies and Other Applicable Regulations
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. 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 PART 2 - SPECIFIC INFORMATION, or the following non-exhaustive examples:

- State specific regulations:
  - California's Public Contract and Education Codes (https://leginfo.legislature.ca.gov/)
  - State of Washington K-12 Laws and Regs (http://www.k12.wa.us/RulesRegs.aspx)
  - Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) available at: https://www.k12.wa.us/policy-funding/child-nutrition/procurement
  - 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
- Applicant's local Archdiocese, District, or County Office of Education
- City Purchasing Division
- The State Human Rights Act
- Equal Opportunity Act
- The Prevailing Wage Act
- The Fair Labor Standards Act
- The State Motor Vehicle Code
- The State Use Tax Act
- The Occupational Safety and Health Act
- The Public Construction Bond Act
- The Consumer Product Safety Act

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Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to https://www.usac.org/e-rate/ for additional information about E-Rate rules.

Without limitation, Vendors ***may*** be obligated to comply with additional regulations, such as:

- Local construction codes, in the case of cabling projects[4]
- 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.

2.14 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,[5] 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 PART 2 - SPECIFIC INFORMATION. Where appropriate, such as for multi-year 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 high 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 will be considered incorporated by reference into the final contract, unless otherwise stated. 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.

Unless otherwise stated, contract provisions 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 procurement regulations, and the E-Rate program rules

[4] 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://cadir.secure.force.com/ContractorSearch.

[5] 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.

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- 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 substantially 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 equivalent functionality products as needed (service substitution)

Unless otherwise specified, Applicant prefers contract term:

- Start on July 1 and end on June 30 of each funding year for recurring services
- Start on July 1 (or earlier to extent allowed by program rules) and end on September 30 following the funding year for Internal Connections
- Allow for voluntary extensions, renewable at discretion of Applicant
- Allow extension of contract expiration date and/or service delivery date as needed for Applicant convenience and allowable by program rules
- Allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services as needed for Applicant convenience and allowable by program rules

2.15 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.

2.16 Required 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 could justify disqualifying a proposal without further scoring:

- Per E-Rate program rules, Vendor hereby agrees to retain all documents relative to any Agreement resulting from this RFP for ten (10) years after the last date of service
- Vendor must document that it has, or is in the process of obtaining, a valid SLD Service Provider Identification Number [SPIN]
- Vendor must have, or document that they are in the process of obtaining, a valid FCC Registration Number
- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program
- Vendor must be able to provide evidence of Green Light Status

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- 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 must 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
- 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
- Additional qualifications may be specified in PART 2 – SPECIFIC INFORMATION

It is also highly recommended that Vendor 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 remains fully compliant with SLD/USAC/FCC requirements.

2.17 Preferred Vendor Qualifications

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. 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 provides 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 provides 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 includes RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects
- Project staffing includes manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings provide an RCDD to field supervise any installation work on this project.)

2.18 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.

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2.19 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.

2.20 Vendor Conference call
If a Vendor Conference Call will be held, details will be specified in accompanying documents, including whether mandatory or optional.

2.21 Vendor Walk Through
If a Vendor Walk Through will be held, details will be specified in accompanying documents, including whether mandatory or optional.

2.22 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 not less than $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, Worker'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 $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.

Evidence of such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

2.23 Representations
Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- 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

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- Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor 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
- Pricing meets Lowest Corresponding Price requirement of the E-Rate Program
- No official, employee or agent of Applicant has been employed or retained to solicit or aid in the procuring of this Agreement, nor will they be employed or otherwise benefit from this Agreement without notification to Applicant
- All of Vendor's 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
- Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor

2.24 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. Vendor will note "tax-exempt" on proposal to clearly indicate that taxes are not required.

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Appendix: Example Detail of Taxes[6]

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 service taxes and fees include (see https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/telecommunications-surcharges-and-user-fees):

- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- Federal Universal Service Fund
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

In addition, some cities levy:

- *Communications Services Tax*

Some vendors charge:

- Regulatory Cost Recovery Fees
- Other 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

[6] This is an example; vendors should provide similar details for Applicant local and state areas.

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RECEIVED BIDS

CATEGORY 1

Spectrum Enterprise

Proposal for Magnolia Public Schools

Form 470 Number: 220020021

Submission Date: 3/14/2022

Presented To:
Tom Wilkerson
Consultant
751 Laurel St. #411
San Carlos, CA 94070
twilkers@learningtech.org

Presented By:
Bonny Thompson
Strategic Account Manager
17777 Center Court Dr., Ste. 800
Cerritos, CA 90703
(562)677-0472
bonny.thompson@charter.com

Charter Communications Operating, LLC SPIN: 143050436
Request for Proposal for Magnolia Public Schools

Monday, March 14, 2022

Tom Wilkerson
Consultant
Magnolia Public Schools
751 Laurel St. #411
San Carlos, CA 94070
twilkers@learningtech.org

Dear Tom Wilkerson:

Spectrum Enterprise* is pleased to submit the enclosed proposal in response to your Request for Proposal (RFP). Our response demonstrates Spectrum's ability to provide Fiber Internet Access that will enable Magnolia Public Schools to meet its technology needs.

Continuing our partnership ensures Magnolia Public Schools will continue to benefit from a strong telecommunications foundation, and maximizes Magnolia Public School's ability to create new opportunities and drive innovation without incurring the extra costs associated with service transitions and unknown fees. As you are aware, Spectrum provides advanced broadband services to more than 16,000 schools and libraries representing over 2,500 school districts across the country making us one of the top service providers within the E-rate program.

Thank you for the opportunity to submit this response to your Request for Proposal. Bonny Thompson is spearheading Spectrum's effort. Please do not hesitate to contact Bonny at (562)677-0472 and bonny.thompson@charter.com.

Sincerely,

DocuSigned by:
Lynne Bell
1B6B72FB70864A4...

Lynne Bell
VP, Spectrum Enterprise Sales

* Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC, a subsidiary of Charter Communications, Inc.

TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Magnolia Public Schools or otherwise be sufficient to create a binding contract between Magnolia Public Schools and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at https://enterprise.spectrum.com/legal/se-terms-and-conditions.html or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by Magnolia Public Schools based on this proposal, if the full Agreement is not executed by the applicable FCC submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related USAC requirements, an agreement incorporating the terms of the Spectrum Enterprise Service Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

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.

The qualifications stated herein apply to all parts, provisions, and documents of the RFP and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.

Spectrum ENTERPRISE

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Spectrum ENTERPRISE

TERMS AND ABBREVIATIONS

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.

SINGLE LOCATION TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT

SERVICE PROPOSAL TERMS	ABBREVIATION
PRIVATE BRANCH EXCHANGE	PBX
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
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

MANAGED NETWORKS SERVICES TERMS	ABBREVIATION
UNIFIED THREAT MANAGEMENT	UTM

EXECUTIVE SUMMARY

Spectrum Enterprise ("Spectrum"), a 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 and Libraries

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

E-rate clients have direct access to our Government Subsidized Programs (GSP) department who specialize in E-rate, RHC, and CTF programs. To support E-rate program participation, Spectrum Enterprise:

- Provides to client an FCC Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Service Agreement review.
- Reviews FCC Form 471 for possible errors and omissions and distributes to the client accompanying RAL Modification recommendation necessary to maximize eligible funding.
- Monitors SPI invoice submissions and SPI discount application (FCC Form 474).
- Will be available to address program questions, or concerns via email.

Renewal Plan

As your incumbent provider, we have developed this proposal with the benefit of our experience, and have based it on our knowledgeable understanding of your requirements. Our combination of technology services and proposed cost, based on actual experience with Magnolia Public Schools, provides an incredible value. By choosing once again to collaborate with Spectrum, you will be choosing a vendor with the proven infrastructure and experienced team currently in place to support the program. It is Spectrum's objective to continue our partnership with you while continuing to focus on responsiveness, transparency, and continuity of services. It is with that focus we have developed our proposal response to the RFP.

SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the Initial Order Term, subject to the following contingencies:

- final engineering, design and site visits; and
- acceptance of and entering into the Spectrum Enterprise Service Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services Based on a 36 Month Initial Order Term

Address	Products	Speed	Term	QTY.	MRC	OTC
250 E 1st Street	FIA	5Gbps	36	1	$2,300.00	$0.00
250 E 1st Street	FIA	10Gbps	36	1	$3,500.00	$0.00
250 E 1st Street	Static IP		36	5	$0.00	$0.00
18220 Sherman Ray	FIA	10Gbps	36	1	$3,500.00	$0.00
18220 Sherman Ray	Static IP		36	5	$0.00	$0.00
17125 Victory Blvd	FIA	5Gbps	36	1	$2,300.00	$0.00
17125 Victory Blvd	FIA	10Gbps	36	1	$3,500.00	$0.00
17125 Victory Blvd	Static IP		36	5	$0.00	$0.00
18355 Roscoe Blvd	FIA	5Gbps	36	1	$2,300.00	$0.00
18355 Roscoe Blvd	FIA	10Gbps	36	1	$3,500.00	$0.00
18355 Roscoe Blvd	Static IP		36	5	$0.00	$0.00
1512 Arlington Ave	FIA	5Gbps	36	1	$2,300.00	$0.00
1512 Arlington Ave	FIA	10Gbps	36	1	$3,500.00	$0.00
1512 Arlington Ave	Static IP		36	5		
2840 W 1st Street	FIA	10Gbps	36	1	$3,500.00	$0.00
2840 W 1st Street	Static IP		36	5	$0.00	$0.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Spectrum Enterprise Service Agreement.

FIBER INTERNET ACCESS (FIA)

Accelerate your organization with a reliable, powerful and dedicated Internet access service

Today's organizations depend on high-performing Internet solutions to keep critical applications up and running and business operating. Without a dependable Internet connection, network resources are constrained, impacting both employees and customers.

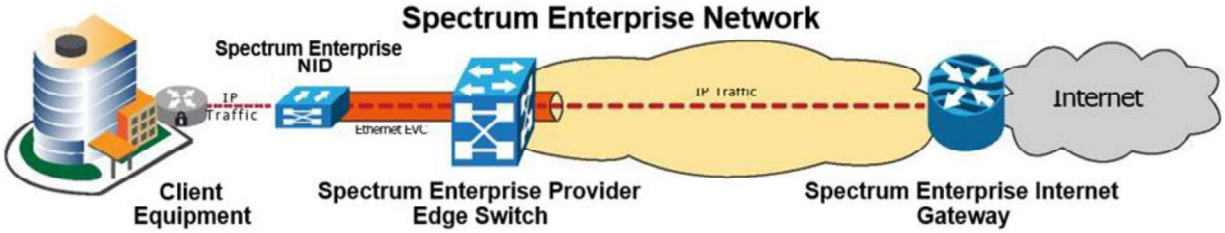
Spectrum Enterprise Fiber Internet Access (FIA) is a dedicated service that offers reliable nationwide connectivity with performance and support you can always count on. Delivering scalable Internet access, we provide 99.99% service availability all the way to the equipment at your location. Connect wherever you are with a service available nationwide that accelerates the pace of your organization.

Product Highlights

- Superior performance – Improves business productivity through a high-performing Internet service ensuring reliable connectivity
- Scalability and reach – Provides an easily scalable platform with national reach and dense metro coverage to support current and future bandwidth needs
- Business continuity – Optional diversity solutions to support Internet uptime in the event of a wireline disruption
- End-to-end support – Reduces complexity via a single, nationwide partner providing one resource team, one contact point for services and support including the in-building connection
- Cost effective – FIA delivers value with competitive, straightforward pricing

Key Features

- Dedicated connection that is not shared with others, delivered over a reliable advanced fiber network
- Industry-leading service-level agreement (SLA) metrics offer availability, low latency, jitter and packet loss all the way into the client suite
- Symmetrical access that scales from 25 Mbps to 10 Gbps from a single provider
- 24/7/365 US-based support and local technicians
- Multiple physical diversity and redundancy options to help protect your network



Spectrum ENTERPRISE

PRODUCT BRIEF FIBER INTERNET ACCESS

Optional managed network services

- Enhance FIA with a suite of complementary managed services products designed to protect, simplify and improve the performance of your network.
- Managed Security Service – Reduce the risk of external Internet threats with a comprehensive security service
- DDoS Protection – Protect your network from malicious volumetric attacks with world-class threat identification and mitigation
- Managed WiFi – Connect to the Internet seamlessly, anywhere with consistent and easily accessible WiFi
- Managed Router Service – Optimize your network routing with an all-inclusive expertly managed service

FIA technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, non-circuit switched services
- Provisioned via our advanced fiber-rich network from the client premises to one of many 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 unaffected by electromagnetic interference

Routing

- Static or border gateway protocol (BGP) traffic routing options

Internet Access Demarcation

- Fiber connections to the Spectrum Enterprise network are monitored 24/7/365 via a dedicated network interface device (NID)
- Traffic is routed over the Spectrum Enterprise IP network until it is required to travel to the public network in order to reach its destination
- Demarc extension included for most buildings in footprint

Static IP addresses

- Initial IP block is included
- Additional IP address space available upon request
- Support for dual stacking of IPv4 and IPv6

Spectrum ENTERPRISE

MAGNOLIA PUBLIC SCHOOLS RFP – PART ONE – GENERAL INFORMATION

REQUEST FOR PROPOSALS
E-Rate Eligible Products and Services
Funding Year 2022: 7/1/2022 — 6/30/2023

PART 1 — GENERAL INFORMATION

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.

PLEASE NOTE (per https://www.usac.org/e-rate/applicant-process/competitive-biddine):

> **Requests for Proposal**
> The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use "RFP" or "RFP document" generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

Thus, a formal response to each paragraph of this RFP is neither required nor desired.

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 current situation and desired solutions)
- Proposal submission details
- Description of Products and Services Sought
- Evaluation criteria
- Other specifics (if applicable)

Spectrum understands.

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at https://enterprise.spectrum.com/legal/se-terms-and-conditions.html or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

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

1. Overview

1.1 E-Rate Program Background

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Form 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 (Non-Fiber)
  - Transport Only - No ISP Service Included (Non-Fiber)
  - Internet Access: ISP Service Only (No Transport Circuit Included)
  - Leased Dark Fiber and Leased Lit Fiber
  - Self-Provisioned Network and Services Provided Over Third-Party Networks
  - Other
- Category 2:
  - Internal Connections
  - Managed Internal Broadband Services
  - Basic Maintenance of Internal Connections

Spectrum understands however Spectrum is not bidding on Category 2 services.

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, https://www.usac.org/e-rate/, or call the SLD Help Line at 888-203-8100.

1.2 Communications
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

Spectrum understands. From time to time within this response, Spectrum may refer to the Applicant as "Customer."

All questions and contacts about this RFP should be submitted 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.

Spectrum understands.

Telephone, facsimile, or U.S. mail inquiries are strongly discouraged. Proposal submissions by telephone or facsimile are not acceptable. Proposal submissions by U.S. mail are strongly discouraged, except when sealed bids are required.

Spectrum understands.

1.3 Scope
Applicant seeks proposals for E-Rate eligible products and services in the categories listed in Service Requests section of the Form 470 and further detailed in PART 2 — SPECIFIC INFORMATION, section **B. Products And Services Sought.**

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve and maintain telecommunications, Internet access services, and/or technology infrastructure, to enhance student achievement in its classrooms, or to enhance patron experience in its library. Applicant 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.

Spectrum will comply with all applicable laws, ordinances and E-rate rules and regulations relating to its performance obligations specified in the Service Agreement.

Per E-Rate rules, confidential bids are not acceptable.[1] By submitting a proposal, Vendor acknowledges that any reference to "Proprietary" or "Confidential" on any document or communication is waived.

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.

Vendors may bid on the entire RFP or on any numbered group of **Products and Services Sought** in section B of PART 2 - SPECIFIC INFORMATION. Within each group, a complete solution 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 group B.1.

Spectrum is bidding lit services only.

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.[2] Items that are conditionally 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.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.
Spectrum Services and Equipment will be provided and maintained as set forth in the Spectrum Enterprise Service Agreement and applicable Service Level Agreement(s).

Eligibility of products and services for E-Rate Program discounts is determined by the FCC and administered by the E-Rate Division of USAC.

1.4 Proposal Elements
A responsive proposal will include the following elements:

a) Applicant reference info:

- Reference to the establishing Form 470 Number
- Applicant name
- Applicant Billed Entity Number [BEN]
- Applicant address

- Which requirements your proposal addresses (e.g., B.1, B.2 in PART 2 — SPECIFIC INFORMATION section)

Spectrum understands.

[1] Per FCC Order 14-99, in general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

[2] Please reference E-Rate Eligible Services List https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/.

b) Vendor background

- Name
- Vendor Contact Information (email and phone)
- Form of Organization
- Names of Principals
- Years in Business
- Confirmation of the Vendor Qualifications as further described below

Please review the above section titled Executive Summary for Spectrum's company background. Additional corporate information can also be found at www.ir.charter.com.

c) E-Rate track record:

- Vendor Service Provider Identification Number [SPIN]
- References: three K-12 or library references for similar projects in the last 5 years
- Evidence of routinely successful SLD funding approvals
- Low frequency of high scrutiny applications
- As appropriate for the products/services sought by Applicant:
  - 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

Charter Communications Operating, LLC's SPIN is 143050436.
Charter Communications Operating, LLC's FRN is 0002526580.

Spectrum ENTERPRISE

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143050436	Charter Communications Operating, LLC		David Ventimiglia	12405 Powerscourt Dr St Louis MO 63131	314394-9850	Y	2017, 2018, 2019, 2020, 2021

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

Hollister School District
2690 Cienega Road
Hollister, CA 95023
Contact: JR Rayas (831) 630-6300 x 46

Victor Elementary School District
12219 2nd Avenue, Victorville, Ca 92395
Contact: Bill Klopping
(760) 245-3533 direct
(760) 559-5480

Glendale Unified SD
223 North Jackson Street, Glendale, CA 91206
Contact: Frank Schlueter
(818) 241-3111, Ext. 1444

d) Product/Service solution:

- Succinct list of exceptions to any requirements, terms, or conditions of this RFP
- Brief summary, in non-technical terms, of what the solution provides
- The pre-discount price with subtotals for:
  - E-Rate eligible items including taxes, shipping, and installation (if applicable)
  - Items not eligible for E-Rate support including taxes, shipping, and installation (if applicable)
  - Other expenses as appropriate
- Term of the contract
- Estimated implementation schedule
- Confirmation that the proposal is valid through the close of the application window and will be honored through completion of any associated documentation
- Confirmation that no products or components from any "covered company," as designated by the FCC, are included in the proposal

Please refer to Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. MRCs and OTCs

are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Spectrum has included copies of its SLAs as part of its response. Please review for specific information related to Spectrum's service metrics, outages, maintenance and applicable remedies.

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.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimation will be provided once a project team has been assigned.

The proposal is valid for 180 days from the bid proposal due date.

Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. 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 entitles when authorized by Customer to allow connection of a Service Location to the Network.

Spectrum complies with all mandatory laws, ordinances, rules and regulations as applicable to the services contemplated in Spectrum's proposal. Spectrum does not currently conduct business with or use equipment or services provided or manufactured by any Covered Equipment or Services as identified by the FCC on Spectrum's network.

e) The required Pricing Form

Due to limitations within the Magnolia Public Schools provided spreadsheet, please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

f) Vendor's proposed Terms and Conditions, including any early termination provisions

The Spectrum Enterprise Service Agreement incorporates the Spectrum Enterprise Commercial Terms of Service (available at https://enterprise.spectrum.com/legal/se-terms-and-conditions.html or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s), which are the terms that will govern Spectrum's provision of the Services.

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of the Spectrum Enterprise Service Agreement.

g) For Category 2 proposals, signed "Additional Category 2 Provisions" pages

Spectrum in not bidding Category 2 services.

h) For Category 2 proposals, commitment to promptly provide the USAC Bulk Upload Template[3], upon applicant decision to award *and before the Form 471 deadline*

Spectrum in not bidding Category 2 services.

i) In case of SEALED BIDS, a USB drive containing all documents

Spectrum understands that submission is electronic.

j) Signature of Vendor's authorized representative on cover letter and/or Proposal Signature Page of this RFP. The preferred format for narrative portions of proposals is a single PDF file addressing these clearly identified topics.

Spectrum understands and has complied.

[3] Available at https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/.

The completed written proposal form must be without erasures or alterations unless both parties initial each correction. 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. If Vendor's proposal is selected for award, Applicant will provide a written acceptance to establish the ***legally binding agreement*** required by E-Rate program rules.

Nevertheless, either party may later require additional documents, such as detailed Customer Service Orders or Purchase Orders.

Spectrum takes exception. This proposal alone shall not be considered an acceptance of an offer by Magnolia Public Schools or otherwise be sufficient to create a binding contract between Magnolia Public Schools and Spectrum. Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at https://enterprise.spectrum.com/legal/se-terms-and-conditions.html or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

In the event of a bid award to Spectrum by Magnolia Public Schools based on this proposal, if the Agreement is not executed by the applicable FCC submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related USAC requirements, an agreement incorporating the terms of the Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

Vendors submitting questions and/or proposals can expect:

- RFP amendment clarifying due dates for questions and proposals
- RFP amendment(s) as needed
- Acknowledgement of receipt of proposals
- An "open and fair" competitive bidding process per E-Rate program rules
- No *private* calls, meetings, site walks, or demos
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted
- Winning Vendors will be expected to promptly provide any additional documentation needed
- E-Rate rules do not require Applicant to share other Vendors' proposals, unless required by state or local laws or regulations

Spectrum understands.

1.5 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. Detailed evaluation criteria and weights are described in PART 2 — SPECIFIC INFORMATION.

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, as required by the E-Rate program rules.

Applicant reserves the right but has no obligation to determine a short list for best and final offers, after the submission deadline, or to accept the winning proposal as submitted by 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.

1.6 Phased Implementation

Some Applicants may request a phased implementation strategy such that:

- Phase I: A reduced level of service/work approximately equal to Applicant's share of cost, 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 while awaiting funding commitment

For *example:*

- 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

Unless Vendor explicitly takes exception to a phased implementation option, Vendor proposal should take into consideration the possibility that a phased approach may be required to mitigate Applicant risk or cash flow.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, 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 after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

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)").

Customer's Service Order shall incorporate the following E-rate Contingency clause as it relates to funding:

E-RATE FUNDING CONTINGENCY:

Customer may submit this Service Order and the 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 charges for the Service 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 charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

2. Terms And Conditions

2.1 Submission Deadline

The deadline for submission of proposals is advertised on Page 1 of PART 2 - SPECIFIC

INFORMATION section of this solicitation, and may be clarified via RFP amendment(s).

If no responsive bids are received by the deadline, (or in the case of sealed bids, the bid opening), the Applicant, at its sole discretion may:

- Accept late bids until 3pm Pacific time of the first business day on which at least one responsive (and cost-effective per E-Rate rules) bid has been received or until 48 hours prior to the close of the application window, whichever comes first
- Post an amendment extending the deadline
- Decline to make an award

In the event of conflict between this paragraph and a specific RFP amendment, the amendment shall prevail.

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 an 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.

2.2 Submission Procedure

The procedure for submission of proposals is stated on Page 1 of PART 2 - SPECIFIC INFORMATION section of this solicitation. In general:

- For sealed bids, in addition to printed copies, an electronic copy should be provided on a USB drive included within the sealed package
- For bids requiring upload to an electronic procurement system, please refer to details in PART 2 — SPECIFIC INFORMATION
- Otherwise, proposals should be submitted by electronic mail only, to the address shown on Page 1 of PART 2 — SPECIFIC INFORMATION

Spectrum understands.

Pricing information may be submitted in one of the following formats:

- Learningtech.org's supplied Pricing Form
- Vendor provided form that is substantially similar to Learningtech.org's form. NOTE: generic price lists, not reflecting the specific requirements of this RFP, may result in disqualification
- Recent invoice for month-to-month service, with reasonable assurance from Vendor that substantially similar pricing will continue to be honored throughout the funding year
- Pricing specifics from an eligible Consortium master agreement, Piggyback contract, or State Master Contract

If additional information is needed to clarify pricing, please include as part of your proposal narrative. Learningtech.org's Pricing Form (which is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference) is strongly preferred.

In addition to Learningtech.org's Pricing Form, please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

2.3 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.

2.4 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 may use subcontractors for fulfill certain of Spectrum's obligations in the provision of the Service pursuant to the terms and conditions agreed upon by Spectrum and such contractors; however, Spectrum remains liable to Magnolia Public Schools for the fulfillment of Spectrum's obligations by Spectrum's subcontractors.

2.5 Interpretation, Additional Information, Corrections, and Amendments/Addenda
Questions or requests for clarification of this RFP must be sent to the email address by the question deadline shown. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered Amendments/Addenda integral to this RFP.

Any interpretation, correction, clarification or change of this RFP will be made by posting an Amendment/Addendum 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* or *conference call,* 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 Amendments/Addenda throughout the time from posting of the RFP through the deadline for submission of proposals.

Spectrum understands.

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.

2.6 Omissions

Omissions in the proposal of any provision herein described shall not be construed as relieving 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.

Any errors or omissions in Spectrum's proposal response due to errors or omissions in this RFP shall not be the responsibility of Spectrum. Spectrum reserves the right to revise its proposal in the event of any gross errors or omissions in Spectrum's quote or proposal that Customer knows of or should have known.

2.7 Implementation, Acceptance, and Payment

After written notification of contract award and before the start of work, the Vendor will 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 advised in writing by the Applicant.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance 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)").

Applicant has the right to conduct acceptance procedures before payment. Applicant will strictly enforce contract quality provisions including applicable industry standards and/or manufacturer specifications.

Spectrum does not agree to customer acceptance polices or procedures, but rather proposed Services will be provided and maintained as set forth in the Spectrum Enterprise Service Agreement and Service Level Agreement.

Upon completion of the construction, the project will be handed off to a local Spectrum Network Technician who will install the Spectrum-provided and Spectrum-owned equipment, as applicable, at Customer's site. The Spectrum Network Technician will work with Spectrum's Network Operations Center to verify connectivity and to provision the correct bandwidth. Spectrum's standard, approved testing method is known as RFC 2544. Once installation and testing are complete, Customer will be notified that the Service is available for use. Commencement of billing shall be governed by Section 3 of the Spectrum Enterprise Service Agreement, which defines the Billing Start Date as the date the Services are functional in all material respects and available for use by the Customer.

Unless otherwise set forth in a Service 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 the Agreement.

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 cannot be sent to E-Rate program before the allowable dates of the relevant funding year. For telecommunications services within California, SLD's Service Provider Invoicing [SPI] mode of invoicing is ***required*** for compliance with California Teleconnect Fund ***stacking.*** For all other services, unless specifically negotiated with Vendor, SPI is also selected.

Charter Communications Operating, LLC's ("Spectrum") SPIN is 143050436 and FRN is 002564373.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. Eligibility of products and services for E-Rate School Program discounts is determined by the FCC and administered by the Schools and Library Division of USAC. According to USAC, discounts can only be provided for the portion of the service that eligible entities are receiving. Please, review the USAC website at: http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-alloccations.aspx for further details.

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 and upon Customer's request Spectrum may assist with the applicable paperwork.

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.

2.8 Applicant Right to Await Favorable FCDL

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. 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 substantially 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
- 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
- Wait for FCDL, after July 1, for the strongest assurance of discounts

In the event only a portion of Spectrum's proposal is accepted, our offer will be affected requiring Spectrum to review any such partial acceptance before final bid approval, and therefore, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Spectrum will endeavor to meet the Customer's desired installation date. However, due to time constrains which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service.
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Customer's Service Order shall incorporate the following E-rate Contingency clause as it relates to funding:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the 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 charges for the Service 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 charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

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 only a portion of Spectrum's proposal is accepted, our offer will be affected requiring Spectrum to review any such partial acceptance before final bid approval, and therefore, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Please review Spectrum's E-Rate Contingency Funding clause above.

Termination of Services prior to the expiration of the Initial Order Term is subject to Section 13 (Default, Suspension of Services and Termination) of the Spectrum Enterprise Service Agreement.

Upon Customer request, Spectrum can include the following within individual Service Orders:

NON-APPROPRIATION. Notwithstanding anything to the contrary, if the funds Customer requests for Services under a Service Order for a fiscal year are not appropriated (a "Non-Appropriation"), Customer shall have the right to terminate, without liability, such Services at a Service location listed on such Service Order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all Services provided by Spectrum pursuant to the Contract; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs

and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly shall cease all use of any software provided by Spectrum hereunder for such Service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Equipment not returned in accordance with this paragraph.

In the event of significant delays, such as due to late FCDL, 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). Labor rates, where applicable, should not increase by more than is justifiable by the Consumer Price Index [CPI].

Spectrum's proposed pricing is valid for 180 days from this dated proposal. Spectrum does not guarantee that pricing provided in the proposal will remain valid beyond such 180 day period if a formal service agreement has not been entered into between the parties by the expiration of such time period.

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)").

Please review Spectrum's E-Rate Contingency Funding clause above.

2.9 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. Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer or its representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is a Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply SLA credits.

Please refer to our SLA included in the Spectrum Enterprise Attachments section of our response to view SLA Targets and information related to outages, maintenance and applicable remedies.

Spectrum is not a manufacturer of the Equipment used to deliver the Services, so Spectrum cannot warrant that the Equipment is free from defects. If the Services are not functioning properly, then Spectrum is obligated to fix such problem (which may include replacement of Equipment). Any warranties provided by Spectrum with respect

to the Services are as set forth in the Terms of Service and are limited by (a) the disclaimer of warranties set forth in Section 14(a) of the Terms of Service and (b) the limitation of liability set forth in Section 14(b) of the Terms of Service.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Spectrum Enterprise Service Agreement.

Spectrum does not proactively monitor SLAs for customers or provide service level reports. It is up to the Customer to monitor Service and notify Spectrum of issues in accordance with the terms of Spectrum's applicable Service Level Agreements.

2.10 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 FOB Applicant destination. Estimated taxes and fees should also be quoted (see Appendix: Example Detail of Taxes).

Service providers are required to offer E-Rate Applicants their products/services at the Lowest Corresponding Prices [LCP] charged to other similarly situated customers throughout their geographic service area. In the event of a price decrease for a service or a product, the price decrease shall be passed on to the Applicant and suitably documented.

In the case of Category 1 services, increasing bandwidth at a given site or adding additional sites will not arbitrarily extend the term of the contract. In the case of Category 2 services, when allowed by E-Rate rules, contracts should allow for extension of implementation schedule, with reasonable provisions for service substitutions.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of taxes, fees and surcharges. The MRC and OTC does not include taxes, surcharges, and/or fees. Subject to any tax-exemption certification provided by Customer, additional taxes, fees and surcharges may apply. Information regarding possible taxes, fees and surcharges can be found here: https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees. Spectrum shall have the right to increase MRCs for each Service after the expiration of the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Spectrum adheres to the Lowest Corresponding Price (LCP) rule. MRCs are established on a case-by-case basis, taking into consideration various factors, including Spectrum's construction costs and capital expenses. Accordingly, Spectrum cannot agree to provide "most favored nation" pricing, automatic price decreases, or promotional or special offer pricing of any kind or agree to revaluation of pricing.

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Installation of Services and Equipment will be provided and maintained as set forth in Spectrum's Commercial Terms of Service and Service Level Agreement.

Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. 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 entitles when authorized by Customer to allow connection of a Service Location to the Network.

2.11 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.

2.12 Right to Reject; Unit Pricing

The Applicant reserves the right to accept multiple proposals or reject all proposals when in the best interest of the Applicant. 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 so long as the change is not "cardinal" per program rules. 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.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Spectrum's proposal, including pricing, shall be valid for 180 days from the date of Spectrum's submittal of the proposal. In the event an order is not placed within 180 days, Spectrum reserves the right to update pricing based on , but not limited to, current installation costs, construction and equipment costs, remaining term and engineering and design specifications.

2.13 Acquisition Policies and Other Applicable Regulations

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. 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 PART 2 - SPECIFIC INFORMATION, or the following non-exhaustive examples:

- State specific regulations:
  - California's Public Contract and Education Codes (https://leginfo.legislature.ca.gov/)
  - State of Washington K-12 Laws and Regs (http://www.k12.wa.us/RulesRegs.aspx)
  - Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) available at: https://www.k12.wa.us/policy-fimding/child-nutrition/procurement
  - http://spo.hawaii.gov/references/hrs/
  - http://dhhl.hawaii.gov/
  - http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hh1-001/
  - http://www.chartercommission.hawaii.gov
- Applicant's local Archdiocese, District, or County Office of Education
- City Purchasing Division
- The State Human Rights Act
- Equal Opportunity Act
- The Prevailing Wage Act
- The Fair Labor Standards Act
- The State Motor Vehicle Code
- The State Use Tax Act
- The Occupational Safety and Health Act
- The Public Construction Bond Act
- The Consumer Product Safety Act

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to https://www.usac.org/e-rate/ for additional information about E-Rate rules.

Spectrum will 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 will comply with all applicable laws, ordinances, rules and regulations. 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.

Without limitation, Vendors ***may*** be obligated to comply with additional regulations, such as:

- Local construction codes, in the case of cabling projects[4]
- 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.

Spectrum will 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 will comply with all applicable laws, ordinances, rules and regulations. 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.

2.14 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,[5] 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 PART 2 - SPECIFIC INFORMATION. Where appropriate, such as for multi-year 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 high 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 will be considered incorporated by reference into the final contract, unless otherwise stated. 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.

Unless otherwise stated, contract provisions 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 procurement regulations, and the E-Rate program rules

Spectrum expressly reserves the right to negotiate any provisions of this RFP with the understanding that the parties will enter into a mutually agreed, binding Service Agreement prior to the provision of Services. As a basis for the Service Agreement, Spectrum seeks the use of Spectrum's Standard Commercial Terms of Service, located at https://enterprise.spectrum.comilegal/se-terms-and-conditions.html because the Spectrum Commercial Terms of Service most accurately reflect the Services and terms that Spectrum is able to provide to its customers.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites which the parties may agree to add under the resulting contract shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required.

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of Spectrum's Commercial Terms of Service.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance 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)").

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.

After the expiration of the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the agreement between the parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Sales Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

Spectrum will comply with all applicable laws, ordinances and E-rate rules and regulations relating to its performance obligations specified in the Service Agreement

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://cadir.secure.force.com/ContractorSearch. 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.

- 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

  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)").

Termination of Services prior to the expiration of the Initial Order Term is subject to Section 13 (Default, Suspension of Services and Termination) of the Spectrum Enterprise Service Agreement.

(b) Not proceed with contracted products/services unless E-Rate funding is approved

Customer's Service Order shall incorporate the following E-rate Contingency clause as it relates to funding:

E-RATE FUNDING CONTINGENCY.
Customer may submit this Service Order and the 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 charges for the Service 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 charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

(c) Not proceed with contracted products/services if E-Rate funding is substantially lower than requested

Please review Spectrum's E-rate Funding Contingency clause above.

(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

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.
Please review Spectrum's E-rate Funding Contingency above

(e) Optionally proceed with equivalent functionality products as needed (service substitution)

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Unless otherwise specified, Applicant prefers contract term:

- Start on July 1 and end on June 30 of each funding year for recurring services
- Start on July 1 (or earlier to extent allowed by program rules) and end on September 30 following the funding year for Internal Connections
- Allow for voluntary extensions, renewable at discretion of Applicant
- Allow extension of contract expiration date and/or service delivery date as needed for Applicant convenience and allowable by program rules
- Allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services as needed for Applicant convenience and allowable by program rules

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, 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 after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

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.

After the expiration of the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the agreement between the parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Sales Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

2.15 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.

This is not applicable based on the nature of the work and Service(s) Spectrum would provide.

2.16 Required 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 could justify disqualifying a proposal without further scoring:

- Per E-Rate program rules, Vendor hereby agrees to retain all documents relative to any Agreement resulting from this RFP for ten (10) years after the last date of service

  To the extent required by applicable law, Spectrum shall keep complete and accurate documents, information and records concerning the Services provided to Customer in accordance with Spectrum's policy. As allowed by applicable law, Customer may audit such documents, information and records for the previous 12-month period not more than one time per year and Customer's audit rights shall be limited to documents, information and records pertaining to Services provided to Customer and not with respect to other customers. Audits undertaken by Customer shall be limited to Spectrum's operations only, and Spectrums confidential financial information, network systems, books, records and accounts shall not be made available for audit. Spectrum may require Customer's auditors to sign a reasonable non-disclosure agreement. All audits shall be at Customer's expense.

- Vendor must document that it has, or is in the process of obtaining, a valid SLD Service Provider Identification Number [SPIN]

Charter Communications Operating, LLC's SPIN is 143050436.

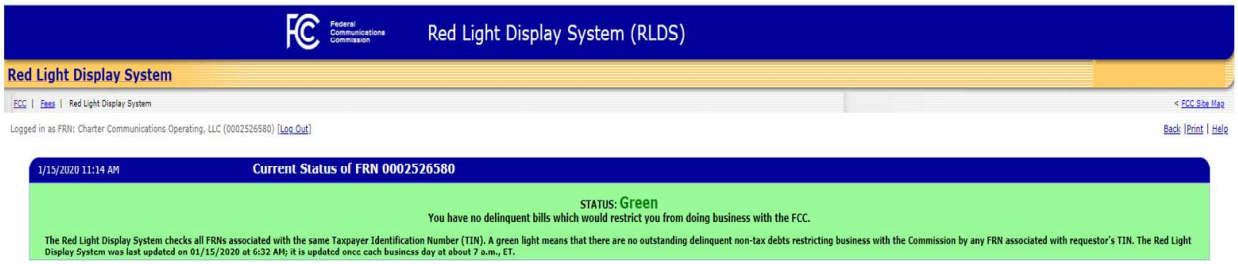
- Vendor must have, or document that they are in the process of obtaining, a valid FCC Registration Number

  Charter Communications Operating, LLC's FRN is 002526580.

- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program

  Spectrum understands.

- Vendor must be able to provide evidence of Green Light Status 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 has filed a Form 499. Filer ID 832346
Registration Number (CORESID):0002526580

- Vendor must have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD

SPIN	Service Provider Name	Doing Business As	Status	Contact Name	Email	Phone	Spac Filed (FCC Form 473)
143050436	Charter Communications Operating, LLC	Charter Communications Operating, LLC	Active	David Ventimiglia	DL-CHTR498@charter.com	314-394-9850	2017,2018,2019,2020,2021

- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment

  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

  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.

Spectrum shall indemnify and defend the Customer and its boards, officers, agents and employees, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, for bodily injury or tangible property damage directly caused by the gross negligence or willful misconduct of Spectrum, its employees or contractors, at the site(s) as a direct result from Spectrum's installation, removal or maintenance at Customer's Service locations of the Spectrum Equipment.

Spectrum has provided a sample Certificate of Insurance for Customer's review.

- Additional qualifications may be specified in PART 2 — SPECIFIC INFORMATION

It is also highly recommended that Vendor 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 remains fully compliant with SLD/USAC/FCC requirements.

E-rate clients have direct access to our Government Subsidized Programs (GSP) department who specialize in E-rate, RHC, and CTF programs. To support E-rate program participation, Spectrum Enterprise:

- Provides to client an FCC Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Service Agreement review.
- Reviews FCC Form 471 for possible errors and omissions and distributes to the client accompanying RAL Modification recommendation necessary to maximize eligible funding.
- Monitors SPI invoice submissions and SPI discount application (FCC Form 474).
- Will be available to address program questions, or concerns via email.

2.17 Preferred Vendor Qualifications

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. 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 provides 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 provides 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 includes RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects
- Project staffing includes manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings provide an RCDD to field supervise any installation work on this project.)

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 the Applicant'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

Spectrum references are provided below:

Hollister School District
2690 Cienega Road
Hollister, CA 95023
Contact: JR Rayas (831) 630-6300 x 46

Victor Elementary School District
Contact: Bill Klopping
(760) 245-3533
(760) 559-5480

Glendale Unified SD
223 North Jackson Street, Glendale, CA 91206
Contact: Frank Schlueter
(818) 241-3111, Ext. 1444

2.18 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 exception throughout this proposal, as necessary. 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.

2.19 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 is not a manufacturer of the equipment used to deliver the Services. No manufacturer, trade name, brand name, or model or catalog numbers apply. Equipment will be provided as set forth in Section 6 (Equipment) of the Spectrum Enterprise Service Agreement.

2.20 Vendor Conference call

If a Vendor Conference Call will be held, details will be specified in accompanying documents, including whether mandatory or optional.

Spectrum understands.

2.21 Vendor Walk Through

If a Vendor Walk Through will be held, details will be specified in accompanying documents, including whether mandatory or optional.

Spectrum understands.

2.22 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 not less than $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, Worker'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 $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.

Evidence of such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

Spectrum understands Customer's insurance requirements, with the following modifications and clarifications:

All references to "public liability insurance" are replaced by "commercial general liability insurance."

Spectrum has provided a sample Certificate of Insurance for Customer's review.

2.23 Representations
Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- 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 will use its standard Equipment in the types and amounts as it deems necessary, along with the necessary resources in its sole discretion in order to provide the Services contemplated in this RFP.

  Audited financial information and other material information concerning Spectrum is available through its filings with the Securities and Exchange Commission and the investor relations portion of Spectrum's website.

- Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor 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 to the best of its knowledge that it is not barred from bidding or 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.

- Pricing meets Lowest Corresponding Price requirement of the E-Rate Program

  Spectrum complies with the Lowest Corresponding Price requirement of the E-rate Program.

- No official, employee or agent of Applicant has been employed or retained to solicit or aid in the procuring of this Agreement, nor will they be employed or otherwise benefit from this Agreement without notification to Applicant

  Spectrum understands and represents that no agent of the Applicant has been employed or retained to solicit the agreement or will be employed or benefit from the agreement.

- All of Vendor's 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 confirms that all employees who would be entering the Applicant's premises will have undergone Spectrum's pre-hire criminal background screening process.

  Charter's background check package components are as follows:

  1. Drug Test
  2. Background Check Core Items: Name and Address Search; Social Security Validation; Kwikscreen Search – Office of Foreign Assets Control (OFAC), Sex Offender Registry (SOR); County Criminal; Federal Criminal; Statewide Criminal.

- Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor

  Spectrum understands.

2.24 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. Vendor will note "tax-exempt" on proposal to clearly indicate that taxes are not required.

MRC's and OTC's do not include taxes, surcharges, or fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of the Service Agreement. If Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of its 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. Please review Section 7(b) "Taxes, Surcharges and Fees" of the Spectrum Enterprise Service Agreement for additional tax information.

Spectrum ENTERPRISE

APPENDIX: EXAMPLE DETAIL OF TAXES

Appendix: Example Detail of Taxes[6]

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 service taxes and fees include (see https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/telecommunications-surcharges-and-user-fees):

- CA Public Utility Commission Fee
- CA High Cost Fund **B**
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- Federal Universal Service Fund
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

In addition, some cities levy:

- *Communications Services Tax*

Some vendors charge:

- Regulatory Cost Recovery Fees
- Other 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

Pricing is not inclusive of all applicable taxes, surcharges, and/or fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of the Service Agreement. If Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of its 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. Please review Section 7(b) "Taxes, Surcharges and Fees" of the Spectrum Enterprise Service Agreement for additional tax information.

[6] This is an example; vendors should provide similar details for Applicant local and state areas.

Spectrum ENTERPRISE

PART TWO: SPECIFIC INFORMATION

REQUEST FOR PROPOSALS

E-Rate Eligible Category 1 Products and Services

Funding Year 2022: 7/1/2022 — 6/30/2023

MAGNOLIA PUBLIC SCHOOLS

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220020021 (Nickname: mps_y25_470_c1)**

Submit QUESTIONS about this RFP or associated Form 470 by email to:

erate.mpsAlearnin2tech.org

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of **QUESTIONS** is **12pm PST,**
20 calendar days from the Certified Date
shown on the associated Form 470.

Submit PROPOSALS, including Signature Page and Pricing Form by emaill to:

erate.mps@learningtech.org

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of PROPOSALS is **12pm PST,**
28 calendar days from the Certified Date
shown on the associated Form 470.

In the unlikely event of technical difficulties, please contact the Technical Contact indicated on the Form 470.

Spectrum ENTERPRISE

PART 2 - SPECIFIC INFORMATION

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.

PLEASE NOTE (per https://www.usac.org/e-rate/applicant-process/competitive-bidding/):

> **Requests for Proposal**
>
> The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use "RFP" or "RFP document" generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

Thus, a formal response to each paragraph of this RFP is neither required nor desired.

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 current situation and desired solutions)
- Proposal submission details:
  - Questions email and deadline
  - Submission mechanism and deadline
  - Vendor meeting dates and times (if applicable)
- Description of Products and Services Sought, with minimum requirements for:
  - Relevant technical specifications
  - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

Spectrum understands.

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at https://enterprise.spectrum.com/legal/se-terms-and-conditions.html or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

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.

SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. Applicant Background

The following background information about the Applicant may be helpful in preparing a responsive bid.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava, CEO and Superintendent
Applicant Implementation Contact	Rasul Monoshev, IT Director
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

General Description

Magnolia Public Schools is a 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, 1 school in San Diego, and no annexes. MPS applies for E Rate as a "charter district."

Network Topology

Each MPS site has its own Direct Internet Access [DIA] supplied by Charter:

- 5 Gbps for Central Office
- 10 Gbps for MSA-1 Reseda
    - MSA-5 Los Lobos (co-located with MSA1 until further notice, therefore does not require separate service for 2022-2023 school year)

- 5 Gbps for MSA-2 Valley
- 5 Gbps for MSA-3 Carson
- 5 Gbps for MSA-4 Venice
- 1 Gbps for MSA-6 Palms
- 5 Gbps for MSA-7 Elementary
- 10 Gbps for MSA-8 Bell
- 10 Gbps for MSA-SD
- 10 Gbps for MSA Santa Ana

Entities/Sites

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).

#	Site Name Address	BEN
	Magnolia Public Schools District 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590
1	**Magnolia Science Academy Carson (MSA-3)** 1254 East Helmick Street Carson, CA 90746	16056858
2	**Magnolia Science Academy Venice (MSA-4)** 11330 West Graham Place Los Angeles, CA 90064	16056859
3	**Magnolia Science Academy Bell (MSA-8)** 6411 Orchard Avenue Bell, CA 90201	17016161
4	**Magnolia Science Academy San Diego (MSA-SD)** 6525 Estrella Avenue San Diego, CA 92120	16056862
5	**Magnolia Science Academy (MSA-1)** 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building)	234483
6	**Magnolia Science Academy Los Lobos (MSA-5)** 18220 Sherman Way Reseda, CA 91335 (previously at 18230 Kittridge St., Reseda)	16056860
7	**Magnolia Science Academy Santa Ana (MSA-SA)** 2840 W. 1st Street Santa Ana, CA 92703	16056863
8	**Magnolia Science Academy Valley (MSA-2)** 17125 Victory Blvd. Van Nuys, CA 91406	16056857
9	**Magnolia Science Academy Elementary Northridge (MSA-7)** 18355 Roscoe Blvd. Northridge, CA 91325	16028804

10	**Magnolia Public Schools Central Office** 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776
11	**Magnolia Science Academy Palms (MSA-6)** 1512 Arlington Ave Los Angeles, CA 90019	16056861

Please review Spectrum's Service Proposal to view pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites which the parties may agree to add under the resulting contract shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required.

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/e-rate/applicant-process/before-you-begin/eligible-services-overview/.

Spectrum will use its standard equipment in the types and amounts as it deems necessary in its sole discretion in order to provide the Services to Magnolia Public Schools.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Spectrum Enterprise Service Agreement.

Spectrum's Service Agreement includes the following Equipment provision:

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.

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.

Upon termination or expiration of this Service Agreement or Service Order(s) ("Termination"), Customer shall immediately cease all use of and promptly return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Additionally at the discretion and direction of Spectrum: (x) Customer shall return the Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the Spectrum Equipment, which Spectrum Equipment must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may choose not to recover all or certain portions of the Spectrum Equipment at the Customer's Location.

If, upon Spectrum's request, Customer fails to return Spectrum Equipment, or does not allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated, Spectrum may, at its discretion charge Customer an amount equal to: (i) Spectrum's then-applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment; plus (ii) any and all costs and expenses associated with Spectrum's unsuccessful attempts to retrieve the 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. The proper disposition of any Spectrum Equipment that is not returned to, or recovered by, Spectrum will be the sole responsibility of Customer, and must be in accordance with applicable laws. The foregoing Customer obligations will survive the termination of Service.

B.1 Category 1, Direct Internet Access

Direct Internet Access I			
Project Overview: DIA for several sites: ○ 1 Gbps for Palms ○ 5 Gbps for Valley, Northridge, MPS Central Office ○ 10 Gbps for Reseda, Santa Ana			
Recipient of Service **Service Address** **FY2022 Bandwidth**	**Handoff**	**CPE**	**Static Public IP Addresse**
Magnolia Science Academy Palms MSA 6 1512 Arlington Ave Los Angeles, CA 90019 **1 Gbps** **Month-to-Month Service** **(transition period if needed)**	Preferred: eligible for C2 Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be	Preferred: 5 usable

Spectrum ENTERPRISE

Magnolia Science Academy Valley 17125 Victory Blvd. Van Nuys, CA 91406 **Magnolia Science Academy Elementary 7** **(Northridge)** 18355 Roscoe Blvd. Northridge, CA 91325 **5 Gbps for each school** **Month-to-Month Service** **(transition period if needed)**	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable
Magnolia Science Academy Santa Ana 2840 W. 1st Street Santa Ana, CA 92703 **10 Gbps** **Month-to-Month Service** **(transition period if needed)**	Preferred: eligible for C2 Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be	Preferred: 5 usable

Direct Internet Access			
Project Overview: DIA for several sites: ○ 1 Gbps for Palms ○ 5 Gbps for Valley, Northridge, MPS Central Office ○ 10 Gbps for Reseda, Santa Ana			
Recipient of Service **Service Address** **FY2022 Bandwidth**	**Handoff**	**CPE**	**Static Public IP Addresse**
Magnolia Science Academy Palms MSA 6 1512 Arlington Ave Los Angeles, CA 90019 **Minimum 1 Gbps** **Preferred 1 Gbps** **Scalable Up to 5 Gbps** **Preferred Contract Term** **(36 months)**	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable
Magnolia Science Academy Valley 17125 Victory Blvd. Van Nuys, CA 91406 **Magnolia Science Academy Elementary?** **(Northridge)** 18355 Roscoe Blvd. Northridge, CA 91325	Preferred:	Preferred:	Preferred:

Magnolia Public Schools Central Office 250 East 1st Street, Suite 1500 Los Angeles, CA 90012 *Starting 1/1/2023* **Minimum 5 Gbps for each school** **Preferred 5 Gbps for each school** **Scalable Up to 10 Gbps for each school**	eligible for C2 Multimode fiber (optical) 50 micron	Applicant-owned (purchased) router or equivalent, may be	5 usable

Direct Internet Access			
Project Overview: DIA for several sites: ○ 1 Gbps for Palms ○ 5 Gbps for Valley, Northridge, MPS Central Office ○ 10 Gbps for Reseda, Santa Ana			
Recipient of Service **Service Address** **FY2022 Bandwidth**	**Handoff**	**CPE**	**Static Public IP Addresses**
Magnolia Science Academy 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building) *Starting 3/11/2023* **Magnolia Science Academy Santa Ana** 2840 W. 1st Street Santa Ana, CA 92703 **Minimum 10 Gbps for each school** **Preferred 10 Gbps** **Preferred Contract Term** **(36 months)**	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Other Specifications:

- Bid should include handoff to be provided

  Spectrum will deliver all services over our wholly-owned local network cores, consisting of multiple 10 Gbps to 100 Gbps transport rings. These fiber transport paths terminate into Spectrum Fiber HUBs. Each fiber HUB is a hardened, secure facility with multiple transport paths interconnecting it with other local HUBs. This provides a level of redundancy on the local core network that few providers can replicate. Spectrum is constantly adding capacity to the regional and national networks, through a number of methods.

  Spectrum's obligation is to provide 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. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function

  Eligibility of products and services for E-Rate Program discounts is determined by the FCC and administered by the E-Rate Division of USAC.

- Strongly prefer that if vendor supplies any Customer Premise Equipment [CPE], it meets the E-Rate program requirements for On-Premise Category One Equipment

  Eligibility of products and services for E-Rate Program discounts is determined by the FCC and administered by the E-Rate Division of USAC.

  Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of Spectrum's Commercial Terms of Service.

- Prefer major provider (ideally "tier 1" or "tier 2" or substantial peering arrangements)

  Spectrum currently connects to and peers with multiple Tier I and Tier II providers throughout the United States. A partial list of major peering points includes the following cities: Houston, Dallas, Chicago, Washington DC, Atlanta, Los Angeles, New York, Denver, Seattle, and San Jose. Spectrum leverages a network of geographically diverse, multi-gigabit private peering points with many service and content providers throughout the nation. To see some of Spectrum's peering arrangements please see: http://bgp.he.net/AS11427#_asinfo and http://bgp.he.net/AS7843#_asinfo

- Symmetrical bandwidth preferred

Spectrum understands.

- Network availability >= 99.99% preferred

  Spectrum has included copies of its SLAs as part of its response. Please review for specific information related to Spectrum's service metrics, outages, maintenance and applicable remedies.

- No early termination fees preferred

  Termination is subject to Section 13 (Default, Suspension of Services and Termination) of the Spectrum Enterprise Service Agreement.

- Burstable Bandwidth = No

  Spectrum is not providing burstable bandwidth.

- 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 refer to Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

  Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.Vendor to provide detailed specifications for any additional equipment required for a complete and working solution

  Upon award, negotiation and signing of a contract, Spectrum will provide a list of any Customer-supplied equipment and/or facilities needs to Customer. For more information, please refer to Section 5 (Service

Location, Access and Installation) and Section 6 (Equipment) of the Spectrum Enterprise Service Agreement

- 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 so in spreadsheet in separate rows or by adding additional tabs or by submitting separate Pricing Forms per site

  Please review Spectrum's Service Proposal to review pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Spectrum Enterprise Service Agreement.

  After the expiration of the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the agreement between the parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Sales Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**

  In addition to the Customer provided pricing form, please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. Monthly Recurring Charges and One Time Charges are exclusive of taxes, fees and surcharges. 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. Additional Service Charges may be applicable in accordance with the Agreement.

  Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. 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 entitles when authorized by Customer to allow connection of a Service Location to the Network.

- Implementation: To coincide with E-Rate funding year dates, maximize potential E-Rate discounts, and coordinate with expiring contracts, Applicant strongly prefers that activation be on, or within a few days of following, with preference of up to 30 days prior to allow for testing.[2]

  07/01/22 start date for Palms, Valley, Northridge, Santa Ana

  01/01/23 start date for Central Office

  03/11/23 start date for MSA-1 in Reseda

  Please include commitment date for activation in your proposal. Sooner implementation would be acceptable if Early Termination Fees do not apply to existing service

  So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, 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 its 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 desired 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 after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

  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 the client'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.

- Contract preference: To coincide with E-Rate funding year closure, 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 otherwise, the preferred contract term is:

- Initial term of *approximately* three (3) years, ending on 6/30 of the year that begins the 3rd year of service
- Two (2) 1-year optional renewals after initial term

Please review Spectrum's Service Proposal to review pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

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 specified in the Service Order(s).

After the expiration of the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the agreement between the parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Sales Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**

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. Montague Charter Academy 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 and upon Customer's request Spectrum may assist with the applicable paperwork.

[2] Applicant understands that overlapping service is "redundant" and not eligible for E-Rate discounts.

Spectrum ENTERPRISE

C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk-Through information follows.
***ONLY* checked items (El) apply.**

El A Vendor Conference Call will NOT be held. Please do not request a special appointment.

Spectrum understands a Vendor Conference Call will NOT be held.

El A Vendor Walk Through will NOT be held. Please do not request a special appointment.

Spectrum understands a Vendor Walk Through will NOT be held.

❑ 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.**[3]

❑ A Vendor Walk Through will be held at ***date*** and **time** and **location** to be announced via RFP Amendment. **Applicant's COVID safety measures must be followed.**

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.**[4]

Sign-in and a printed 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, nonattendance 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.

[3] In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

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 for new services
- 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
- 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 the Applicant receives less than two (2) responsive bids, the Applicant, at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further ensure fair and open competitive bidding.

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.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

All qualified proposals will be evaluated using the following factors and weights.

Criterion	Weight
Cost of eligible products and services[5] during *initial* contract term	25%
Functionality/completeness/specifications of proposed solution[6]	24%
Low cost of ineligible products and services[7] during *initial* contract term	15%
Projected implementation timeline based on prior performance[8]	15%
Vendor qualifications[9]	6%
Contract terms and conditions[lo]	5%
Extent to which a single-provider, turnkey solution is provided[ll]	5%
Quality of proposal document(s)[12]	5%
Total	**100.00%**

Spectrum understands.

E. OTHER SPECIFICS

No additional specifications are available.

[5] This criterion is required and must be the most heavily weighted, per E-Rate program rules.

[6] 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, handoff) and services. Solutions that emphasize student data security are strongly preferred.

[7] Such as Early Termination Fees.
[8] Vendor proven ability to install efficiently (on 1st attempt) and timely (7/1 of funding year, unless otherwise specified elsewhere in this RFP).
[9] Factors to be considered include: industry experience, references, credentials, certifications, and E-Rate compliance/experience/track record.
[10] 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 will generally be scored higher. Option for renewal terms is a plus. 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.
[11] *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract/single vendor mostly/completely addresses all of the requirements.
[12] The extent to which the proposal documents are clear, complete, consistent, accurate, and adhere to RFP requirements. Also, vendor responsiveness during bid evaluation.

Spectrum ENTERPRISE

PROPOSAL SIGNATURE PAGE

Proposal Signature Page

MAGNOLIA PUBLIC SCHOOLS

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220020021 (Nickname: mps_y25_470_cl)**

For the Vendor:

DocuSigned by:
Lynne Bell
1B6B72FB70864A4...

Signature

Lynne Bell, VP, Spectrum Enterprise Sales	Charter Communications Operating, LLC	
Printed Name and Title	Vendor Name	
3/14/2022	143050436	Completed
Date	SPIN	Pricing Form

Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION,** section **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.

Signature	Date
Printed Name	Title

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/27/2021

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).

PRODUCER
Marsh USA Inc.
701 Market Street, Suite 1100
St. Louis, MO 63101-1830

CN102616700-ALL-GAWU-22-23

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):**
E-MAIL ADDRESS: StLouis.CertRequest@Marsh.Com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Commerce & Industry Insurance Company	19410
INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA	19445
INSURER C : AIU Insurance Co	19399
INSURER D : ACE Property and Casualty Insurance Company	20699
INSURER E : New Hampshire Insurance Company	23841
INSURER F :	

INSURED
Charter Communications, Inc.
and all Subsidiaries
400 Atlantic Street
Stamford, CT 06901

COVERAGES **CERTIFICATE NUMBER:** CHI-009992914-00 **REVISION NUMBER:** 0

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	X **COMMERCIAL GENERAL LIABILITY**			GL3629906	01/01/2022	03/01/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			CA1921838 (AOS)	01/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
B	X ANY AUTO			CA1921839 (MA)	01/01/2022	03/01/2023	BODILY INJURY (Per person)	$
B	OWNED AUTOS ONLY / SCHEDULED AUTOS			CA1921840 (VA)	01/01/2022	03/01/2023	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X **UMBRELLA LIAB** X OCCUR			XEU G28119616 007	01/01/2022	03/01/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			014122399 (AOS)	01/01/2022	01/01/2023	X PER STATUTE OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		4595566 (OH)	01/01/2022	01/01/2023	E.L. EACH ACCIDENT	$ 2,000,000
E	**(Mandatory in NH)**			014122396 (WI)	01/01/2022	01/01/2023	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			014122398 (CA)	01/01/2022	01/01/2023	E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(See reverse and/or attached for additional information)

CERTIFICATE HOLDER

Charter Communications, Inc.
400 Atlantic Street
Stamford, CT 06901

CANCELLATION

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
of Marsh USA Inc.

Marsh USA Inc.

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

AGENCY CUSTOMER ID: CN102616700
LOC #: St. Louis

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Charter Communications, Inc. and all Subsidiaries 400 Atlantic Street Stamford,CT 06901
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Charter Communications, Inc. Branded Spectrum, Spectrum Business, 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 Digital Services, 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;
CC Fiberlink, LLC;
CC VII Fiberlink, LLC;
CCH I Holdings, LLC;
CCH Holding Company, LLC;
CCH II, LLC (CCHII);
CCHC, LLC;
CCO Holdings Capital Corp.;
CCO Holdings, LLC;
CCO NR Holdings, LLC;
Charter Advanced Services (MO), LLC;
Charter Communications Holding Company, LLC;
Charter Communications Holdings, LLC;
Charter Communications Operating Capital Corp.;
Charter Communications Operating, LLC;
Charter Communications, Inc.;
Charter Distribution, 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 - Tennessee, LLC;
Charter Fiberlink CA-CCO, LLC;
Charter Fiberlink CC VIII, LLC;
Charter Fiberlink CCO, LLC;
Charter Fiberlink CT-CCO, LLC;
Charter Fiberlink LA-CCO, LLC;
Spectrum Captive Holdings, LLC;
Spectrum Communications Indemnity Inc. CT Captive
Spectrum Fiberlink Florida, LLC;
Spectrum Gulf Coast, LLC;
Spectrum Management Holding Company, LLC;
Spectrum Mid-America, LLC;
Spectrum Mobile Equipment, LLC;
Spectrum Mobile LLC;
Spectrum New Jersey, LLC;
Spectrum New York Metro, LLC;
Spectrum NLP, LLC;
Spectrum Northeast, LLC;
Spectrum Oceanic, LLC;
Spectrum Originals Development, LLC
Spectrum Originals, LLC
Spectrum Pacific West, LLC;
Spectrum Reach, LLC;
Spectrum RSN, LLC;
Spectrum Security, LLC;
Spectrum Southeast, LLC;
Spectrum Stamford, LLC;
Spectrum Sunshine State, LLC;
Spectrum TV Essentials, LLC;
TC Technology LLC
Time Warner Cable Business, LLC;
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;

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AGENCY CUSTOMER ID: CN102616700
LOC #: St. Louis

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	**NAMED INSURED** Charter Communications, Inc. and all Subsidiaries 400 Atlantic Street Stamford,CT 06901
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

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 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 Gateway, LLC;
Charter/Altice Master Cable Advertising, LLC;
Charter Leasing Holding Company, LLC;
Cujo Parent, LLC;
DukeNet Communications, LLC;
Insight Blocker LLC;
Insight Communications Company LLC;
Marcus Cable Associates, LLC;
SCI Aviation, Inc.;
Spectrum Advanced Services, LLC (f/k/a TWC Digital Phone 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 Northeast LLC
Time Warner Cable, LLC;
TWC Administration LLC;
TWC Communications, LLC
TWC Employee Disaster Relief Fund
TWC SEE Holdco LLC
TWCIS Holdco 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.

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Spectrum ENTERPRISE

Spectrum Enterprise
Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Fiber Internet Access ("FIA") 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 from Customer's Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise "Point of Presence" or "POP") at the individual circuit or service level, and any applicable credits are issued only for the affected FIA 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 FIA Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

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: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. 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 Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's Service Location, if necessary, (iv) service issues arising 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.

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Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	• A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA 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 an FIA 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 FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

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 FIA Service. The roundtrip delay is expressed in milliseconds (ms).

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Latency is calculated as follows:

$$\text{Latency/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

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:

$$\text{Packet Loss / Frame Loss (\%)} = 100\ (\%) - \text{Frames Received (\%)}$$

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).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

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.

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Spectrum ENTERPRISE

IX. Remedies

Service Credits:
If the actual performance of an FIA 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 monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against 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 thirty (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.

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Spectrum ENTERPRISE

PROPOSAL SIGNATURE PAGE

Proposal Signature Page

MAGNOLIA PUBLIC SCHOOLS

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220020021 (Nickname: mps_y25_470_cl)**

For the Vendor:

DocuSigned by:
Lynne Bell
1B6B72EB70864A4...

Signature

Lynne Bell, VP, Spectrum Enterprise Sales	Charter Communications Operating, LLC	
Printed Name and Title	Vendor Name	
3/14/2022	143050436	Completed
Date	SPIN	Pricing Form

Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION,** section **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.

Signature	Date
Printed Name	Title

E-Rate Rider

ATTACHMENT TO [Insert Title of Document] ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by [Insert name of AT&T affiliate] (AT&T) and (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.

2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.

3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.

4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.

5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of it's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

E-Rate Rider

6. Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: ***Customer desires that Services commence on or about July 1 unless a different date is inserted here*** . AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. **AT&T Owned Equipment - General Terms and Conditions**

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no right to, interest in, or exclusive use of that Equipment.

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. **Terms of Equipment Usage**

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE –** Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL –** Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND -** Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal –48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specifc customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. **Customer Premise Support Structure ("CPSS") - General Terms and Conditions**

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

E-Rate Rider

- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements**: IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 ("CALNET NEXTGen Contract"), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0)**: In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of $9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. **USAC Invoicing Method**

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: http://usac.org/sl/applicants/step06/default.aspx. .

b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. **Reimbursement of USAC**

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

12. **Contract Requirements.**

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

E-Rate Rider

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ **IF THIS BOX IS CHECKED,** THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED **<Date of Original Attachment>.**

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

Federal Communications Commission

Red Light Display System (RLDS)

Red Light Display System

FCC | Fees | Red Light Display System

< FCC Site Map

Logged in as Username: vl4468@att.com FRN: AT (0005937974) [Log Out]

Back |Print | Help

10/4/2021 3:03 PM

Current Status of FRN 0005937974

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 10/04/2021 at 6:31 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

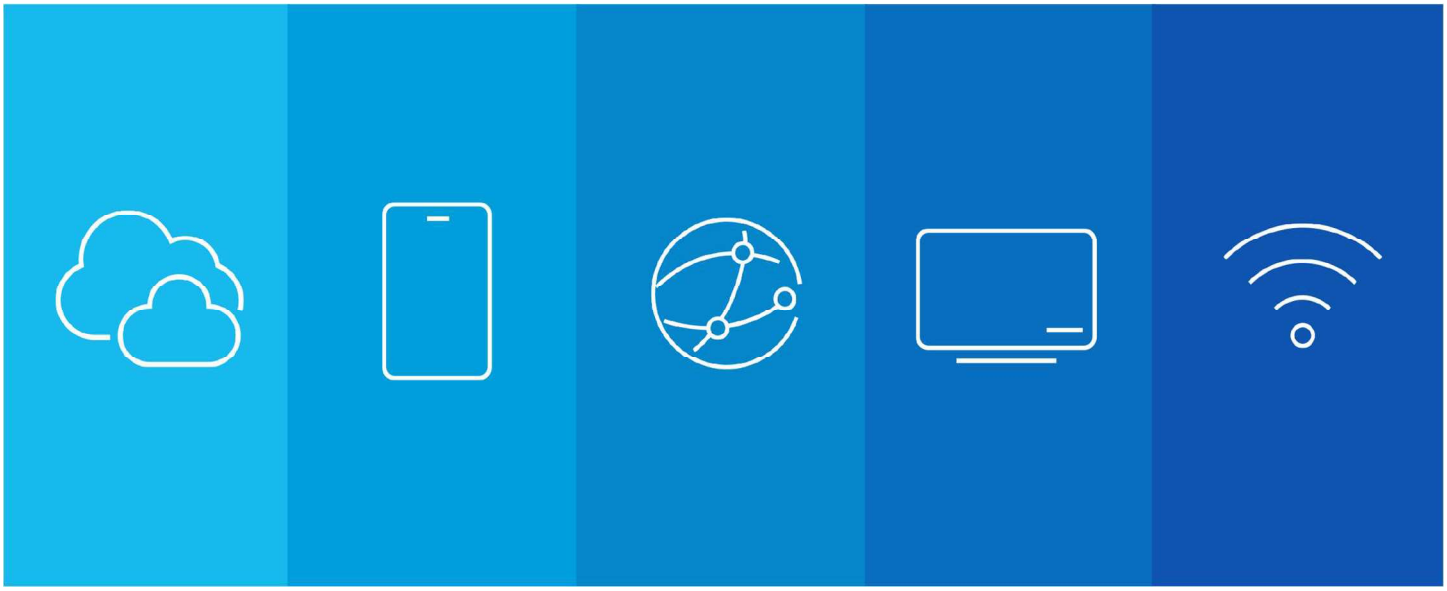
Red Light Help | FCC Debt Collection | FCC Fees | Web Policies / Privacy Policy

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 or fax us at (202) 418-7869.

MAGNOLIA PUBLIC SCHOOLS

AT&T Response to Magnolia Public Schools' RFP for Dedicated Internet Services



AT&T Business

Herminia Simpson
1452 Edinger Ave, Shared
Tustin, CA 92780, United States

Phone: +1 714.599.4681
herminia.simpson@att.com
www.att.com

March 14, 2022

Tom Wilkerson
Consultant
Magnolia Public Schools
250 E 1st Street
Los Angeles, CA 90012

Dear Tom Wilkerson:

In response to the Magnolia Public Schools E-rate Form 470 #220020021 and RFP for AT&T Dedicated Internet, we're submitting the attached proposal for an AT&T solution that addresses your requirements.

AT&T is an experienced provider of E-rate-qualified services. Our Service Provider Identification Number (SPIN) information is as follows:

- AT&T Dedicated Internet SPIN 143001192

In the following proposal, we describe the solution and summarize its benefits. We also describe the advantages of working with AT&T.

We're confident in the strength of this offer and in our capabilities to deliver and support it. We look forward to working with you.

Sincerely,

Herminia Simpson
Client Solutions Executive 3

MAGNOLIA PUBLIC SCHOOLS

Connecting Your World

AT&T Response to Magnolia Public Schools' RFP for Data Transmission and/or Internet Access Services

March 14, 2022

Herminia Simpson
AT&T
Client Solutions Executive 3
1452 Edinger Ave, Shared
Tustin, CA 92780, United States
Phone: +1 714.599.4681
herminia.simpson@att.com

AT&T Business

This response to your request is not a contract offer and does not take the place of a signed contract. If you select AT&T for this service, please let us know so we can provide you the appropriate contract documents. Neither party is obligated for the selected services unless and until mutually agreed contract documents are signed by both parties. The Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and assumes use of AT&T contract documents and an E-rate Rider as part of any final, negotiated contract between the parties, unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Proposal Validity Period—The information and pricing contained in this Proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service/equipment mix and locations outlined in this proposal and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Disclaimer—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for E-rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/e-rate. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters.

End User Equipment—E-rate recipients must cost allocate any non-ancillary ineligible components that are bundled with eligible products or services. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

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Product Disclaimers - For ADI with Managed Router, the customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router. AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in the Entrance Facility Construction section of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

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Executive Summary

Today's schools are under pressure to deliver more content via formats such as online interactive lessons and live videoconferencing. Using E-rate services, Magnolia Public Schools can take advantage of technology to expand the ways you provide education and support your staff.

Schools across the nation have risen to the challenge of COVID-19, using various new tools and applications to provide remote instruction, distance learning, and small group support. As a result, a reliable network is more important than ever. Magnolia Public Schools needs a network that can keep up.

Today's schools are under pressure to implement the latest technology to enhance teaching, improve learning, and streamline management. To meet these demands, educational institutions like Magnolia Public Schools are looking at new ways to take advantage of evolving technologies.

Magnolia Public Schools must have an infrastructure that facilitates new technology and improved learning in the classroom. Therefore, you want a provider that can help you build a network platform to support these objectives:

- Facilitate student engagement and participation
- Increase the efficiency of your teachers and staff
- Support new electronic learning applications and delivery

Moreover, you need a supplier that can effectively support your goals while helping you maximize your E-rate benefits. E-rate funds can help pay for some of the following expenses:

- **Infrastructure**—Wi-Fi connectivity is becoming more common in the classroom, and new funding sources are available to support improved Wi-Fi. As a result, you have a unique opportunity to revisit your requirements and potentially add or enhance infrastructure.
- **Telecommunications**—Ethernet services offer the high speeds and reliable connectivity to support demanding learning and collaboration applications for large groups of students, faculty, and staff.
- **Internet Access**—The internet is critical to today's schools. Therefore, you need enough bandwidth to adequately support growing use.

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Solution

We understand your challenges and the technologies that drive your educational institution. As a result, we've designed a solution that can help enable you to upgrade your technology, enhance your infrastructure, and gain additional efficiencies, which can help improve student achievement and expand the content available to your students.

Your solution includes the following:

- **AT&T Dedicated Internet**—an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity.

The solution has these key features:

- **ADI with Managed Router Option**—provides the customer premises equipment (CPE) for ADI, generally a router and a diagnostic modem. AT&T configures, monitors, manages, and maintains the equipment. You provide a dedicated standard telephone line for out-of-band testing of the diagnostic modem. This option provides convenient end-to-end managed internet access so you can focus on your core mission.
- **Class of Service (CoS)**—prioritizes data traffic over your network access link, and you can add this option to your ADI. We offer four classes of service and 25 service profiles that have predetermined bandwidth allocations. And, if any service isn't using its allocated bandwidth, other services can share it. By using this option, you can optimize your data traffic flows during congested periods.
- **Reliable Service**—starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.

Advantages of AT&T

AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education

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experience to your school or library, helping expand affordable access to advanced telecommunication services. And we offer the following additional advantages:

- At AT&T, we can bundle wireline, wireless, voice, data, and internet services, which sets us apart from many other providers. We can integrate the services you need by drawing on our extensive portfolio of advanced IP and traditional networking solutions for voice and data. We're one of the few companies that maintains its commitment to operating a major U.S. network, including in rural and underserved areas.
- We put it all together for Magnolia Public Schools—we can build it, test it, manage it, and help make it more secure. The result is a complete solution, and you'll benefit from its convenience, simplicity, and cost savings.
- AT&T has a long history of supporting education. In 2008, we launched AT&T Aspire, the largest educational initiative in our history. Through this program—one of the most substantial corporate commitments of its kind—we've helped more than a million students across all 50 states.

Personalized Support

Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You'll receive ongoing, coordinated support from your account team for all of your AT&T services.

Your AT&T Account Team

Name	Title	Phone Number	Email
Herminia Simpson	Client Solutions Executive	714.599.4681	hm3571@att.com

AT&T has rich experience and proven success in integrating and managing networks and network infrastructure for institutions like yours. Following on our long history of supporting education, we remain committed through active sponsorships and partnerships—and we can help you reach your goals. We welcome the opportunity to work with you.

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Notwithstanding anything contained in this Request For Proposal ("RFP") to the contrary, AT&T Corp. on behalf of itself and its service-providing affiliates ("AT&T") hereby submits this RFP response (the "Response") subject to the provisions hereof and the terms and conditions contained in the attached Unified Agreement (the "Unified Agreement"), between AT&T and Magnolia Public Schools ("Customer"), along with E-rate Rider, applicable Pricing Schedule(s), and any transaction-specific documents to be entered into between the parties (collectively, the "Proposed Contract Documents") and not pursuant to the terms and conditions contained within or referenced to in this RFP document. Neither party is under any obligation to the other with respect to this RFP until the parties have agreed upon and executed mutually agreed to order documents (the "Contract").

The terms and conditions contained within this RFP document, do not contain the product- and service-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.

Any third-party software used with the Services will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software. Title to software remains with AT&T or its supplier. Magnolia Public Schools as the licensee will be bound to all such terms and conditions, and they shall take precedence over any agreement between the parties as relates to such software.

In the event that AT&T is chosen as Magnolia Public Schools' vendor of choice, AT&T is fully prepared to negotiate a contract in good faith with Magnolia Public Schools that includes certain of Customer's terms and conditions incorporated into the Proposed Contract Documents.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T, we are confident this will be a successful contracting process, leading to a successful project performance.

ARRA Disclaimer: To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and Customer will need to reach mutual agreement on AT&T's participation.

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Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service/equipment mix and locations outlined in this proposal and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Disclaimer—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for E-rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/e-rate. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate

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application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters.

End User Equipment—E-rate recipients must cost allocate any non-ancillary ineligible components that are bundled with eligible products or services. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

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RFP Response

REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2022: 7/1/2022 – 6/30/2023

PART 1 – GENERAL INFORMATION

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.

PLEASE NOTE (per https://www.usac.org/e-rate/applicant-process/competitive-bidding/): **Requests for Proposal**

The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use "RFP" or "RFP document" generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470. **Thus, a formal response to each paragraph of this RFP is neither required nor desired.**

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:

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- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about current situation and desired solutions)
- Proposal submission details
- Description of Products and 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.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions contained in the Proposed Contract Documents. All terms and conditions relating to order of priority shall be as set out in the Proposed Contract Documents.

All terms and conditions relating to order of priority shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 1.2 ("Priority of Documents") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

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.**

GENERAL INFORMATION, TERMS AND CONDITIONS

1. Overview

1.1 E-Rate Program Background

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries

Division [SLD] Form 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:

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AT&T Response:

The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception, and can provide a complete range of E-Rate-eligible and non-eligible services to assure your schools and libraries are connected; from local and long distance phone service to network design and integration, Web hosting, Internet access and eligible infrastructure components. We're proud to bring our telecommunications expertise and knowledge of the E-Rate program to your school or library, helping to provide all eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.

- Category 1:
  - Leased Lit Fiber
  - Internet Access and Transport Bundled (Non-Fiber)
  - Transport Only - No ISP Service Included (Non-Fiber)
  - Internet Access: ISP Service Only (No Transport Circuit Included)
  - Leased Dark Fiber and Leased Lit Fiber
  - Self-Provisioned Network and Services Provided Over Third-Party Networks
  - Other
- Category 2:
  - Internal Connections
  - Managed Internal Broadband Services
  - 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, https://www.usac.org/e-rate/, or call the SLD Help Line at 888-2038100.

1.2 Communications

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)

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- 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 submitted 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 are strongly discouraged. Proposal submissions by telephone or facsimile are not acceptable. Proposal submissions by U.S. mail are strongly discouraged, except when sealed bids are required.

AT&T Response:

AT&T has read and understands.

1.3 Scope

Applicant seeks proposals for E-Rate eligible products and services in the categories listed in **Service Requests** section of the Form 470 and further detailed in **PART 2 – SPECIFIC INFORMATION**, section **B. Products And Services Sought**.

AT&T Response:

The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception, and can provide a complete range of E-Rate-eligible and non-eligible services to assure your schools and libraries are connected; from local and long distance phone service to network design and integration, Web hosting, Internet access and eligible infrastructure components. We're proud to bring our telecommunications expertise and knowledge of the E-Rate program to your school or library, helping to provide all eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve and maintain telecommunications, Internet access services, and/or

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technology infrastructure, to enhance student achievement in its classrooms, or to enhance patron experience in its library. Applicant 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.

AT&T Response:

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

AT&T agrees with respect to information submitted in Form 471 filings. With respect to other information, subject to applicable law, all terms and conditions relating to confidentiality obligations shall be as set forth in the Proposed Contract Documents, in particular the confidentiality provision and the subsections thereto.

Per E-Rate rules, confidential bids are not acceptable.[1] By submitting a proposal, Vendor acknowledges that any reference to "Proprietary" or "Confidential" on any document or communication is waived.

Vendors may bid on the entire RFP or on any numbered group of **Products and Services Sought** in section B of PART 2 - SPECIFIC INFORMATION. Within each group, a complete solution 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 group B.1.

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.[2] Items that are conditionally 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.

[1] Per FCC Order 14-99, in general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

[2] Please reference E-Rate Eligible Services List https://www.usac.org/e-rate/applicant-process/before-youbegin/eligible-services-list/

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AT&T Response:

For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid documents, and use of terms and phrases, such as “all-inclusive” or language to similar effect, does not require AT&T to provide equipment or services beyond those specifically noted in our quote. AT&T’s prices do not include taxes, surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer’s failure to timely pay such taxes or similar charges), and such taxes and similar charges are not stabilized.

AT&T’s identification of certain services as “eligible” or "non-eligible" for Universal Service (“E-Rate”) funding is not dispositive. Any conclusions regarding the eligibility of services for E-Rate funding are based on several factors, many of which are not within AT&T’s reasonable control. AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”) website: https://www.usac.org/e-rate/ This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD, and AT&T does not represent or guarantee the eligibility of any service or product.

1.4 Proposal Elements

A responsive proposal will include the following elements:

a) Applicant reference info:

- Reference to the establishing Form 470 Number
- Applicant name

AT&T Response:

AT&T Corp.

- Applicant Billed Entity Number [BEN]
- Applicant address

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AT&T Response:

1452 Edinger Ave, Tustin, CA 92780, United States

- Which requirements your proposal addresses (e.g., B.1, B.2 in PART 2 – SPECIFIC INFORMATION section)

b) Vendor background

- Name
- Vendor Contact Information (email and phone)

AT&T Response:

Name: Herminia Simpson

Title: Client Solutions Executive 3

Address: 1452 Edinger Ave, Tustin, CA 92780, United States

Phone: +1 714.599.4681

Email: herminia.simpson@att.com

- Form of Organization

AT&T Response:

AT&T is an independent, publicly traded corporation, and no individual owns more than 10% of the company.

Headquartered in Dallas, Texas, we're investing to be a global leader in telecommunications, media, and technology. We offer innovative solutions for our customers and strong returns for our shareholders.

- Names of Principals

AT&T Response:

The names and titles of the AT&T Corp. officers are listed in the attached “AT&T Officers” Spreadsheet.

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- Years in Business

AT&T Response:

AT&T has 144+ years in business.

AT&T Corp. has been in business since 1885. It is a wholly owned subsidiary of AT&T Inc. – a corporation traded on the New York Stock Exchange. AT&T's financial information is consolidated and reported at the AT&T Inc. level.

The most recent Annual Report for AT&T can be found in the Investor Relations section of our website at: http://www.att.com/gen/investor-relations?pid=9186.

The most recent 10-Q for AT&T Inc., filed with the Securities and Exchange Commission, addresses pending litigation in the Other Business Matters section. The 10-Q is found in the investor relations section of our website at:

http://phx.corporate-ir.net/phoenix.zhtml?c=113088&p=irol-sec&control_selectgroup=Quarterly%20Filings

Other AT&T financial information can be found on the same Investor Relations Website.

- Confirmation of the Vendor Qualifications as further described below c) E-Rate track record:
- Vendor Service Provider Identification Number [SPIN]

AT&T Response:

AT&T Corp SLD SPIN specific to AT&T Dedicated Internet in this RFP is 143001192.

- References: three K-12 or library references for similar projects in the last 5 years

AT&T Response:

During negotiations or presentations, your AT&T account team will secure customer references.

Most AT&T customers do not wish to be contacted directly and must specifically agree to be references. If you request specific customer references, your AT&T account team may arrange meetings between approved references and prospective customers and will provide that information during negotiations. So, your account team will work to arrange the customer meeting or to supply you with direct contact information.

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Because we protect our client information, you can rest assured that your information will also be protected.

- Evidence of routinely successful SLD funding approvals

AT&T Response:

AT&T family of companies is the largest single Service Provider under the School and Library Program. In 2021 PY, AT&T family of companies were the largest Service Provider of Category 1 services representing 11% of all Category 1 services, as measured by e-rate requested dollars.

- Low frequency of high scrutiny applications

AT&T Response:

The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception, and can provide a complete range of E-Rate-eligible and non-eligible services to assure your schools and libraries are connected; from Cybersecurity, VoIP service to network design and integration. In the 2021 PY, AT&T was the largest C1 Vendor operating under the e-rate program with an 11% market share and handling over 2500 FRNs from customers ranging in size from the small private school to the vast statewide state networks. Our customers' past history with the e-rate program, the size and complexity of their networks are all factors considered by USAC's PIA review team in review of their funding requests.

AT&T has established a strong E-rate Compliance Program to insure that we follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules. The size of our e-rate customer base has allowed us to modify our billing systems, applications and processes to better support our E-rate Customers. In addition, AT&T maintains a team of Regional E-rate Subject Matter Specialists who provide E-rate Sales and Compliance direction to E-rate Sellers and our Operational Support teams. AT&T has also established a dedicated e-rate post sale support organization called RECO (RHC, E-rate California USF and Oklahoma USF) Center of Excellence to assist in resolving billing issues, dealing with USAC Inquiries or Audits and ensuring the timely distribution of SPI funding, if chosen by the customer. Further e-rate resources are available to AT&T Sellers with dedicated individuals in our Compliance, Legal and Regulatory organizations.

One of the strengths provided by our E-rate SME team is their geographic diversity. As out E-rate SME's provide Coast-to-Coast coverage, this allows them to share learnings with each other and capture new trends as they develop. For example a couple of years

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ago, PIA changed the manner in how Special Construction reviews were done. In their early stages of this change, our E-rate SMEs noticed an entirely new set of questions around Special Construction. This was first noticed on the West Coast with a customer in CA and has now filtered across the rest of the country. The responses to these questions are very detailed around fiber build design, end points and the costing factors associated with them. Our nationwide coverage allows us to anticipate these questions in other Regions and provides us the additional time to create processes to collect this "new" information. Early awareness of new issues allows our customers to respond to these questions sooner, resulting in an earlier funding decision than would be available without these resources.

- As appropriate for the products/services sought by Applicant:
  - Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)

AT&T Response:

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with Customer's operations and use of telecommunications services, to provide and support Customer's use of the Services in accordance with the terms of AT&T's response to this RFP. The identities and titles of specific persons and their availability to provide and support Customer's needs will be separately established by authorized representatives of AT&T upon award of the RFP to AT&T. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

  - Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership

AT&T Response:

AT&T clarifies that while typically, a contractor license is required to "construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building" (*Howard v. State*, 85 Cal. App. 2d 361, 364, 193 P.2d 11, 13 (1948); Cal. Bus. & Prof. Code § 7026), the California Business and Professions Code establishes an exemption to the contractor license requirement for public utilities at Cal. Bus. & Prof. Code § 7042.5. AT&T Corp. is entitled to rely on that exemption under applicable law because it is a public utility. See also 78 Cal. Op. Att'y Gen. 261 (1995).

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All terms and conditions relating to licenses, permits and consents as well as compliance with laws shall be as set forth in the Proposed Contract Documents. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

d) Product/Service solution:

- Succinct list of exceptions to any requirements, terms, or conditions of this RFP

AT&T Response:

The products, services and pricing provided herein are subject to the terms and conditions of the Proposed Contract Documents attached hereto. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

- Brief summary, in non-technical terms, of what the solution provides
- The pre-discount price with subtotals for:
  - E-Rate eligible items including taxes, shipping, and installation (if applicable)
  - Items not eligible for E-Rate support including taxes, shipping, and installation (if applicable)
  - Other expenses as appropriate

AT&T Response:

AT&T's identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-Rate") funding is not dispositive. Any conclusions regarding the eligibility of services for E-Rate funding are based on several factors, many of which are not within AT&T's reasonable control. AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website: https://www.usac.org/e-rate/ This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD, and AT&T does not represent or guarantee the eligibility of any service or product.

- Term of the contract
- Estimated implementation schedule

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- Confirmation that the proposal is valid through the close of the application window and will be honored through completion of any associated documentation

AT&T Response:

The information and pricing contained in this proposal is valid until 1) the parties enter into a fully executed binding contracts, 2) AT&T timely withdraws the proposal, or 3) the E-Rate filing window closes for the then-current E-Rate Funding year, whichever first occurs. Once the contracts are signed, the provisions of the contracts will control. AT&T's rates will remain fixed for the duration of the final executed binding contracts.

- Confirmation that no products or components from any "covered company," as designated by the FCC, are included in the proposal

AT&T Response:

None of the product and services proposed in response utilize any equipment or services provide by a company that the FCC has designated as a national security threat to the integrity of the communication network or the communications supply chain. AT&T is compliant with the 2019 Protecting Against National Security Threats Order and the FCC rules implementing this Act within the E-rate program as first outlined in November, 2020 in DA 20-1418, the 2021 Eligible Services List.

e) The required Pricing Form

f) Vendor's proposed Terms and Conditions, including any early termination provisions

AT&T Response:

All terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular Section 8 *("Suspension and Termination")* of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply. Also, please see the E-rate Rider, attached hereto.

g) For Category 2 proposals, signed "Additional Category 2 Provisions" pages

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h) For Category 2 proposals, commitment to promptly provide the USAC Bulk Upload Template[3], upon applicant decision to award *and before the Form 471 deadline*

AT&T Response:

AT&T will assist in the preparation of the "Bulk Upload Template" in accordance with E-Rate rules and regulations, but customer will remain responsible for the content of the Bulk Upload Template.

i) In case of SEALED BIDS, a USB drive containing all documents

j) Signature of Vendor's authorized representative on cover letter and/or Proposal Signature Page of this RFP.

The preferred format for narrative portions of proposals is a single PDF file addressing these clearly identified topics.

The completed written proposal form must be without erasures or alterations unless both parties initial each correction. 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. If Vendor's proposal is selected for award, Applicant will provide a written acceptance to establish the ***legally binding agreement*** required by E-Rate program rules. Nevertheless, either party may later require additional documents, such as detailed Customer Service Orders or Purchase Orders.

AT&T Response:

Any Customer purchase orders issued for services as provided under this RFP must clearly provide that the purchase is made via the mutually agreed contract documents and not subject to the preprinted terms of that purchase order form.

The contract terms contained with this RFP document do not contain the product-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. Notwithstanding anything contained in this RFP to the contrary, AT&T submits this RFP response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please

[3] Available at https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/

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note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

Vendors submitting questions and/or proposals can expect:

- RFP amendment clarifying due dates for questions and proposals
- RFP amendment(s) as needed
- Acknowledgement of receipt of proposals
- An "open and fair" competitive bidding process per E-Rate program rules
- No *private* calls, meetings, site walks, or demos
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted
- Winning Vendors will be expected to promptly provide any additional documentation needed

AT&T Response:

AT&T will provide timely information and documentation, in response to reasonable requests, in accordance with the USF Schools and Libraries Program as set forth on the USAC website and FCC Rules.

- E-Rate rules do not require Applicant to share other Vendors' proposals, unless required by state or local laws or regulations

1.5 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. Detailed evaluation criteria and weights are described in PART 2 – SPECIFIC INFORMATION.

AT&T Response:

To the extent the evaluation criteria is consistent with the E-Rate rules, AT&T agrees. AT&T understands and reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

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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, as required by the E-Rate program rules.

Applicant reserves the right but has no obligation to determine a short list for best and final offers, after the submission deadline, or to accept the winning proposal as submitted by 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.

AT&T Response:

AT&T's Response hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

AT&T reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

1.6 Phased Implementation

Some Applicants may request a phased implementation strategy such that:

- Phase I: A reduced level of service/work approximately equal to Applicant's share of cost, starts July 1 (or earlier to extent allowed by program rules)

AT&T Response:

AT&T will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules and per any mutually agreed installation schedule, but will not be responsible for delays which result from matters outside its reasonable control. In such event, AT&T will cooperate with the District in seeking appropriate deadline extensions with the Schools and Libraries Division of the Universal Service Administrative Company. Ultimate responsibility for obtaining such extensions, however, remains with the District per E-Rate rules.

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- Phase II: Balance of service/work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended while awaiting funding commitment

AT&T Response:

AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives District notification to proceed with the order without funding approval or verification in writing from the District to proceed based on funding approval by the USAC/SLD, whichever occurs first. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. Please see the attached E-Rate Rider for more information.

AT&T will be glad to coordinate all its activities on the site with District, and will endeavor to meet all mutually agreed implementation dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of District, and/or any contractor or subcontractor employed by District, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

For example:

- 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 Unless Vendor explicitly takes exception to a phased implementation option, Vendor proposal should take into consideration the possibility that a phased approach may be required to mitigate Applicant risk or cash flow.

2. Terms And Conditions

2.1 Submission Deadline

The deadline for submission of proposals is advertised on Page 1 of PART 2 - SPECIFIC INFORMATION section of this solicitation, and may be clarified via RFP amendment(s).

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If no responsive bids are received by the deadline, (or in the case of sealed bids, the bid opening), the Applicant, at its sole discretion may:

- Accept late bids until 3pm Pacific time of the first business day on which at least one responsive (and cost-effective per E-Rate rules) bid has been received or until 48 hours prior to the close of the application window, whichever comes first
- Post an amendment extending the deadline
- Decline to make an award

In the event of conflict between this paragraph and a specific RFP amendment, the amendment shall prevail.

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 an 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.

AT&T Response:

AT&T has read and understands.

2.2 Submission Procedure

The procedure for submission of proposals is stated on Page 1 of PART 2 - SPECIFIC INFORMATION section of this solicitation. In general:

- For sealed bids, in addition to printed copies, an electronic copy should be provided on a USB drive included within the sealed package
- For bids requiring upload to an electronic procurement system, please refer to details in PART 2 – SPECIFIC INFORMATION
- Otherwise, proposals should be submitted by electronic mail only, to the address shown on Page 1 of PART 2 – SPECIFIC INFORMATION

Pricing information may be submitted in one of the following formats:

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- Learningtech.org's supplied Pricing Form
- Vendor provided form that is substantially similar to Learningtech.org's form. NOTE:
- generic price lists, not reflecting the specific requirements of this RFP, may result in disqualification
- Recent invoice for month-to-month service, with reasonable assurance from Vendor that substantially similar pricing will continue to be honored throughout the funding year
- Pricing specifics from an eligible Consortium master agreement, Piggyback contract, or State Master Contract

If additional information is needed to clarify pricing, please include as part of your proposal narrative. Learningtech.org's Pricing Form (which is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference) is strongly preferred.

2.3 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.

AT&T Response:

AT&T has read and understands.

2.4 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.

AT&T Response:

AT&T does not intend to use subcontractors for the services which are the subject of this RFP, however, AT&T submits this Response subject to the Assignment provisions contained in the Proposed Contract Documents. All terms and conditions relating to assignment shall be as set out in the Proposed Contract Documents, the Unified Agreement Terms and Conditions Section 10.6 *("Assignment and Subcontracting")*.

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2.5 Interpretation, Additional Information, Corrections, and Amendments/Addenda

Questions or requests for clarification of this RFP must be sent to the email address by the question deadline shown. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered Amendments/Addenda integral to this RFP.

Any interpretation, correction, clarification or change of this RFP will be made by posting an Amendment/Addendum 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* or *conference call*, 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 Amendments/Addenda throughout the time from posting of the RFP through the deadline for submission of proposals.

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.

AT&T Response:

AT&T has read and understands.

2.6 Omissions

Omissions in the proposal of any provision herein described shall not be construed as relieving 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.

AT&T Response:

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP response will be subject to change on account of any error or omission in the RFP information provided by the Customer or upon further investigation(s) as to local conditions and the exact requirements of any future order. AT&T will not be responsible for knowledge of latent conditions absent express written disclosure by the District prior to bidding.

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For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid documents, and use of terms and phrases, such as “total cost” or “all-inclusive” does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

2.7 Implementation, Acceptance, and Payment

After written notification of contract award and before the start of work, the Vendor will 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 advised in writing by the Applicant.

AT&T Response:

AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order without funding approval or verification in writing from the Customer to proceed based on funding approval by the USAC/SLD, whichever occurs first**.** AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. Please see the attached E-Rate Rider for more information.

AT&T will be glad to coordinate all its activities on the site with Customer, and will endeavor to meet all mutually agreed implementation dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Customer, and/or any contractor or subcontractor employed by Customer, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

Any Customer purchase orders, carrier service orders or similar written instructions issued for services as provided under this RFP must clearly provide that the purchase is made via the mutually agreed contract documents and not subject to the preprinted terms of that purchase order form.

Applicant has the right to conduct acceptance procedures before payment. Applicant will strictly enforce contract quality provisions including applicable industry standards and/or manufacturer specifications.

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AT&T Response:

For clarification, AT&T will install, implement and cutover the system components called for in the agreed specifications. The components provided will operate in all material respects in accordance with the manufacturer's specifications, the RFP specifications as responded to by AT&T and the agreement of the parties. When the work and components specified in this response complete manufacturer-recommended test protocols, the project is complete and acceptance will take place.

AT&T will not commit to follow "industry standard," as that term is somewhat undefined in this context. AT&T will provide the services as outlined in its proposal and resulting contract documents in a manner mutually agreed by the parties.

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 cannot be sent to E-Rate program before the allowable dates of the relevant funding year. For telecommunications services within California, SLD's Service Provider Invoicing [SPI] mode of invoicing is ***required*** for compliance with California Teleconnect Fund ***stacking***. For all other services, unless specifically negotiated with Vendor, SPI is also selected.

AT&T Response:

AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method. For SPI billing, AT&T will provide discounts as follows:

When customers designate their choice of SPI billing for services provided by most AT&T affiliates, the AT&T invoice will reflect the full amount charged for the services as well as the application of the discount and the amount of the customer's non-discounted portion. In order to receive discounts, however, customers will be required to provide detailed information to AT&T regarding which products, services, circuits or billed telephone numbers are attributable to each of its USAC Funding Request Numbers and file the SLD required Form 486. AT&T will provide customer with the appropriate forms for delivering this information upon AT&T's receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division of USAC (SLD). Upon receipt of the required information, discounts will appear on the customer bill within 2-3 bill cycles. Customer will be responsible to pay all amounts not paid for through the E-Rate program.

When a customer requests the Service Provider Invoice (SPI) method of billing for services provided by some AT&T affiliates, (such as AT&T Corp, Alascom and TCG), AT&T

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utilizes the AT&T Reimbursement Form (ARF) process to obtain its E-Rate discounts. Under this process, customer registers via an online customer account profile web page located at: https://www.erate.att.com/arf/index.cfm. Once the accounts are submitted by the customer online and calculated by AT&T, AT&T utilizes various methods for applying the E-rate discounts for the customer when the SPI discount method is selected. Under any of these methods, AT&T will seek reimbursement from the SLD. For more information regarding ARF, see https://www.erate.att.com/arf/index.cfm. Customer must file the SLD required Form 486 in order to receive any discounts under the E-Rate program.

If the customer elects BEAR invoicing method it will be handled in accordance with E-Rate rules. Beginning with the 2016 Program Year, the BEAR process changed substantially. No longer will the BEAR be routed through the service provider for payment. BEARs will be submitted directly by the applicant to USAC and payments will be made directly to the applicant via an EFT transaction. More information on the change in this process can be found at :https://www.usac.org/e-rate/service-providers/step-5-invoicing/

CTF Applicants also approved by SLD to receive E-Rate discounts on AT&T services:

Yes, AT&T is a CTF participant. Pursuant to Senate Bill (SB) 1102, CTF Service Providers are required to apply the statewide average E-Rate percentage (as instructed in the Telecommunications Division's Administrative Letter No. 10) before applying the CTF discount on eligible services, where applicable. If you are a school or library and have not applied for E-Rate or have not returned your E-Rate Existing Services List, your CTF discounts may be impacted by SB1102. The California statewide average E-Rate percentage must be applied before calculating the CTF discount (this calculation only reduces the Customer's eligible dollar amount considered for CTF discounts; it does not provide the Customer an E-Rate discount) on eligible services for public and private K-12 schools and public libraries. The statewide average E-Rate percentage is updated in July of each year. The statewide average can vary, as a result of the annual update. Go to CTF Program - Statewide Average E-rate (ca.gov) for yearly statewide average E-Rate percentages.

The process for receiving CTF discounts is as follows:

If Applicant is not currently receiving CTF discounts on AT&T services: Customer must first obtain approval from the California Public Utilities Commission before CTF discounts can be provided. Once approved, Customer must forward to AT&T a copy of their approval letter along with an AT&T California Teleconnect Fund (CTF) Discount Request Form (which can be found at California Teleconnect Fund Program Application Process - Erate (att.com)

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Once AT&T receives the initial request to receive CTF discounts, it will apply CTF discounts within 2 to 3 bill cycles. Customer will continue to receive CTF discounts for eligible services, as requested on AT&T California Teleconnect Fund (CTF) Discount Request Form, on an ongoing basis.

If Applicant is already receiving CTF discounts on AT&T services:

If Customer is already receiving CTF discounts on some AT&T services and wishes to have recently awarded eligible services that were not previously provided by AT&T to also receive CTF discounts then Customer may either:

Request CTF discounts on additional services by submitting supplemental AT&T California Teleconnect Fund (CTF) Discount Request Form with Billed Telephone # (BTN/WTN) for new services on the form. AT&T form can be found at California Teleconnect Fund Program Application Process - Erate (att.com) Completed form can be emailed or faxed to AT&T.

Upon receipt of CTF form (or notification at time service is ordered), Customer will receive CTF discounts within 2-3 bill cycles from the order.

OR

Simply request CTF discounts when placing order for new services from AT&T Customer representative.

The process for obtaining E-Rate discounts is as follows:

The California Public Utility Commission requires that CTF recipients who also receive E-Rate discounts, must utilize the Service Provider Invoice (SPI) billing method to obtain their E-Rate discounts. SPI discounts will be provided by AT&T as follows:

When customers designate their choice of SPI billing for services provided by most AT&T local exchange affiliates, the AT&T invoice will reflect the full amount charged for the services as well as the application of the discount and the amount of the customer's non-discounted portion. In order to receive discounts, however, customers will be required to provide detailed information to AT&T regarding which products, services, circuits or billed telephone numbers are attributable to each of its USAC Funding Request Numbers and file the SLD required Form 486. AT&T will provide customer with the appropriate forms for delivering this information upon AT&T's receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division of USAC (SLD). Upon receipt of the required information, discounts will appear on the customer bill within 2-3 bill cycles. Customer will be responsible to pay all amounts not paid for through the E-Rate program.

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When a customer requests the Service Provider Invoice (SPI) method of billing for services provided by some AT&T affiliates, (such as AT&T Corp, Alascom and TCG), AT&T utilizes the AT&T Reimbursement Form (ARF) process to obtain its E-Rate discounts. Under this process, customer registers via an online customer account profile web page located at: https://www.erate.att.com/arf/index.cfm. Once the accounts are submitted by the customer online and calculated by AT&T, AT&T utilizes various methods for applying the E-rate discounts for the customer when the SPI discount method is selected. Under any of these methods, AT&T will seek reimbursement from the SLD. For more information regarding ARF, see https://www.erate.att.com/arf/index.cfm. Customer must file the SLD required Form 486 in order to receive any discounts under the E-Rate program.

2.8 Applicant Right to Await Favorable FCDL

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. 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 substantially 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.

AT&T Response:

With respect to purchases made via this proposal being contingent on E-rate funding, AT&T responds as follows: The E-Rate rules require that, at the time Applicants apply for E-Rate funding, they must have a binding contract in place, unless the services are month-to-month or tariff.

https://www.usac.org/e-rate/service-providers/step-3-winning-the-bid/

Accordingly, AT&T proposes the following language be included in the definitive agreement for non-appropriations and E-rate funding termination right. While AT&T does not agree to make this contract “contingent”, AT&T would agree to the inclusion of a right to terminate the agreement if E-Rate funding is denied. Such non-appropriation and termination right would be subject to the following:

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW AGREEMENT (REPLACING THIS AGREEMENT) IS EXECUTED.

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A. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer's notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

B. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

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
- 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
- Wait for FCDL, after July 1, for the strongest assurance of discounts

AT&T Response:

AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order without funding approval or verification in writing from the Customer to proceed based on funding approval by the USAC/SLD, whichever occurs first. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

Please see the attached E-Rate Rider for more information.

AT&T will be glad to coordinate all its activities on the site with Customer, and will endeavor to meet all mutually agreed implementation dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Customer,

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and/or any contractor or subcontractor employed by Customer, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

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.

AT&T Response:

Please see AT&T's Response to Section 2.8 above.

In the event of significant delays, such as due to late FCDL, 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). Labor rates, where applicable, should not increase by more than is justifiable by the Consumer Price Index [CPI].

AT&T Response:

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

2.9 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. Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer or its representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is a Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply SLA credits.

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AT&T Response:

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: http://serviceguidenew.att.com/

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the terms of the Proposed Contract Documents. All provisions relating to SLAs must be mutually agreed to and are as set out in the Proposed Contract Documents and this Response.

All terms and conditions relating to warranties shall be as set forth in the Proposed Contract Documents, in particular Section 6 *("Limitations of Liability and Disclaimers")* of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

2.10 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 FOB Applicant destination. Estimated taxes and fees should also be quoted (see Appendix: Example Detail of Taxes).

AT&T Response:

AT&T will not agree to an FOB Destination provision, as the terms of the Proposed Contract Documents and associated pricing quoted herein assumes FOB Shipping. However, if FOB Destination is required, AT&T is willing to negotiate such terms with the understanding that the final prices (not reflected in this bid Response) may increase as a result.

AT&T reserves the right to pass along additional charges, surcharges, and fees imposed on AT&T by state or federal regulations or laws incurred by AT&T in providing the service.

Upon written request from the Customer, AT&T will provide a good faith estimate of the taxes, fees and surcharges for Customer that would apply as of today based on the

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services requested, but those amounts will be for illustrative purposes only, and subject to change.

Service providers are required to offer E-Rate Applicants their products/services at the Lowest Corresponding Prices [LCP] charged to other similarly situated customers throughout their geographic service area. In the event of a price decrease for a service or a product, the price decrease shall be passed on to the Applicant and suitably documented.

AT&T Response:

The prices provided in this response are consistent with the AT&T E-Rate Pricing Policy which was developed by AT&T for compliance with E-Rate pricing regulations.

In the case of Category 1 services, increasing bandwidth at a given site or adding additional sites will not arbitrarily extend the term of the contract. In the case of Category 2 services, when allowed by E-Rate rules, contracts should allow for extension of implementation schedule, with reasonable provisions for service substitutions.

AT&T Response:

AT&T can agree to an extension of the contract period to the end of the E-rate funding year, however it would not be able to agree on an abbreviation of the contract period, if the full contract term has not yet been met.

2.11 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.

2.12 Right to Reject; Unit Pricing

The Applicant reserves the right to accept multiple proposals or reject all proposals when in the best interest of the Applicant. 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.

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Applicant reserves the right to award for some, all, or none of the products and services sought herein so long as the change is not "cardinal" per program rules. 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.

AT&T Response:

AT&T's Response hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

2.13 Acquisition Policies and Other Applicable Regulations

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. Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

AT&T Response:

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

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 PART 2 - SPECIFIC INFORMATION, or the following non-exhaustive examples:

- State specific regulations:
  - California's Public Contract and Education Codes (https://leginfo.legislature.ca.gov/)
  - State of Washington K-12 Laws and Regs (http://www.k12.wa.us/RulesRegs.aspx)

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- Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) available at: https://www.k12.wa.us/policyfunding/child-nutrition/procurement
- 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

- Applicant's local Archdiocese, District, or County Office of Education
- City Purchasing Division
- The State Human Rights Act
- Equal Opportunity Act
- The Prevailing Wage Act
- The Fair Labor Standards Act
- The State Motor Vehicle Code
- The State Use Tax Act
- The Occupational Safety and Health Act
- The Public Construction Bond Act
- The Consumer Product Safety Act

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to https://www.usac.org/e-rate/ for additional information about E-Rate rules.

AT&T Response:

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

All terms and conditions relating to compliance with laws shall be as set forth in the Proposed Contract Documents, in particular Section 10.12 *("Compliance with Laws")* of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

AT&T's Response is submitted under applicable laws and regulations current at the time of contract execution. AT&T shall comply with all laws applicable to AT&T. Changes in laws and regulations may require changes in pricing and performance.

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Without limitation, Vendors ***may*** be obligated to comply with additional regulations, such as:

- Local construction codes, in the case of cabling projects[4]
- 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.

AT&T Response:

Please see AT&T's Response directly above.

2.14 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,[5] 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 PART 2 - SPECIFIC INFORMATION. Where appropriate, such as for multi-year 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 high

[4] 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://cadir.secure.force.com/ContractorSearch

[5] 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.

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termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

AT&T Response:

Any renewal option would be exercisable only via mutual written agreement.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation will be considered incorporated by reference into the final contract, unless otherwise stated. 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.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this RFP response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

All terms and conditions relating to order of priority, termination and compliance with laws shall be as set forth in the Proposed Contract Documents, in particular Section 1.2 *("Priority of Documents"),* Section 8 *("Suspension and Termination"),* and Section 10.12 *("Compliance with Laws*"), respectively, of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

Unless otherwise stated, contract provisions 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 procurement regulations, and the E-Rate program rules

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AT&T Response:

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

Further, all terms and conditions relating to amendments and changes shall be as set forth in the Proposed Contract Documents, in particular Section 10.5 *("Amendments and Waivers")* of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

- 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 substantially lower than requested

AT&T Response:

Please see AT&T's Response in Section 2.8 above regarding contingent upon E-rate funding.

In the event AT&T is awarded the bid, AT&T proposes the following language be included in the definitive agreement to be entered between the parties:

By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding: (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, and an alternative payment schedule or a new agreement to accommodate Customer 's budget. Customer must provide AT&T thirty (30) days' prior written notice of its intent to terminate the

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Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

(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

AT&T Response:

Please see AT&T's Response in 2.8 above.

Pursuant to E-Rate and FCC Free Services Advisory rules, the District will be responsible for paying for any amounts for which the SLD does not provide funding, unless E-Rate funding is lost or withdrawn solely as a result of AT&T's violation of E-Rate rules.

(e) Optionally proceed with equivalent functionality products as needed (service substitution)

AT&T Response:

AT&T will provide equipment and related services which comply with manufacturer specifications and any mutually agreed standards. For clarification AT&T submits its proposal subject to the default, termination rights and remedies provided in the Proposed Contract Documents.

Unless otherwise specified, Applicant prefers contract term:

- Start on July 1 and end on June 30 of each funding year for recurring services
- Start on July 1 (or earlier to extent allowed by program rules) and end on September 30 following the funding year for Internal Connections
- Allow for voluntary extensions, renewable at discretion of Applicant
- Allow extension of contract expiration date and/or service delivery date as needed for Applicant convenience and allowable by program rules

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- Allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services as needed for Applicant convenience and allowable by program rules

AT&T Response:

Unless the parties otherwise agree, billing, and/or service will not begin for this contract until July 1, 2022 and will not extend past the requested term. AT&T will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules and per any mutually agreed installation schedule. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order or verification of funding approval by the USAC/SLD, whichever occurs first. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation provided but must be given a reasonable amount of time to install the requested services and will not be responsible for delays which result from matters outside its reasonable control. In the event that an E-Rate extension is required, AT&T will cooperate with the Customer in seeking appropriate deadline extensions with the Schools and Libraries Division of the Universal Service Administrative Company. Ultimate responsibility for obtaining such extensions, however, remains with the Customer per E-Rate rules. Please see the attached E-Rate Rider for more information.

AT&T can agree to an extension of the contract period to the end of the E-rate funding year, however it would not be able to agree on an abbreviation of the contract period, if the full contract term has not yet been met.

2.15 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.

AT&T Response:

AT&T will not agree to an FOB Destination provision, as the terms of the Proposed Contract Documents and associated pricing quoted herein assumes FOB Shipping. However, if FOB Destination is required, AT&T is willing to negotiate such terms with the

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understanding that the final prices (not reflected in this bid Response) may increase as a result.

AT&T reserves the right to pass along additional charges, surcharges, and fees imposed on AT&T by state or federal regulations or laws incurred by AT&T in providing the service.

Upon written request from the Customer, AT&T will provide a good faith estimate of the taxes, fees and surcharges for Customer that would apply as of today based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

2.16 Required 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 could justify disqualifying a proposal without further scoring:

- Per E-Rate program rules, Vendor hereby agrees to retain all documents relative to any Agreement resulting from this RFP for ten (10) years after the last date of service

AT&T Response:

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules, specifically, FCC 14-99A1 7th Report and Order Section G.1.262 that extends the document retention period from five to 10 years after the latter of the last day of the applicable funding year, or the service delivery deadline for the funding request.

AT&T reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

- Vendor must document that it has, or is in the process of obtaining, a valid SLD Service Provider Identification Number [SPIN]

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AT&T Response:

AT&T Corp SLD SPIN specific to AT&T Dedicated Internet in this RFP is 143001192.

- Vendor must have, or document that they are in the process of obtaining, a valid FCC Registration Number

AT&T Response:

The Federal Communications Commission Registration Number ("FCCRN") for AT&T Corp. is 0014066187.

- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program

AT&T Response:

To our knowledge, no current litigation, arbitration, dispute, audit or any other E-rate related proceeding would prevent AT&T Corp. from providing the products and services in compliance with our response to this RFP. AT&T is willing to review any specific questions or concerns regarding AT&T Corp.

AT&T will follow all Service Provider requirements for the USF Schools and Libraries Program as set forth on the USAC website and FCC rules.

Various AT&T entities have been put on "red light" status temporarily, usually over some minor paperwork issue, these instances are quickly resolved, and AT&T doesn't keep specific records of these instances. AT&T does not expect its green light status to change, unless on account of a temporary administrative issue. If AT&T's green light status changes on an ongoing basis, AT&T will make reasonable efforts to notify its affected Customers.

- Vendor must be able to provide evidence of Green Light Status

AT&T Response:

Proof of AT&T's green-light status is attached hereto.

- 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

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AT&T Response:

The District can review (insert AT&T Entity name and Filer ID number) 499 Filer Status via the below website.

http://apps.fcc.gov/cgb/form499/499a.cfm

- Vendor must have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD

AT&T Response:

(AT&T Corp. and 143001192) is an eligible Telecommunications Services provider as defined by USAC Schools & Libraries Eligible Services mechanism. Evidence of (AT&T Corp.)'s history and most recent Service Provider Annual Certification Form can be found at the following link: https://slweb.usac.org/Spin/Search

- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment
- 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

AT&T Response:

All terms and conditions relating to damages and penalties, liquidated or otherwise, shall be as set forth in the Proposed Contract Documents, in particular Section 6 *("Limitations of Liability and Disclaimers")* of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

- Additional qualifications may be specified in PART 2 – SPECIFIC INFORMATION

It is also highly recommended that Vendor 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 remains fully compliant with SLD/USAC/FCC requirements.

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AT&T Response:

The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception. AT&T has a policy that all Individuals who perform, or who directly supervise anyone who performs, activities related to the E-Rate program are required to complete annual E-Rate Compliance training. Further, individuals who are newly assigned to E-Rate activities are required to complete online E-Rate Compliance training prior to engaging in such activities. These individuals are required to follow all Federal E-Rate program rules and requirements when conducting business related to the E-Rate program on behalf of AT&T. Individuals engaged in sales activities must also understand and comply with obligations under state and local procurement laws. AT&T E-rate Training material is based on FCC/USAC E-rate program rules and information primarily from the SLD website @ http://www.universalservice.org/sl/. In addition, there are nine Regional E-rate Subject Matter Specialists who provide E-rate sales and compliance direction to sales representatives and customers. These E-rate specialists attend monthly USAC Service Provider calls and annual USAC training to stay on top of program updates and rules. They also provide ongoing E-rate training and support to sales and sales support staff. Further, there are other AT&T staff members in Compliance, Legal and Regulatory organizations who provide supplemental E-rate guidance as required.

2.17 Preferred Vendor Qualifications

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. 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 provides 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 provides 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 includes RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects
- Project staffing includes manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent

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functionality equipment provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings provide an RCDD to field supervise any installation work on this project.)

AT&T Response:

The AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception, and can provide a complete range of E-Rate-eligible and non-eligible services to assure your schools and libraries are connected; from local and long distance phone service to network design and integration, Web hosting, Internet access and eligible infrastructure components. We're proud to bring our telecommunications expertise and knowledge of the E-Rate program to your school or library, helping to provide all eligible K-12 schools and public libraries with affordable access to advanced telecommunications services.

AT&T is uniquely qualified to provide proficient technical service for the system proposed herein. Only manufacturer trained Technicians and Service Consultants perform installation, and maintenance on the system. Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

2.18 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.

AT&T Response:

The products, services and pricing provided herein are subject to the terms and conditions of the Proposed Contract Documents attached hereto and any applicable Addendum and Statement of Work which may be developed by AT&T and the Customer

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after contract award. If awarded the business, AT&T will work with the Customer toward negotiation of mutually agreed upon contract terms.

2.19 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.

AT&T Response:

AT&T will provide equipment and related services which comply with manufacturer specifications and any mutually agreed standards. For clarification AT&T submits its proposal subject to the default, termination rights and remedies provided in the Proposed Contract Documents.

2.20 Vendor Conference call

If a Vendor Conference Call will be held, details will be specified in accompanying documents, including whether mandatory or optional.

2.21 Vendor Walk Through

If a Vendor Walk Through will be held, details will be specified in accompanying documents, including whether mandatory or optional.

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2.22 Insurance

AT&T Clarification:

AT&T can agree to the insurance requirements as indicated by the modifications noted by AT&T."

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 not less than $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.

AT&T Response:

All terms and conditions relating to limitation of liability shall be as set forth in the Proposed Contract Documents, in particular Section 6 *("Limitations of Liability and Disclaimers")* of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

AT&T does not agree to pay attorneys' fees, costs or expenses incurred by the Customer in connection with the enforcement of any provision of the contract.

Vendor shall maintain, at all times during the term of the Agreement, Worker'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 $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.

Evidence of such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

2.23 Representations

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

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- 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

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions contained in the Proposed Contract Documents. AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP Response will be subject to change on account of any error or omission in the RFP information provided by Valor or upon further investigation(s) as to local conditions and the exact requirements of any future order. AT&T will not be responsible for knowledge of latent conditions absent express written disclosure by Valor prior to bidding.

AT&T's Response is submitted under applicable laws and regulations current at the time of contract execution**.** AT&T shall comply with all laws applicable to AT&T. Changes in laws and regulations may require changes in pricing and performance.

- Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor 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

AT&T Response:

The undersigned's is unaware of any conviction, admission, disqualification or debarment that would negatively affect our ability to provide the products and services.

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All terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular Section 8 *("Suspension and Termination")* of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

- Pricing meets Lowest Corresponding Price requirement of the E-Rate Program

AT&T Response:

The prices provided in this response are consistent with the AT&T E-Rate Pricing Policy which was developed by AT&T for compliance with E-Rate pricing regulations.

- No official, employee or agent of Applicant has been employed or retained to solicit or aid in the procuring of this Agreement, nor will they be employed or otherwise benefit from this Agreement without notification to Applicant

AT&T Response:

The undersigned can affirm to the best of the undersigned's knowledge and belief that this RFP Response was not prepared in collusion with any other person or company engaged in the same line of business or commerce.

AT&T is not aware of any material conflict of interest. AT&T is publicly owned, and AT&T and its affiliates have nearly 300,000 employees, and it is impossible for AT&T to determine whether any Customer employee may be related by blood or marriage to an AT&T employee or reside with an AT&T employee. However, the Customer should make such an inquiry of its own employees, directors, and officers prior to entering into an agreement with AT&T and take the necessary steps to ensure such individuals remain in compliance with these requirements.

- All of Vendor's 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

AT&T Response:

AT&T will comply with all legally required background check requirements and will work with Valor to address any additional background check policies consistent with applicable collective bargaining agreements, privacy concerns and AT&T policies.

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Any additional background checks, beyond those which are legally required, will be at the District's expense.

If awarded the business AT&T would be glad to review applicable Customer policies and comply to the extent consistent with the agreements signed by the parties, AT&T's obligations under its collective bargaining agreements and other third party requirements, and AT&T's policy requirements.

- Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor

AT&T Response:

Notwithstanding anything to the contrary, all terms and conditions relating to contract integration and reliance shall be as set forth in the Proposed Contract Documents.

2.24 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. Vendor will note "tax-exempt" on proposal to clearly indicate that taxes are not required.

AT&T Response:

All charges are exclusive of applicable federal, state or local taxes, and fees. Tax exemption certificates, valid in the place of delivery, must be presented to AT&T prior to or with an Order to receive exemption status. Unless the Customer provides a tax exemption, AT&T may invoice and the Customer agrees to pay to AT&T amounts equal to any taxes resulting from AT&T's services or any activities in connection therewith, including any and all sales and use taxes, duties, or levies imposed or permitted by any authority, government, or government agency, exclusive of taxes on AT&T net income. The Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.

Appendix: Example Detail of Taxes[6]

[6] This is an example; vendors should provide similar details for Applicant local and state areas.

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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.

AT&T Response:

AT&T's identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-Rate") funding is not dispositive. Any conclusions regarding the eligibility of services for E-Rate funding are based on several factors, many of which are not within AT&T's reasonable control. AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.sl.universalservice.org. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD, and AT&T does not represent or guarantee the eligibility of any service or product.

For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid documents, and use of terms and phrases, such as "all-inclusive" or "total cost", or language to similar effect, does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

AT&T reserves the right to pass along additional charges, surcharges, and fees imposed on AT&T by state or federal regulations or laws incurred by AT&T in providing the service.

Upon written request from the Customer, AT&T will provide a good faith estimate of the taxes, fees and surcharges for Customer that would apply as of today based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

The eligible California service taxes and fees include (see https://www.cpuc.ca.gov/industriesand-topics/internet-and-phone/telecommunications-surcharges-and-user-fees):

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- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- Federal Universal Service Fund
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

In addition, some cities levy:

- Communications Services Tax

Some vendors charge:

- Regulatory Cost Recovery Fees
- Other 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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E-rate Proposal for Magnolia Public Schools

AT&T Business

To:
Tom Wilkerson, Consultant
Magnolia Public Schools
250 East First Street
Los Angeles, CA 90012

From:
Herminia Simpson, AT&T Client Solutions Executive
Hunter 3
1452 Edinger Ave, 2nd Floor
Tustin, CA 92780
Office: 714.599.4681, Wireless: 714.599.4681
Email: herminia.simpson@att.com

Introduction

In response to Magnolia Public Schools's Form 470 bid #220020021, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-rate funding. The solution includes the following components:

- **AT&T Dedicated Internet**—an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.

Features and Benefits

The solution gives you the following:

- **Reliable Service**—starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.

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- **Class of Service (CoS)**—prioritizes data traffic over your network access link, and you can add this option to your ADI. We offer four classes of service and 25 service profiles that have predetermined bandwidth allocations. And, if any service isn't using its allocated bandwidth, other services can share it. By using this option, you can optimize your data traffic flows during congested periods.
- **ADI with Managed Router Option**—provides the customer premises equipment (CPE) for ADI, generally a router and a diagnostic modem. AT&T configures, monitors, manages, and maintains the equipment. You provide a dedicated standard telephone line for out-of-band testing of the diagnostic modem. This option provides convenient end-to-end managed internet access so you can focus on your core mission.
- **Service Level Agreements (SLAs)**—offer performance objectives for on-time provisioning, site availability, time to restore, latency, data delivery, and jitter. You may qualify for credits if stated objectives aren't met. Please see the business service guide for more details.

Advantages of AT&T

Working with AT&T gives you the following advantages:

- **E-rate Experience**—AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-rate program, go to www.corp.att.com/erate.
- **Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are focused on the education industry and are well versed in the issues and challenges that today's educators face.

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E-rate Proposal for Magnolia Public Schools

AT&T Business

- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
  - **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
  - **Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.

IT CAN WAIT

To learn more about the problem of distracted driving and how to help, visit www.itcanwait.com.

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E-rate Proposal for Magnolia Public Schools

AT&T Business

Solution Pricing

AT&T Dedicated Internet with Managed Router

Field Market Rate Pricing on a 24- and 36- month agreement for Locations listed below:

BEN	Site Name	Address	City	State	Zip Code
17003590	Magnolia Public Schools District	250 East 1st Street Suite 1500	Los Angeles	CA	90012
16056858	Magnolia Science Academy Carson (MSA-3)	1254 East Helmick Street	Carson	CA	90746
16056859	Magnolia Science Academy Venice (MSA-4)	11330 West Graham Place	Los Angeles	CA	90064
17016161	Magnolia Science Academy Bell (MSA-8)	6411 Orchard Avenue	Bell	CA	90201
16056862	Magnolia Science Academy San Diego (MSA-SD)	6525 Estrella Avenue	San Diego	CA	92120
234483	Magnolia Science Academy (MSA-1) *(MPOE is in building: 18220 Sherman Way)*	18238 Sherman Way	Reseda	CA	91335
16056860	Magnolia Science Academy Los Lobos (MSA-5) *(previously at 18230 Kittridge St., Reseda)*	18220 Sherman Way	Reseda	CA	91335
16056863	Magnolia Science Academy Santa Ana (MSA-SA)	2840 W. 1st Street	Santa Ana	CA	92703
16056857	Magnolia Science Academy Valley (MSA-2)	17125 Victory Blvd	Van Nuys	CA	91406
16028804	Magnolia Science Academy Elementary Northridge (MSA-7)	18355 Roscoe Blvd	Northridge	CA	91325
17003776	Magnolia Public Schools Central Office	250 East 1st Street Suite 1500	Los Angeles	CA	90012
16056861	Magnolia Science Academy Palms (MSA-6)	1512 Arlington Ave **	Los Angeles	CA	90019

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E-rate Proposal for Magnolia Public Schools

AT&T Business

AT&T Dedicated Internet with Managed Router
Field Market Rate based on 24- or 36- month agreement
with optional 2x 1yr extensions for

Port Speed	Port MRC	Access Speed	Access MRC	Total MRC	Total NRC
100 Mbps	$217.70	100 Mbps	$440.00	**$657.70**	$0.00
150 Mbps	$275.10	150 Mbps	$440.00	**$715.10**	$0.00
250 Mbps	$313.60	250 Mbps	$560.00	**$873.60**	$0.00
500 Mbps	$605.50	500 Mbps	$600.00	**$1,205.50**	$0.00
500 Mbps	$605.50	1 Gbps	$600.00	**$1,205.50**	$0.00
1 Gbps	$786.80	1 Gbps	$600.00	**$1,386.80**	$0.00
2 GBPS	$1,718.64	10 Gbps	$1,100.00	**$2,818.64**	$0.00
5 GBPS	$2,455.30	10 Gbps	$1,100.00	**$3,555.30**	$0.00
Note: MRC = monthly recurring charge and NRC = non-recurring charge					

*** Growth Options ***

based on Field Market Rates Pricing

Port Speed	Port MRC	Access Speed	Access MRC	Total MRC	Total NRC
100 Mbps	$217.70	100 Mbps	$440.00	**$657.70**	$0.00
150 Mbps	$275.10	150 Mbps	$440.00	**$715.10**	$0.00
250 Mbps	$313.60	250 Mbps	$560.00	**$873.60**	$0.00
500 Mbps	$605.50	500 Mbps	$600.00	**$1,205.50**	$0.00
500 Mbps	$605.50	1 Gbps	$600.00	**$1,205.50**	$0.00
1 Gbps	$786.80	1 Gbps	$600.00	**$1,386.80**	$0.00
2 GBPS	$1,718.64	10 Gbps	$1,100.00	**$2,818.64**	$0.00
5 GBPS	$2,455.30	10 Gbps	$1,100.00	**$3,555.30**	$0.00

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E-rate Proposal for Magnolia Public Schools

AT&T Business

AT&T Dedicated Internet with Managed Router

CALNET Pricing on a month-to-month agreement for Locations listed below:

BEN	Site Name	Address	City	State	Zip Code
17003590	Magnolia Public Schools District	250 East 1st Street Suite 1500	Los Angeles	CA	90012
16056858	Magnolia Science Academy Carson (MSA-3)	1254 East Helmick Street	Carson	CA	90746
16056859	Magnolia Science Academy Venice (MSA-4)	11330 West Graham Place	Los Angeles	CA	90064
17016161	Magnolia Science Academy Bell (MSA-8)	6411 Orchard Avenue	Bell	CA	90201
16056862	Magnolia Science Academy San Diego (MSA-SD)	6525 Estrella Avenue	San Diego	CA	92120
234483	Magnolia Science Academy (MSA-1) *(MPOE is in building: 18220 Sherman Way)*	18238 Sherman Way	Reseda	CA	91335
16056860	Magnolia Science Academy Los Lobos (MSA-5) *(previously at 18230 Kittridge St., Reseda)*	18220 Sherman Way	Reseda	CA	91335
16056863	Magnolia Science Academy Santa Ana (MSA-SA)	2840 W. 1st Street	Santa Ana	CA	92703
16056857	Magnolia Science Academy Valley (MSA-2)	17125 Victory Blvd	Van Nuys	CA	91406
16028804	Magnolia Science Academy Elementary Northridge (MSA-7)	18355 Roscoe Blvd	Northridge	CA	91325
17003776	Magnolia Public Schools Central Office	250 East 1st Street Suite 1500	Los Angeles	CA	90012
16056861	Magnolia Science Academy Palms (MSA-6)	1512 Arlington Ave **	Los Angeles	CA	90019

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E-rate Proposal for Magnolia Public Schools

AT&T Business

AT&T Dedicated Internet with Managed Router
CALNET Pricing month to month

Port Speed	Port MRC	Access Speed	Access MRC	Total MRC	Total NRC
100 Mbps	$223.14	100 Mbps	$611.41	**$834.55**	$0.00
150 Mbps	$281.98	150 Mbps	$643.19	**$925.17**	$0.00
250 Mbps	$321.44	250 Mbps	$720.06	**$1,041.50**	$0.00
500 Mbps	$620.64	500 Mbps	$910.20	**$1,530.84**	$0.00
500 Mbps	$620.64	1 Gbps	$1,102.39	**$1,723.03**	$0.00
1 Gbps	$806.47	1 Gbps	$1,102.39	**$1,908.86**	$0.00
2 GBPS	$1,321.20	10 Gbps	$1,332.50	**$2,653.70**	$0.00
5 GBPS	$2,642.52	10 Gbps	$1,332.50	**$3,975.02**	$0.00
Note: MRC = monthly recurring charge and NRC = non-recurring charge					

*** Growth Options ***

Based on CALNET Month-to-Month Pricing

Port Speed	Port MRC	Access Speed	Access MRC	Total MRC	Total NRC
100 Mbps	$223.14	100 Mbps	$611.41	**$834.55**	$0.00
150 Mbps	$281.98	150 Mbps	$643.19	**$925.17**	$0.00
250 Mbps	$321.44	250 Mbps	$720.06	**$1,041.50**	$0.00
500 Mbps	$620.64	500 Mbps	$910.20	**$1,530.84**	$0.00
500 Mbps	$620.64	1 Gbps	$1,102.39	**$1,723.03**	$0.00
1 Gbps	$806.47	1 Gbps	$1,102.39	**$1,908.86**	$0.00
2 GBPS	$1,321.20	10 Gbps	$1,332.50	**$2,653.70**	$0.00
5 GBPS	$2,642.52	10 Gbps	$1,332.50	**$3,975.02**	$0.00

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E-rate Proposal for Magnolia Public Schools

AT&T Business

- For fiber services 150+ Mbps, must indicate Interface type needed Single Mode Fiber (SMF) or Multi Mode Fiber (MMF)
- Service is proactively managed and monitored 24x7x365
- The customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router.
- Pricing includes installation of service to MPOE only (customer responsible for Inside Wiring)
- Service Includes 15 Primary & 15 Secondary DNS at no additional cost
- Pricing does not include taxes/surcharges
- ** All addresses have been vetted as No Additional Construction costs if any is needed, apart from 1512 Arlington Ave, Los Angeles CA 90019.
  Special Construction review has not competed as of 3/14/2022 for 1512 Arlington Ave, Los Angeles CA 90019. Any charges associated with site....will be communicated as soon as possible.

Product	Service Provider Identification Number (SPIN)
AT&T Dedicated Internet (ADI)	143001192

This response to your request is not a contract offer and does not take the place of a signed contract. If you select AT&T for this service, please let us know so we can provide you the appropriate contract documents. Neither party is obligated for the selected services unless and until mutually agreed contract documents are signed by both parties. The Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and assumes use of AT&T contract documents and an E-rate Rider as part of any final, negotiated contract between the parties, unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

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Optional Services

AT&T is presenting this additional product information to alert you to other important services that can be very useful to Magnolia Public Schools's educational goals and overall security concerns. These services are optional and are not contingent on the purchase of any E-rate eligible services from AT&T.

PLEASE NOTE: AT&T is not making any determinations, representations, or warranties regarding the E-rate eligibility of these additional products and services. The eligibility of these products and services for E-rate funding is solely determined by USAC and/or the FCC based on the applicants E-rate discount request. Among the products and services are

- **Wireline/wireless voice services and mobile data[1] plans** that can help your district employees stay connected. AT&T ranked best 5G network and best network overall in Global Wireless Solutions' (GWS) OneScore survey for 2021. Check the coverage in your area at www.att.com/maps/wireless-coverage.
- **FirstNet** wireless services are designed to improve public safety communications, coordination, and response times, leading to safer and more secure communities. This can be crucial during times of crisis. For more information, visit www.firstnet.com.
- **AT&T Cybersecurity** can help protect your network from constantly evolving threats. Our cybersecurity professionals have helped schools and districts with limited IT resources get the security features they need at a price that meets their budget. To learn more about our security services portfolio, visit cybersecurity.att.com or call 650.713.3333.

For further information on our solutions and pricing, contact your AT&T sales representative Herminia Simpson at Email: herminia.simpson@att.com.

Important Information

For ADI with Managed Router, the customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router.

AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in the Entrance Facility Construction section of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for

[1] Mobile Data plans may be eligible for E-rate program support only in instances when the School or Library seeking support demonstrates to the USAC that they are the most cost-effective option for providing internet access based on an Applicant's request for E-rate discounts. AT&T makes no determinations, representations, or warranties regarding such eligibility.

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providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

Proposal Validity Period—The information and pricing contained in this Proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service/equipment mix and locations outlined in this proposal and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Disclaimer—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for E-rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/e-rate. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters.

End User Equipment—E-rate recipients must cost allocate any non-ancillary ineligible components that are bundled with eligible products or services. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

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REQUEST FOR PROPOSALS

Proposal Signature Page

MAGNOLIA PUBLIC SCHOOLS

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220020021 (**Nickname: mps_y25_470_c1)

For the Vendor:

Herminia M Simpson

Signature

*****ALL INFORMATION IS PROVIDED TO THE EXTENT OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF*****

Herminia Simpson, Client Solutions Executive 3 — AT&T Corp.

Printed Name and Title — Vendor Name

03/14/2022 — 143001192

Date — SPIN — Pricing Form

Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION,** section B. 1 Internet Services/Category 1.

(for clarity, please provide name of section as well)

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For the Applicant: If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance.	
Herminia M Simpson	03/14/2022
Signature	Date
Name	Title
Herminia Simpson	Client Solutions Executive 3

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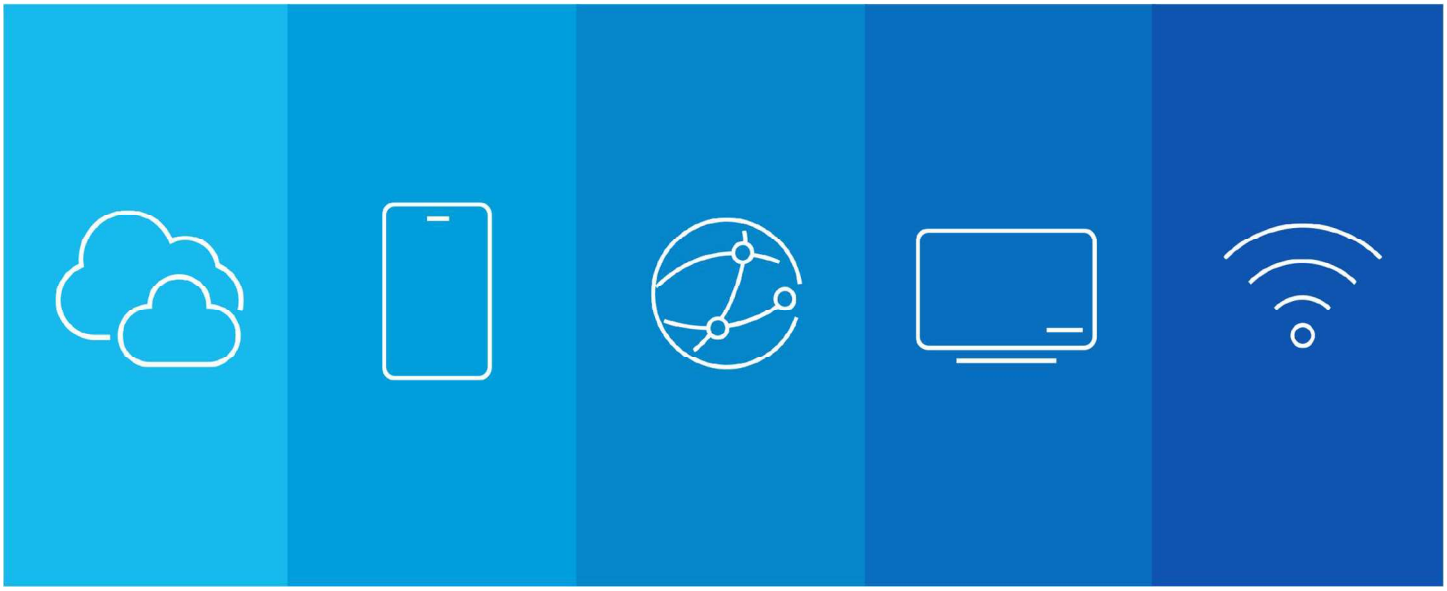
MAGNOLIA PUBLIC SCHOOLS

AT&T Response to Magnolia Public Schools' RFP for Dedicated Internet Services



AT&T Business

MAGNOLIA PUBLIC SCHOOLS

Connecting Your World

AT&T Response to Magnolia Public Schools' RFP for Dedicated Internet Services

March 14, 2022

Herminia Simpson
AT&T
Client Solutions Executive 3
1452 Edinger Ave, Shared
Tustin, CA 92780, United States
Phone: +1 714.599.4681
herminia.simpson@att.com

AT&T Business

This response to your request is not a contract offer and does not take the place of a signed contract. If you select AT&T for this service, please let us know so we can provide you the appropriate contract documents. Neither party is obligated for the selected services unless and until mutually agreed contract documents are signed by both parties. The Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and assumes use of AT&T contract documents and an E-rate Rider as part of any final, negotiated contract between the parties, unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

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Notwithstanding anything contained in this Request For Proposal ("RFP") to the contrary, AT&T Corp. on behalf of itself and its service-providing affiliates ("AT&T") hereby submits this RFP response (the "Response") subject to the provisions hereof and the terms and conditions contained in the attached Unified Agreement (the "Unified Agreement"), between AT&T and Magnolia Public Schools ("Customer"), along with E-rate Rider, applicable Pricing Schedule(s), and any transaction-specific documents to be entered into between the parties (collectively, the "Proposed Contract Documents") and not pursuant to the terms and conditions contained within or referenced to in this RFP document. Neither party is under any obligation to the other with respect to this RFP until the parties have agreed upon and executed mutually agreed to order documents (the "Contract").

The terms and conditions contained within this RFP document, do not contain the product- and service-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.

Any third-party software used with the Services will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software. Title to software remains with AT&T or its supplier. Magnolia Public Schools as the licensee will be bound to all such terms and conditions, and they shall take precedence over any agreement between the parties as relates to such software.

In the event that AT&T is chosen as Magnolia Public Schools' vendor of choice, AT&T is fully prepared to negotiate a contract in good faith with Magnolia Public Schools that includes certain of Customer's terms and conditions incorporated into the Proposed Contract Documents.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T, we are confident this will be a successful contracting process, leading to a successful project performance.

ARRA Disclaimer: To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and Customer will need to reach mutual agreement on AT&T's participation.

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application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters.

End User Equipment—E-rate recipients must cost allocate any non-ancillary ineligible components that are bundled with eligible products or services. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

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RFP Response

REQUEST FOR PROPOSALS

E-Rate Eligible Category 1 Products and Services

Funding Year 2022: 7/1/2022 – 6/30/2023

MAGNOLIA PUBLIC SCHOOLS

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	220020021 (Nickname: mps_y25_470_c1)

Submit *QUESTIONS* about this RFP or associated Form 470 by email to:
erate.mps@learningtech.org
Unless indicated elsewhere (e.g., by amendment to this RFP), the deadline for submission of **QUESTIONS is 12pm PST, 20 calendar days from the Certified Date** shown on the associated Form 470**.**

Submit PROPOSALS, including Signature Page and Pricing Form by email[1] to:
erate.mps@learningtech.org
Unless indicated elsewhere (e.g., by amendment to this RFP), the deadline for submission of PROPOSALS **is 12pm PST, 28 calendar days from the Certified Date** shown on the associated Form 470.

[1] In the unlikely event of technical difficulties, please contact the Technical Contact indicated on the Form 470.

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PART 2 – SPECIFIC INFORMATION

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.

PLEASE NOTE (per https://www.usac.org/e-rate/applicant-process/competitive-bidding/): **Requests for Proposal**

The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use "RFP" or "RFP document" generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470. **Thus, a formal response to each paragraph of this RFP is neither required nor desired.**

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 current situation and desired solutions)
- Proposal submission details:
  - Questions email and deadline o Submission mechanism and deadline o Vendor meeting dates and times (if applicable)
- Description of Products and Services Sought, with minimum requirements for:
  - Relevant technical specifications o Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

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If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions contained in the Proposed Contract Documents. All terms and conditions relating to order of priority shall be as set out in the Proposed Contract Documents.

All terms and conditions relating to order of priority shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 1.2 ("Priority of Documents") of the Unified Agreement and all subsections thereto.

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.**

AT&T Response:

AT&T has read and understands.

SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. Applicant Background

The following background information about the Applicant may be helpful in preparing a responsive bid.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava, CEO and Superintendent
Applicant Implementation Contact	Rasul Monoshev, IT Director
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

AT&T Response:

AT&T has read and understands.

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General Description

Magnolia Public Schools is a 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, 1 school in San Diego, and no annexes. MPS applies for E Rate as a "charter district."

AT&T Response:

AT&T has read and understands.

Network Topology

Each MPS site has its own Direct Internet Access [DIA] supplied by Charter:

- 5 Gbps for Central Office
- 10 Gbps for MSA-1 Reseda o MSA-5 Los Lobos (co-located with MSA1 until further notice, therefore does not require separate service for 2022-2023 school year)
- 5 Gbps for MSA-2 Valley
- 5 Gbps for MSA-3 Carson
- 5 Gbps for MSA-4 Venice
- 1 Gbps for MSA-6 Palms
- 5 Gbps for MSA-7 Elementary
- 10 Gbps for MSA-8 Bell
- 10 Gbps for MSA-SD
- 10 Gbps for MSA Santa Ana

AT&T Response:

AT&T has read and understands.

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Entities/Sites

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).

#	Site Name Address	BEN
	Magnolia Public Schools District 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590
1	Magnolia Science Academy Carson (MSA-3) 1254 East Helmick Street Carson, CA 90746	16056858
2	Magnolia Science Academy Venice (MSA-4) 11330 West Graham Place Los Angeles, CA 90064	16056859
3	Magnolia Science Academy Bell (MSA-8) 6411 Orchard Avenue Bell, CA 90201	17016161
4	Magnolia Science Academy San Diego (MSA-SD) 6525 Estrella Avenue San Diego, CA 92120	16056862
5	Magnolia Science Academy (MSA-1) 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building)	234483
6	Magnolia Science Academy Los Lobos (MSA-5) 18220 Sherman Way Reseda, CA 91335 (previously at 18230 Kittridge St., Reseda)	16056860
7	Magnolia Science Academy Santa Ana (MSA-SA) 2840 W. 1st Street Santa Ana, CA 92703	16056863
8	Magnolia Science Academy Valley (MSA-2) 17125 Victory Blvd. Van Nuys, CA 91406	16056857
9	Magnolia Science Academy Elementary Northridge (MSA-7) 18355 Roscoe Blvd. Northridge, CA 91325	16028804

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#	Site Name Address	BEN
10	Magnolia Public Schools Central Office 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776
11	Magnolia Science Academy Palms (MSA-6) 1512 Arlington Ave Los Angeles, CA 90019	16056861

AT&T Response:

AT&T has read and understands.

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

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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/erate/applicant-process/before-you-begin/eligible-services-overview/

B.1 Category 1, Direct Internet Access

Direct Internet Access			
Project Overview: DIA for several sites: 1 Gbps for Palms 5 Gbps for Valley, Northridge, MPS Central Office o 10 Gbps for Reseda, Santa Ana			
Recipient of Service Service Address FY2022 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy Palms MSA 6 1512 Arlington Ave Los Angeles, CA 90019 1 Gbps Month-to-Month Service (transition period if needed)	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable
Magnolia Science Academy Valley 17125 Victory Blvd. Van Nuys, CA 91406 Magnolia Science Academy Elementary 7 (Northridge) 18355 Roscoe Blvd. Northridge, CA 91325	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable

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Direct Internet Access			
5 Gbps for each school Month-to-Month Service (transition period if needed)			
Magnolia Science Academy Santa Ana 2840 W. 1st Street Santa Ana, CA 92703 10 Gbps Month-to-Month Service (transition period if needed)	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable
Direct Internet Access			
Project Overview: DIA for several sites: 1 Gbps for Palms 5 Gbps for Valley, Northridge, MPS Central Office o 10 Gbps for Reseda, Santa Ana			
Recipient of Service Service Address FY2022 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy Palms MSA 6 1512 Arlington Ave Los Angeles, CA 90019 Minimum 1 Gbps Preferred 1 Gbps Scalable Up to 5 Gbps Preferred Contract Term (36 months)	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable
Magnolia Science Academy Valley 17125 Victory Blvd. Van Nuys, CA 91406 Magnolia Science Academy Elementary7 (Northridge) 18355 Roscoe Blvd. Northridge, CA 91325 Magnolia Public Schools Central Office	Preferred: Multimode fiber (optical) 50 micron	Preferred: Applicant-owned (purchased) router or equivalent, may be eligible for C2	Preferred: 5 usable

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Direct Internet Access			
250 East 1st Street, Suite 1500 Los Angeles, CA 90012 *Starting 1/1/2023* Minimum 5 Gbps for each school Preferred 5 Gbps for each school Scalable Up to 10 Gbps for each school Preferred Contract Term (36 months)			
Direct Internet Access			
Project Overview: DIA for several sites: 1 Gbps for Palms 5 Gbps for Valley, Northridge, MPS Central Office o 10 Gbps for Reseda, Santa Ana			
Recipient of Service Service Address FY2022 Bandwidth	Handoff	CPE	Static Public IP Addresses
Magnolia Science Academy 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building) *Starting 3/11/2023* Magnolia Science Academy Santa Ana 2840 W. 1st Street Santa Ana, CA 92703 Minimum 10 Gbps for each school Preferred 10 Gbps Preferred Contract Term (36 months)	<u>Preferred:</u> Multimode fiber (optical) 50 micron	<u>Preferred:</u> Applicant-owned (purchased) router or equivalent, may be eligible for C2	<u>Preferred:</u> 5 usable

AT&T Response:

AT&T has read and understands.

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Other Specifications:

- Bid should include handoff to be provided
- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function

AT&T Response:

For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid documents, and use of terms and phrases, such as “all-inclusive” or language to similar effect, does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

AT&T’s identification of certain services as “eligible” or "non-eligible" for E-Rate funding is not dispositive. Any conclusions regarding the eligibility of services for E-Rate funding are based on several factors, many of which are not within AT&T’s reasonable control. AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the SLD section of the USAC website www.sl.universalservice.org. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD, and AT&T does not represent or guarantee the eligibility of any service or product.

- Strongly prefer that if vendor supplies any Customer Premise Equipment [CPE], it meets the E-Rate program requirements for On-Premise Category One Equipment

AT&T Response:

AT&T’s identification of certain services as “eligible” or "non-eligible" for Universal Service (“E-Rate”) funding is not dispositive. Any conclusions regarding the eligibility of services for E-Rate funding are based on several factors, many of which are not within AT&T’s reasonable control. AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”) website www.sl.universalservice.org. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD, and AT&T does not represent or guarantee the eligibility of any service or product.

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- Prefer major provider (ideally “tier 1” or “tier 2” or substantial peering arrangements)

AT&T Response:

For AT&T Dedicated Internet (ADI), AT&T is a Tier 1 internet service provider (ISP) in the U.S.

This is based on the common definition of a Tier 1 network as one that can reach every other network on the internet without purchasing IP transit or paying settlements. However, no authority defines tiers of networks participating in the internet. Also, this definition of Tier 1 isn’t applicable outside the U.S. because it’s inconsistent from region to region or from country to country.

In addition to being a Tier 1 ISP, we provide a high-performance 1Tbps network. It features an internet protocol (IP) backbone that uses Dense Wavelength Division Multiplexing (DWDM) facilities in a ring configuration. This architecture provides full redundancy and delivers reliability, quality, and speed.

- Symmetrical bandwidth preferred

AT&T Response:

AT&T Dedicated Internet is an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.

- Network availability >= 99.99% preferred

AT&T Response:

Our performance objective for AT&T Dedicated Internet (ADI) site availability is 100%.

We stand behind this objective with a service level agreement (SLA) that offers eligibility for credits in case of an outage. More details are available in the ADI Business Service Guide at http://serviceguidenew.att.com/sg_flashPlayerPage/MIS.

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: http://serviceguidenew.att.com/

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Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

- No early termination fees preferred

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular Section 8 *("Suspension and Termination")* of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

- Burstable Bandwidth = No
- 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

AT&T Response:

AT&T will be providing the products and services proposed hereunder pursuant to the terms and conditions set forth in this Response and those contained in the Proposed Contract Documents. AT&T has configured the system with capacity based on the RFP requirements. While we think our recommended configuration will meet the Customer's needs for reasonable growth, we cannot guarantee it will meet unspecified future growth needs or guarantee compliance with unknown future operational requirements. AT&T's proposal for a given project is a direct reflection of the scope of work as presented there, as of the date of submission. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its proposal. Equipment or services which are not shown or described in a proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule. If selected by Customer, AT&T will work cooperatively with the Customer to finalize and/or clarify any required contractual provisions, including a mutually agreeable "growth" clause.

- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- 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 so in spreadsheet in separate

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rows or by adding additional tabs or by submitting separate Pricing Forms per site

- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**

AT&T Response:

The products, services and pricing provided herein are subject to the terms and conditions of the Proposed Contract Documents attached hereto and any applicable Addendum and Statement of Work which may be developed by AT&T and the Customer after contract award. If awarded the business, AT&T will work with the Customer toward negotiation of mutually agreed upon contract terms.

AT&T will hold the prices quoted for a period of 90 days and will endeavor to extend this period to the length of time as requested by this document.

During the contract term, prices and discounts specifically set forth in the Pricing Schedule shall be stabilized for the Pricing Schedule Term, unless the Pricing Schedule states otherwise. Prices and discounts set forth in AT&T's Service Publications and not in the Pricing Schedule are not stabilized. Notwithstanding the foregoing, prices under the agreement do not include taxes, surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges), and such taxes and similar charges are not stabilized.

- Implementation: To coincide with E-Rate funding year dates, maximize potential E-Rate discounts, and coordinate with expiring contracts, Applicant strongly prefers that activation be on, or within a few days of following, with preference of up to 30 days prior to allow for testing.[2]

  07/01/22 start date for Palms, Valley, Northridge, Santa Ana

  01/01/23 start date for Central Office

  03/11/23 start date for MSA-1 in Reseda

[2] Applicant understands that overlapping service is "redundant" and not eligible for E-Rate discounts.

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Please include commitment date for activation in your proposal. Sooner implementation would be acceptable if Early Termination Fees do not apply to existing service

AT&T Response:

AT&T will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules and per any mutually agreed installation schedule but will not be responsible for delays which result from matters outside its reasonable control. In such event, AT&T will cooperate with the Customer in seeking appropriate deadline extensions with the Schools and Libraries Division of the Universal Service Administrative Company. Ultimate responsibility for obtaining such extensions, however, remains with the Customer per E-Rate rules.

- Contract preference: To coincide with E-Rate funding year closure, 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 otherwise, the preferred contract term is:
  - Initial term of *approximately* three (3) years, ending on 6/30 of the year that begins the 3rd year of service
  - Two (2) 1-year optional renewals after initial term

AT&T Response:

AT&T is offering a 3-year term. Any renewal or extension options would be exercisable only via mutual written consent.

AT&T's Response:

AT&T is offering a 3-year term with 2x optional one-year extensions exercisable solely by Customer. Any additional extensions and/or renewal options would be exercisable only via mutual written consent.

AT&T can agree to an extension of the contract period to the end of the E-rate funding year, however it would not be able to agree on an abbreviation of the contract period, if the full contract term has not yet been met.

- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**

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AT&T Response:

AT&T can accommodate both SPI and BEAR billing methods to provide E-Rate discounts and agrees to adhere to the E-Rate rules applicable to each method. For SPI billing, AT&T will provide discounts as follows:

When customers designate their choice of SPI billing for services provided by most AT&T affiliates, the AT&T invoice will reflect the full amount charged for the services as well as the application of the discount and the amount of the customer's non-discounted portion. In order to receive discounts, however, customers will be required to provide detailed information to AT&T regarding which products, services, circuits or billed telephone numbers are attributable to each of its USAC Funding Request Numbers and file the SLD required Form 486. AT&T will provide customer with the appropriate forms for delivering this information upon AT&T's receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division of USAC (SLD). Upon receipt of the required information, discounts will appear on the customer bill within 2-3 bill cycles. Customer will be responsible to pay all amounts not paid for through the E-Rate program.

When a customer requests the Service Provider Invoice (SPI) method of billing for services provided by some AT&T affiliates, (such as AT&T Corp, Alascom and TCG), AT&T utilizes the AT&T Reimbursement Form (ARF) process to obtain its E-Rate discounts. Under this process, customer registers via an online customer account profile web page located at: https://www.erate.att.com/arf/index.cfm. Once the accounts are submitted by the customer online and calculated by AT&T, AT&T utilizes various methods for applying the E-rate discounts for the customer when the SPI discount method is selected. Under any of these methods, AT&T will seek reimbursement from the SLD. For more information regarding ARF, see https://www.erate.att.com/arf/index.cfm. Customer must file the SLD required Form 486 in order to receive any discounts under the E-Rate program.

If the customer elects BEAR invoicing method it will be handled in accordance with E-Rate rules. Beginning with the 2016 Program Year, the BEAR process changed substantially. No longer will the BEAR be routed through the service provider for payment. BEARs will be submitted directly by the applicant to USAC and payments will be made directly to the applicant via an EFT transaction. More information on the change in this process can be found at : https://www.usac.org/e-rate/service-providers/step-5-invoicing/

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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.**[3]

☐ A Vendor Walk Through will be held at **date** and **time** and **location** to be announced via RFP Amendment. **Applicant's COVID safety measures must be followed.**

AT&T Response:

All terms and conditions relating to compliance with laws shall be as set forth in the Proposed Contract Documents, in particular Section 10.12 *("Compliance with Laws"*) of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

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.**[4]

[3] In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

[4] In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

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Sign-in and a printed 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, nonattendance 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.

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 for new services
- 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
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form

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- "Budgetary" pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that the Applicant receives less than two (2) responsive bids, the Applicant, at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further ensure fair and open competitive bidding.

All qualified proposals will be evaluated using the following factors and weights.

AT&T Response:

To the extent the evaluation criteria is consistent with the E-Rate rules, AT&T agrees. AT&T understands and reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

Criterion	Weight
Cost of eligible products and services[5] during *initial* contract term	25%
Functionality/completeness/specifications of proposed solution[6]	24%
Low cost of *in*eligible products and services[5] during *initial* contract term	15%
Projected implementation timeline based on prior performance[6]	15%
Vendor qualifications[7]	6%
Contract terms and conditions[8]	5%
Extent to which a single-provider, turnkey solution is provided[9]	5%

[5] Such as Early Termination Fees.

[6] Vendor proven ability to install efficiently (on 1st attempt) and timely (7/1 of funding year, unless otherwise specified elsewhere in this RFP).

[7] Factors to be considered include: industry experience, references, credentials, certifications, and E-Rate compliance/experience/track record.

[8] 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 will generally be scored higher. Option for renewal terms is a plus. 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.

[9] *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract/single vendor mostly/completely addresses all of the requirements.

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Criterion	Weight
Quality of proposal document(s)[10]	5%
Total	100.00%

AT&T Response:

AT&T will endeavor to meet all mutually agreed implementation and completion dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of the Customer and/or any contractor or subcontractor employed by the Customer, manufacturer (to include equipment which may be on "back order") or network delays, or for problems resulting from construction delays or other causes beyond the reasonable control of AT&T. Any completion dates and penalty provisions must be mutually agreed as part of the final contract document negotiations.

E. OTHER SPECIFICS

No additional specifications are available.

AT&T Response:

For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid documents, and use of terms and phrases, such as "turnkey" does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

5 This criterion is required and must be the most heavily weighted, per E-Rate program rules.

6 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, handoff) and services. Solutions that emphasize student data security are strongly preferred.

[10] The extent to which the proposal documents are clear, complete, consistent, accurate, and adhere to RFP requirements. Also, vendor responsiveness during bid evaluation.

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AT&T Response:

AT&T will use due care, but AT&T does not assume responsibility for interactions with pre-existing systems.

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: http://serviceguidenew.att.com/

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

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REQUEST FOR PROPOSALS

Proposal Signature Page

MAGNOLIA PUBLIC SCHOOLS

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220020021 (**Nickname: mps_y25_470_c1)

For the Vendor:

Herminia M Simpson

Signature

*****ALL INFORMATION IS PROVIDED TO THE EXTENT OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF*****

Herminia Simpson, Client Solutions Executive 3 — AT&T Corp.

Printed Name and Title — Vendor Name

03/14/2022 — 143001192

Date — SPIN — Pricing Form

Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION,** section B. 1 Internet Services/Category 1.

(for clarity, please provide name of section as well)

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For the Applicant: If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance.	
Herminia M Simpson	03/14/2022
Signature	Date
Name	Title
Herminia Simpson	Client Solutions Executive 3

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Amendment

Magnolia Public Schools
FY2022 E-Rate Request for Proposals

AMENDMENT DATED 02/16/2022
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2022: 7/1/2022 – 6/30/2023

MAGNOLIA PUBLIC SCHOOLS

Applicant:	**Magnolia Public Schools**
Billed Entity Number:	**17003590**
Establishing Form 470:	**220020021** (Nickname: mps_y25_470_c1)

Submit questions about this RFP, its Amendments, or associated Form 470, by email[1] to:

erate.mps@learningtech.org

Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Deadlines

This amendment clarifies that based on the certification date of **02/14/2022** for Form 470 **#220020021**, and unless updated further:

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[1] In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

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- The deadline for submission of QUESTIONS about this RFP is 12 pm (Pacific) on **03/06/2022**
- The deadline for submission of PROPOSALS in response to this RFP is 12 pm (Pacific) on **03/14/2022**

Required Pricing Form

Proposal disqualification factors include failure to submit the required Pricing Form for new services.

Answers to Questions

A separate RFP Amendment will be issued with answers to questions submitted by the deadline. The "Answers to Questions" RFP Amendment will be posted within 5 days of the deadline for submission of questions.

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RECEIVED BIDS

CATEGORY 2

Magnolia Public Schools
FY2022 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Proposal Signature Page

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220007873 (**Nickname: mps_y25_470_c2)

For the Vendor:

Signature

Ken Hagopian CEO Digital Synergy Consulting, Inc.

Printed Name and Title Vendor Name

3/11/2022 143036385

Date SPIN Pricing Form Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION,** section B.1,2 Category 2, Internal Connections - Cabling.

(for clarity, please provide name of section as well)

Category 2, Internal Connections - Network Components (excluding firewalls)

For the Applicant:
If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance.

Authorized Signature	mm/dd/yy
Signature	Date
Name	Title
Printed Name	Title

© 2007-2022 Learningtech.org [The Miller Institute for Learning with Technology]

From: **Eileen Miller** emiller@learningtech.org
Subject: Re: !URGENT - MAGNOLIA PUBLIC SCHOOLS - 470# 220007873
Date: March 10, 2022 at 7:17 PM
To: Ken Hagopian Ken@dsc.la
Cc: Tom Wilkerson twilkers@learningtech.org, erate.mps erate.mps@learningtech.org

EM

That will help.
Thanks so much.

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
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Please take a moment to write a short review of our work at Great Nonprofits!
FY2022 Window: 1/12/22 - 3/22/22

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> Fax : 818.647.9901
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GREATNONPROFITS

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DIGITAL SYNERGY

9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer	Magnolia Public Schools
Date	3/14/2022
Quote #	M2047DG

BMIC

Included Services:Remote Service Only

1st Year

Software updates for entitled devices (other than Call Manager, Video Surveillance, or Windows servers,
GigaKOM Remote Access Devices is included,
24x7 monitoring, alerting, and network statistics (when available) for all devices,
Scheduled backups of running configurations (non-servers only).
This is a recurring services contract, valid for one year from the start date of execution. If this is an ERATE contract, the START date is JULY 1 and the end date is JUNE 30 of the following year.

This support contract covers the following service and item counts:

Device Count	Description
9	Listed number of network switches
32	Listed number of Wireless Access points and Controllers

GigaKOM will replace any parts on listed items that are identified, by the manufacturer, as field replaceable. The cost of such parts may be within your current hardware warranty. Parts costs are NOT included in this support agreement.

THIS QUOTE IS NOT A REPLACEMENT FOR A MANUFACTURER SUPPORT AGREEMENT

This quote is an ESTIMATE ONLY. Accurate hardware counts may change after the remote assessment is complete. It should be noted that this agreement is for support only. Items found to be non-functional or substantially out of operational compliance will be excluded from all support until they are first brought INTO compliance. Such work is outside the scope of this quote.
This support agreement does not include application software support, operating system support other than Windows (if listed), or telecommunications carrier integration unless listed. Such items MAY be added to the contract after the initial assessment. The client is encouraged to maintain ALL software, hardware, and cloud services support/license agreements. GigaKOM's support is NOT a replacement for such services.

Total First Year	$	3,566.40
2nd Year — See above for Description of Service		
Total Second Year	$	2,066.40
3rd Year — See above for Description of Service		
Total Third Year	$	2,066.40
Grand Total ALL Years	$	7,699.20

THANK YOU
For any questions or inuiries regarding this quote, please contact
Abdiel Montes, 213-289-3061, abdielmontes@gigakom.com

9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer	Magnolia Public Schools
Date	3/14/2022
Quote #	M2047DG

MSA-SA

Description of services: The following tasks are to be performed.

Scope of Work

#01 This quote is for 5 (five) 12 strand, OM3, Multi Mode indoor/outdoor rated fiber optic cables for MSA-SA school. Existing cable will be pulled out and new fiber cable will be ran via existing pathway/conduit. (10) multi mode patch cables are provided, 6 rack mounted LIU FIber panels ,LC connectors and LC duplex adapters. This estimate is based on clinets request and without maps or site walks. This facility will needto be inspected prior to start of work and this estimate re-evaluated if needed.

#02 "All prices quoted are valid for 7 business days and may be subject to revision due to manufacturer pricing changes that are out of our control. Due to current market conditions, we are experiencing higher than normal fluctuations in pricing and extended lead times. GigaKOM continues to work with our manufacturer/distribution partners to ensure we are delivering the best products, services and pricing to our customers."

#03 GIGAKOM STANDARD TERMS AND CONDITIONS APPLY

#04 Unless listed explicitly included in the associated GigaKOM quote, the following items are hereby excluded in the proposed work: trenching, direct-burial, new conduit, aerial cabling of any kind, core-drilling, installation of access points over 15' high, installation or modification of AC voltage cabling demolition and removal of existing cable, demolition, modification, or removal of existing cabinets, removal of existing electronics, testing and/or certification of existing cable systems, pre-installation RF heat maps, lift rentals, replacement of existing patch cables, and deployment of any end-user devices.

#05 This cabling DOES NOT include IDF cabinet/Rack

#06 GigaKOM, as a standard business practice, recommends a project contingency amount of $1,998.13 this amount is NOT included in the price on this quote.

#07 Pricing is based on regular-hours access (7:00am to 4:00pm weekdays) unless listed. Any shift changes (weekend/holiday) requirements will be subject to an uplift charge.

#08 Due to the uncertainties, GigaKOM may or may not use subcontractor for this work. If used, district will be notified of the subcontractor name before execution and all subcontractors will be DIR registered

Grand Total	$ 13,320.84

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QUOTE

Customer Magnolia Public Schools

Date 3/14/2022
Quote # M2047DG

MSA-1

Description of services: The following tasks are to be performed.

SCOPE OF WORK MSA-1:

#01 This quote is for (22) CAT6 indoor rated cabling drops up to 300 feet for the purpose of connecting outdoor WAPs. (22) Jacks, Patch Cables and (2) Patch Panel are included. This estimate is based on clinets request and without maps or site walks. This facility will needto be inspected prior to start of work and this estimate re-evaluated if needed.

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#05 This cabling DOES NOT include IDF cabinet/Rack

#06 GigaKOM, as a standard business practice, recommends a project contingency amount of $1,257.78 this amount is NOT included in the price on this quote.

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Grand Total	$ 8,385.18

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QUOTE

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Date	3/14/2022
Quote #	M2047DG

MSA-2

Description of services: The following tasks are to be performed.

SCOPE OF WORK MSA-2:

#01 This quote is for (2) CAT6 indoor rated cabling drops up to 400 feet for the purpose of connecting outdoor WAPs. (2) Jacks, Patch Cables and (1) Patch Panel are included. This estimate is based on clinets request and without maps or site walks. This facility will needto be inspected prior to start of work and this estimate re-evaluated if needed.

#02 "All prices quoted are valid for 7 business days and may be subject to revision due to manufacturer pricing changes that are out of our control. Due to current market conditions, we are experiencing higher than normal fluctuations in pricing and extended lead times. GigaKOM continues to work with our manufacturer/distribution partners to ensure we are delivering the best products, services and pricing to our customers."

#03 GIGAKOM STANDARD TERMS AND CONDITIONS APPLY

#04 Unless listed explicitly included in the associated GigaKOM quote, the following items are hereby excluded in the proposed work: trenching, direct-burial, new conduit, aerial cabling of any kind, core-drilling, installation of access points over 15' high, installation or modification of AC voltage cabling demolition and removal of existing cable, demolition, modification, or removal of existing cabinets, removal of existing electronics, testing and/or certification of existing cable systems, pre-installation RF heat maps, lift rentals, replacement of existing patch cables, and deployment of any end-user devices.

#05 This cabling DOES NOT include IDF cabinet/Rack

#06 GigaKOM, as a standard business practice, recommends a project contingency amount of $122.67 this amount is NOT included in the price on this quote.

#07 Pricing is based on regular-hours access (7:00am to 4:00pm weekdays) unless listed. Any shift changes (weekend/holiday) requirements will be subject to an uplift charge.

#08 Due to the uncertainties, GigaKOM may or may not use subcontractor for this work. If used, district will be notified of the subcontractor name before execution and all subcontractors will be DIR registered

Grand Total	$ 817.81

THANK YOU
For any questions or inuiries regarding this quote, please contact
Abdiel Montes, 213-289-3061, abdielmontes@gigakom.com

9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer Magnolia Public Schools

Date 3/14/2022

Quote # E2022 - M2047DG - Network equipment-Cabling-BMIC

School Site	Product SKU #	Mftr	Product Description	Qty	Price	Extended	Tax Amount	Total
Magnolia Public Schools	J9150A-ENC	ENET	10GBASE-SR SFP+ 850nm 300m DOM Multi Mode Duplex LC	32	$ 45.90	$ 1,468.80	$ 139.54	$ 1,608.34
Magnolia Public Schools	JL675A	Aruba	Aruba 6100 48G Class4 PoE 4SFP+ 370W Switch	9	$ 2,632.09	$ 23,688.81	$ 2,250.44	$ 25,939.25
Magnolia Public Schools	JZ337A	Aruba	Aruba AP-535 (US) Dual Radio 4x4:4 802.11ax Internal Antennas Unified Campus AP	30	$ 915.63	$ 27,468.90	$ 2,609.55	$ 30,078.45
Magnolia Public Schools	Q9G70A	Aruba	AP-MNT-MP10-C Campus AP mount bracket kit (10-pack) type C: suspended ceiling rail, profile 9/16	3	$ 108.50	$ 325.50	$ 30.92	$ 356.42
Magnolia Public Schools	JZ183A	Aruba	Aruba AP-377 (US) 802.11n/ac Dual 2x2:2/4x4:4 Radio Integrated Directional Antenna Outdoor AP	2	$ 1,219.96	$ 2,439.92	$ 231.79	$ 2,671.71
Magnolia Public Schools	JW054A	Aruba	AP-270-MNT-H1 AP-270 Series Outdoor AP Hanging or Tilt Install Mount Kit	2	$ 71.81	$ 143.62	$ 13.64	$ 157.26
Magnolia Public Schools	Q9Y70AAE	Aruba	Aruba Central 25xx/6100/8 to 12 port Switch Foundation 5 year Subscription E-STU	9	$ 452.06	$ 4,068.54	$ -	$ 4,068.54
Magnolia Public Schools	Q9Y60AAE	Aruba	Aruba Central AP Foundation 5 year Subscription E-STU	32	$ 268.58	$ 8,594.56	$ -	$ 8,594.56
Magnolia Public Schools	Installation & Configuration	GigaKOM	This quote includes installation and initial configuration of the following: (9) 48 Port Switch(es) (30) Interior Access Point(s) installed up to 12' in height (2) Exterior Access Point(s) installed up to 12' in height	1	$ 2,816.60	$ 2,816.60	$ -	$ 2,816.60
Magnolia Public Schools	Cabling	GigaKOM	Please see "MSA-SA Pricing Sheet" for Description of Services	1	$ 13,320.84	$ 13,320.84	$ -	$ 13,320.84
Magnolia Public Schools	Cabling	GigaKOM	Please see "MSA-1 Pricing Sheet" for Description of Services	1	$ 8,385.18	$ 8,385.18	$ -	$ 8,385.18
Magnolia Public Schools	Cabling	GigaKOM	Please see "MSA-2 Pricing Sheet" for Description of Services	1	$ 817.81	$ 817.81	$ -	$ 817.81
Grand Total						**$93,539.08**	**$5,275.88**	**$98,814.96**

THANK YOU

For any questions or inuiries regarding this quote, please contact
Abdiel Montes, 213-289-3061, abdielmontes@gigakom.com

Powered by BoardOnTrack

Magnolia Public Schools - Regular Board Meeting - Agenda - Thursday March 24, 2022 at 6:00 PM

GIGAKOM PROPOSAL
for

Magnolia Public Schools
470 # 220007873

E-Rate 2022 – 7/1/2022 to 6/30/2023

SPIN # 143027209
FCC # 0011991395
Certified Small Business Micro # 40936
DIR Registration # 1000003984
Contractor License # 910431
CPUC # U-1202-C
FEIN: 50-0026417

Date: 03/14/2022

GigaKOM respectfully requests that the information in this proposal not be used or disclosed, in full or part, for any purpose other than that for which it was originally furnished without prior written permission of GigaKOM.

HQ: 9245 Activity Road, Suite 105 | San Diego, CA 92126 | Phone: 858-769-5408 | Fax: 858-565-2453

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1. Cover Letter

September 24, 2021

Tom Wilkerson
Magnolia Public Schools
751 Laurel St #411
San Carlos, CA 94070

Dear Tom Wilkerson,

GigaKOM thanks you for the opportunity to present our Category 2 E-rate proposal.
We have carefully constructed a complete technical solution that will serve your District for many years to come.

GigaKOM is a full-service *Information Technology Solutions Provider*, as we specialize in full cycle IT Solutions. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services. Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM is your strategic partner and trusted advisor. We will engage with you to create and execute your strategic goals.

GigaKOM's engineers hold the highest level of certifications and training with multiple manufacturers including Cisco, HPE, Aruba, Ruckus, Extreme, Microsoft, and VMWare among many others.

GigaKOM is a California Corporation providing IT services and support since 2003. Additionally, GigaKOM is a certified Small Business with the State of California, Department of General Services. We have completed projects from a single-server upgrade to the design and installation of complete data centers.

Thank you for your consideration and the opportunity to partner with you on this E-rate Category 2 Project.

Abdiel Montes

P 213-289-3061
F 858-565-2453
abbdielmontes@gigakom.com

GigaKOM
9245 Activity Road
Suite 105
San Diego, CA 92126
www.gigakom.com

2 GigaKOM Contacts

The GigaKOM contacts for this proposal are:

Contacts:

Abdiel Montes
Account Manager
Phone: (213) 289-3061
Fax: (858) 565-2453
abdielmontes@gigakom.com

Greg Argendeli
VP Engineering Services
Phone: (858) 769-5403
Fax: (858) 565-2443
arg@gigakom.com

Personal Assigned to this project as leads:

- Dragan Ilic: Sr. Network Engineer, CCIE, HPE Aruba Certified, Extreme certified
- Sasha Krstic, Field Services Manager, Aruba, Extreme certified

Office Locations

- HQ/San Diego
  9245 Activity Road, Suite 105
  San Diego, CA 92126
- Los Angeles
  9107 Wilshire Blvd. Suite 450
  Beverly Hills, CA 90210
- Northern California
  3511 Thomas Road, Suite 9
  Santa Clara, CA 95054
- Bay Area
  1600 Harbor Bay Parkway, Ste 100
  Alameda, CA 94502
- Central California
  4450 California Ave, Suite 192
  Bakersfield, CA 93309
- Fresno
  1713 Tulare St
  Fresno, CA 93721

3 Introduction – Description of Firm

This proposal is for GigaKOM to assist School with Category 2 Internal Connections for E-Rate Eligible Network and Telecommunications Systems.

GigaKOM is a full service *Information Technology Solutions Provider* incorporated in 2003. We specialize in Technology for Education. Our vision is to improve the stability of each and every network we service. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services.

Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM has delivered solutions ranging from desktops, mobile devices, and classroom technology to complete networks and data centers including virtualization. Our solutions ensure access to the vast array of technology resources that are available to improve your District's efficiency and learning experience. GigaKOM's engineers hold the highest level of certifications and training with multiple manufactures including Cisco, HPE / Aruba, Extreme, Ruckus, Microsoft, VMWare, Cambium and many more.

GigaKOM is a California Corporation providing IT services and support since 2003. Additionally, GigaKOM is a certified Small Business with the State of California, Department of General Services.

GigaKOM is an established vendor that has been providing E-RATE and non-E-RATE services throughout California, utilizing employees that have been in the program since year one (including a former California Certified E-RATE Trainer). We have completed a wide array projects ranging from a single-server upgrade to the design and installation of complete school data centers.

Planning & Design services
Implementation services
Operation, Support & Maintenance
Auditing & consulting
Infrastructure design
Proof of concept
Project planning
Installation & Commissioning
Full system integration
Project management
24x7 monitoring
Remote preventive & corrective
On-site preventive & corrective
Spare management
SLA reporting

4 Experience and Qualifications

GigaKOM is a full service *Information Technology Solutions Provider*. Our vision is to improve the stability of each and every network we service. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services.

Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM has created solutions ranging from desktops to complete networks that ensure access to the vast array of technology resources that are available to improve your business efficiency. In order to achieve these successes, GigaKOM's engineers hold the highest level of certification.

GigaKOM has completed multiple enterprise level implementations in all the areas below, as well as technologies not listed. Please see References section for a sample of projects completed.

Systems Integration:

GigaKOM provides professional computer solutions and services to improve the client's technological capabilities.

Infrastructure design and installation, Integration services, and Implementation management are mission-critical to any technology project. GigaKOM integrates these services to provide a single source for all computing needs. Below are samples of the ways that GigaKOM can assist our education clients.

***Local and Wide Area Network (LAN/WAN) Design & Implementation Services*:**

GigaKOM helps organizations design, install, and maintain enterprise-wide systems for voice, video, and data communications. Utilizing industry superior technology along with certified engineers and project managers, GigaKOM works with organizations to ensure stable, robust, and expandable solutions for our client's needs. Network documentation and infrastructure testing capabilities are an integral part of the LAN/WAN services.

***Security Services*:**

GigaKOM provides clients with the programs and tools necessary to ensure network security at all levels. GigaKOM analyzes, recommends, and installs security systems in additional to assisting clients with establishing policies and procedures to provide the highest level of technology security available. GigaKOM provides an array of security provisions: physical security, desktop provisions, virus protection software, firewalls, intrusion detection systems, and internet filtering capabilities.

***Hardware and Software Services*:**

GigaKOM, through its experience and partnerships, offers a high level of expertise in product selection, purchasing, installation, and maintenance – from desktop computers to the entire network infrastructure. GigaKOM offers a hardware/software asset management and license compliance service.

***Cloud Computing, Virtualization and Thin Client*:**

GigaKOM guides businesses in the decision-making and implementation of Cloud, Virtualization and Thin Client solutions.

Cloud Computing provides several advantages including the decentralization of hardware, risk and recovery advantages, and Access-Anywhere capabilities.

Thin-client technology transforms networks from a collection of decentralized computer devices into a centrally manageable computing environment, providing low-cost, standardized, easily updateable, and centralized systems.

Virtualization provides many benefits including fail-over and redundancy solutions, leveraging hardware utilization, and cost savings in power, facilities, and management.

Network Management and Maintenance:

GigaKOM provides comprehensive network maintenance solutions client tailored to meet each individual client's network requirements. From hardware warranty programs, to labor support and complete network management programs, GigaKOM has the program and expertise to keep networks running at their optimal capabilities.

GigaKOM wants to be your Partner in Educational Technology. We are certified by all major IT manufacturers and specialize in servicing clients throughout the south western region of the United States

5 Certifications, Training and Specializations:

Current team certification, partial list: **Cisco**: 4 CCIE, 4 CCNP, 5 CCNA, 1 CCDA: **HPE/ARUBA**: 3 ACMP, 3 ACSP, 1ACCP**: Extreme**: 7 ESS, EDS Wireless, Management, Fabric: **Microsoft**: 2MCP, 1 MCSA and more

For a full list of GigaKOM certified personal please reach out to hr@gigakom.com

Listed are some of our Partner and Certifications

Cisco
Company Certification
- Premier Certified Partner

Specializations
- Advanced Unified Communications
- Advanced Security
- Express Foundation
- Cisco Capital Financing
- Cisco Smart Care Services

Professional Certification and Training
- CCIE, CCNP, CCDA and more

Microsoft
Company Certification
- Authorized Partner

Specializations
- Educational Licensing Authorized

HPE - Aruba
Company Certification
- HPE Aruba Gold Partner
- Networking Elite

Specializations
- Public Sector

VMWare
Company Certification
- Professional
- Educational Licensing

Cambium / Xirrus Wireless

Company Certification

- Gold Certification

MileStone
Company Certification
- Gold Certification

Extreme Networks
Company Certification
- Gold Certified Partner
- Master Partner

6 Master Contracts and Purchasing Authorizations:

In order to best serve our Government and Educational clients, GigaKOM has multiple purchasing vehicles available. Our contracts include:

Details at: http://bit.ly/gkomCMAS

CMAS Contract ID 3-21-08-1109
- Cisco Networking Equipment / Services
- HPE Networking Equipment / Services
- Aruba Networking Equipment / Services
- HP Computer Systems / Services
- Data Communications – Equipment
- Labor, Technical support and implementation

CMAS Contract ID 3-12-70-2346F
- Axis

CMAS Contract ID 3-19-70-2346N
- APC products / services
- Tripp Lite products / services
- LG Electronics
- Lenovo
- Ergotron
- Enet
- Eaton
- Network Systems

CMAS Contract ID 3-18-70-2346M
- Extreme Networks products / services
- Network Systems
- Security products / services

CMAS Contract ID 3-19-70-3644A

- Sonic Wall Networks products / services
- Network Systems
- Security products / services

GSA Schedule 47QTCA-19-D-00MM

- APC
- Ergotron
- HP, HPE, HPi
- Lenovo
- NEC
- Sony
- Tripplite
- Xerox

GSA Schedule GS-35F-0349S

- Cisco Networking Communications
- Hewlett Packard Enterprise
- Hewlett Packard, Inc

NASPO Contract AR-233

- Cisco Networking
- Services / Software / Warranty

NASPO Contract AR3328

- Aruba Networking
- HPE Networking
- Services / Software / Warranty

NASPO Contract AR3230

- Extreme Networking
- Services / Software / Warranty

Educational Licensing Agreements

- Microsoft
- VMWare

For further information on these contracts please contact your GigaKOM sales representative for terms, conditions, and product pricing.

Contracts listed are for reference and referral. Contracts listed may be utilized at part or all of product and service fulfillment. No bid is considered to be under one or any of the above contracts unless specifically outlined within the purchase agreement and confirmed by both parties. Additional fees may be charged by the Government Agency in association with the contract. Please refer to terms of schedule.

7 Methodology for Providing Services

GigaKOM proposes the following phased approach for new component integration into your network. With this approach GigaKOM will define activities needed to successfully deploy and operate new system(s) and optimize performance during the lifecycle of the solution.

Phase approach includes:

1. Preparation and Response Phase
2. Assessment Phase
3. Implementation Phase
4. Operation and Optimization Phase

Delivery Timetable:

- Hardware- within 14 business days from Client PO
- Installation – based on Client schedule

In the Preparation and Response Phase, GigaKOM will respond to client's solution request based on requirements specified and propose a High Level Design and product to address client's needs.

Assessment Phase will determine if the existing system infrastructure, sites, and operational environment are able to support its proposed system.

During the Implementation Phase, GigaKOM will install the new technology into the client's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

During the Operation and Optimization Phase, GigaKOM will ensure that the newly implemented solution is operating efficiently and is highly available. GigaKOM, at client request, will propose a maintenance support structure to help ensure that the client's networks are operating at peak performance, resolve problems quickly as they arise, and adapt the architecture, operation, and performance of the network to change.

Preparation and Response Phase:

In this phase GigaKOM will analyze client needs and identify and confirm the product in High Level Design Development. We will list all necessary parts numbers and any additional hardware that will be needed to deliver the solution. We will allocate key members of the team trained and certified in the technology (per client requirements).

Assessment Phase:

GigaKOM will prepare for your deployment with a comprehensive site assessment that evaluates the readiness of your current facilities infrastructure to support the new technology. GigaKOM will identify physical, environmental, electrical, and procedural modification that should be made prior to implementation. As part of the assessment GigaKOM will provide Assessment Analysis documents for each of the below specified actions with findings and the mitigation plan with any potential costs.

Methodology for Assessment:

Site Readiness Assessment, GigaKOM will prepare for your deployment with a comprehensive site assessment that evaluates the readiness of your current facilities infrastructure to support the new technology. Client will identify physical, environmental, and electrical modifications that should be made prior to implementation.

There are three activities associated with the site readiness assessment service component.

- Prepare for a site readiness assessment
- Conduct a facility site(s) survey
- Perform a site assessment gap analysis.

The site readiness assessment service component assesses the ability of the client's site facilities to accommodate the new technology system. Following completion of the site survey, you will identify any gaps with site requirements specifications.

Network Readiness Assessment: GigaKOM will prepare for your solution deployment by assessing the readiness of your existing network infrastructure and determining any modifications that should be made prior to implementation. The modifications could include physical and logical configurations, solution capacity, quality of service (QoS), solution resiliency, security, and integration with existing legacy platforms. The network readiness assessment service component assesses the client's existing network infrastructure and applications to verify its ability to support the proposed technology system. This service also analyzes the physical and logical configuration of the network and analyzes network design issues, such as scalability, Quality of Service, network resiliency and security, and the potential effects of integrating the proposed system with existing infrastructure.

Operations Readiness Assessment: GigaKOM will prepare for your technology solution deployment with a comprehensive assessment that evaluates the readiness of the people, processes, and tools in your current operations and network management infrastructure for both voice and data to support the new solution. The operations readiness assessment service component assesses the current state of clients' operations and network management infrastructure, including people, processes, and tools, to identify issues and opportunities for improvement.

In addition, the operations readiness assessment identifies issues pertinent to defining, monitoring, and maintaining the proposed system service-level requirements, which are measured through availability, capacity, and security metrics. It also identifies the client's support model and associated skills and knowledge requirements.

- GigaKOM will collect and verify information about current operations support infrastructure
- GigaKOM will identify client support model
- GigaKOM will identify skills and knowledge requirement to support new solution

Implementation Phase:
During the implementation phase, GigaKOM will install the new technology into the client's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

Steps for Implementation Phase

- Project Planning
- Kickoff
- Staging

- Deployment
  - Core Components Rollout
  - System Integration
  - System Migration (as requested per client)
- Training
- Closeout Documentation

Project Planning:
During project planning GigaKOM will develop the project management, escalation, communication plans, and conduct an internal kick-off meeting.

Kickoff:
During implementation project kickoff GigaKOM will conduct the kickoff meeting with all parties involved in the deployment of system. At the meeting parties will review and confirm implementation milestones, roles, and responsibilities using a project plan, as well as review the escalation and communication plans to ensure everyone is aligned., The plan will then be shared in order to lead the project to a successful completion. Client will be provided access to an on-line portal with the ability to view and track the project as phases are planned and implemented.

Staging:
During staging, GigaKOM will stage the communications hardware and software to be installed in the client's network. GigaKOM will test the solution components in a non-production lab environment. After the successful completion of staging, the hardware delivered to the client site and made ready for the implementation phase.

Deployment:
- Core Component Rollout: During core product implementation, GigaKOM will install, configure, integrate, and test the solution components. This provides for an implemented, production- ready solution, making it available for the integration of existing users and services from existing infrastructure to the new solution.

-Legacy System Integration: The legacy systems as applicable will undergo an integration of the client's network solution components and requires the validation of integration options that are compatible with the new solution. GigaKOM will perform the test and integration between the systems.

Training:
GigaKOM will prepare and conduct end-user training and staff training. GigaKOM will give customized training to each user group according to the staff training plan and train end users only on those features they are allowed to use according to business policy.

Closeout Documentation:
During as built documentation, as the final stage of Implementation phase GigaKOM will compile documentation of the current system in an as built solution binder. In the binder, you will include logical and physical topology maps, IP schemes, serial numbers, application configurations, and legacy migration or integration configurations. Additionally, you will finalize network documentation that reflects as built information for the client, including specific design requirements and configurations.

- Compile documentation into a as built solution binder
  - Logical and physical topology maps

- Dial plans
- Serial numbers
- Legacy configurations
- Application Configuration

Operation and Optimization phase:

During the operation phase, we will justify client network investment protection by ensuring that the newly implemented solution is operating efficiently and is highly available. During operations setup, we will set up the client to provide operational support to the network, including development of an operational support plan and an Ongoing Support Handoff Kit. Assisting the client in developing processes to manage the system in ongoing operations mode, including system administration and backup, assessment management, and scheduled maintenance is another aspect of the operations setup.

- Develop an Operation Support Plan
- Assist the client in developing process to manage the system

Incident Management: During incident management, we will classify, prioritize, isolate, and resolve incidents and track and monitor incidents. Any required changes to the system are submitted to the formal change management process, and incidents are tracked and managed in a case management system. It is also important to manage real-time incidents with the system components via the incident-management process, which includes multiple levels of support that create and maintain the status of an incident through resolution and closure.

- Classify, prioritize, isolate, and resolve incidents
- Incidents are tracked and managed in case management system - Autotask

Incident Management Steps:

1. Identify Incident
2. Classify and prioritize the incident
3. Isolate the incident
4. Recover from incident outage
5. Validate resolution
6. Track and monitor progress
7. Close the incident

Support Services

GigaKOM ‘s delivery of Support Services is dependent on the services required and specified by the client. Based on the services requested, GigaKOM follows the standard Methodologies for delivering the types of services as defined below.

Support Services can include the following components:

- **Manufacture maintenance agreements**
  - Software Downloads, bug fixes, security patching and technical maintenance
  - Hardware replacement warranties
- **Hardware replacement time and materials funding pools.**
- **Labor based technical support**
  - On-site technical support

- Remote technical support
- Remediation of technical issues
- Labor based maintenance of network components to insure equipment operates at manufacture and industry specified performance levels.

- **Cable plant repair, upkeep, and maintenance**

Based on the requested services from the client, GigaKOM would be prepared to meet expected maintenance windows as specified by the school.

For Basic Maintenance involving GigaKOM technical support, we provide a 24x7 contact number as well as a web-portal for the reporting of troubles on a client network.

Manufacture maintenance agreements

GigaKOM has partnered with most network manufactures to provide warranty solutions where available to provide eligible maintenance agreements.

For Maintenance agreements, GigaKOM will work with the district to verify eligible equipment identification, validate warranty levels and any End-of-support issues. GigaKOM will procure the maintenance contract with the manufacture and ensure warranty is provided under the District's name and copies of the contract will be provided to the district.

For ineligible components or services, including Hardware warranties, GigaKOM will identify such components to the District and provide the District options to procure these services outside of E-rate funding.

Hardware replacement time and materials funding pools.
Within E-Rate guidelines certain funding is available for time and materials repair and replacement for the maintenance and upkeep of eligible equipment. Where appropriate GigaKOM will work with District to identify the eligible equipment.

Labor Based Technical Support:

Labor based technical support solutions are available to provide On-site technical support, remote technical support, remediation of technical issues designed to maintain eligible network components to ensure equipment operates at manufacture and industry specified performance levels.

Our Solutions provide:

- Access to qualified technical assistance
- Ongoing operating system software updates and upgrades
- Systems diagnostics and remediation on select devices
- On demand and scheduled on site technical support

To be scheduled with GigaKOM and the client, based on recommendations from GigaKOM, we provide solutions that include:

- Network Device Configuration Backup
- Scheduled Network Software Upgrades
- Network Device IOS and Enhancement Review
- Weekly Windows Server Security and Health Check
- Server Operating System and Security Patching

GigaKOM Standards for Performance

- Initial Engagement and Yearly Network Discovery and Mapping
- For all activity performed on a network, status reports of actions taken, and tasks completed are provided.

Network Restoration Process

Client desires the support and restoration of Network down problems caused by E-rate eligible equipment or cable plant.
Description: The following activities will be done by the GigaKOM over the term of the project as services are required.

1) Receive incident or request notification from Client personnel. This notification will come from the Client personnel who receive and respond to the initial problem call from the end user and will only be forwarded to the GigaKOM technicians when it appears to be related to E-Rate eligible equipment.
2) Record all problem and request tickets in the GigaKOM ticket management system.
3) Perform "second level" incident and request handling using GigaKOM remote engineers. If necessary, we will dispatch a local GigaKOM field engineer. Additional engineers will be dispatched as needed to meet the service response requirement and will be dispatched immediately for more critical network down situations.
4) Provide "ownership to resolution" of GigaKOM handled incidents, report on the progress of problem resolution, confirm resolution of the incident with Client personnel, and log final resolution. Please note that in accordance with SLD guidelines, GigaKOM can provide eligible maintenance services if the equipment at issue is thought to be eligible. If the issue is determined to be caused by ineligible equipment, this will be reported back to Client personnel, and further work must be handled through Project Change Control.
5) Prioritize activities in accordance with documentation and procedural standards developed by GigaKOM and agreed to by Client.
6) Coordination and scheduling of GigaKOM resources.

Clients under a labor-based maintenance contract will be covered under the below Billing and Service Delivery Schedule unless specifically altered under contract.

+

BILLING AND SERVICE DELIVERY SCHEDULE

I Response Times:

GigaKOM provides for a 24-hour Client Service Center access number, as well as on-line trouble ticketing portal. For tickets opened via one of these methods GigaKOM will provide during standard working hours:

Response Times and Escalation Schedule

Priority	Description	Response Times	Escalation Policy	Billing Rate for Services
Critical (Priority 1)	Network down or critical impact to business operations. GigaKOM and end user will provide full-time resources to the situation resolution	**1 Hour:** Diagnostics begin **2 Hour:** technician assigned **Next Business Day or better**: on-site dispatch if necessary	1 Hour: Service Supervisor 8 Hours Director of Operations 24Hours: President / CEO	Critical tickets are billed double rate with a minimum 2 hour billing. Standard labor terms apply
High (Priority 2)	Operations of a Network are severely degraded; client business operations are negatively impacted. GigaKOM and end user will commit full-time resources during normal business hours to address situation.	**2 Hour**: Diagnostics Begin **4 Hours:** Technician assigned **Next Business Day** on-site dispatch if necessary	4 Hour: Service Supervisor 24 Hours: Director of Operations 48 hours: President	High priority tickets are billed at a one and a half (1 ½) rate with minimum 2 hour billing. Standard labor terms apply.
Medium / Normal (Priority 3)	Operational performance of the network is impaired. Business functions remain functional. GigaKOM and end user are willing to commit resources during standard business hours to restore service to satisfactory levels.	**4 to 8 Hours:** diagnostics and technician assigned **On-site dispatch** (if required) as scheduled with End User.	24 Hour: Service Supervisor 48 hours: Director of Operations 72 Hour: Department Manager	Billing rate as quoted. Standard labor terms apply.
Low (Priority 4)	Assistance or information requested. Typically, product capabilities, installation or	**8 Hour:** Initial response.	72 Hours: Service Supervisor	Billing rate as quoted. Standard labor terms apply

	configuration issues.			

(all times listed are based on standard working hours)
The clock starts on all issues once the support request has been added to our Autotask ticketing system

II Definitions:

The service priority Critical, High, Medium, or Low is set at the initiation of the ticket and remains at that level through completion

- Critical Priority is defined as a complete network down event or an event that has a critical impact to business operations. GigaKOM may assign multiple concurrent resources to critical events. The client may request the ticket to be assigned to this priority based on the client's business objectives.

- High Priority is defined as an event where operations of a network are severely degraded and business operations are negatively impacted. GigaKOM may assign multiple, concurrent resources to critical events. The client may request the ticket to be assigned to this priority based on the client's business objectives.

- Medium Priority is defined as an event that impairs the operational performance of the network, business operations remain functional but may be degraded. GigaKOM and the client are willing to commit resourced during normal business hours to restore service. Unless otherwise requested by the client, this is the default level for all service tickets.

- Low Priority is defined as a general assistance or informational request. Network Performance degradation is negligible. This level of service is most commonly associated with initial installation or configurations tickets. The client may request the ticket to be assigned to this priority based on the client's business objectives.

III Standard Labor Terms

Travel:	Not billed unless specified in contract.
Standard:	All billing in 1/2 hour increments unless otherwise specified
Critical Priority:	2.0 x rate, 2 hour minimum billing
High Priority:	1.5x rate, 2 hour minimum billing
Overtime:	1.5 x rate, 1 hour minimum billing
Weekend:	1.5 x rate, 2 hour minimum billing
Holiday	2.0 x rate, 4 hour minimum billing

Coverage

Standard: 8:00am to 5:00pm Monday through Friday PST

Overtime: Monday through Friday 5:00pm to 8:00am the following day

Weekend: Friday 5:00pm to 8:00am Monday

Holiday: 5:00pm prior day to Holiday to 8:00am the day after the holiday

Holidays

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

A fee of $250 will be assessed for client cancellation of dispatched engineer, or client not being ready.

IV Billing Information

GigaKOM will invoice labor against the contract based on contract term or on a weekly basis. Failure to pay invoices may lead to delays or suspension of GigaKOM services.

Hours used against a contact will be tracked by GigaKOM and will be available to client upon request. In certain instances, GigaKOM may exceed the contracted hours in the delivery of service. GigaKOM will invoice any additional hours at standard rate and will provide notice to the client when overages occur. Once identified, GigaKOM will work with client to establish a change order or new contract for continuing services.

Standard Rates:

Labor Rate:

LEVEL	RATE
Network Architect onsite work	$225.00
Network Architect remote work	$225.00
Sr. Network Engineer onsite work	$210.00
Sr. Network Engineer remote work	$185.00
Network Engineer onsite work	$200.00
Network Engineer remote work	$150.00
Network Technician onsite work	$100.00
Network Technician remote work	$85.00

V Responsibilities and Assumptions

- Client to provide access to systems and facilities to facilitate work.

- Client to provide GigaKOM with access to all equipment covered under this agreement. If such access is not provided, GigaKOM will have reduced or limited ability to address problems and provide resolution.
- Client to provide necessary user names and passwords where applicable.
- Client will identify at least one person to work with GigaKOM throughout the service request. This person will communicate with GigaKOM and provide information on a timely basis.
- For critical and high priority issues, client will provide an escalation / alternate contact to issue timely communications and resources.
- For critical priority issues, client is committed to working with GigaKOM on a 24-hour basis, if required, through problem resolution.
- Client is responsible for providing a contact who is knowledgeable to the technical aspects of the problem.
- Client to provide GigaKOM with a list of key personnel and contact information including after hours and escalations / approvals.
- Client is responsible for having vendor / manufacture service support agreements necessary to maintain, trouble shoot and repair hardware and software issues.
- Client will provide service provider account numbers, circuit ids, contacts and contract information where necessary to facilitate service delivery or resolution.
- Client to provide a list of all contract service agreements, contact names, contact numbers and contract numbers for all service agreements to be managed by GigaKOM.
- Client to provide any additional information required by GigaKOM.
- Client to provide all necessary supplies and accessories, attachments or other devices incidental to the service.
- Client is responsible for data, backups and / or migrations of data. GigaKOM is NOT responsible for the loss of client data during remediation or migration processes.
- Client is responsible for all necessary permits, licenses or authorities necessary for the provisioning of services.
- Client will be responsible for additional materials, equipment, or loaner materials costs necessary to facilitate problem resolution.
- GigaKOM engineers obey all traffic, travel, and safety regulations.

GigaKOM shall not be responsible for service or Service Level Agreement degradation delays due to the lack of client compliance with the above items.

8 Universal Service Program Restrictions and Invoicing

The Universal Service program has a number of restrictions on the use of the funds in order to collect discounts. The following restrictions are required for the district to receive the discounts on these services.

- Services and / or products will be limited to only those dealing with technical support of telecommunications and internal connections as specified in the latest version of FCC Document CC Docket No. 96—45 Schools and Libraries Eligibility List. Or the latest rules posted on the SLD web site (http://www.sl.universalservice.org. Any services and / or products not covered on the eligibility list must be covered under a separate contract and invoice.
- The services and / or products for which support is sought must be the delivery of services to the classrooms or other places of instruction at schools and libraries that meet the statutory definition of an eligible institution. Discounts are not available for internal connections in non-instructional buildings of a school or school district, or in administrative buildings of a library, to the extent that a library system has separate administrative buildings, unless those internal connections are essential for the effective transport of information to an instructional building of a school or to a non-administrative building of a library. 47 C.F.R. § 54.506
- All services / products must be performed / supplied during the respective E-Rate funding year.
- GigaKOM is experienced, competent and complies with all USAC and SLD policies, programs and requirements for invoicing and billing.

9 *Special Notes and Conditions*

Unless otherwise specified within the client bid or RFP, all implementations are based on a single deployment and installation. Additionally, it is assumed that all work and facilities will be done and available during normal working hours. Should multiple deployments be required, or sites and facilities not be available, additional fees may be applied.

GENERAL EXCLUSIONS

- Unless identified previously within the scope of work, this proposal is not inclusive of fire penetration sleeves, conduit, concrete cores and/or roof penetrations. If required for installation, additional charges will apply.
- Unless identified previously within the scope of work, GigaKOM will install racks in specified locations and in the appropriate manner. Additional charges will apply if the location is not structurally compliant with the installation requested and facilities work is needed.
- Unless identified previously within the scope of work, all existing conduit is expected to be free and clear of debris with an appropriate pull string provided. Additional charges will apply for debris removal or the fishing of conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of the removal and replacement of furniture during the installation, additional charges will apply, if necessary.
- Unless identified previously within the scope of work, this proposal is based upon normal working hours and does not included weekend or overtime. If weekend or overtime hours are required for this project, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of a Lift rental. If a Lift is required, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of additional labor time required for clean room environments. If clean room environments require special clothing, cleaning of tools, etc, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of installing horizontal cable in a “sequential-by-building” fashion. If a “sequential-by-building” installation is required, this must be identified prior to cable installation and will require additional charges.
- Unless identified previously within the scope of work, this proposal is not inclusive of any voice or data cross-connects and/or patch cord installation. If cross-connects and/or patch cords are to be installed by GigaKOM, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of any and all plywood backboards within each closet. If plywood backboards are required, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with parking is not included within this proposal. If parking fees are required during the installation, additional charges will apply.

- Unless identified previously within the scope of work, cost associated with securing material on site is not included within this proposal. If adequate secured storage is not able to be provided by the Client, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is based upon utilizing onsite trash receptacles for removal of trash debris. If trash receptacles are not made available, additional charges will apply.
- This proposal requires a minimum 2 weeks notice of installation for any and all modular furniture installed during this project. Additional charges may apply if notice of less than 2 weeks is provided.
- Unless identified previously within the scope of work, this proposal is based upon the Client providing all necessary Ring and String or Conduit necessary for each work station location. Additional charges will apply to each location requiring GigaKOM to provide ring and string or conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of GigaKOM providing temporary power or sanitary facilities. Additional charges will apply if required.
- Unless identified previously within the scope of work, this proposal is not inclusive of removing any and all existing cable or cable supports. Additional charges will apply if required.
- Telephone Vendor will be responsible for labeling any and all patch panels related to voice circuit extensions. GigaKOM will provide said Telephone Vendor with a Cut-Sheet for each cable location.
- A 25% restock fee may be charged for all returned items. Special order items are non-returnable.
- GigaKOM has several blanket endorsements included in its insurance policies. If separate endorsements are required, additional charges may apply.
- Parking on site shall be provided by client at no cost to GigaKOM
- A $250 fee may be billed to client for missed appointment, or site not ready for installation

GIGAKOM STANDARD TERMS AND CONDITIONS

GigaKOM, Inc., a California corporation ("Company"), is a reseller of certain third party enterprise infrastructure hardware and software equipment ("Equipment") and provides installation, integration, maintenance support and other services ("Services"). The terms and conditions set forth in this document ("Terms and Conditions") shall govern the purchase of any Equipment for, and the provision of Services to, customers of Company ("Customer") pursuant to an estimate or other price quote ("Estimate") generated by Company and approved by Customer.

Application and Interpretation of Terms and Conditions. These Terms and Conditions shall supplement the Estimate. If there is a conflict between the Estimate and these Terms and Conditions, the Estimate shall control. The provisions of the Estimate and these Terms and Conditions supersede any and all prior negotiations proposed agreements and agreements, whether written or unwritten, between Customer and Company. No subsequent change in, addition to, or waiver of, these Terms and Conditions or the Estimate shall be binding on Company unless approved in writing by an authorized representative of Company.

Risk of Loss or Damage to Equipment. Company shall assume the risk of loss of, or damage to Equipment purchased under an Estimate until a carrier has received the shipment pursuant to a bill of lading (f.o.b. shipping point), at which time Customer assumes all risk of loss or damage to the Equipment. Equipment may not be returned except in accordance with the Equipment warranty. If Company, in its discretion, agrees to return Equipment not subject to a warranty claim, Customer shall be responsible for all costs of return.
Inspection and Acceptance of Equipment. Inspection and acceptance of Equipment shall be performed by Customer upon delivery to Customer. If Customer fails to object in writing to any item of Equipment at delivery, Customer shall be deemed to have accepted delivery of all such items.

Payment Terms. Payment shall be due as described in the Estimate and Invoice. Prices shown in the Estimate may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or services shall be added to the price set forth in the Estimate. Customer agrees to reimburse Company for any such tax or provide Company with acceptable evidence of tax exemption.

Late Payment Charges. If Customer fails to make any payment when due, Company may upon written notice to Customer: (a) delay delivery of any Equipment or suspend the performance of Services until such terms are met; and/or (b) cancel any order for Equipment then outstanding and receive reimbursement for cancellation; and/or (c) pursue any other remedies available at law or equity. Company may charge and Customer agrees to pay a finance charge of 1-1/2% per month on the unpaid balance of overdue amounts or the maximum allowable by law, whichever is less. Company shall have no liability whatsoever to the Customer for any costs or damages as a result of such termination or suspension caused by any failure by Customer to make payment when due.
Changes to Scope of Services. Unless otherwise stated in the Estimate, the price set forth in the Estimate is a good faith estimate based on the information received through the date of the Estimate and may change based on updated information. Any price changes shall be communicated to Customer through a revised Estimate. If Company provides Customer a revised Estimate which Customer disapproves, then Company may terminate Services with respect to the original Estimate. If the Services are terminated, Client shall remain obligated to pay Provider for Services actually rendered and Equipment purchased. Changes requested by Customer to the scope of work set forth in an Estimate must be communicated in writing to Company and Company will then have the right to charge for additional services at Company's then current rates. For each change order, a new Estimate will be generated by Company and approved by Customer.

Equipment Warranty. Company warrants that the Equipment shall be free from defects in materials and workmanship for 90 days from the date the Equipment is delivered. The foregoing warranty shall not apply to any Equipment which is not stored, handled, installed or used by persons other than Company personnel in strict accordance with manufacturer or Company specifications and instruction manuals, or which is altered without Company's express consent, or which has been subject to misuse, negligence or accident. Company's sole obligation shall be to replace or repair defective Equipment covered by this warranty provided that Customer notifies Company of such defect in writing within the 90 day warranty period set forth above. Customer hereby agrees that the replacement or repair of defective Equipment shall be Customer's sole remedy in the event of a breach of warranty and shall be in lieu of any other remedy. Except as expressly set forth in this Paragraph, Company makes no warranties relating to the Equipment, whether express, implied or arising by operation of law (including, without limitation, the warranty of merchantability or fitness for a particular purpose).
Services Warranty. Company warrants that all Services shall be performed in a workmanlike manner and in conformance with generally accepted industry standards prevailing at the time the Services are performed. Any liability of Company with respect to the performance of Services under any Estimate or under any warranty, negligence, strict liability or other theory will be limited exclusively to product replacement so long as the replacement product provides substantially the same or better functionality as required by the Estimate; provided, however, if, in Company's opinion, replacement is inadequate as a remedy or impractical, to a refund of the fees paid to Company for the particular Services which do not conform to the warranty set forth in this Paragraph. Except as expressly set forth in this Paragraph, Company makes no warranties relating to the Services, whether express, implied or arising by operation of law (including, without limitation, the warranty of merchantability or fitness for a particularpurpose).

Limitation of Liability. Customer waives any right of recovery against Company and shall not hold Company liable or responsible to Customer for any claims, demands, actions, liabilities, losses, costs or expenses (including, without limitation, attorneys' fees or costs) by or due to third parties ("Claims") suffered by Customer, directly or indirectly relating to or arising from the purchase or use of the Equipment or any Services provided by Company, except to the extent Company is adjudicated to be actively negligent in connection therewith. IN NO EVENT SHALL COMPANY BE LIABLE FOR COLLATERAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PROPERTY LOSS, PHYSICAL INJURY OR DEATH, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE EQUIPMENT PURCHASED AND/OR INSTALLED OR ANY OTHER SERVICE PROVIDED PURSUANT TO ANY ESTIMATE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL COMPANY BE LIABLE WITH RESPECT TO (A) ANY EQUIPMENT PURCHASED AND INSTALLED, FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO COMPANY FOR SUCH EQUIPMENT AND (B) WITH RESPECT TO ANY SERVICES, FOR ANY AMOUNTS IN EXCESS ACTUALY PAID BY CUSTOMER TO COMPANY FOR SUCH SERVICES (AND WITH RESPECT TO ANY LIABILITY FOR ANNUAL MAINTENANCE SERVICES, COMPANY'S LIABILITY SHALL NOT EXCEED THE ANNUAL MAINTENANCE FEE ACTUALLY PAID TO COMPANY FOR THE YEAR IN WHICH SUCH LIABILITYAROSE).

Insurance and Bonding. Company shall maintain, at all relevant times, liability insurance coverage for bodily injury, death, and property damage in an amount no less than One Million Dollars ($1,000,000.00). If required by Customer, Company shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the amount requested by Customer, provided that all costs of such bond(s) to be paid directly by Customer.

Ownership of Equipment/Liens. Company shall retain title to all Equipment delivered to Customer until final payment for same is received. Company may retrieve from the Customer's premises any Equipment delivered if payment has not been timely tendered. Company may file a lien within 90 days after furnishing Equipment or Services to Customer as long as preliminary lien notice is sent to Customer under the provisions of the Construction Lien Lawof the state where services are rendered.

Force Majeure. Company shall not be liable for delays in delivery or failure of items to be available due to causes beyond its reasonable control, such as acts of God, acts or omissions of suppliers and manufacturers, acts or omissions of Civil and Military Authority, fires, strikes, floods, wars (whether declared or undeclared), or any other cause beyond its reasonable control.

Arbitration. All claims, disputes, and other matters in question arising out of, or relating to, the purchase of Equipment, the installation and/or maintenance of Equipment, any other services described in the Estimate or these Terms and Conditions (including whether such matter is arbitrable) (collectively, "Claims") shall be decided by arbitration in San Diego County before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, who shall also act as the arbitrator for such Claim. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable California law. The costs of arbitration, including administrative fees, fees for a record and transcript, and the arbitrator's fees, shall be borne by the non-prevailing party (as determined by the arbitrator). Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made no later than six (6) months after the circumstances which are the basis of the Claim have arisen.

Miscellaneous Provisions. These Terms and Conditions shall be governed by and construed according to the laws of California. If any provision of these Terms and Conditions is held invalid or unenforceable, it shall be so held to the minimum extent required by law and all other provisions shall remain valid and enforceable. The exercise of any remedy herein shall be without prejudice to any other right or remedy available to either party. No agency, employment agreement, joint venture, or partnership is created between the parties and neither party shall be deemed to be an agent of the other nor shall either party have the right, power or authority to act for the other in any manner or to create any obligations, contracts, or debts binding upon the other party. The failure of Company to insist on strict performances of any of the provisions contained herein shall in no way constitute a waiver by Company or any of the other provisions or subsequent default by Customer in the performance of or compliance with any of these Terms and Conditions set forth herein.

10 References

National School District, National City, CA
Justin Finch, IT Supervisor, (619) 336-7712, jfinch@nsd.us

- Designed and installation of a central data center at the district office.
- Equipment network upgrade LAN / WLAN District Wide for multiple refresh cycles
- Cabling infrastructure design, installation, modifications and support.
- Network maintenance including hardware warranties, equipment support over multiple years
- Contract value over last 2 years over $500,000.00

Calexico Unified School District, Calexico, CA
Eduardo Perez, Director of IT, (760) 768-3888, eduardop@calexico.k12.ca.us

- Designed and installation of a central Data Center at the district office
- Server virtualization and domain services district wide
- Entire Network upgrade LAN / WLAN including over multiple refresh cycles
- Cabling infrastructure design, installation, modifications and support.
- Network maintenance including hardware warranties, equipment support over multiple years
- IP Video Surveillance design and Installation
- Contract value over last 2 years over $400,000.00

San Pasqual Valley Unified School District, Winterhaven, CA
Jesse Moe, Technology Coordinator, (760) 572-2222 x2277, jmoe@spvusd.org

- District-wide Cisco Hosted VoIP HCS VOIP Deployment
- Entire Network LAN /WLAN upgrade including over multiple refresh cycles
- Server virtualization and domain services district wide
- Cabling infrastructure design, installation, modifications and support.
- Network maintenance including hardware warranties, equipment support over multiple years
- Contract value over last 2 years over $275,000.00

Chula Vista Elementary School District, Chula Vista, CA
Ann-Marie Pering, Director Purchasing, (619) 425-9600 x1483, annmarie.pering@cvesd.org

- Entire Network LAN /WLAN upgrade including over multiple refresh cycles
- Cabling infrastructure design, installation, modifications and support.
- Network equipment and maintenance including hardware warranties, equipment support over multiple years
- Contract value over last 2 years over $1,275,000.00

Arts in Action Charter, Los Angeles, CA
Stephanie Conde, Director, (323) 266-4371, stephaniec@artsinactioncharter.org

- Entire Network upgrade LAN / WLAN
- Cabling infrastructure design, installation, modifications and support
- Network maintenance including hardware warranties, equipment support over multiple years
- Contract value over last 2 years over $75,000.00

Cypress School District, Cypress, CA
Teresa Lennox, Director IT, (714) 225-4882, tlennox@cypsd.k12.ca.us

- Network upgrade and warranty over multiple years
- Support and network maintenance contracts
- Contract value over last 2 years over $375,000.00

Merced County Office of Education, Merced, CA
Dick Chai, Network Manager, (209) 381-6699, DChai@mcoe.org

- Network upgrade and warranty over multiple years County wide
- Support for multiple agencies
- Contract value over last 2 years over $75,000.00

Aspire Schools, Oakland, CA
Hector Hernandez, IT Director, (323) 837-9920, hector.hernandez@aspirepublicschools.org

- Cabling infrastructure design, installation, modifications and support state wide locations
- Network upgrade LAN / WLAN
- Contract value over last 2 years over $75,000.00

Orange Unified School District, Orange, CA
Tam Hguyen, Director IT, (714) 628-4550 , tam.nguyen@orangeusd.org

- Network Equipment Refresh and Installation District Wide
- Contract value over last 2 years over $75,000.00

Santa Maria Joint Union High School District, Santa Maria, CA
Lazaro Sanchez, IT Services, (805) 922-4573 , lsanchez@smjuhsd.org

- Network Equipment Refresh and Installation District Wide
- Contract value over last 2 years over $275,000.00

Imperial County Office of Education , Imperial, CA
Luis Wong, CTO, (760) 312-6464, luis.wong@k12hsn.org

- Equipment network upgrade LAN / WLAN District Wide for multiple refresh cycles
- Cabling infrastructure design, installation, modifications and support
- Contract value over last 2 years over $3,000,000.00

Dear Andrej Komatina,

On behalf of the National School District, we would like to take this opportunity to thank you and your entire staff for the excellent job you have done in providing support for our Cisco products through your CareKOM maintenance program and MonKOM network monitoring solution.

Your project managers and engineers have worked tirelessly to provide our students and staff with a solution that meets our immediate needs and will also grow with our future requirements. Your response times have been stellar and the GigaKOM team has always exhibited consistent, excellent customer service over the years. Greg Argendeli, Sasha Kristich and the rest of your team are extremely knowledgeable and always a pleasure to work with.

Thank you again for the professionalism and the expertise you have brought to our district, staff and students. You have proved to be a valuable partner to the National School District and we look forward to many more successful years in partnership.

Sincerely,

Joe Ferris

NSD Technology Services Supervisor

GIGAKOM

Calexico Unified School District

The Calexico Unified School District would like to thank you for the service you provided on the Aerohive Access Points project. The district-wide project was successful and completed within a timely manner. GIGAKOM was responsive throughout the project. Employees were always extremely professional in their communications with the district.

GIGAKOM has done a very good job and I would be happy to recommend your services to other organizations.

Thank you,
Eduardo Perez

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

GigaKOM was an excellent company to team up with, our school district had a strict requirement for e-rate purchases. GigaKOM's sales team understood our needs and went above and beyond to acquire our core equipment. GigaKom's install team composed of Chi and Sasha was greatly balanced. Their work was energizing and they were extremely motivated, personally committed to the job. During their three-day sting at SMJUHSD they worked long hours and made strides every day. Working with their team was an optimal experience, their dedication and promptness was refreshing. They were very knowledgeable in their field and able to conform to our needs. Thank you guys!

Thanks,

Lazaro Sanchez
Computer Network Tech II

11 Compliance Documents

- Business License
- Contractor's License
- Summary of Insurance
- Small Business Certification
- CMAS Contracts -details at **http://bit.ly/gkomCMAS**
- FCC Green Light Status
- SPAC 2020
- PWC Registration

CITY OF CHULA VISTA

FINANCE DEPARTMENT
276 Fourth Avenue | Chula Vista CA | 91910
(619) 585-5624

BUSINESS LICENSE

2022

The person, firm, entity or corporation named below is granted this license pursuant to the provisions of the City's Business Tax and Zoning Ordinances to engage in, carry on or conduct the business, trade, calling, profession, exhibition, or occupation described below, in the City of Chula Vista, California, for the period indicated. This license does not constitute a guarantee or endorsement by the City, nor shall this license be constructed to authorize the conduct or continuance of any business in conflict with any regulation of the Chula Vista Municipal Code. If there is a change of LOCATION, USE or OWNERSHIP for this business, the owner MUST contact the Finance Department at (619) 585-5624.

GIGAKOM
ANDRE KOMATINA
3615 KEARNY VILLA RD STE 201
SAN DIEGO, CA 92123

Business License Number: 052156
Business Classification: Contractor - Specialty
Tax Paid: $117.50

NOT TRANSFERABLE

Effective Date: January 1, 2022
Expiration Date: December 31, 2022

GIGAKOM

DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD

Consumers Licensees Applicants O

Home | Online Services | License Details

Contractor's License Detail for License # 910431

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.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

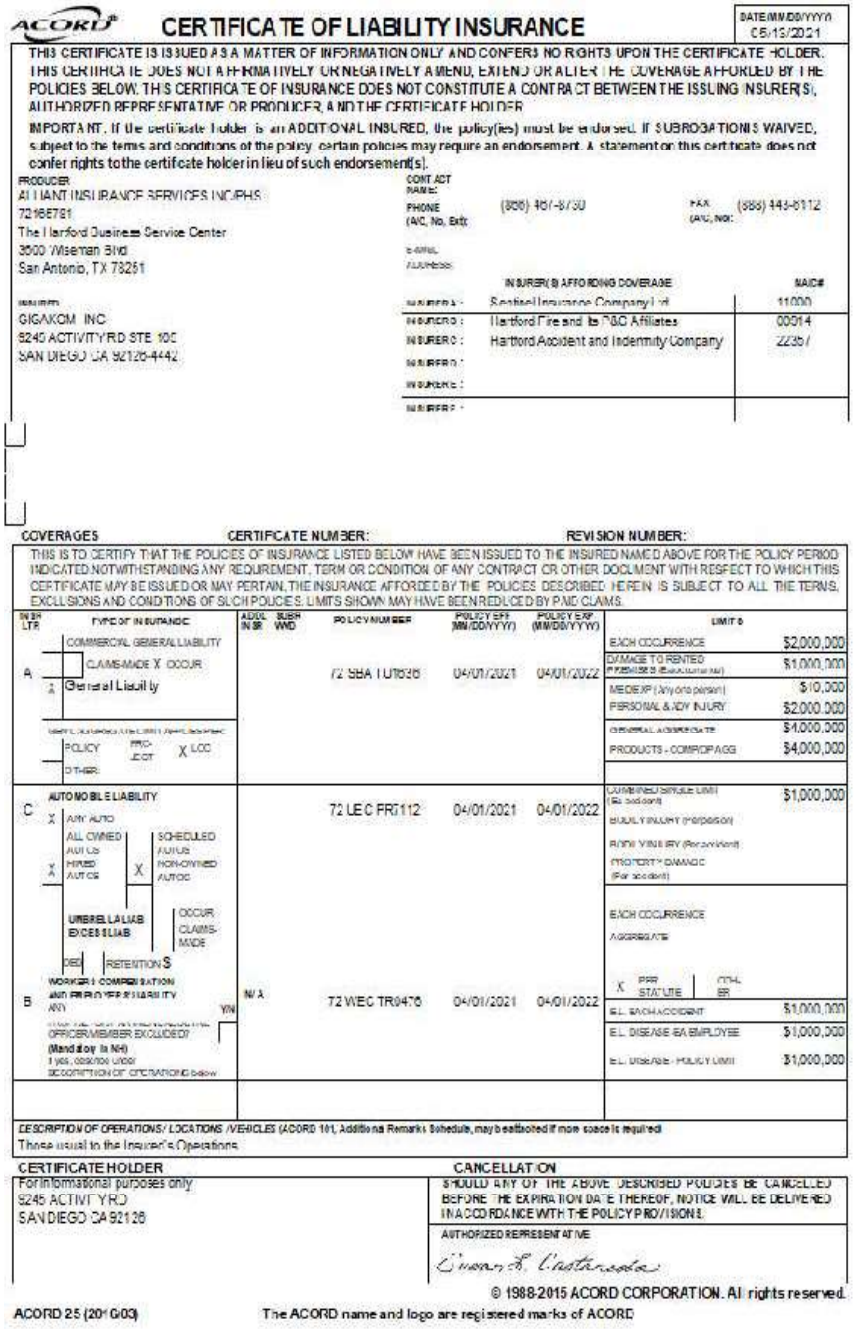
GIGAKOM
9245 ACTIVITY ROAD STE 105
SAN DIEGO, CA 92126
Business Phone Number:(858) 769-5408

Entity Corporation
Issue Date 02/08/2008
Expire Date **02/29/2024**

License Status

This license is current and active.

All information below should be reviewed.



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2021

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 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).

PRODUCER
ALLIANT INSURANCE SERVICES INC/PHS
7216781
The Hartford Business Service Center
3500 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Sentinel Insurance Company Ltd	11000
INSURER B : Hartford Fire and Its P&C Affiliates	00914
INSURER C : Hartford Accident and Indemnity Company	22357
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GIGAKOM INC
9245 ACTIVITY RD STE 105
SAN DIEGO CA 92126-4442

COVERAGES CERTIFICATE NUMBER: 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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR General Liability			72 SBA IUT936	04/01/2021	04/01/2022	EACH OCCURRENCE $2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $1,000,000 MED EXP (Any one person) $10,000 PERSONAL & ADV INJURY $2,000,000 GENERAL AGGREGATE $4,000,000 PRODUCTS - COMP/OP AGG $4,000,000
	POLICY PRO-JECT X LOC OTHER:						
C	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			72 UEC PR7112	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) $1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		72 WEC TR0476	04/01/2021	04/01/2022	X PER STATUTE OTH-ER 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)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
For informational purposes only
9245 ACTIVITY RD
SAN DIEGO CA 92126

CANCELLATION
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
Lisa M. Castaneda

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Certification Profile

State of California Certification

Certification ID : 40936

Legal Business Name
GIGAKOM

Doing Business As (DBA) Name1
GIGAKOM

Doing Business As (DBA) Name2

Office Phone Number
858/769-5408

Business Fax Number
858/769-5408

Business Web Address

Address
3615 Kearny Villa Road
Suite 201
SAN DIEGO
CA 92123

Email:
govplace@gigakom.com

Total Number of Employees
12

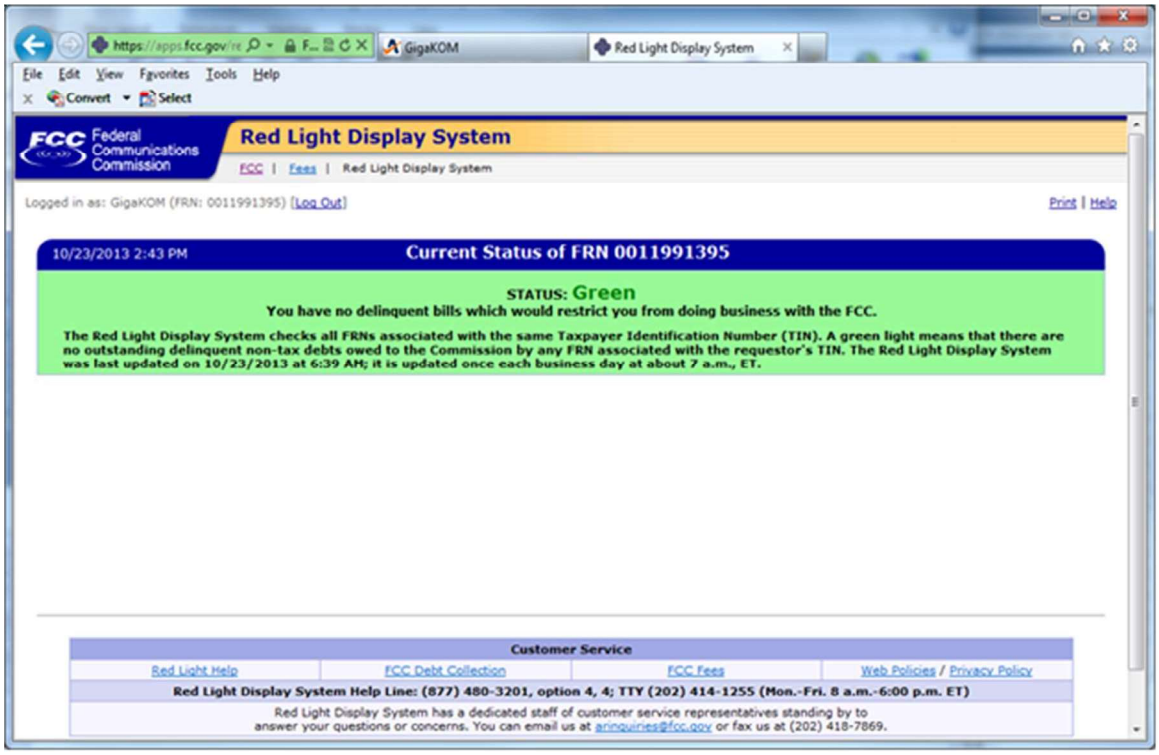
Business Types
Construction , Service

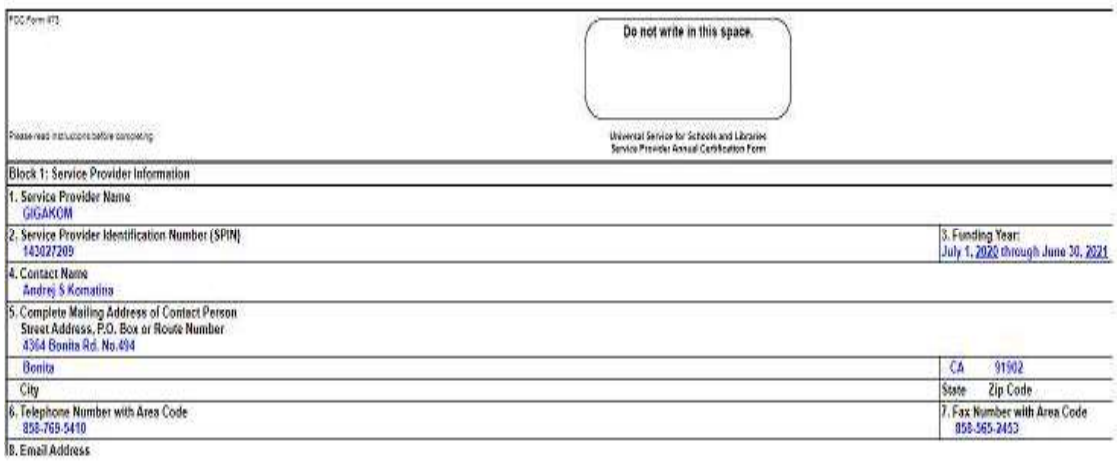
Service Areas
Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

View Keywords | View Classifications

Active Certifications

Certification Type	Status	From	To
SB	Approved	06/16/2020	06/30/2022


GigaKOM
Red Light Display System
File Edit View Favorites Tools Help
Convert Select
Federal Communications Commission
Red Light Display System
FCC | Fees | Red Light Display System
Logged in as: GigaKOM (FRN: 0011991395) [Log Out]
Print | Help
10/23/2013 2:43 PM
Current Status of FRN 0011991395
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 owed to the Commission by any FRN associated with the requestor's TIN. The Red Light Display System was last updated on 10/23/2013 at 6:39 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 4, 4; 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 or fax us at (202) 418-7869.


Do not write in this space.
Universal Service for Schools and Libraries
Service Provider Annual Certification Form
Block 1: Service Provider Information
1. Service Provider Name
GIGAKOM
2. Service Provider Identification Number (SPIN)
143027209
3. Funding Year:
July 1, 2020 through June 30, 2021
4. Contact Name
Andrej S Komarina
5. Complete Mailing Address of Contact Person
Street Address, P.O. Box or Route Number
4364 Bonita Rd. No.494
Bonita
CA
91902
City
State
Zip Code
6. Telephone Number with Area Code
858-769-5410
7. Fax Number with Area Code
858-565-2453
8. Email Address

GIGAKOM

Detail:

Registration Number:	1000003984
Status:	Active
CSLB Number:	910431
Legal Entity Type:	Corporation
Mailing Address:	4364 BONITA RD, #494 BONITA CA 91902
County:	San Diego
Craft:	Consultant
Email:	ak@gigakom.com

Registration History

Effective Date	Expiration Date
7/1/2019	6/30/2022
6/28/2018	6/30/2019
6/7/2017	6/30/2018
6/1/2016	6/30/2017
7/10/2015	6/30/2016
12/16/2014	6/30/2015

12 *Pricing and Data Sheets*

THIS SECTION IS PROPRIETARY AND CONFIDENTIAL

- Pricing is based on volume pricing and any changes may result in price change and additional shipping charges
- Project performance and payment bond might not be included in the price, if requested they will be added as a line item on the total awarded amount
- GigaKOM recommends at least 10% contingency for project for any unforeseen add, move and changes
- GigaKOM recommends at least 25% contingency for possible China tariff charges and COVID delays
- Sales Tax is estimated amount at the time of this proposal, actual sales tax will be calculated upon order execution
- Eligible Products/ Services: GigaKOM is not an erate consultant for eligibility please verify with your consultant or with USAC
- Products provided are original products

- Due to size GigaKOM is providing link to Product Specifications:
  - ENET Optics: http://bit.ly/ENETdata

Magnolia Public Schools
FY2022 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Proposal Signature Page

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220007873 (**Nickname: mps_y25_470_c2)

For the Vendor:

Signature

Abdiel Montes	GigaKOM	143027209
Printed Name and Title	Vendor Name	
03/14/2022	143027209	
Date	SPIN	Pricing Form

Reference # (if using online form)
c2_20220214

This proposal is submitted in response to **SPECIFIC INFORMATION,** section B.1,2,3 _____.
(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.

Authorized Signature	mm/dd/yy
Signature	Date
Name	Title
Printed Name	Title

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

825 N 300 W
Suite C-149
Salt Lake City, UT 84103

855-233-3357
https://netdiverse.com/e-rate-services/
erate@netdiverse.com

Tom Wilkerson
Magnolia Public Schools
250 E 1st Street Ste1500, Los Angeles, CA 90012

3/10/2022

Tom Wilkerson,

We are pleased to provide you with this solution to your 2022 E-Rate Form 470 bid request.

NetDiverse has created a solution to align with YOUR technology needs.

We recommend the reliability and security of Cisco-Meraki hardware and software solutions for our education customers. Our years of experience in the Education sector provide insight into your technology demands, maximizing the benefits available from Cisco-Meraki hardware, Speedgoat Systems cabling/racking assemblies, Vertiv UPS Systems, and our NetDiverse Installation, Configuration Support and Operational Management.

NetDiverse is a reseller and partner of all top-rated networking companies. Within our years of experience selling, managing, and servicing networking products across manufacturers, Cisco-Meraki has proven to exceed the reliability, manageability, and quality standards we set for our clients.

NetDiverse offers Service and Support you can rely upon.

NetDiverse's WiFi and Networking expertise is recognized by our client recommendations. Our service earned the Utah Education and Telehealth Network State Master Contract Award with the highest combined score for Wi-Fi and switching network solutions. In addition to being E-Rate experts and providing outstanding customer service, we deliver Enterprise grade Internet, Voice, and other Networking Services nationwide.

This document contains the following sections:

Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

- **Introduction Letter**
  - This letter which provides you some general information about NetDiverse, our experience and philosophy.
- **Project Summary**
  - Total costs and E-Rate eligibility for each applicable Service Type including: Internal Connections, Basic Maintenance of Internal Connections (BMIC), and Managed Internal Broadband Services (MIBS).
  - Total Project Costs compared to remaining E-Rate Budget with the estimated FCC and Magnolia Public Schools portions.
- **Sales Order Detail**
  - A detailed listing of the Products and Services included in the solution and grouped by Service Type. This section contains most, if not all, of the information required to enter the individual FRN line items in your Form 471 request.
  - A few optional products that can be utilized in addition to, or in lieu of, the products provided in the main Products and Services tables. These products are typically shown with zero (0) quantity.
  - Terms and Conditions of the Agreement created with the Sales order between NetDiverse and Magnolia Public Schools. (Note, if your Form 470 states that we must follow your local requirements, rules, regulations, conditions, etc… we may ask for your assistance to help us understand and follow those requirements.)
  - Signature Page for Execution of the Sales Order. (Please scan and send a copy of the signed sales order to erate@netdiverse.com when you've selected NetDiverse as your Service Provider.

More about this NetDiverse Solution and E-Rate Competitive Bidding Compliance:

This solution was created by an artificial intelligence system utilizing some of NetDiverse's most popular products and information found on your Form 470 submission. The system primarily utilizes the Products and Services section of your Form 470 submission paired with NetDiverse's flagship set of products to create a solution automatically. Product/Service Function, Quantities requested, and other factors to determine which of our flagship products to offer. Although our bidding system is far from perfect, the level of service and support we can provide for our customers is unparalleled. We ask that you please consider us for your E-Rate project.

We hope our solution allows you to select NetDiverse as your Service Provider when comparing our response to other responses for your Form 470. We'll be happy to make reasonable adjustments to our product/service selections and quantities to align with your network needs and requirements. We recommend making these adjustments prior to filing your Form 471.

Here are a couple of examples showing how our system may not align perfectly with your Form 470 intentions, but may still provide enough information for you to select NetDiverse as your Service Provider:

> *Example 1:* Applicant's Form 470 requests 3 separate line items of 20 quantity for Wireless Access Points. The applicant's intent was to ensure there were enough request items for 20 APs, 20 licenses, and 20 mounting

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | https://netdiverse.com/e-rate-services/

brackets. Our bidding system may interpret this as a request for 60 APs and 60 licenses. If the per unit pricing and solution is in alignment with what you're requesting, we ask that you consider our solution and price based on the per unit price and products we offer. We're able to adjust the quantities and/or specific products to meet your requirements. Just call us on 855-233-3357 to discuss adjustments to our bid.

Example 2: Applicant's Form 470 requests Quantity of 200ft of cabling, but the intention was to request 200 units of cable drops. Our bidding system may interpret this request as either 200 patch cables at 1ft each or potentially a 200' fiber optic cable run. Please read the product description carefully as what we offer and what you need may be slightly or significantly different. You may want to consider one of our other products. Feel free to contact us on 855-233-3357 to discuss adjustments and alternatives.

Limitations of Installation Services you may have requested:

NetDiverse is either unable to perform or unable to estimate the labor and travel costs for on-site installation of Racking, Cabling, and Cabling Components, for your entity in your state/region.

Installation of Networking Hardware, such as switches, routers, firewalls, and access points, is available in your region. If you requested Networking Hardware, you may find the estimated Installation Hours and Travel Costs for the Networking Hardware Installation in the "Installation, Configuration, and Travel" section of this Order, but labor for racking, cabling and cabling components is not included.

Remote Configuration Hours are included with this order. Remote Configuration is performed by remote NetDiverse technical personnel in Utah, Montana, or elsewhere.

If our solution does not align perfectly with your needs, we're happy to adjust the quantities and/or adjust to specific products to meet your requirements. Just call us on 855-233-3357 to discuss adjustments to our solution.

Please consider this bid in your 2022 Form 470 evaluation. If our proposed solution arrived after your bidding deadline or we did not follow your bidding requirements pursuant to the information provided on your Form 470 or RFP, AND all other Service Providers failing to follow the same bidding deadlines and requirements are disqualified, you may also disqualify our solution without inclusion in your bid evaluation.

If you have any questions or you would like to review our solution with adjusted quantities or adjusted products, before or after you select NetDiverse as your Service Provider, please call us on 855-233-3357 or email erate@netdiverse.com and we'll adjust our order for you.

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Cordially,

Gary Nieboer
General Manager
NetDiverse

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

E-Rate Sales Order Summary of Total Costs (before FCC Discount)

			Total Price	Total Eligible Portion *(Total Ineligible Portion)*
Internal Connections Products/Services			$122,989.06	$122,989.06 *($0.00)*
Internal Connections Shipping and Handling			$1,496.00	$1,496.00 *($0.00)*
Internal Connections Installation, Configuration, and Travel			$16,891.50	$16,891.50 *($0.00)*
Internal Connections Sales Tax and Fee Contingency**			$14,491.10	$14,491.10 *($0.00)*
Basic Maintenance (BMIC)	$0.00 per month	$13,020.00 Up Front	$13,020.00*	$13,020.00 *($0.00)*

* Total Price for MIBS and BMIC includes the Up Front Price plus 12 monthly charges for July 2022 through June 2023.

	Total Order Price	Total Eligible Portion *(Total Ineligible Portion)*
Total Sales Order	**$168,887.66**	**$168,887.66** *($0.00)*

****CONTIGENCY FOR SALES TAX OR OTHER FEES** is included in this order. A 0.10 contingency fee has been added to this order due to an opinion Sales Tax or other governmental fees may apply to your order. WE WILL ONLY CHARGE TAXES AND FEES BASED ON WHAT IS CHARGED TO US BY GOVERNMENTAL ENTITES. For example, if Sales Tax should be applied to hardware at 8% and to installation services at 2%, but we have the Contingency Fee listed as a conservative 10%, our final invoice will reflect the 8% for hardware and 2% for installation services.

You may contact us on **855-233-3357** or **erate@netdiverse.com** with questions or to make changes to this order.

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | https://netdiverse.com/e-rate-services/

Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

E-Rate Sales Order - Estimated FCC and Magnolia Public Schools Portions of the Project

The attached sales order appears to be within the E-Rate budget for Magnolia Public Schools. This is based on an Estimated Budget for your entity of: $654,256.00. If you believe this estimate is incorrect, you may contact us by calling 855-233-3357 or emailing erate@netdiverse.com.

For your convenience, we estimate the FCC and Client portions of the project here:

Estimated Price Allocations:

Total Order Price = $168,887.66

Total Order Eligible Price = $168,887.66

FCC Portion = $168,887.66 x 85.00% = $143,554.51

Client Portion = $25,333.15

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Date	Account	Form 470
3/10/2022	17003590	220007873

825 N 300 W
Suite C-149
Salt Lake City, UT 84103
855-233-3357
https://netdiverse.com/e-rate-services/
erate@netdiverse.com

SPIN: 143036067

Invoice Type: SPI or BEAR

E-RATE SALES ORDER

Category 2 *Estimated* FCC Discount Rate: **85.00%**

Applicant/Client Address:	Applicant/Client Contact:
Magnolia Public Schools 250 E 1st Street Ste1500, Los Angeles, CA 90012	Tom Wilkerson twilkers@learningtech.org 650-598-0105

This version of the Sales Order was emailed to: twilkers@learningtech.org,erate.mps@learningtech.org

You may contact us on **855-233-3357** or **erate@netdiverse.com** with questions or to make changes to the below order details.

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | https://netdiverse.com/e-rate-services/

Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Products and Services Details

Additional product details may be available in the section preceding Additional Terms and Conditions section of this Sales Order, at our website, at the manufacturers' websites, or by contacting NetDiverse on 855-233-3357

Service Type: Internal Connections

Quantity	Make / Model	Product and Service Summary Description (Function**)	Unit Price (Eligible %)	Unit Ineligible Portion	Total Line Item Price (Ineligible)	Estimated FCC Portion | Client Portion
2,100	NetDiverse / NO BID RESPONSE	NetDiverse will not provide an automated bid response for this item. Antennas	**$0.00** *(100%)*		**$0.00**	$0.00 | **$0.00**
32	NetDiverse / NO BID RESPONSE	NetDiverse will not provide an automated bid response for this item. Antennas	**$0.00** *(100%)*		**$0.00**	$0.00 | **$0.00**
2	Speedgoat Systems / C6-CMP-25C	This product includes items which can be used for approximately 25 Category 6, plenum rated, cable runs in a school, library or commercial location. See Additional Information. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3	**$1,915.06** *(100%)*		**$3,830.12**	$3,255.60 | **$574.52**
2	Speedgoat Systems / MAF12-PT-OS2-PLO-500	Micro Armor Fiber(TM) PRE-TERMINATED 12 strand OS2 Singlemode Plenum Rated Indoor/Outdoor Fiber Optic - Up to 500 feet Black - Pre-Terminated with 24 Connectors (LC default). Does not include Enclosures, patch cables, etc.. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3	**$2,378.54** *(100%)*		**$4,757.08**	$4,043.52 | **$713.56**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

2	Speedgoat Systems / FIB-LIU-PATCH-SFP-PACK	Package of 2 Fiber Enclosures (LIU), 2 2m Fiber Patch Cables, and 2 SFP+ Standard/Generic Transceivers. Compatible with Pre-Terminated MMF or SMF MAF12 Fiber Cables Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3	**$534.24** *(100%)*		**$1,068.48**	$908.21 | **$160.27**
1	Speedgoat Systems / MAF12-PT-OS2-PLO-500	Micro Armor Fiber(TM) PRE-TERMINATED 12 strand OS2 Singlemode Plenum Rated Indoor/Outdoor Fiber Optic - Up to 500 feet Black - Pre-Terminated with 24 Connectors (LC default). Does not include Enclosures, patch cables, etc.. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3	**$2,378.54** *(100%)*		**$2,378.54**	$2,021.76 | **$356.78**
1	Speedgoat Systems / FIB-LIU-PATCH-SFP-PACK	Package of 2 Fiber Enclosures (LIU), 2 2m Fiber Patch Cables, and 2 SFP+ Standard/Generic Transceivers. Compatible with Pre-Terminated MMF or SMF MAF12 Fiber Cables Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3	**$534.24** *(100%)*		**$534.24**	$454.10 | **$80.14**
9	Meraki / MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch Switching	**$6,174.66** *(100%)*		**$55,571.94**	$47,236.15 | **$8,335.79**
9	Meraki / LIC-MS225-48FP-5YR	Meraki MS225-48FP License - 5YR License	**$935.45** *(100%)*		**$8,419.03**	$7,156.18 | **$1,262.85**

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855-233-3357 | erate@netdiverse.com | https://netdiverse.com/e-rate-services/

Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

2	Meraki / MR46-HW	Cisco Meraki MR46 Wi-FI 6 Indoor AP Access Points	**$1,132.03** *(100%)*		**$2,264.05**	$1,924.44 | **$339.61**
2	Meraki / LIC-ENT-5YR	Meraki MR Enterprise License - 5YR License	**$318.90** *(100%)*		**$637.80**	$542.13 | **$95.67**
30	Meraki / MR46-HW	Cisco Meraki MR46 Wi-FI 6 Indoor AP Access Points	**$1,132.03** *(100%)*		**$33,960.78**	$28,866.66 | **$5,094.12**
30	Meraki / LIC-ENT-5YR	Meraki MR Enterprise License - 5YR License	**$318.90** *(100%)*		**$9,567.00**	$8,131.95 | **$1,435.05**
1	NetDiverse / SHIP-HANDLE	Shipping and Handling	**$1,496.00** *(100.0%)*		**$1,496.00**	$1,271.60 | **$224.40**
1	NetDiverse / Sales Tax and Fee Contingency	***CONTIGENCY FOR SALES TAX OR OTHER FEES	**$14,491.10** *(100.00%)*		**$14,491.10**	$12,317.43 | **$2,173.66**

**Service Function shown is typical but may vary depending on Applicant's actual use of the Product or Service. Entry in your Form 471 should reflect Applicant's actual use.

***CONTIGENCY FOR SALES TAX OR OTHER FEES** is included in this order. A 0.10 contingency fee has been added to this order due to an opinion Sales Tax or other governmental fees may apply to your order. WE WILL ONLY CHARGE TAXES AND FEES BASED ON WHAT IS CHARGED TO US BY GOVERNMENTAL ENTITES. For example, if Sales Tax should be applied to hardware at 8% and to installation services at 2%, but we have the Contingency Fee listed as a conservative 10%, our final invoice will reflect the 8% for hardware and 2% for installation services.

You may contact us on **855-233-3357** or **erate@netdiverse.com** with questions regarding Sales Tax and Contingency Fees or to make changes to this order.

Note 3: Regarding Physical Installation Limitations: NetDiverse is either unable to perform or estimate the labor and travel costs for on-site installation of Racking, Cabling, and Cabling Components, for your entity in your state/region. Installation of Networking Hardware, such as switches, routers, firewalls, and access points, is available in your region. If you requested Networking Hardware, you may find the estimated Installation Hours and Travel Costs for the Networking Hardware Installation in the "Installation, Configuration, and Travel" section of this Order, but labor for racking, cabling, and cabling components is not included. Remote Configuration Hours are included with this order. Remote Configuration is performed by remote NetDiverse technical personnel in Utah, Montana, or elsewhere.

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | https://netdiverse.com/e-rate-services/

Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Service Type: Optional Internal Connections items to consider

Quantity	Make / Model	Product and Service Summary Description (Function*)	Unit Price (Eligible %)
0	Speedgoat Systems / MAF12-PT-OS2-PLO-500	Micro Armor Fiber(TM) PRE-TERMINATED 12 strand OS2 Singlemode Plenum Rated Indoor/Outdoor Fiber Optic - Up to 500 feet Black - Pre-Terminated with 24 Connectors (LC default). Does not include Enclosures, patch cables, etc.. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	$2,378.54 *(100%)*
0	Speedgoat Systems / FIB-LIU-PATCH-SFP-PACK	Package of 2 Fiber Enclosures (LIU), 2 2m Fiber Patch Cables, and 2 SFP+ Standard/Generic Transceivers. Compatible with Pre-Terminated MMF or SMF MAF12 Fiber Cables Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	$534.24 *(100%)*
0	Speedgoat Systems / C6A-CMP-25C	This product includes items which can be used for approximately 25 Category 6A, plenum rated, cable runs in a school, library, or commercial location. See Additional Information. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	$3,816.68 *(100%)*
0	NetDiverse and Speedgoat Systems / CUSTOM CABLE SOLUTIONS	Call us to customize your large cable project orders. See examples in Additional Info following the Internal Connection Section of this Order. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	$0.00 *(100%)*
0	NetDiverse and Speedgoat Systems / CUSTOM CABLE SOLUTIONS	Call us to customize your large cable project orders. See examples in Additional Info following the Internal Connection Section of this Order. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	$0.00 *(100%)*

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

0	Speedgoat Systems / C6A-CMP-25C	This product includes items which can be used for approximately 25 Category 6A, plenum rated, cable runs in a school, library, or commercial location. See Additional Information. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	$3,816.68 *(100%)*
0	Speedgoat Systems / C6-CMP-25C	This product includes items which can be used for approximately 25 Category 6, plenum rated, cable runs in a school, library or commercial location. See Additional Information. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	$1,915.06 *(100%)*
0	Speedgoat Systems / CUSTOM LENGTH	Call us to create customized length Pre-Terminated Micro Armor Fiber (MAF) cables for self installation. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	$0.00 *(100%)*
0	NetDiverse and Speedgoat Systems / CUSTOM CABLE SOLUTIONS	Call us to customize your large cable project orders. See examples in Additional Info following the Internal Connection Section of this Order. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	$0.00 *(100%)*
0	Speedgoat Systems / C6A-CMP-25C	This product includes items which can be used for approximately 25 Category 6A, plenum rated, cable runs in a school, library, or commercial location. See Additional Information. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	$3,816.68 *(100%)*
0	Speedgoat Systems / C6-CMP-25C	This product includes items which can be used for approximately 25 Category 6, plenum rated, cable runs in a school, library or commercial location. See Additional Information. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	$1,915.06 *(100%)*

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

0	Speedgoat Systems / CUSTOM LENGTH	Call us to create customized length Pre-Terminated Micro Armor Fiber (MAF) cables for self installation. Cabling and Cabling Systems NO PHYSICAL INSTALLATION OF THIS LINE ITEM IS INCLUDED IN THIS ORDER – Please See Note 3 above	$0.00 *(100%)*
0	Meraki / MS225-24P-HW	Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch Switching	$3,868.03 *(100%)*
0	Meraki / LIC-MS225-24P-5YR	Meraki MS225-24FP License -5YR License	$584.66 *(100%)*
0	Meraki / MS125-24P-HW	Meraki MS125-24P 10G L2 Cld-Mngd 24x GigE 370W PoE Switch Switching	$2,764.40 *(100%)*
0	Meraki / LIC-MS125-24P-5Y	Meraki MS125-24P Enterprise License and Support, 5 Year License	$464.18 *(100%)*
0	Meraki / MS125-48FP-HW	Meraki MS125-48FP 10G L2 Cld-Mngd 48x GigE 740W PoE Switch Switching	$4,811.98 *(100%)*
0	Meraki / LIC-MS125-48FP-5Y	Meraki MS125-48FP Enterprise License and Support, 5 Year License	$807.89 *(100%)*
0	Meraki / MR36-HW	Cisco Meraki MR36 Wi-Fi 6 Indoor AP Access Points	$567.79 *(100%)*
0	Meraki / MR56-HW	Cisco Meraki MR56 Wi-FI 6 Indoor AP Access Points	$1,415.92 *(100%)*
0	Meraki / MR76-HW	Cisco Meraki MR76 Access Points	$1,249.13 *(100%)*
0	Meraki / MA-ANT-25	Meraki Dual Band Patch Antenna Antennas	$247.69 *(100%)*
0	Meraki / MR44-HW	Cisco Meraki MR44 Wi-FI 6 Indoor AP Access Points	$922.65 *(100%)*

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

0	Meraki / MR36-HW	Cisco Meraki MR36 Wi-Fi 6 Indoor AP Access Points	$567.79 *(100%)*
0	Meraki / MR56-HW	Cisco Meraki MR56 Wi-FI 6 Indoor AP Access Points	$1,415.92 *(100%)*
0	Meraki / MR76-HW	Cisco Meraki MR76 Access Points	$1,249.13 *(100%)*
0	Meraki / MA-ANT-25	Meraki Dual Band Patch Antenna Antennas	$247.69 *(100%)*
0	Meraki / MR44-HW	Cisco Meraki MR44 Wi-FI 6 Indoor AP Access Points	$922.65 *(100%)*

Internal Connections: Installation, Configuration, and Travel

Quantity	Make / Model	Product / Service Summary Description Ineligible in Orange	Unit Price *(Eligible %)*	Total Line Item Price *(Ineligible)*	Estimated FCC Portion	Estimated Client Portion
59.00	NetDiverse / INST-LAB	**E-Rate Eligible Installation Labor Hours**	$172.50 *(100%)*	**$10,177.50**	$8,650.88	**$1,526.63**
1	NetDiverse / TRAVEL	**E-Rate Eligible Travel and Per Diem Costs**	$3,690.00 *(100%)*	**$3,690.00**	$3,136.50	**$553.50**
36	NetDiverse / REM-CON	**E-Rate Eligible Remote Config Labor Hours**	$84.00 *(100%)*	**$3,024.00**	$2,570.40	**$453.60**

Service Type: Basic Maintenance of Internal Connections

Quantity	Make / Model	Product and Service Summary Description (Function*)	Unit One-Time Price *(Eligible %)*	Unit *Ineligible* Portion	Total Line Item Price *(Ineligible)*	Estimated FCC Portion | Client Portion
155	NetDiverse / TEL-TECH-SUPPORT	Basic Maintenance - Hourly Fee for NetDiverse Remote Technical Support - Invoiced as support occurs BMIC Basic Tech Support	**$84.00** *(100%)*		**$13,020.00**	$11,067.00 | **$1,953.00**

**Service Function shown is typical but may vary depending on Applicant's actual use of the Product or Service. Entry in your Form 471 should reflect Applicant's actual use.

*** Each BMIC line item above either has a manufacturer's license which is charged "one time" for the license term OR Technical Support which is invoiced hourly as the service occurs, which is also "one time" and not monthly. When filing your Form 471, please utilize the "One-Time Costs" section for all BMIC entries.

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Additional Product Details:

Some of the products and services listed above have additional information in their product descriptions. For the products that apply, the basic description and additional description are shown here:

Internal Connections**: NetDiverse / NO BID RESPONSE:** NetDiverse will not provide an automated bid response for this item.: **Additional Information:** "Antennas, Cabling, and Connectors" is a broad category that may refer to transceivers, miscellaneous cabling parts, antennas, etc. Our Automated bid response system is unable to determine which product is required for Applicant network. We will be happy to adjust this Sales Order to include an appropriate response for this line item. Please contact us to adjust this line item response according to your needs.

Internal Connections**: NetDiverse / NO BID RESPONSE:** NetDiverse will not provide an automated bid response for this item.: **Additional Information:** "Antennas, Cabling, and Connectors" is a broad category that may refer to transceivers, miscellaneous cabling parts, antennas, etc. Our Automated bid response system is unable to determine which product is required for Applicant network. We will be happy to adjust this Sales Order to include an appropriate response for this line item. Please contact us to adjust this line item response according to your needs.

Internal Connections**: Speedgoat Systems / C6-CMP-25C:** This product includes items which can be used for approximately 25 Category 6, plenum rated, cable runs in a school, library or commercial location. See Additional Information.: **Additional Information:** 4,000ft of ICC Category 6 Plenum Rated cable (ICC ICCABP6VXX or equivalent) - Color Choices available (default is blue), 1 ICC 48 port Patch Panel (ICC/IC107BP482 or equivalent), 2RMS with blank ports for HD Jacks, 50 Category 6 ICC HD Jacks or equivalent (ICC/IC1078F6XX or equivalent)) - Color Choices available (default is 25 white jacks plus 25 black jacks), 25 category 6 patch cables (FS.com/C6-UTPSGPVCXX-Y.Y or equivalent) - Color Choices available (default is blue) - Choice of 1', 3', or 5' length (default is 1'), 25 Wall Plates OR Surface Mount "biscuit jacks" compatible with HD Jacks listed above (Manufactured by ICC or equivalent), Color Choices available (default is white) - Style choices include: single port single gang wall plate(ICC/IC107F01XX), two port single gang wall plate (ICC/IC107F02XX), and/or single port surface mount biscuit jacks (ICC/IC107SB1XX) (default is 25 single port single gang wall plates), 25 3.11" D-Rings for Cable Support (Senior Industries/SI-4754 or equivalent), 1 Horizontal Cable Management Panel, Double Sided, with Finger Ducts (Wavenet/PDH-DSW-2U or equivalent)

Internal Connections**: Speedgoat Systems / C6A-CMP-25C:** This product includes items which can be used for approximately 25 Category 6A, plenum rated, cable runs in a school, library, or commercial location. See Additional Information.: **Additional Information:** 4,000ft of ICC Category 6A Plenum Rated cable (ICC ICCABP6AXX or equivalent) - Color Choices available (default is blue), 1 ICC 48 port Patch Panel ICC/IC107BP482 or equivalent), 2RMS with blank ports for HD Jacks, 50 Category 6A ICC HD Jacks or equivalent (ICC/IC107GACXX or equivalent)) - Color Choices available (default is 25 white jacks plus 25 black jacks) , 25 category 6A patch cables (FS.com/C6ASFTPSGPVC or equivalent) - Color Choices available (default is blue) - Choice of 1', 3', or 5' length (default is 1'), 25 Wall Plates OR Surface Mount "biscuit jacks" compatible with HD Jacks listed above (Manufactured by ICC or equivalent) - Color Choices available (default is white) - Style choices include: single port single gang wall plate(ICC/IC107F01XX), two port single gang wall plate (ICC/IC107F02XX) , and/or single port surface mount biscuit jacks (ICC/IC107SB1XX) (default is 25 single port single gang wall plates), 25 3.11" D-Rings for Cable Support (Senior Industries/SI-4754 or equivalent), 1 Horizontal Cable Management Panel, Double Sided, with Finger Ducts (Wavenet/PDH-DSW-2U or equivalent)

Internal Connections**: NetDiverse and Speedgoat Systems / CUSTOM CABLE SOLUTIONS:** Call us to customize your large cable project orders. See examples in Additional Info following the Internal Connection Section of this Order.: **Additional Information:** Customized Orders available for: Standard and Custom Length Fiber Cable, Terminations, Fiber Enclosures, Copper Cable Spools/boxes, Jacks, Patch Panels, Patch Cables, Cable Tray, J Hooks, Threaded Rods, Sammys, Raceway, Fiber Test Tools, Cleavers, Fusion Splicers, OTDR equipment, Category 6 Test Equipment, etc.

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

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Internal Connections**: Speedgoat Systems / C6A-CMP-25C:** This product includes items which can be used for approximately 25 Category 6A, plenum rated, cable runs in a school, library, or commercial location. See Additional Information.: **Additional Information:** 4,000ft of ICC Category 6A Plenum Rated cable (ICC ICCABP6AXX or equivalent) - Color Choices available (default is blue), 1 ICC 48 port Patch Panel ICC/IC107BP482 or equivalent), 2RMS with blank ports for HD Jacks, 50 Category 6A ICC HD Jacks or equivalent (ICC/IC107GACXX or equivalent)) - Color Choices available (default is 25 white jacks plus 25 black jacks) , 25 category 6A patch cables (FS.com/C6ASFTPSGPVC or equivalent) - Color Choices available (default is blue) - Choice of 1', 3', or 5' length (default is 1'), 25 Wall Plates OR Surface Mount "biscuit jacks" compatible with HD Jacks listed above (Manufactured by ICC or equivalent) - Color Choices available (default is white) - Style choices include: single port single gang wall plate(ICC/IC107F01XX), two port single gang wall plate (ICC/IC107F02XX) , and/or single port surface mount biscuit jacks (ICC/IC107SB1XX) (default is 25 single port single gang wall plates), 25 3.11" D-Rings for Cable Support (Senior Industries/SI-4754 or equivalent), 1 Horizontal Cable Management Panel, Double Sided, with Finger Ducts (Wavenet/PDH-DSW-2U or equivalent)

Internal Connections**: Speedgoat Systems / C6-CMP-25C:** This product includes items which can be used for approximately 25 Category 6, plenum rated, cable runs in a school, library or commercial location. See Additional Information.: **Additional Information:** 4,000ft of ICC Category 6 Plenum Rated cable (ICC ICCABP6VXX or equivalent) - Color Choices available (default is blue), 1 ICC 48 port Patch Panel (ICC/IC107BP482 or equivalent), 2RMS with blank ports for HD Jacks, 50 Category 6 ICC HD Jacks or equivalent (ICC/IC1078F6XX or equivalent)) - Color Choices available (default is 25 white jacks plus 25 black jacks), 25 category 6 patch cables (FS.com/C6-UTPSGPVCXX-Y.Y or equivalent) - Color Choices available (default is blue) - Choice of 1', 3', or 5' length (default is 1'), 25 Wall Plates OR Surface Mount "biscuit jacks" compatible with HD Jacks listed above (Manufactured by ICC or equivalent), Color Choices available (default is white) - Style choices include: single port single gang wall plate(ICC/IC107F01XX), two port single gang wall plate (ICC/IC107F02XX), and/or single port surface mount biscuit jacks (ICC/IC107SB1XX) (default is 25 single port single gang wall plates), 25 3.11" D-Rings for Cable Support (Senior Industries/SI-4754 or equivalent), 1 Horizontal Cable Management Panel, Double Sided, with Finger Ducts (Wavenet/PDH-DSW-2U or equivalent)

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

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Internal Connections**: Meraki / MR46-HW:** Cisco Meraki MR46 Wi-FI 6 Indoor AP: **Additional Information:** Wi-Fi 6 (802.11ax) with Multigigabit Ethernet

Internal Connections**: Meraki / MR36-HW:** Cisco Meraki MR36 Wi-Fi 6 Indoor AP: **Additional Information:** Cloud-managed Wi-Fi 6 (802.11ax)

Internal Connections**: Meraki / MR56-HW:** Cisco Meraki MR56 Wi-FI 6 Indoor AP: **Additional Information:** Wi-Fi 6 (802.11ax) with Multigigabit Ethernet

Internal Connections**: Meraki / MR76-HW:** Cisco Meraki MR76: **Additional Information:** Outdoor and Industrial Wi-Fi 6

Internal Connections**: Meraki / MR44-HW:** Cisco Meraki MR44 Wi-FI 6 Indoor AP: **Additional Information:** Wi-Fi 6 (802.11ax) with Multigigabit Ethernet

Internal Connections**: Meraki / MR46-HW:** Cisco Meraki MR46 Wi-FI 6 Indoor AP: **Additional Information:** Wi-Fi 6 (802.11ax) with Multigigabit Ethernet

Internal Connections**: Meraki / MR36-HW:** Cisco Meraki MR36 Wi-Fi 6 Indoor AP: **Additional Information:** Cloud-managed Wi-Fi 6 (802.11ax)

Internal Connections**: Meraki / MR56-HW:** Cisco Meraki MR56 Wi-FI 6 Indoor AP: **Additional Information:** Wi-Fi 6 (802.11ax) with Multigigabit Ethernet

Internal Connections**: Meraki / MR76-HW:** Cisco Meraki MR76: **Additional Information:** Outdoor and Industrial Wi-Fi 6

Internal Connections**: Meraki / MR44-HW:** Cisco Meraki MR44 Wi-FI 6 Indoor AP: **Additional Information:** Wi-Fi 6 (802.11ax) with Multigigabit Ethernet

BMIC: **NetDiverse / TEL-TECH-SUPPORT:** Basic Maintenance - Hourly Fee for NetDiverse Remote Technical Support - Invoiced as support occurs: **Additional Information:** Remote Technical Support provided by telephone, email ticketing, or chat for the Maintenance for Troubleshooting, Configuration, Firmware updates, and basic support of Applicant's Network. This Basic Maintenance Service is invoiced hourly for time spent by NetDiverse or it's contractors when providing technical support or assistance for E-Rate Eligible Products and Services. If Technical Support is provided for hardware and services that are not 100% E-Rate Eligible, the ineligible portion will be invoiced outside E-Rate allowing this service item to be 100% E-Rate Eligible. This service is not a license, software, warranty, etc... it is for ad hoc Technical Support activities only. Each Quantity listed and/or invoiced is for 1 hour of remote technician assistance. This is not a monthly service.

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Additional Terms and Conditions Specific to this Sales Order:

NetDiverse and its affiliates* provide Networking, Installation, Configuration, and Management solutions to over 150 School Districts and Libraries nationwide. These services are available almost anywhere in the "lower 48" states.

> *NetDiverse, Frugal Telecom (aka Bridger Partners), and Frubu (aka Tamarack Networks and E-Rate Gear) are all affiliated companies (similar or related ownership.) These companies operate separately due to vendor agreements. We share this information with you for full transparency of who we are. You may receive one or more unique solutions from each of these companies in response to your Form 470 request.

Installation and Configuration assistance may be decoupled from most NetDiverse E-Rate solutions. Many of our clients have the skills and time required to perform the physical installation of our products themselves, but they require Remote Configuration assistance from our team. To select or de-select Installation and/or Configuration, please contact us by calling 855-233-3357 or emailing erate@netdiverse.com.

NetDiverse follows and complies with FCC Lowest Corresponding Price Rules.

By signing this order, Client retains the right, for 5 full E-Rate funding years, to purchase ANY E-Rate Eligible NetDiverse Products and Services pursuant to the then current NetDiverse pricing which complies with E-Rate's Lowest Corresponding Price (LCP) rule.

The pricing for bundles and components specifically outlined on this order are valid until September 30, 2023, but client may purchase pursuant to our current pricing per the above term as well.

NetDiverse will not place service orders without approval from client to process this order. The project is considered approved when any of the following occur:

1. USAC/FCC approve funding for the project and approves Client's Form 486 filing for the Funding Request.
2. Client provides approval by email or fax.
3. Client provides approval by sending a Purchase Order aligned with the Terms and Conditions of this order to NetDiverse

NetDiverse may not order equipment or schedule installation prior to payment receipt. This is equal to the "Client Portion" under SPI invoicing and the full value of the Order under BEAR invoicing.

Some preliminary engineering and planning may begin under NetDiverse's sole option prior to payment and funding by Client/FCC. Shipment, scheduling, and installation will only begin once the client portion of the payment for products and services is received by NetDiverse, funding for this order is approved by USAC/FCC, and client's Form 486 is approved by USAC/FCC.

Pricing only includes installation and configuration if specifically indicated in the sales order. Configuration services are performed remotely by NetDiverse. Installation services may include time for project management, engineering, planning, and on-site physical installation of equipment. The total Installation and/or Configuration time allocated per this and/or subsequent Sales Orders will be performed by NetDiverse or its subcontractors. If additional time is required to complete an installation, which is rare, NetDiverse will inform Client of this as soon as practical and provide estimates and pricing for the additional required labor.

If labor for installation of cabling or hardware is include in the Sales Order, this is an estimate of the quantity of labor hours to be performed. If fewer hours of labor are performed than outlined on this and/or subsequent Sales Orders, then the actual amount of hours performed will be invoiced to the customer and FCC.

NetDiverse has updated and will update it's SPAC prior to the E-Rate Form 471 Application Deadline each year.

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Customer and NetDiverse further agree to file necessary paperwork in a timely fashion with the School and Libraries Division of the Universal Service Fund to ensure timely reimbursements to either the School or NetDiverse depending on the invoicing method.

Unless stated otherwise, Funding Approval for Licenses are typically requested under the Category 2 Service Type of “Internal Connections” and are required for reasonable performance of the equipment in a network environment. Some clients and USAC reviewers may find a license better fits a Basic Maintenance Service Type. Although we believe licenses are typically “Internal Connections” the actual selection should be made based upon the primary purpose of the license in the Applicant’s opinion.

NetDiverse DOES NOT UTILIZE ANY PRODUCTS OR COMPONENTS FROM HUAWEI, ZTE, OR ANY OTHER “COVERED COMPANY” DESIGNATED BY THE FCC AS PROHIBITED.

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Magnolia Public Schools 2022 E-Rate – NetDiverse Sales Order – A

Sales Order Agreement

This sales order is an Agreement between the following Parties:

NetDiverse, LLC, (hereafter, "NetDiverse, LLC", **"NetDiverse"**, "Company", "Service Provider", "we", "us"), a Montana Limited Liability Company, with offices located at 825 N 300 W, Suite C-149, Salt Lake City, UT 84103; AND

Magnolia Public Schools, (hereafter, "Magnolia Public Schools ", "Client", "Customer", "Applicant", "you", etc…) an Applicant as defined under the FCC/USAC Schools and Libraries Program with a Billed Entity Number of: 17003590

This Sales Order, "Sales Order Terms, Conditions, and Definitions" in conjunction with the "NetDiverse Terms and Conditions" and "NetDiverse E-Rate Terms and Conditions" as found on the NetDiverse website https://netdiverse.com/e-rate-services/ ("Agreement") shall govern the relationship of the Parties with respect to the purchase of items listed on this Sales Order or any subsequent purchases.

UPLOADING THIS AGREEMENT TO USAC FOR FUNDING PURPOSES, WITH OR WITHOUT APPLICANT SIGNATURE, IS EXECUTION OF THIS AGREEMENT BY APPLICANT AND ACCEPTANCE OF ALL NetDiverse TERMS & CONDITIONS IN THIS SALES ORDER AND ON THE NetDiverse WEBSITE. IF EDITS ARE MADE TO THIS DOCUMENT OTHER THAN APPLICANT SIGNATURE ROWS FOUND IMMEDIATELY BELOW, THE DOCUMENT WILL BE CONSIDERED INVALID AND NOT EXECUTED.

NetDiverse	**Magnolia Public Schools**
Signature	Applicant Signature
Gary Nieboer	
Name	Name
General Manager	
Title	Title
3/10/2022	
Date	Date

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·ACT
TECHNOLOGY SOLUTIONS
PHONE 866-XACT-FIX
WEB WWW.XACTTS.COM

"TECHNOLOGY" IS OUR MIDDLE NAME

3/10/22

WE HAVE PREPARED A PROPOSAL FOR:

Magnolia Public Schools
250 E 1St Street STE1500
Los Angeles, CA 90012
213-628-3634
erate.mps@learningtech.org

Billed Entity Number: 17003590
FCC Registration Number: 0025215294

Contact Information: Tom Wilkerson
twilkers@learningtech.org

650-598-0105 ext.210

BIDS DUE MARCH 18, 2022 12:00 PM

X·ACT TECHNOLOGY SOLUTIONS
PHONE 866-XACT-FIX
WEB WWW.XACTTS.COM

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COMPANY DATA

X-act Technology Solutions, Inc.(XTS) has become a leading provider of Network Cabling Services and Fiber installations in California, and concentrating on local cities and businesses has allowed us to be more personal and accessible to our clients. With our Main office in Los Angeles and additional offices in Orange and Ventura Counties we are capable of providing dedicated attention to Our clients through our close proximity and exceptional staff. We value and support the communities we serve and believe this is evident in our dealings and work relationships we have with Governmental Agencies and Private Corporations. We invite you to contact our references as we feel these are an ultimate measure of our service.
X-act Technology Solutions, Inc.(XTS) provides a multitude of Information Technology Services such as:

Network Services	**I.T. Staffing**	**24 x 7 IT Support**
Voice/Data Cabling	**Outsourced Help Desk**	**Security Cameras**
Backbone Fiber	**VoIP Phone Systems**	**Wide Area Wi-Fi**

X-act Technology Solutions, Inc. (XTS), is a provider of Pure IP Voice, IP Telephony, IT Networking, Desktop Computer, Security, Cabling, and Wireless data solutions. We hold a C-10 license for electrical as well as a spin number for E-rate funding. For over a decade **XTS** has served the small-to-medium-size and Enterprise businesses network communications needs, along with educational institutions and government entities in California. We are a proud re-seller of ShoreTel, Cisco Meraki. BerkTek/Leviton, Siemon, Hubbell, Superior Essex/Ortronics, HP and Microsoft certified. We insure that all our technicians are up-to-date on all the latest technology and are certified in a variety of hardware & software applications, this means that you and your staff are always working with a qualified professional.

Office: 1920 Hillhurst ave #1134 Los Angeles, CA 90027 **Contractors License Number 726924 C-10**
Emergency/Primary Contact Ed Coleman (818) 465-6765 Ed@xactts.com CA corporation (2007)
EIN Number 27-1434731 **DIR Number 1000008257 SPIN Number 143037537**
3 offices in California 14 Cable Technicians - NO POLICY REGARDING SOURCE CODE

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MEET OUR STAFF

Direct Qualifications, Experience & Certifications of Proposed Key Team Members

- **Adam Skinner – CEO/Technical Project Manager (818) 465-6760 askinner@xactts.com**
  - Bachelors Degree From DeVry with a Double Major in: Business Administration and Network and Communications Management
  - 15 Years Working in the IT industry
  - 12 Years as CEO of X-act Technology Solutions
  - ShoreTel Certified
  - Microsoft: MCSE
  - VMware: VSP & VTSP
  - CompTIA: Network+ & Security+
  - Cisco: CCENT & CCNA

- **Ed Coleman – COO/ Contract Manager (818) 465-6765 ed@xactts.com**
  - Bachelors Degree From Loyola Marymount University
  - 20+ years Project Management
  - 10 Years COO of X-act Technology Solutions
  - Leviton/Berktek Certified Installer
  - Superior Essex/Ortronics Certified Installer
  - Manages Existing Contracts with City Clients in So Cal.
  - Is Readily Available to Work on any Contract Changes that May Arise.

- **Michael Thompson – Sr. Network Admin (818) 465-6762 mthompson@xactts.com**
  - Bachelors Degree From Fresno State with a Major in: Business Information Systems
  - 12 Years Working in the IT industry
  - 6 years working for X-act Technology Solutions
  - Shoretel Certified
  - Microsoft: MCSE
  - VMware: VTSP
  - CompTIA: A+
  - Cisco: CCENT & CCNA
  - Supported Customers with As many as 400 + Users.

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MR. DAVID ABRAMIAN
Lead Cable Technician/Electrician
BICSI, LIVE SCANNED

Mr. Abramian runs a crew of 10 Technicians at verious projects in and around LA County. His Crews specialize in the installation of all Voice and Data cabling including Cat 3, Cat 5, Cat 6 and Cat 6A. He also specializes in SM and MM Fiber as well in Conduit, Panduit, J-Hooks and Data Closets, including Racks, Patch Panels and Patch Cords. He is a certified electrician and handles all of our C-10 licensing needs. He is Certified Cisco Meraki, Siemon, Hubbell, BerkTek/Leviton and Superior Essex/Ortronics.

MR. ERIC GARCIA
Lead Cable Technician
BICSI, LIVE SCANNED

Mr. Garcia is one of top Cabling Technicians. He leads a crew of 4 installers in the SD area, installing Cat 3,4,5 and 6 cable as well as SM and MM fiber, Server room build outs, new racks, patch cords, Waps, patch panels etc. He is certified in Siemon, Hubbell, BerkTek/Leviton and Superior Essex/Ortronics. He continues his education in new technology and has a Bachelor's of Science from Fresno State University.

MR. DOUG MOORE
Lead Cable Technician
BICSI, LIVE SCANNED

Mr. Moore is one of top Cabling Technicians. He leads a crew of 2 installers in La County, installing Cat 3,4,5 and 6 cable as well as SM and MM fiber, Server room build outs, new racks, patch cords, Waps, patch panels etc. He is certified in Corning, Siemon, Hubbell, BerkTek/Leviton and Superior Essex/Ortronics and continues educational training with various classes that Graybar and others offer.

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REFERENCES

CITY OF HAWAIIAN GARDENS – HAWAIIAN GARDENS, CA $1,000,000 / Year
CAT6A Data Cabling, Fiber, Cameras
Customer Established: November 2018 – Current
We installed over 800 CAT6 cable drops and Patch Panels, Fiber, and a ShoreTel Voip phone system for over 100 users. Installed over 100 HD Cameras w/cat 6A cable
Information Technology Manager: Sergio Cueva (562) 884-0421, sergio@hgcity.org

LITTLE LAKE CITY SCHOOL DISTRICT – SANTA FE SPRINGS, CA $179,000
NEW FIBER for E-rate
Customer Established: November 2019 – Current
XTS Is installing new fiber across 8 school sites and the district office.
Director of Technology: Ignacio Mejia (562) 868-8241 x 2253 imejia@llcsd.net

COLLEGE OF THE SEQUIAS – VISALIA, CA $350,000 / Year
CAT 6 Data Cabling, Access Points, Fiber
Customer Established: Dec 2019 - Current
COS chose XTS to provide over 1080 drops of CAT 6. We also installed Patch Panels, Fiber and Data Cabinets.
Manager, Infrastructure & Security: Greg Meinert (559) 737-6210 gregm@cos.edu

Pleasant Valley School District – CAMARILLO, CA. $345,000/ Yr
CAT 6 CABLING/ FIBER/AP's for E-rate
Customer Established: Dec 2019 – Current
XTS installed Cat 6 cable for over 1000 Drops. Installed 6 drops in each class room. Installed wireless AP's, Fiber, data racks/ Server room build out.
Technology Manager: Devin Holzer (805) 389-2110 x1151 dholzer@pleasantvalleysd.org

APPLE VALLEY UNIFIED SCHOOL DIST – APPLE VALLEY, CA $2,000,000 / Year
CAT 6A Data Cabling, Security Cameras
Customer Established: Sept 2020 - Current
AVUSD chose XTS to provide over 1300 drops of CAT 6A. We also installed 676 Avigilon Cameras, Conduit, J hooks, patch cords and Bird Spikes at 15 schools.
Low Voltage Specialist: Larry Batts (760) 247-8001 ext 20626 larry_batts@avusd.org

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03/5/2022 1:28 AM **Current Status of FRN 0023097793**

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 03/05/2022 at 6:34 AM; it is updated once each business day at about 7 a.m., ET.

DIR

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Expiration Date
X-ACT TECHNOLOGY SOLUTIONS	1000008257	LOS ANGELES	LOS ANGELES	CSLB:726924	Active	06/30/2022

C-10

726924

Business Information

X-ACT TECHNOLOGY SOLUTIONS
1920 HILLHURST AVE #1134
LOS ANGELES, CA 90027
Business Phone Number:(818) 465-6765

Entity Sole Ownership
Issue Date 08/29/1996
Expire Date **08/31/2022**

License Status

This license is current and active.

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SAMPLE TEST RESULTS

LINKWARE CABLE TEST MANAGEMENT SOFTWARE

Cable ID: CASCADE 1ST FLOOR COMMONS **Test Summary: PASS**

Date / Time: 07/09/2014 08:58:57 AM
Headroom 4.3 dB (NEXT 12-45)
Test Limit: TIA Cat 6 Perm. Link
Cable Type: Cat 6 UTP
Calibration Date: 02/22/2013

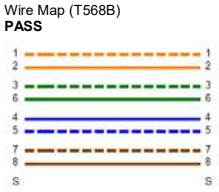
Operator: JH KELLY
Software Version: 2.7400
Limits Version: 1.9300
NVP: 69.0%

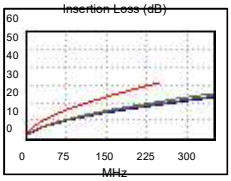
Model: DTX-1800
Main S/N: 2331363
Remote S/N: 2331364
Main Adapter: DTX-PLA002
Remote Adapter: DTX-PLA002

~~Length (ft), Limit 295~~	~~[Pair 45]~~	~~199~~
Prop. Delay (ns), Limit 498	[Pair 36]	319
Delay Skew (ns), Limit 44	[Pair 36]	25
Resistance (ohms)	[Pair 36]	10.4
Insertion Loss Margin (dB)	[Pair 36]	10.6
Frequency (MHz)	[Pair 36]	250.0
Limit (dB)	[Pair 36]	31.1

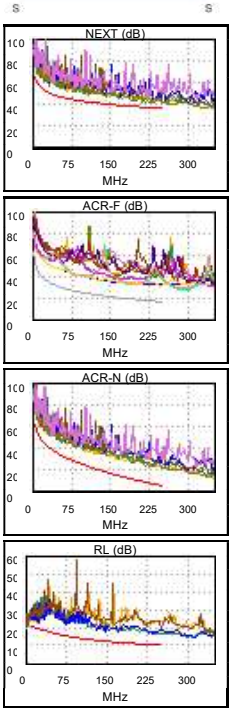
199 ft

Wire Map (T568B)
PASS





	Worst Case Margin		Worst Case Value	
PASS	MAIN	SR	MAIN	SR
Worst Pair	12-45	12-45	36-78	12-45
NEXT (dB)	4.4	4.3	4.5	4.6
Freq. (MHz)	196.5	209.0	250.0	236.5
Limit (dB)	37.1	36.6	35.3	35.7
Worst Pair	12	12	12	12
PS NEXT (dB)	4.4	5.4	4.4	5.4
Freq. (MHz)	235.5	236.0	235.5	236.0
Limit (dB)	33.1	33.1	33.1	33.1
PASS	MAIN	SR	MAIN	SR
Worst Pair	45-78	45-78	78-12	12-78
ACR-F (dB)	13.7	13.6	15.1	14.6
Freq. (MHz)	186.0	187.5	246.0	246.0
Limit (dB)	18.8	18.7	16.4	16.4
Worst Pair	78	78	78	78
PS ACR-F (dB)	14.3	14.8	14.3	14.8
Freq. (MHz)	189.5	177.0	197.5	200.0
Limit (dB)	15.6	16.2	15.3	15.2
N/A	MAIN	SR	MAIN	SR
Worst Pair	12-36	12-45	36-78	12-45
ACR-N (dB)	10.1	8.1	16.1	16.4
Freq. (MHz)	20.0	20.4	250.0	236.5
Limit (dB)	45.2	45.0	4.2	5.6
Worst Pair	36	45	36	12
PS ACR-N (dB)	9.7	9.0	15.3	17.2
Freq. (MHz)	20.1	20.8	249.0	236.0
Limit (dB)	42.7	42.4	1.7	3.0
PASS	MAIN	SR	MAIN	SR
Worst Pair	12	45	36	45
RL (dB)	2.9	3.4	5.9	5.4
Freq. (MHz)	20.9	23.0	245.0	235.5
Limit (dB)	19.4	19.2	10.1	10.3



Compliant Network Standards:

10BASE-T	100BASE-TX	100BASE-T4
1000BASE-T	ATM-25	ATM-51
ATM-155	100VG-AnyLan	TR-4
TR-16 Active	TR-16 Passive	

Project: JHK LVSD WIFI PROJECT
Untitled1

Site: LVSD

FLUKE networks

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SOW

Project Overview:
o MSA-SA – 800 feet multimode 10 Gbps fiber cabling w/LC connectors.
o MSA-1 – 9600 feet CAT6 or better copper cabling, plus related components, to support eight indoor and four outdoor WAPs.
o MSA-2 – 400 feet CAT6 or better copper cabling, plus related components to support two outdoor WAPs.

Internal Connections – Excluding Firewalls
Project Overview:
o MSA-SA – Four Aruba Switches w/licenses, four SFP+ transceivers per switch.
o MSA-1 – Eight indoor and four outdoor WAPs. Four Aruba Switches w/licenses, four 10 Gbps SFP+ transceivers per switch, eighteen WAPs w/licenses.
o MSA-2 – Two outdoor AP

Basic Maintenance of Internal Connections
Project Overview:
o MSA-SA – Four Aruba Switch licenses
o MSA-1 – Eight indoor and four outdoor WAP licenses. Four Aruba Switch licenses, eighteen WAP licenses.
o MSA-2 – Two outdoor AP licenses

Hubbell® Premise Wiring

Division of HUBBELL INCORPORATED (Delaware)

X-act Technology Solutions

Of

Los Angeles, California

is a Certified Installer Company for the Hubbell Premise Wiring

MISSION CRITICAL® Program

Certified Since 2019

Michael R. O'Connor, RCDD/NTS, CSI
Senior Director – Premise Wiring Business Unit

March 3, 2021

Expires March 3, 2023

HUBBELL PREMISE WIRING MC 25 SYSTEM WARRANTY

Powered by BoardOnTrack

OASIS
Certified experts. Guaranteed results.

CERTIFIED INTEGRATOR

X-act Technology Solutions, Inc., Inc.

1920 Hillhurst Ave. Suite 1134, Los Angeles, CA, 90027

is authorized to register and install Structured Cabling Systems under the terms and conditions of Berk-Tek's Open Architecture Systems Interconnection Solutions (OASIS) Program.

CERTIFICATE VALID:
1/1/20 through 12/31/22

CERTIFICATION NUMBER:
OASIS4792

Berk-Tek®
A NEXANS COMPANY

Heather M. Zynn
CONTRACTOR PROGRAMS MANAGER

Powered by BoardOnTrack

Certificate of Acknowledgement

Presented by The Siemon Company

This acknowledges that

X-act Technology Solutions, Inc.

Of

Los Angeles, CA

meets the requirements of a Siemon Registered Installer and is authorized to provide a 15 year product warranty on Siemon connecting hardware.

Date of Issue: November 6, 2019

Regional Training Manager

SIEMON™

IS-1831-07 Rev B – 3/26/99

Powered by BoardOnTrack

Magnolia Public Schools - Regular Board Meeting - Agenda - Thursday March 24, 2022 at 6:00 PM

Certificate of Partnership

Fiscal Year 2022

X-ACT TECHNOLOGY SOLUTIONS, INC

UNITED STATES

is an approved member of the HPE Partner Ready Program and qualifies as a Aruba Business Partner.

Jim Harold
Vice President
North America Aruba Channel

aruba
a Hewlett Packard Enterprise company

Magnolia Public Schools
FY2022 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Proposal Signature Page

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220007873** (Nickname: mps_y25_470_c2)

For the Vendor:

Ed Coleman

Signature

ED COLEMAN COO — X-ACT TECHNOLOGY SOLUTIONS, INC.

Printed Name and Title — Vendor Name

3/12/22 — 143037537 — CAT 2

Date — SPIN — Pricing Form

Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION,** section B.1-3

B.1 -B.3 Category 2, 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.	
Authorized Signature	Date
Signature Name	Date
Printed Name	Title

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Additional Category 2 Provisions

(Vendor Signature Required)

As described in the Request For Proposals [RFP] for "Applicant" (noted below) for E-Rate Eligible Products and Services Funding Year 2022: 7/1/2022 - 6/30/2023, the RFP and all addenda issued pursuant to it shall be incorporated by reference into the final contract. The following additional provisions are also incorporated.

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.

Vendor will provide the completed USAC standard upload template for contracted products/services (available here: https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/), 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.

Applicant reserves the right to:

1) Not proceed with contracted products/services unless approved by Applicant Board
2) Not proceed with contracted products/services unless E-Rate funding is approved
3) Not proceed with contracted products/services if E-Rate funding is lower than requested
4) Optionally proceed with contracted products/services with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
5) Optionally proceed with contracted products/services with 'same functionality' products as needed (service substitution)

After written notification of contract award and before the start of work, the Vendor will receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products/services pursuant to the contract awarded as a result of the RFP. Vendors must not deliver products or start work before being so advised in writing, and in no case prior to April 1 preceding the start of the funding year.

Vendor will invoice Applicant only for its Applicant share of cost, regardless of: when the project is initiated or whether FCDL has been issued before project start. All invoices will 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. Vendor will invoice USAC for reimbursement of the E-Rate discounted amount via the Service Provider Invoicing (SPI) method. *Invoices for non-recurring costs must not be dated prior to July 1 of the relevant funding year*, even if Applicant authorizes early implementation.

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

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necessary (such as due to "product end of life" situations caused by the delay). Labor rates, where applicable, will 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. Additionally, 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.

Contract expiration date is explicitly 9/30/2023 for Internal Connections and 6/30/2023 for Basic Maintenance of Internal Connections. The parties shall have the right to mutually agree to extend the delivery and expiration date of this project in the event of delayed FCDL or as needed for Applicant convenience.

Vendors providing installation services will provide detailed asset summary upon completion of installation to include (as applicable): serial number, location of equipment, configuration documentation, test results.

Executed on the date(s) set forth below, by duly authorized agents for the respective parties.

	Applicant	**Vendor**
Name of Organization	Magnolia Public Schools	X-ACT TECHNOLOGY SOLUTIONS, INC
E-Rate ID **Establishing Form 470**	BEN: 17003590 # 220007873	SPIN: 143037537
Address	250 East 1st Street, Suite 1500	1920 HILLHURST AVE #1134
Address	Los Angeles, CA 90012	LOS ANGELES, CA 90027
Phone	213-628-3634	818 465-6765
Authorized Signer Name		ED COLEMAN
Authorized Signer Title		COO
Authorized Signer Email		ED@XACTTS.COM
Signature		Ed Coleman
Date		3/12/22

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Proposal Signature Page

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220007873** (Nickname: mps_y25_470_c2)

For the Vendor:

Signature

ED COLEMAN COO	X-ACT TECHNOLOGY SOLUTIONS, INC.	
Printed Name and Title	Vendor Name	
3/12/22	143037537	CAT 2
Date	SPIN	Pricing Form

Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION,** section B.1-3
B.1 -B.3 Category 2, 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.

Authorized Signature	Date
Signature	Date
Name	Title
Printed Name	Title

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Groups

Conversations

Search conversations within er...

New conversation

My groups
Recent groups
All groups
Favorite groups

Starred conversations

erate.mps

Conversations 99+
Members
About
My membership settings

You may add, subtract, and change the quantities and products/services included in this solution by emailing or calling

Once you've completed your evaluations and selected NetDiverse as your Service Provider, you may begin to submit y

If you have any questions, would like to change anything on the attached order, or need assistance filing your Form 47

We look forward to working with you.

Thanks,

Gary Nieboer

P.S. NetDiverse and our affiliated companies are able to provide a variety of solutions including Cisco, Cisco HPE-Aruba, Cambium, Ubiquiti, and others. We can also provide custom cabling systems solutions. If you wo discuss customized cabling solutions, please call us and we can discuss alternative solutions.

--

NetDiverse
Beyond Bandwidth

...

NetDiverseSales...

Tom Wilkerson <twilkers@learningtech.org>
to NetDiverse E-Rate, Magnolia Public Schools

Thanks Gary for the quick response.

Tom Wilkerson
Senior E-Rate Consultant
T: 650-598-0105 ext 210
F: 866-801-8667
www.learningtech.org
FY2022 FCC Form 471 application filing window will open on Wednesday, January 12, 2022, and will close on Tuesday, March 2
E-Rate does not get sick, take days off or vacations.

> On Mar 11, 2022, at 4:56 PM, Gary Nieboer <netdiverse-crm@netdiverse.com> wrote:
>
> Tom,
>
> Thank you for your email.
>
> I reviewed our automated response to your Form 470 and the RFP. The products you requested (mostly Aruba) were not
>
> I do not believe our solution aligns well with the district's needs, so we will just rescind our offer so you do not need to cc
>
> Thanks,
>
> Gary
>
> Sent by NetDiverse using Odoo.

Reply all | Reply to author | Forward

Magnolia Public Schools
FY2022 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

E-Rate Eligible Category 2 Products and Services

Funding Year 2022: 7/1/2022 – 6/30/2023

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220007873** (Nickname: mps_y25_470_c2

Submit QUESTIONS about this RFP or associated Form 470 by email to:

erate.mps@learningtech.org

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of **QUESTIONS** is **12pm PST,**
20 calendar days from the Certified Date
shown on the associated Form 470.

143027209

Submit PROPOSALS, including Signature Page and Pricing Form by email[1] to:

erate.mps@learningtech.org

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of PROPOSALS is **12pm PST,**
28 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

MSA-SA 2840 W. 1st Street, Santa Ana, CA 92703
MSA-1 18238 Sherman Way, Reseda, CA 91335
MSA-2 17125 Victory Blvd., Van Nuys, CA 91406

[1] In the unlikely event of technical difficulties, please contact the Technical Contact indicated on the Form 470.

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PART 2 – SPECIFIC INFORMATION

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.

PLEASE NOTE (per https://www.usac.org/e-rate/applicant-process/competitive-bidding/):

> **Requests for Proposal**
> The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use "RFP" or "RFP document" generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

Thus, a formal response to each paragraph of this RFP is neither required nor desired.

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 current situation and desired solutions)
- Proposal submission details:
  - Questions email and deadline
  - Submission mechanism and deadline
  - Vendor meeting dates and times (if applicable)
- 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.**

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SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. Applicant Background

The following background information about the Applicant may be helpful in preparing a responsive bid.

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.

General Description

Magnolia Public Schools is a 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, 1 school in San Diego, and no annexes. MPS applies for E Rate as a "charter district."

Network Topology

Each MPS site has its own Direct Internet Access [DIA] supplied by Charter;

- 5 Gbps for Central Office
- 10 Gbps for MSA-1 Reseda
    - MSA-5 Los Lobos (colocated with MSA1 until further notice, therefore does not require separate service for 2022-2023 school year)
- 5 Gbps for MSA-2 Valley
- 5 Gbps for MSA-3 Carson
- 5 Gbps for MSA-4 Venice
- 1 Gbps for MSA-6 Palms
- 5 Gbps for MSA-7 Elementary
- 10 Gbps for MSA-8 Bell
- 10 Gbps for MSA-SD
- 10 Gbps for MSA Santa Ana

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Entities/Sites

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).

#	Site Name Address	BEN
	Magnolia Public Schools District 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590
1	**Magnolia Science Academy Carson (MSA-3)** 1254 East Helmick Street Carson, CA 90746	16056858
2	**Magnolia Science Academy Venice (MSA-4)** 11330 West Graham Place Los Angeles, CA 90064	16056859
3	**Magnolia Science Academy Bell (MSA-8)** 6411 Orchard Avenue Bell, CA 90201	17016161
4	**Magnolia Science Academy San Diego (MSA-SD)** 6525 Estrella Avenue San Diego, CA 92120	16056862
5	**Magnolia Science Academy (MSA-1)** 18238 Sherman Way Reseda, CA 91335 (MPOE is in 18220 Sherman Way building)	234483
6	**Magnolia Science Academy Los Lobos (MSA-5)** 18220 Sherman Way Reseda, CA 91335 (previously at 18230 Kittridge St., Reseda w/ CED of **12/5/22**)	16056860
7	**Magnolia Science Academy Santa Ana (MSA-SA)** 2840 W. 1st Street Santa Ana, CA 92703	16056863
8	**Magnolia Science Academy Valley (MSA-2)** 17125 Victory Blvd. Van Nuys, CA 91406	16056857
9	**Magnolia Science Academy Elementary Northridge (MSA-7)** 18355 Roscoe Blvd. Northridge, CA 91325	16028804
10	**Magnolia Public Schools Central Office** 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776
11	**Magnolia Science Academy Palms (MSA-6)** 1512 Arlington Ave Los Angeles, CA 90019	16056861

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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)

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 , appropriately sized UPS
c. IDFs to contain: patch panel, switches, appropriately sized UPS
d. All IDF and MDF equipment will be mounted on standard 19-inch racks

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B.1 Category 2, Internal Connections – Cabling

Internal Connections – Cabling Projects						
Project Overview: ○ MSA-SA – 800 feet multimode 10 Gbps fiber cabling w/LC connectors. ○ MSA-1 – 9600 feet CAT6 or better copper cabling, plus related components, to support eight indoor and four outdoor WAPs. ○ MSA-2 – 400 feet CAT6 or better copper cabling, plus related components to support two outdoor WAPs.						
Recipient of Service	**470 Function 471 Type of Product**	**Specifications**	**Make**	**Model**	**Qty**	**Install/ Config**
MSA-SA MSA-1 MSA-2	Antennas, connectors, and related components Connectors	This Type of Internal Connection is relevant for cabling projects (e.g., faceplates, conduit, j-hooks, mounting hardware) Parts and installation as needed to ensure a complete and working solution based on the specifications provided.	Any	Any	2100	Yes / Yes
MSA-SA	Cabling Cabling	Fiber Cabling 5 runs, 800 feet, 12 strands/run 50/125 µm 10 Gbps-rated multimode w/LC connectors On all strands	Any	Any	800	Yes / Yes
MSA-1	Cabling Cabling	Copper Cabling 22 drops, 9600 feet At least CAT6 or better	Any	Any	9600	Yes / Yes
MSA-2	Cabling Cabling	Copper Cabling 2 drops, 400 feet At least CAT6 or better	Any	Any	400	Yes / Yes

Other Technical Specifications:

- General Specs
  - Bid should include all components needed to make system operational
  - Parts, installation, and activation required
  - All wiring, including patch panels and face plates, 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 (in source form, preferably Visio)
  - 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 runs should be properly terminated at both patch panels and wall plates, unless otherwise indicated
  - Bids to include removal and disposal of old wiring (separate subtotal)

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- Copper Specs
  - All copper cable should be CAT6 or better, except when supplementing existing, properly installed CAT5e with additional runs, in which case CAT5e may be used
  - Where required by applicable codes, plenum cable shall be used
  - Each classroom should have 1 (or 2) Power over Ethernet [PoE] port(s) at ceiling level to run wireless access point(s). Larger rooms (e.g., gym, multipurpose room, school library) *may* need more than one access point for adequate coverage; coverage is defined by both the ability of the AP to give radio signal strength to a given area and the AP's ability to handle the number of simultaneous connections anticipated for a given area. (WAP specifications are detailed below.)
  - Other drops should be located near A/C power outlets available for end-user equipment
  - All new runs over 100 meters or between buildings or from MDF to IDFs should normally use fiber optic cable, minimum spec 12-strand 50/125 µm multimode fiber, rated at 10 Gbps, with LC-type terminations on all strands
  - All copper wiring must be in compliance with TIA/EIA 568/569-D standards. (This is not to be confused with T568A and T568B termination punch order standards.)

Other Specifications:

- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- 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
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**

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B.2 Category 2, Internal Connections – Network Components (excluding firewalls)

Internal Connections – Excluding Firewalls

Project Overview:

- MSA-SA – Four Aruba Switches w/licenses, four SFP+ transceivers per switch.
- MSA-1 – Eight indoor and four outdoor WAPs. Four Aruba Switches w/licenses, four 10 Gbps SFP+ transceivers per switch, eighteen WAPs w/licenses.
- MSA-2 – Two outdoor AP

Recipient of Service	470 Function 471 Type of Product	Specifications	Make	Model	Qty	Install/ Config
MSA-SA MSA-1	Antennas, connectors, and related components Transceiver	SFP+ Module (10 Gbps) with LC connectors Multi-mode	Any	Any	32	Yes / Yes
MSA-SA (4) MSA-1 (4) MSA-2 (1)	Switches Switch	Ports: 48 Ethernet (RJ-45 10/100/1000 ports) 4 Fiber (SFP+ port 10 Gbps) 48 ports PoE+-capable Layer 2 QoS Managed	Aruba	Any	9	Yes / Yes
MSA-SA MSA-1	WAP Access Point	Supports at least 40 devices PoE+ (requires CAT6 or better wiring) Forward compatible to 802.11n, or better Wave2	Aruba	Any	30	Yes / Yes
MSA-2	WAP Access Point	Outdoor AP Supports at least 250 devices PoE+ (requires CAT6 or better wiring) Forward compatible to 802.11n, or better Wave2	Aruba	Any	2	Yes / Yes
MSA-SA MSA-1 MSA-2 (1)	Switch License	5-year	Aruba	Any	9	Yes / Yes
MSA-SA MSA-1	WAP License	5-year	Aruba	Any	30	Yes / Yes
MSA-2	WAP License	Outdoor AP 5-year	Aruba	Any	2	Yes / Yes

Other Technical Specifications:

- Bid should include all power adapters or other components needed to make system operational

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Other Specifications:

- Include line-item costs in proposal for: product, shipping, installation, configuration
  - Installation to be performed by vendor
  - Configuration to be performed by vendor
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- 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
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**
- **NOTE: Licenses are listed in both Internal Connections and Basic Maintenance of Internal Connections on the Form 470 as a precaution to cover situations where manufacturers include a support component in their hardware licenses, yet still ensure all required Categories of Service are included on the Form 470**

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B.3 Category 2, Basic Maintenance of Internal Connections

Basic Maintenance of Internal Connections						
Project Overview: ○ MSA-SA – Four Aruba Switch licenses ○ MSA-1 – Eight indoor and four outdoor WAP licenses. Four Aruba Switch licenses, eighteen WAP licenses. ○ MSA-2 – Two outdoor AP licenses						
Recipient of Service	**470 Function 471 Type of Product**	**Specifications**	**Make**	**Model**	**Qty**	**Install/ Config**
MSA-SA MSA-1 MSA-2 (1)	Switch License	5-year	Aruba	Any	9	Yes / Yes
MSA-SA MSA-1	WAP License	5-year	Aruba	Any	30	Yes / Yes
MSA-2	WAP License	Outdoor AP 5-year	Aruba	Any	2	Yes / Yes

Other Specifications:

- Include line item costs in proposal for: product, shipping, installation, configuration
- Vendor to provide detailed specifications for any additional equipment required for a complete and working solution
- The Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. If you want to be sure you have provided all the required data elements for your proposal to be considered, please use the Pricing Form. **No deviation may be introduced between the submitted Pricing Form and any resulting contract**
- 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 as may be required to complete the full project
- Service Provider Invoicing [SPI]: unless expressly negotiated otherwise, Applicant selects Service Provider Invoicing via this notice and prior to the submission of the Form 471, consistent with FCC regulation **§54.514 Payment for discounted service**
- NOTE: Licenses are listed in both Internal Connections and Basic Maintenance of Internal Connections on the Form 470 as a precaution to cover situations where manufacturers include a support component in their hardware licenses, yet still ensure all required Categories of Service are included on the Form 470.

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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**.[2]

☑ A Vendor Walk Through will be held at **date** and **time** and **location** to be announced via RFP Amendment. **Applicant's COVID safety measures must be followed.**

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**.[3]

Sign-in and a printed 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.

[2] In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.
[3] In the event less than 3 responsive bidders have complied, Applicant, in its sole discretion, reserves the right to waive this requirement if it is deemed in its best interest.

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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 for new services
- 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
- 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 the Applicant receives less than two (2) responsive bids, the Applicant, at its sole discretion, reserves the right, but is not obligated, to waive individual disqualification factors (other than program/legal non-compliance) for any other bids received in an effort to further ensure fair and open competitive bidding.

All qualified proposals will be evaluated using the following factors and weights.

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Criterion	Weight
Cost of eligible products and services[4] during *initial* contract term	25%
Functionality/completeness/specifications of proposed solution[5]	24%
Low cost of *in*eligible products and services[6] during *initial* contract term	19%
Contract terms and conditions[7]	9%
Extent to which a single-provider, turnkey solution is provided[8]	9%
Vendor qualifications[9]	7%
Quality of proposal documentation[10]	7%
Total	**100.00%**

E. OTHER SPECIFICS

No additional specifications are available.

[4] This criterion is required and must be the most heavily weighted, per E-Rate program rules.

[5] 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.

[6] Such as firewall services or bid bonds.

[7] Among other considerations: 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. Flexibility to not proceed at all, or reduce project scope, contingent on E-Rate funding, etc.

[8] *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract/single vendor mostly/completely addresses all the requirements; however, use of subcontractors is acceptable.

[9] Factors to be considered include: technical credentials, staff certifications, industry experience, references, and E-Rate compliance/experience/track record. Attendance at optional walk-through will be considered a plus.

[10] 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). The extent to which the proposal documents are clear, complete, consistent, accurate, and adhere to RFP requirements. Also, vendor responsiveness during bid evaluation.

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Proposal Signature Page

Applicant	**Magnolia Public Schools**
Billed Entity Number	**17003590**
Establishing Form 470	**220007873** (Nickname: mps_y25_470_c2)

For the Vendor:

Signature

Abdiel Montes	GigaKOM	143027209
Printed Name and Title	Vendor Name	
03/14/2022	143027209	
Date	SPIN	Pricing Form

Reference # (if using online form)
c2_20220214

This proposal is submitted in response to **SPECIFIC INFORMATION,** section B.1,2,3 _____.
(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.

Authorized Signature	mm/dd/yy
Signature	Date
Name	Title
Printed Name	Title

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Magnolia Public Schools
FY2022 E-Rate Request for Proposals

Additional Category 2 Provisions

(Vendor Signature Required)

As described in the Request For Proposals [RFP] for "Applicant" (noted below) for E-Rate Eligible Products and Services Funding Year 2022: 7/1/2022 - 6/30/2023, the RFP and all addenda issued pursuant to it shall be incorporated by reference into the final contract. The following additional provisions are also incorporated.

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.

Vendor will provide the completed USAC standard upload template for contracted products/services (available here: https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/), 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.

Applicant reserves the right to:

1) Not proceed with contracted products/services unless approved by Applicant Board
2) Not proceed with contracted products/services unless E-Rate funding is approved
3) Not proceed with contracted products/services if E-Rate funding is lower than requested
4) Optionally proceed with contracted products/services with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
5) Optionally proceed with contracted products/services with 'same functionality' products as needed (service substitution)

After written notification of contract award and before the start of work, the Vendor will receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products/services pursuant to the contract awarded as a result of the RFP. Vendors must not deliver products or start work before being so advised in writing, and in no case prior to April 1 preceding the start of the funding year.

Vendor will invoice Applicant only for its Applicant share of cost, regardless of: when the project is initiated or whether FCDL has been issued before project start. All invoices will 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. Vendor will invoice USAC for reimbursement of the E-Rate discounted amount via the Service Provider Invoicing (SPI) method. *Invoices for non-recurring costs must not be dated prior to July 1 of the relevant funding year*, even if Applicant authorizes early implementation.

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

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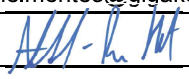
necessary (such as due to "product end of life" situations caused by the delay). Labor rates, where applicable, will not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay. Additionally, Applicant has 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.

Contract expiration date is explicitly 9/30/2023 for Internal Connections and 6/30/2023 for Basic Maintenance of Internal Connections. The parties shall have the right to mutually agree to extend the delivery and expiration date of this project in the event of delayed FCDL or as needed for Applicant convenience.

Vendors providing installation services will provide detailed asset summary upon completion of installation to include (as applicable): serial number, location of equipment, configuration documentation, test results.

Executed on the date(s) set forth below, by duly authorized agents for the respective parties.

	Applicant	**Vendor**
Name of Organization	Magnolia Public Schools	
E-Rate ID **Establishing Form 470**	BEN: 17003590 # 220007873	SPIN: 143027209
Address	250 East 1st Street, Suite 1500	9245 Activity Road, St 105
Address	Los Angeles, CA 90012	San Diego, CA 92126
Phone	213-628-3634	213-289-3061
Authorized Signer Name		Abdiel Montes
Authorized Signer Title		Account Manager
Authorized Signer Email		abdielmontes@gigakom.com
Signature		
Date		03/14/2022

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Cover Sheet

Approval of Updated MPS Health and Safety Policy and Injury and Illness Prevention Program (“IIPP”) COVID-19 Addendum

Section: IV. Action Items
Item: D. Approval of Updated MPS Health and Safety Policy and Injury and Illness Prevention Program (“IIPP”) COVID-19 Addendum
Purpose: Vote
Submitted by:
Related Material:
Updated MPS Health and Safety Policy and Injury and Illness Prevention Program (“IIPP”) COVID-19 Addendum.pdf

Board Agenda Item #	IV D: Action Item
Date:	March 24, 2022
To:	Magnolia Public Schools - Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Derya Hajmeirza, MPS Human Resources Director
RE:	Updated MPS Health and Safety Policy and Injury and Illness Prevention Program ("IIPP") COVID-19 Addendum

Proposed Board Motion

I move that the board approve the updated MPS Health & Safety Policy alongside the Injury Illness Prevention Program ("IIPP") COVID-19 addendum.

Introduction

- The policy has been updated based on the guidance provided by the Centers for Disease Control and Prevention ("CDC"), the California Department of Public Health ("CDPH"), and several county public health officials. The policy is intended for organization-wide implementation at each facility that will be operated by MPS.

Background

- The board had approved the IIPP COVID-19 addendum and the MPS health and safety policy during the August 2020, and September 2020, February, March, April, May, July, August, September, November, December 2021, January, February, and March 2022 board meetings. In accordance with the most updated health orders, the Home Office COVID-19 Response Team updated the policy.

Analysis (If applicable)

- This policy is provided and updated by Young, Minney & Corr, LLP and conform to the standards and practices in the latest guidance (i.e., CDPH and Cal-OSHA, local county, and authorizing agency).

MPS Health and Safety Policy for COVID-19 updates are as follows:

- Testing and reporting: Employees may not use self-administered and self-read at-home rapid antigen tests unless observed by the employer or authorized telehealth proctor for purposes of clearing isolation or for establishing a positive case for purposes of being excused from weekly testing for 90 days following recovery from COVID-19.
- Masking:
  - Indoor masking is optional for MSA-Santa Ana, San Diego, and Home Office regardless of vaccination status.

Budget Implications: There are no budget implications.

Exhibits (attachments):

- Updated MPS Health and Safety Policy (with redline)
- Updated MPS Health and Safety Policy (without redline)

Updated on 03/01/2022

HEALTH AND SAFETY POLICY FOR COVID-19

It is the policy of Magnolia Public Schools ("Charter School") to take all reasonable measures to prevent the spread of the novel coronavirus disease ("COVID-19") among students and staff. In accordance with this policy, the Charter School is temporarily implementing health and safety measures to mitigate the spread of COVID-19 as the Charter School resumes in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing alternative measures can provide additional layers of safety. This Policy includes both mandatory measures (using terms "shall" or "will") as well as recommended measures intended to guide decisions in light of practical limitations.

This Policy is based on guidance provided by the Centers for Disease Control ("CDC"), the California Department of Education ("CDE"), the California Department of Public Health ("CDPH"), and relevant county public health officials. The Governor and each county public health official is vested with the authority to impose health and safety standards, which may vary by locality in response to different local conditions. The Charter School will, as necessary, consult with their county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions to individually determine whether more or less stringent measures are necessary to align with the applicable public health orders. The Charter School will fully cooperate with county public health officials regarding the screening, monitoring and documentation that will be required to permit careful scrutiny of health outcomes associated with the return to in-person instruction on Charter School campuses.

This Policy constitutes the COVID-19 Infection Control Plan for each Charter School worksite. Prior to resuming in-person instruction, the Home Office COVID-19 Response Team shall perform a comprehensive risk assessment of all work areas and work tasks in accordance with guidance from CDPH and this Policy. The following staff member(s) is (are) responsible for implementing this Policy at each campus:

School Name	Staff Members	Phone Number
Magnolia Science Academy-1	Home Office COVID-19 Response Team	213-628-3634
	MSA-1 Compliance Task Force Team	818-609-0507
Magnolia Science Academy-2	Home Office COVID-19 Response Team	213-628-3634
	MSA-2 Compliance Task Force Team	818-758-0300
Magnolia Science Academy-3	Home Office COVID-19 Response Team	213-628-3634
	MSA-3 Compliance Task Force Team	310-637-3806
Magnolia Science Academy-4	Home Office COVID-19 Response Team	213-628-3634
	MSA-4 Compliance Task Force Team	310-473-2464
Magnolia Science Academy-5	Home Office COVID-19 Response Team	213-628-3634
	MSA-5 Compliance Task Force Team	818-705-5676
Magnolia Science Academy-6	Home Office COVID-19 Response Team	213-628-3634
	MSA-6 Compliance Task Force Team	310-842-8555
Magnolia Science Academy-7	Home Office COVID-19 Response Team	213-628-3634
	MSA-7 Compliance Task Force Team	818-886-0585
Magnolia Science Academy-8	Home Office COVID-19 Response Team	213-628-3634
	MSA-8 Compliance Task Force Team	323-826-3925
Magnolia Science Academy-Santa Ana	Home Office COVID-19 Response Team	213-628-3634

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	MSA-SA Compliance Task Force Team	714-479-0115
Magnolia Science Academy-San Diego	Home Office COVID-19 Response Team	213-628-3634
	MSA-SD Compliance Task Force Team	619-644-1300
MPS Home Office	Home Office COVID-19 Response Team	213-628-3634

In addition to in-person instruction, the Charter School will also offer optional independent study as an alternative to in-person instruction in the 2021-22 school year. Independent study will also be made available for students for whom in-person instruction poses a heightened risk of infection.

1. Limited Access to Campus. As school campuses open for fully in-person instruction in the 2021-22 school year, California public health authorities have relaxed restrictions on access to school campuses; however, the ongoing threat of COVID-19 and the public health orders in effect necessitate that the following precautions be maintained:

- The Charter School may limit nonessential visitors' access to the Charter School campus and may limit the number of students and staff with whom they come into contact, based on, among other factors, the current levels of community transmission, the vaccination status of any such visitor, and the relative importance of the visit's purpose.
- The Charter School will exclude from the campus any employee, student, parent, caregiver or visitor who refuses to take or does not pass a Wellness and Temperature Screening.
- All visitors to a Charter School Campus must wear a face mask while inside any Charter School building, vehicle, or other enclosed space if that school has a mask requirement still in place. Visitors to these campuses may wear a face shield with a drape along the bottom if they are unable to wear a mask due to a medical condition, mental health condition, or disability, or if they are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Any parent or guardian picking up a student who has been placed on isolation or quarantine must stay outside campus and the student will be brought to them for dismissal.
- Signage shall be posted at all public entrances to the Charter School warning visitors not to enter if they have COVID-19 symptoms.
- Students excluded from campus on the basis of an elevated temperature or other COVID-19 related symptoms may be provided with Independent Study opportunities to support their

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academic success to the greatest extent possible during exclusion.

- Students and employees who are well but who have a household member that has been diagnosed with COVID-19 are directed to notify the COVID-19 Compliance Officer, who will consult with other Charter School staff to determine whether the student or staff member can continue coming to school with a modified quarantine in light of current guidance and this Policy.
- Per Cal/OSHA requirements, the Charter School shall exclude staff members who have symptoms consistent with COVID-19 or who have had a close contact with a positive COVID-19 case and are not vaccinated.
- Health and safety standards and procedures shall be applied equally to all users of a public school campus that is subject to a co-location arrangement.
- Implement health screenings of students and staff upon arrival at school (see Section 2).
- To the extent that non-parent visitors are required to enter the Charter School Campus, the School will take the following precautions:
    - Non-parental visitors will be allowed on campus via appointment only.
    - Non-parental visitors must pre-register in a visitor's log, which includes the visitor's name, email address, and phone number.
    - Non-parental visitors will only be allowed to enter specific areas to conduct their business.
    - Visitors to MSA-2, 3, 4, 6, and 8 must complete daily screening questions using LAUSD's Daily Pass or at the entrance to the school.

2. Wellness Checks and Temperature Screenings:

- *COVID-19 Symptoms*. Currently, the CDC has identified the following as potential symptoms of COVID-19:
    - Fever or chills
    - Cough
    - Shortness of breath or difficulty breathing
    - Fatigue
    - Muscle or body aches
    - Headache
    - New loss of taste or smell
    - Sore throat
    - Congestion or runny nose
    - Nausea or vomiting

- Diarrhea

- In-person wellness checks administered under this Policy shall:
  - Confirm that the subject has not experienced COVID-19 symptoms in the prior 48 hours or potentially been exposed to COVID-19, by soliciting the following information:
    - Have you had any one or more of these symptoms today or within the past 48 hours? Are these symptoms new or not explained by another reason?
      - Fever or chills
      - Cough
      - Shortness of breath or difficulty breathing
      - Fatigue
      - Muscle or body aches
      - Headache
      - New loss of taste or smell
      - Sore throat
      - Congestion or runny nose
      - Nausea or vomiting
      - Diarrhea
    - Do you live in the same household with, or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus? Close contact means being within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the person is isolated.
  - If the student, staff, parent, or, visitor answers “no” to all questions, he or she may enter the school.
  - If the student, staff, parent, or visitor answers “yes” to any of the questions, he or she may not enter the school. Employees, parents, and visitors answering “yes” must leave immediately and will be instructed to self-isolate until further instructions are given by the COVID-19 Compliance Officer. Students answering “yes” will be isolated and must leave as soon as pickup can be arranged and then will be instructed likewise.
  - Students, staff, parents, or, visitors have had close contact with an individual who has tested positive shall return home to self-quarantine as per CDPH and local guidance.
    - However, the Charter School will not exclude such individuals with close contact exposure and not require them to return home or self-isolate if they are both asymptomatic and fully-vaccinated against COVID-19. Should an

asymptomatic and fully-vaccinated individual be exposed to COVID-19, the Charter School reserves the right to request proof of vaccination for COVID-19 before allowing the individual on campus.

- Students and staff are encouraged to screen themselves for symptoms at home before coming to campus.
- Students and staff of MSA-2, 3, 4, 6, and 8 may be subject to further health check procedures as required by LAUSD.
- A check in area should be established on campus for health screenings to be performed privately and with enough space to allow physical distancing.

- *Campus Screening Logistics*:
  - Each employee and visitor to the school site shall be screened for COVID-19 symptoms before entering the school site.
  - Temperature and wellness screenings will be performed by a trained school employee at all Charter School Campuses to the extent feasible.

3. COVID-19 Compliance Task Force and Compliance Officer. State and local health orders require that schools designate a task force and liaison to be responsible for receiving and sharing information on COVID-19 policies, positive cases, and exposures. The Charter School shall comply with these requirements by implementing the following measures:

- The Charter School will comply with and implement the "COVID-19 Exposure Management Plan Guidance in TK-12 Schools," promulgated by the Los Angeles County Department of Public Health ("LAC DPH"). If the LAC DPH Exposure Management Plan is updated such that this Policy becomes materially inconsistent with it, the Charter School will follow the current Exposure Management Plan.
- The Charter School will establish a Compliance Task Force. The Compliance Task Force is responsible for establishing and enforcing all COVID-19 safety protocols, as well as ensuring all Charter School students and staff receive appropriate COVID-19 education. The names and contact information for all Compliance Task Force members are referenced above on pages one and two of this policy
- The Charter School will designate a "COVID-19 Compliance Officer," to act as a liaison between the local county public health department and the Charter School, in the event of a COVID-19 cluster or outbreak at the Charter School. The name and contact information for the Charter School's COVID-19 Compliance Officer is referenced above on pages one and two of this policy.
- The COVID-19 Compliance Officer shall monitor trends in absences and the prevalence of symptoms and illnesses among students and staff on campus to help isolate them promptly, as

needed.

- The COVID-19 Compliance Officer shall be the point of contact responsible for sharing information on positive cases and exposures to relevant state and local health departments, as detailed in the Exposure Management Plan section of this Policy.
- The COVID-19 Compliance Officer shall conduct COVID-19 Task Force meetings no less than twice per month to identify areas for improving the enforcement and results of this Policy.

4. COVID-19 Testing and Reporting. Testing, in conjunction with vaccination, face masking, and other safety protocols, is a key factor in preventing COVID-19 infection. In keeping with the recommendations and requirements of state and local health departments, the Charter School shall implement the following testing and reporting procedures:

- When testing students or employees for COVID-19, the Charter School will use FDA-Authorized viral COVID-19 tests, including a Nucleic Acid Amplification Test (NAAT, such as a Polymerase Chain Reaction test or an Antigen test. An FDA-authorized over-the-counter test is acceptable for student screening so long as the results can be verified, but may not be used for the periodic testing of school employees required by the CDPH in lieu of vaccination.
- Testing will be applied on symptomatic[1], response[2], and asymptomatic[3] bases.
- The Charter School's COVID-19 Compliance Officer must be made aware of all positive student and staff test results and shall report those results to local public health officials as required by law.
- Per Cal/OSHA Emergency Temporary Standards, the Charter School will provide testing at no cost to employees during paid time for:
    - Symptomatic unvaccinated employees, regardless of whether there is a known exposure,
    - Unvaccinated employees after an exposure,

[1] Symptomatic testing "is used for individuals with symptoms of COVID-19, either at home or at school."

[2] Response testing "is used to identify positive individuals once a case has been identified in a given stable group. Response-based testing can be provided for symptomatic individuals or for asymptomatic individuals with known or suspected exposure to an individual infected with SARS-CoV-2."

[3] Asymptomatic testing is "used for surveillance, usually at a cadence of every 2 weeks or less frequently, to understand whether schools have higher or lower rates of COVID19 rates than the community, to guide decisions about safety for schools and school administrators, and to inform LHDs about district level in-school rates. Asymptomatic testing can also be used for screening, usually at a higher cadence (weekly or twice weekly) than surveillance testing, to identify asymptomatic or pre-symptomatic cases, in order to exclude cases that might otherwise contribute to in-school transmission."

- Vaccinated employees after an exposure if they develop symptoms,
- Unvaccinated employees in an outbreak (three or more employee cases), or
- All employees in a major outbreak (20 or more employee cases).

- Testing Required in San Diego County:
  - No student testing will be required at MSA-SD at this time due to local transmission rates. However, the Charter School reserves the right to exclude MSA-SD students from campus who are either symptomatic for COVID-19 or who have been exposed to COVID-19, until all time and symptom criteria have been reached, consistent with public health guidance and as stated in this Policy. The Charter School will also continue to monitor local case rates to determine whether any further COVID-19 testing of students is necessary.
  - Consistent with California's "State Public Health Officer Order of August 11, 2021," all MSA-SD employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on campus must either provide the School with proof of COVID-19 vaccination or test for COVID-19 at least once per week, consistent with applicable law and the Charter School's COVID-19 employee vaccination policy.
- Testing Required at Magnolia Science Academy MSA- 2, 3, 4, 6, and 8:
  - Thereafter, all students and employees will undergo asymptomatic COVID-19 testing weekly, regardless of COVID-19 vaccination status.
  - Individuals vaccinated as part of the vaccination program carried out by the Los Angeles Unified School District do not need to provide proof of vaccination to the District.
  - All students and employees must undergo symptomatic and response testing for COVID-19, as needed.
  - Employees may not use self-administered at-home rapid antigen tests for purposes of clearing isolation or for establishing a positive case for purposes of being excused from weekly testing for 90 days following recovery from COVID-19. To be cleared from isolation or to establish a positive case for purposes of being excused from weekly testing, employees should retest with a laboratory or have their test result verified as required by the Cal/OSHA ETS requirements or LAUSD Exposure Management policy, as applicable.

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- Testing Required at MSA-1, 5, 7 and MSA-SA:
  - All unvaccinated students must test for COVID-19 at least once per week.
  - Consistent with California's "State Public Health Officer Order of August 11, 2021," all MSA-1, 5, 7, and MSA-SA employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on campus must either provide the School

with proof of COVID-19 vaccination or test for COVID-19 at least once per week, consistent with applicable law and the Charter School's COVID-19 employee vaccination policy.

- Additional levels of employee and student COVID-19 testing may be implemented in response to local disease trends, an outbreak, as determined by the Home Office COVID-19 Response Team, where required by Cal/OSHA regulations, or where otherwise required by law or public health guidance. The Charter School reserves the right to require employees undergo additional frequencies of COVID-19 testing, consistent with applicable authority, and directives from public health authorities as well as the School's authorizer, regardless of an employee's COVID-19 vaccination status.
- Consistent with Cal/OSHA regulations and applicable law, the School must impose different health and safety requirements depending on an employee's COVID-19 vaccination status. Cal/OSHA defines an individual as fully vaccinated when "the employer has documented that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO)." As a result, to forego any potential COVID-19 health and safety restrictions, such as exclusion/quarantine periods, some COVID-19 testing and other directives, employees must provide the Charter School with proof of COVID-19 vaccination or complete a COVID-19 vaccination status attestation. Employees who are either unvaccinated or who decline to provide the Charter School with proof of COVID-19 vaccination or attest to their COVID-19 vaccination status will be considered unvaccinated, and must comply with all health and safety directives, as stated in this Policy.
- For staff and student-wide testing, all staff and students shall be tested, except any staff and students who have no contact with others and do not report to campus.
- The Charter School can cause tests to be provided at any one of its campuses, or have staff get tested at any local testing site or by their health insurance provider, which must cover the cost.
    - If county-provided testing is not available, then private labs and health insurance providers may be used, and the cost of testing must be covered by the health insurance provider under an emergency state regulation.
- The Charter School's liaison must be made aware of the student and staff test results and report those results to local public health officials.
- Student consent for testing:
    - For Charter School Students aged 12 and under, the Charter School will require parental consent for COVID-19 testing.

- Pursuant to California Family Code Section §6926 and CDPH guidance, Charter School Students aged 13 to 17 may consent to COVID-19 testing on their own.
- Charter School students aged 18 and older do not need parental consent for COVID-19 testing.

- Students who refuse to participate in the COVID-19 testing program or to report the test results to the Charter School, where such testing is required, will not be allowed to return to in-person instruction or otherwise enter the Charter School Campus. Both the testing and the reporting are required under applicable public health guidance and legal authority.
- For staff who refuse to participate in the COVID-19 testing program or to report the test results to the Charter School, where such testing is required, the Charter School reserves the right to discipline an employee for such non-compliance, up to and including termination from at-will employment.
- Consistent with applicable law, the Charter School will consider accommodations from mandatory testing for medical reasons and any other lawfully recognized reason. Employees or students and/or parents/guardians who wish to request an accommodation for themselves or their child can contact the Charter School. The Charter School cannot guarantee the availability of particular accommodation and will process all requests for accommodation consistent with MPS policies and applicable law.
- The Charter School must maintain confidentiality of test results, other than reporting the results to local public health officials. All medical information about any employee must be stored separately from the employee's personnel file in order to limit access to this confidential information. The Charter School should have a separate confidential medical file for each employee where the Charter School can store all of that employee's medical information. Medical information includes COVID-19 test results, an employee's statement via any symptom screening that they have symptoms or COVID-19, medical certifications showing the employee needs time off due to COVID-19, etc. For students, the Charter School will take similar precautions to safeguard the students' privacy and confidentiality, consistent with FERPA and all relevant legal requirements.
- All volunteers, contractors, vendors and other adults supporting Charter School functions on any MPS campus must comply with applicable COVID-19 testing requirements, as stated in the COVID-19 Vaccination Policy.
- In the event of a positive test result of a student or family member:
  - The Charter School requires that parents/guardians notify school administration immediately if the student tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.

- Upon receiving notification that staff or a student has tested positive for COVID-19 or been in close contact with a COVID-19 case, the Charter School will take actions as required in Section 5 below.

5. Exposure Management Policy. Preventing and minimizing the spread of COVID-19 within the Charter School Community requires a sound policy for managing exposure to infected individuals. The Charter School will follow the exposure management provisions of the "COVID-19 Exposure Management Plan Guidance in TK-12 Schools," promulgated by the LAC DPH as well as "COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year" promulgated by the CDPH. In the event that this protocol is updated so that it materially conflicts with the measures laid out in this Policy, the Charter School will follow the updated protocol; otherwise, the following measures shall be followed:

- Per AB 86 and California Code Title 17, section 2500, schools are required to report COVID-19 cases to the local public health department. The COVID-19 Compliance Officer shall report every positive COVID-19 case to the appropriate county authority.
- All MSA campuses will maintain classroom seating charts to facilitate future identification of close contacts.
- Potential Exposure: In the event of notice of potential exposure,[4] with regards to its employees, the Charter School will follow all steps set forth in its Injury and Illness Prevention Program COVID-19 Addendum.
- In the event of a suspected COVID-19 case:
  - The Charter School will identify an isolation room and quarantine room and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms or who is determined to have come into close contact with a confirmed case. The isolation and quarantine rooms shall be separate rooms.
  - Isolation of students, employees, and visitors exhibiting symptoms of COVID-19 will occur without regard to vaccination and/or recent testing status.
  - Any students, staff, or visitors exhibiting symptoms should immediately be provided with and required to wear a surgical-grade or better face covering and should be

[4] Notice of potential exposure means any of the following: (a) notification from a public health official or licensed medical provider that an employee was exposed to a qualifying individual at the worksite; (b) notification from an employee, or their emergency contact, that the employee is a qualifying individual; (c) notification through the Charter School's testing protocol that the employee is a qualifying individual; or (d) notification from a subcontracted employer that a qualifying individual was on the school site. (Labor Code § 6409.6, subd. (d)(3).)

directed to wait in the separate isolation area until they can be transported home or to a healthcare facility, as soon as practicable. For serious illness, call 9-1-1 without delay.
    - Students in the isolation and quarantine areas will be monitored by a staff member.
    - Parents/guardians will be required to pick up their students within one hour. Parents/guardians should take the student to get a COVID-19 test immediately and, if a student of MSA- 2, 3, 4, 6, or 8, should upload the test result to the LAUSD Daily Pass system or otherwise provide a copy to the school.
    - A log will be kept of all persons entering the isolation and quarantine areas.
    - Students will be grouped by stable group or class when possible in the quarantine area.
    - Physical distancing of six feet or greater will be maintained in the isolation and quarantine areas.
- Symptomatic individuals who test negative for COVID-19 can return 24 hours after resolution of fever (if any) and improvement in symptoms.
    - Documentation of a negative test result should be provided to school administrators.
    - In lieu of a negative test result, students and staff may return to work with a medical note by a physician that provides alternative explanation for symptoms and reason for not ordering COVID-19 testing.
    - Symptomatic individuals who neither test for COVID-19 nor consult with a medical professional must isolate at home until fever free for 24 hours, improved symptoms, and 10 days from symptom onset.
- In the event of one or more confirmed COVID-19 case(s) the Charter School will follow the CDPH and local public health guidance, including implementation of the following practices:
    - The Charter School will provide notifications to the local public health department of any known case of COVID-19 among any student, employee, or visitor or other school-associated person who was present on a Charter School campus within the 14 days preceding COVID-19 symptoms, or 10 days before a positive test result.
    - MSA Los Angeles COVID-19 Compliance Officers will notify the Los Angeles County Department of Public Health of any COVID-19 hospitalizations or deaths among students or staff by sending a notification to ACDC-Education@ph.lacounty.gov.
    - Notifications will be provided by the Home Office COVID-19 Response Team depending on the county where the school is located.
    - For Los Angeles campuses: The COVID-19 Compliance Officer will instruct the individual who tested positive to follow the LACDPH COVID-19 Home Isolation instructions and will inform the positive case that LACDPH will contact them directly to collect additional information and to issue a Health Officer Order to quarantine.

- All students and staff of MSA- 2, 3, 4, 6, and 8 campuses will be contacted by the LAUSD Community Engagement team to be instructed on isolation and to provide further information.
- Site administrators of MSA- 2, 3, 4, 6, and 8 will report to LAUSD using the Initial Exposure Management (IEM) Reporter App, as detailed in the latest LAUSD IOC guidance on exposure management reporting.
- The notification to the local public health department must include:
  - 1) The full name, address, telephone number, and date of birth of the individual who tested positive;
  - 2) The date the individual tested positive, the school(s) at which the individual was present on-site within the 10 days preceding the positive test, and the date the individual was last on-site at any relevant school(s); and
  - 3) The full name, address, and telephone number of the person making the report.
  - For San Diego Charter School locations, the public health department should be notified either via phone at (888) 950-9905, or online at www.coronavirus-sd.com. The notification should list the following information: 1) The name of the person reporting, 2) the Charter School name and district, 3) the Charter School address, 4) your position at the Charter School. For the individual diagnosed with COVID-19, the notification should list the individual's: 1) Name, 2) date of birth, 3) contact information (phone number and email), 4) the individual's last date on the Charter School campus, and 5) any additionally relevant comments.
  - For Los Angeles County Charter School locations: The Charter School will contact the LAC DPH as consistent with its "Protocol for COVID-19 Exposure Management Plan in K-12 Schools,"[5] and either by:
    - 1) Using the LACDPH reporting portal, or:
      - http://www.redcap.link/lacdph.educationsector.covidreport
    - 2) Downloading and completing the COVID-19 Case and Contact Line List for the Education Sector and sending it to ACDC-Education@ph.lacounty.gov.

[5]This document may be found at:
http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/ExposureManagementPlan_K12Schools.pdf

- 3) Schools having difficulty reporting COVID-19 cases to LACDPH can call (833) 707-0319, Monday through Friday from 8 a.m. to 5 p.m.

▪ For Orange County Charter School locations: Contact the Orange County Public Health Department via phone at 714-834-8180, or via email at epi@ochca.com.

- Notify all staff and families in the school community of any positive COVID-19 case while maintaining confidentiality as required by state and federal laws.
- Close off areas used by any sick person and do not use before cleaning and disinfection.
- Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection.
- Update protocols as needed to prevent further cases in accordance with CDPH Guidelines ("Responding to COVID-19 in the Workplace").
- Implement communication plans for exposure at school and potential school closures in the event of an outbreak or other necessary circumstances, to include outreach to students, parents, teachers, staff and the community.
- Include information for staff regarding labor laws, California Supplemental Paid Sick Leave, emergency paid sick leave and extended family and medical leave pursuant to the FFCRA, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools.
- Maintain regular communications with the local public health department.
- Recommend testing for all students, employees, and visitors in close contact with the confirmed COVID-19 case, consistent with recommendations from the CDPH and local public health departments.
- For all settings: Provide information regarding close contacts to the county public health department via secure fax or email.
- If the school site must be closed for in-person instruction, develop a contingency plan for continuity of education using independent study. Independent study shall include all of the following:
    - Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work;
    - Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
    - Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English

learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports;

- Special education, related services, and any other services required by a student's individualized education program, with accommodations necessary to ensure that individualized education program can be executed in an independent study learning environment;
- Designated and integrated instruction in English language development for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning;
- Providing synchronous instruction as required by law.
  - "Synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
    - For TK/K-3 opportunities must occur daily.
    - For 4-8 opportunities must occur weekly along with daily live interaction.
    - For 9-12 opportunities must occur weekly.
    - Can be classroom style, designated small group, or one-on-one.
  - The "teacher of record for that pupil" pursuant to Section 51747.5 is the assigned supervising teacher who must be an employee. There is not more than one supervising teacher.
- Charter School will document each pupil's participation in synchronous instruction.
- Continuing to provide school meals.

- Provide guidance to parents, teachers and staff reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.
- If the COVID-19 case was present on the Charter School campus, the individual must be excluded from campus for at least 5 days from COVID-19 symptom onset, or if asymptomatic, 5 days from the date the specimen was collected for the positive COVID-19 test, as detailed below.

- In the event of a cluster (three or more cases within 14 days), the Charter School will contact local county public health officials, as necessary, and work closely with such officials to determine whether the cluster is an outbreak, requiring outbreak response.[6]
- In the event of an outbreak or cluster at a Charter School:
    - The Charter School CTF and COVID-19 Compliance Officer will work closely with local county public health officials, timely provide all required information, and otherwise comply with all CDPH and local guidance regarding outbreaks.[7]
    - The COVID-19 Compliance Officer for MSA Los Angeles campuses will immediately call the LACDPH at (833) 707-0319 or submit an online report at http://www.redcap.link/lacdph.educationsector.covidreport.
    - The Charter School will notify students, families, employees, and stakeholders that the Charter School and local public health department are investigating a cluster and/or outbreak. The notice will encourage all stakeholders to follow public health recommendations.
    - The Charter School will additionally notify all stakeholders if the school is to be closed for 14 days due to widespread and/or ongoing transmission of COVID-19 at the school or in the general community.
    - The Charter School will identify absenteeism among those in affected classes and coordinate with the LHD to contact these absentees to screen for symptoms of COVID-19 if they were exposed to a case during the case's infectious period.
    - Limit visitors to the affected Charter School campus, except for those that are essential to the Charter School's mission. Law Enforcement Personnel (Sheriff and Police), Fire, Medical, Emergency, or government employees who are responding to, working at, or inspecting the facility will be allowed to access the Charter School campus.
    - Discontinue all non-essential in-person group activities at the Charter School Campus during the outbreak.
    - Identify absenteeism among affected classes and contact those absentees to screen for COVID-19 symptoms.

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[6] In the event of a "cluster," Los Angeles County Charter Schools must specifically report such information to the LAC DPH at LADPH at ACDC-Education@ph.lacounty.gov or by calling (888) 397-3993.

[7] In the event of an outbreak, all Charter School locations will comply with guidance titled "Management of Outbreaks of COVID-19," issued by the LAC DPH. This protocol can be found at: http://publichealth.lacounty.gov/media/Coronavirus/docs/education/EMPSupplement_K12Schools.pdf. In the event that other state or local guidance provides more stringent outbreak protocol, the Charter School will comply with such protocol.

- Close Contacts and Quarantine
  - A "Close Contact" is spending a total of fifteen minutes or more over a 24-hour period within 6 feet of an infected person or, in Los Angeles County, having had unprotected contact with the infected person's body fluids and/or secretions of a person with confirmed COVID-19 (e.g., being coughed or sneezed on, sharing utensils or saliva, or providing care without using appropriate protective equipment).
  - An individual will only be considered a close contact if the Charter School is reasonably sure that they meet the above definition. Individuals will not be deemed a close contact solely because they were in the same classroom or school group as a confirmed COVID-19 case, regardless of actual proximity to the confirmed case.
  - "Fully vaccinated" refers to those who have received either a single dose vaccine or the second dose of a two-dose vaccine over two weeks ago.
  - For Los Angeles Campuses: when notifying any individual that they are a close contact of a positive case, the COVID-19 Compliance Officer will provide that individual with a copy of the LACDPH Public Health Emergency Quarantine Order. Notifications that an individual is a close contact will also contain all messages required to be included pursuant to the LACDPH K-12 Exposure Management Plan guidance.
  - *Quarantine exemptions for all MSA campuses*.
    - *Employees* who are both (1) Fully vaccinated and boosted if eligible, and, (2) those who have recovered from laboratory-confirmed COVID-19 within the last 90 days regardless of vaccination status, may continue to attend school and do not need to quarantine at home following close contact with a positive case, so long as the employee self-monitors for symptoms and wears an upgraded surgical-grade mask when around others for 10 days from exposure (if at a campus subject to a mask requirement), and does not display symptoms of COVID-19, tests negative on Day 5 from exposure.
      - *MSA-2, 3, 4, 6, and 8 students and staff must test immediately and on Day 5 from exposure.*
    - Asymptomatic staff close contacts who are fully vaccinated and booster-eligible but not boosted may remain at the worksite after close contact on the condition that they remain asymptomatic and meet testing and masking requirements for quarantine exemption.
    - *Students* who are fully vaccinated (regardless of booster status) and (2) those who recovered from laboratory-confirmed COVID-19 within the last 90 days, may continue to attend school and do not need to quarantine at home following close contact with a positive case, so long as the student

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self-monitors for symptoms for 10 days from exposure and does not display symptoms of COVID-19.

- *MSA-2, 3, 4, 6, and 8 students and staff must test immediately and on Day 5 from exposure.*

▪ Quarantine-exempt individuals at MSA 2, 3, 4, 6, and 8 must also continue to test with the weekly mobile testing team.

○ *Quarantine rules for individuals not exempt from quarantine at MSA- 1, 5, 7, and Santa Ana, and San Diego*.

▪ Modified Quarantine. Close contacts of a positive case, while both parties were in a school setting supervised by staff and were correctly wearing masks for the entire exposure period, may continue to attend school during a modified quarantine, so long as they i) do not show symptoms of COVID-19, ii) continue to mask indoors *and outdoors* while at school, iii) undergo at least twice weekly testing during the quarantine, and iv) continue to quarantine from all extracurricular activities including sports and activities within the community setting. When not attending in-person instruction, students undergoing modified quarantine must otherwise remain at home for the duration of their quarantine. Modified quarantine is not available if the exposed student is part of a TK-12 outbreak. All exposed students must quarantine at home during an outbreak. Students undergoing modified quarantine must eat six feet from other students. Modified Quarantine may end after the Day 7 from exposure if the second test taken during quarantine is performed on or after Day 5 from exposure and is negative and the student remains asymptomatic.

▪ Students at MSA Santa Ana and San Diego are strongly encouraged to but not required to mask during modified quarantine.

▪ Standard Quarantine. If an individual is not exempt from quarantine and either cannot or will not follow all of the requirements for modified quarantine, they must quarantine at home for 10 days following exposure, or for 5 days following exposure if a negative test is taken on Day 5 and the individual remains asymptomatic.

▪ If any symptoms develop during the 10-day period after exposure under any type of quarantine, the exposed person must immediately isolate, get tested, and contact their healthcare provider with any questions regarding their care. Any individual who is under any type of quarantine should wear a well-fitting

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medical grade mask when around others for 10 days from their exposure to a positive case.

- *Modified Quarantine for individuals not exempt from quarantine at MSA 2, 3, 4, 6, and 8*
  - Individuals who are identified as close contacts may participate in modified quarantine, in which exposed students and employees continue to attend school in-person unless they develop symptoms or test positive.
  - Modified quarantine can only be considered if:
    - The exposure occurred in a TK-12 setting. Students at Early Education Centers and Adult School programs are not eligible for modified quarantine and must quarantine at home if they are exposed to a positive case.
    - The exposure occurred in a school setting where students were supervised by school staff (i.e. classroom, school grounds with school staff present, school bus, etc.). Close contacts with exposure to infection at home are not eligible for modified quarantine, unless they are exempt from quarantine based on vaccination status or recent recovery from infection.
    - The school can verify that both the infected individual and the individual identified as a close contact were mask compliant during the entire period of exposure, including outdoor exposure (masks must have been completely covering the individuals' nose and mouth). Students with face mask accommodations are not allowed to participate in modified quarantine. School administrators will report on mask compliance for each close contact when submitting IEM Reports using the IEM Reporter App.
    - The exposure occurred in a school that does not have a confirmed active outbreak, as determined by LACDPH. An outbreak is when significant transmission (confirmed epidemiologically-linked cases) has occurred at a school within a 14-day period. Schools with confirmed outbreaks may not implement modified quarantine.
    - Students eligible to participate in modified quarantine will appear as "Allowed" in the Principal's Daily Pass Dashboard and will be allowed to generate a Daily Pass QR code. These students will also be identified in a "Watch" column in the Daily Pass Dashboard

Cases tab, to indicate to Site Administrators they are under modified quarantine protocols.

- Individuals in modified quarantine must be asymptomatic. All students will be required to respond to the Daily Pass health screening questions. Symptoms must be monitored daily, and if symptoms develop, the student cannot continue to participate in modified quarantine. Symptomatic close contacts must isolate at home and get tested immediately, preferably at a LAUSD testing site.
- Students who are participating in modified quarantine should be given the opportunity to participate in the full instructional program during the school day, including recess and lunch time. However, the school must not allow students in modified quarantine to participate in extracurricular activities, including sports, clubs, Beyond the Bell, and other before and after school care or programming. The modified quarantine is meant to let students continue learning during the instructional day but does not cover other activities outside of the regular school curriculum. Students must leave campus after school and go directly home.
- Individuals in modified quarantine must wear a surgical-style mask or higher PPE at all times on school grounds except when they are eating or drinking. The school site should make arrangements and ensure students in modified quarantine are distanced 6 feet during meal periods when masks are removed. School sites will provide upgraded masks to students in modified quarantine if needed.
- Individuals in modified quarantine must test on or around Day 5 and twice per week for the duration of the quarantine period. Tests can be either a rapid antigen test or a PCR test. The first test should be conducted at initial exposure or as soon as possible after the exposure (Day 1); the second test must be on or after Day 5, so that the individual can be released from quarantine on Day 6 if they test negative.
- If all of these criteria are not met, modified quarantine is not available.

- *Standard Quarantine for individuals at MSA 2, 3, 4, 6, and 8.*

- Individuals who are not exempt from quarantine and do not qualify for modified quarantine are subject to standard quarantine if they are a close contact of an individual who tests positive for COVID-19. These individuals must complete a ten-day quarantine and return on day eleven if they remain asymptomatic for the duration of quarantine unless the exposed individual ends quarantine sooner by receiving a negative result on a test taken on or after the fifth day from exposure.
- Individuals undergoing quarantine who get tested for COVID-19 on or after the fifth day from exposure to the confirmed case may return to school on Day 6 once proof of a negative test is submitted through the Daily Pass system, but must wear a surgical mask when around others and continue to self-monitor for symptoms through day 10 from exposure. Students will be cleared to return to school through the Daily Pass system.
- Individuals at MSA 2, 3, 4, 6, and 8 who complete their quarantine period will be cleared to return to school via the Daily Pass system.
- All asymptomatic close contacts that have quarantined due to potential exposure will be able to test at any COVID-19 test site or with a mobile testing team, so long as they remain asymptomatic.

- All staff and students of Los Angeles campuses who are close contacts of a positive case but remain on campus due to quarantine exemption or modified quarantine must be tested on Day 5 after the date of last exposure, regardless of vaccine or booster status.
- *MSA 2, 3, 4, 6, and 8 Quarantine Guidelines for Household Close Contacts*
    - Individuals with continuous exposure to a sibling or household member who tests positive must remain at home for a minimum of 10 days following the date of the household member's positive test. These individuals are not eligible for modified quarantine, unless they are exempt from quarantine due to vaccination status or recent infection.
    - Household close contacts must stay at home for the duration of the positive household member's isolation period. Close contacts then begin their official 10-day quarantine on the date that the positive individual's isolation ends (e.g. if the household positive's isolation period ends on Day 6 due to a negative test on Day 5, this would be the individual's Day 1).
    - Close contacts should test on or after Day 5 of their official quarantine period to return to school or work on Day 6.

        - Positive household members must consistently wear an upgraded, surgical-style mask at home for a full 10 days following the date of their positive test, even if they are allowed to return to school or work on Day 6. If this condition cannot be met, the household close contact must delay the start of their official quarantine until Day 11.
    - Quarantine rules for all employees are stated in the COVID-19 Injury and Illness Prevention Program ("IIPP") addendum.
- For individuals who test positive for COVID-19:
    - Checking for false positives on Los Angeles Unified School District Sites only (MSA-2, 3, 4, 6 and 8):
        - To reduce unnecessary anxiety and isolation/quarantine of students and staff, the Charter School shall re-test asymptomatic individuals who have tested positive for COVID-19 as required by the Los Angeles Unified School District.
        - If an individual (student or staff) receives a positive test result, the Los Angeles Unified School District Community Engagement Team will contact the individual to conduct an interview and confirm whether he or she has symptoms consistent with COVID-19.
        - *Symptomatic Positive Case.* If the individual is determined to be symptomatic, has a known exposure to a positive case, and/or is in a high prevalence setting (i.e., a campus with more than one active case), the Los Angeles Unified School District Community Engagement Team will direct the individual to isolate for at least 5 days per the latest CDPH isolation guidance and quarantine all close contacts per Los Angeles County Department of Public Health guidelines.
        - *Asymptomatic Positive Case*. If the individual is determined to be asymptomatic, has no known exposure, and is in a low prevalence setting (i.e., a campus with more than one active case), the individual will be asked to isolate, and all close contacts will be asked to quarantine. The individual will be directed to re-test within 48 hours of the positive sample collection.
        - If the confirmatory test returns a negative result, the Los Angeles County Department of Public Health will approve the false positive request and report it to the State of California. The individual is thereafter released from isolation and all close contacts are released from quarantine. The Los Angeles Unified School District Community Engagement Team will then deactivate the positive case and be permitted to access District sites again.
        - If the confirmatory test returns a positive result, the Los Angeles Unified School District Community Engagement Team will direct the individual to isolate for

at least 5 days per the latest CDPH guidance and all close contacts will continue to quarantine per Los Angeles County Department of Public Health guidelines. The individual will not be permitted to access district owned sites in the meantime.

- Checking for false positives at all other MSA campuses:
  - If an individual (student or staff) receives a positive test result, the COVID-19 Home Office Response Team will contact the individual to conduct an interview and confirm whether he or she has symptoms consistent with COVID-19.
  - All students and staff who test positive for COVID-19 and are determined to be asymptomatic will be strongly encouraged to re-test within 48 hours of the initial positive sample collection.
  - If the confirmatory test is negative the COVID-19 Home Office Response Team will alert the local public health department to the false positive and will release the individual from isolation and will alert all known close contacts that they may cease quarantining.
  - If the confirmatory test is positive, the individual shall continue to isolate and all close contacts shall continue to quarantine.
- Persons with COVID-19 may discontinue self-isolation under the following conditions:
  - At least 5 days have passed since symptom onset or, if asymptomatic, since their positive test; AND
  - At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; AND
  - Other symptoms have resolved or are improving; AND
  - An FDA authorized COVID-19 viral test (antigen preferred) test taken on or after Day 5 from symptom onset is negative.
  - NOTE: If fever reduction, improvement of other symptoms, or a negative test are not all achieved, isolation may not end until after Day 10 from symptom onset or, if asymptomatic, their positive test, so long as 24 hours have passed since resolution of fever and all other symptoms are not present or are improving.
  - Note: For staff, per CAL/OSHA COVID-19 Prevention ETS, testing that is required for employees must be provided by the employer free of charge and during work hours; these tests may not be self-administered or self-read unless they are observed by the employer or an authorized telehealth proctor.

- No matter when isolation ends, all students and staff recovering from COVID-19 must wear a highly protective non-cloth mask when around others for a full 10 days from testing positive or onset of symptoms.
- The School will comply with Cal/OSHA regulations regarding when employees may return to work after exposure, as detailed in the Charter School's IIPP addendum.

- Subsequent School Closure Criteria:
  - Charter School campuses that are open for in-person instruction may subsequently and temporarily close for in-person instruction based on the following criteria:
    - As determined by and in consultation with the local health department
  - After closure, the Charter School may reopen after 14 days, cleaning, disinfection, conclusion of a public health investigation, and local health department consultation.
- **Temporary Exposure Management Protocols During the Omicron Surge at MSA 2, 3, 4, 6 and 8.** By order of LAUSD, the following temporary measures are in place until further notice and control over inconsistent generally-applicable elements of this policy.
  - Temporary Suspension of Individual Contact Tracing at TK-12 Schools: Site Administrators are not required to identify close contacts for positive cases at their sites and will instead adopt a "group tracing" approach. This suspension does not apply to Early Education students, including preschool, ETK, and PALS students.
    - Under "group tracing" Site Administrators are not responsible for identifying close contacts or submitting IEM Reports for positive case exposures that occur in a school setting. Instead, schools will adopt a "group tracing" approach after a positive case identified.
    - Under this approach, Site Administrators or designees must:
      - Identify groups (e.g., classrooms) who share the same indoor airspace at school for at least 15 consecutive minutes (within 24 hours) of the positive case, and
      - Notify the entire relevant group(s) of potential exposure to a positive case, and
      - Provide instructions on actions that should be taken. This notification can be done by email or other messages to the identified group.
    - Site Administrators or their designee must submit an IEM Report to create close contact cases for the following groups:
      - All Early Education students, including preschool, ETK, and PALS students – unless recently recovered from a positive COVID-19 result in the last 90 days

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- Students who are exposed at home to a positive household member and who are not fully vaccinated or recently recovered from a positive COVID-19 test result in the last 90 days.

- Temporary Suspension of Quarantine Protocols for Asymptomatic Individuals at TK-12 Schools: Asymptomatic TK-12 students who are exposed to a positive case but remain asymptomatic will not need to be identified as Close Contacts if exposed to a positive case in a school setting and will not be subject to modified or at home quarantine protocols. These students will be allowed to remain in school. Quarantine at home applies only to non-TK-12 students, symptomatic close contacts, and those with household exposure who are not fully vaccinated or recovered from COVID-19 in the past 90 days. This guidance from LACDPH does not apply to Early Education students, including preschool, ETK, and PALS students.
- Shortened Isolation for Positive Individuals: Individuals who test positive may be released from isolation on Day 6, provided any symptoms are improving, are fever-free for the past 24 hours without fever-reducing medication, and have a negative (antigen) test result from a test taken on or after Day 5. This protocol also applies to Early Education students, including preschool, ETK, and PALS students.
- Shortened Quarantine for Close Contacts: Individuals required to quarantine can be released early from quarantine on Day 6, provided they remain asymptomatic and have a negative test result taken on or after Day 5. This protocol also applies to Early Education students, including preschool, ETK, and PALS students.
- Quarantine Guidance for Household Close Contacts: Students with a household member who tests positive must remain at home for a minimum of 10 days following the date of the household member's positive test. Students are exempt from quarantine when they are fully vaccinated, or recovered from a confirmed positive COVID-19 test in the past 90 days. Students begin their official quarantine period (Day 1) on the date the positive household member is cleared to return to school or work. This protocol also applies to Early Education students, including preschool, ETK, and PALS students.
- Surgical-Grade Mask Requirement for Employees and Students: All employees must wear surgical-type masks or higher-level PPE. Beginning the week of January 24th, and until further notice, students are required to wear well-fitting non-cloth masks of multiple layers with a nose wire. Masking is required for all individuals, regardless of vaccination status when indoors. Unmasking is allowed only during eating and drinking, and should occur distanced from others. This protocol also applies to Early Education students, including preschool, ETK, and PALS students.

- All TK-12 students must wear surgical style masks, test weekly, and monitor their symptoms until further notice.

- **Group Tracing Option for MSA 1, 5, 7, SA, and SD.** Until further notice, and as recommended by the CDPH and the local health departments of Orange County and San Diego County, MSA 1, 5, 7, SA, and SD shall have the option to utilize the "group tracing" method of exposure management in place of individual contact tracing to track exposures during the Omicron variant surge, as follows:
  - Schools will notify students who spent more than a cumulative total of 15 minutes (within a 24-hour time period) in a shared indoor airspace (e.g., classroom) with someone with COVID-19 during their period of infectiousness.
    - Notification should occur to "groups" of exposed students (e.g., classmates, teammates, cohorts, etc.) rather than contact tracing to identify individual "close contacts" (e.g., those within 6 feet).
    - Notifications should be provided to all individuals considered exposed, including those who are vaccinated and/or recently infected.
  - Exposed students, regardless of COVID-19 vaccination status or prior infection, are strongly encouraged tested for COVID-19 with at least one diagnostic test obtained within 3-5 days after last exposure. Any FDA-approved antigen diagnostic test, PCR diagnostic test, or pooled PCR test is acceptable for evaluation of an individual's COVID-19 status. Individuals who have been recently infected should use antigen testing.
  - Exposed Students who participate in testing may continue to take part in all aspects of K-12 schooling, including sports and extracurricular activities, unless they develop symptoms or test positive for COVID-19.
  - All exposed students, regardless of vaccination status or previous infection, are required to remain fully masked indoors and outdoors, unless actively eating or drinking, when around other through day 10 from their last exposure date. Eating and drinking should occur distanced from others. Exposed students will also need to remain masked at all times during sports and extracurricular activities.
    - Students at MSA SA and SD are strongly encouraged but not required to mask following an exposure.

6. Sanitizing/hygiene materials and practices:

- The Charter School will develop plans and routines to ensure that students and staff wash or sanitize hands frequently, including upon arrival to campus, after using the restroom, after

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playing outside and returning to the classroom, before and after eating, and after coughing or sneezing.

- Staff will teach and reinforce proper handwashing technique, avoiding contact with one's eyes, nose, and mouth, using a tissue to wipe the nose, and covering coughs and sneezes.
- The Charter School shall make soap, tissues, no-touch trashcans, face coverings, water and paper towels or dryers for hand washing available. Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
- Trash cans will be placed near restroom doors and students and staff will be instructed to use a paper towel to prevent touching the handle with their hands.
- A restroom will need to be dedicated for individuals in the isolation area. This restroom must be cleaned and sanitized before other occupants may use it.
- If handwashing stations near classrooms are not practicable, and to facilitate use by students and staff as needed, the Charter School shall make available fragrance-free alcohol-based hand sanitizer that is at least sixty percent (60%) ethyl alcohol. (Note: frequent handwashing is more effective than the use of hand sanitizers). This hand sanitizer will be made available to both students and staff at all strategic locations throughout the Charter School Campus.
- The Charter School will not use hand sanitizer with isopropyl alcohol as the main ingredient.
- Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- Children under age 9 should only use hand sanitizer under adult supervision. Hand sanitizer will also not be left out in the open in classrooms for students under the age of 9.
- The Charter School shall place posters conspicuously that encourage hand hygiene to help stop the spread of COVID-19.
- Employees should visit the CDC's coughing and sneezing etiquette and clean hands webpage for more information.

7. Routine cleaning and disinfecting: The Charter School will maintain a high level of cleanliness throughout the year to help reduce the risk of exposure to and spread of COVID-19 at the school site. In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the U.S. Environmental Protection Agency COVID-19 list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.

- Custodial staff will perform routine and thorough cleaning once per day, and when students are not present. When cleaning, the space will be aired out before children arrive.
- Routine cleaning practices include, but are not limited to:

  - Using everyday janitorial cleaning supplies and disinfectants for surfaces as floors, tables, desks, counters, sinks, toilets, and other hard-surfaced furniture and equipment;
  - Dusting hard surfaces;
  - Damp wiping of hard surfaces to ensure they are free of debris;
  - Wet mopping of floors;
  - Vacuuming carpets and mats.
- Health Office areas, including the general health office, isolation area, and quarantine area, may require more frequent cleaning and rapid response, as needed.
- Student restrooms will be services at least twice a day and will be fully cleaned and disinfected using electrostatic equipment by the night cleaning crew once per day.
- The Charter School will clean and disinfect areas commonly visited by staff no less than once per day during operating hours and implement a schedule for such cleaning and disinfecting. These areas include, but are not limited to: Break rooms, restrooms, lobbies, classrooms, laboratories, nurse's office, counseling and student support areas, staff offices, and cafeterias.
- The Charter School will clean high touch areas in staff breakrooms at least once per day.
- Cleaning and Disinfection after a Confirmed Case on Campus:
  - If an individual confirmed to have COVID-19 was on campus, the Charter School will complete enhanced cleaning and disinfection procedures in the spaces occupied by the confirmed COVID-19 case.
  - Employees completing this cleaning must wear a mask and gloves at all times and will refer to Material Safety Data Sheets or follow the instructions on the chemical labels.
  - When disinfecting, the Charter School will use an EPA-registered disinfectant that is approved for emerging pathogens.
  - Custodians will focus on immediate areas occupied by the confirmed COVID-19 case.
  - Custodians will clean and disinfect:
    - All non-porous surfaces in the ill occupant's space/office, as well as on shared equipment (like tablets, touch screens, keyboards, remote controls) in bathrooms and shared spaces used by the ill person. Cleaning and disinfection will also focus on high-touch surfaces (e.g. desk, table, hardbacked chair, doorknob, light switch, handle, computer, keyboard, mouse, telephones).
    - On porous surfaces (e.g., carpets, chairs) in the confirmed COVID-19 case's space or office, custodians will remove visible contamination, clean with appropriate cleaners, and disinfect with a liquid/spray indicated for use on the material.
  - The space(s) where the confirmed COVID-19 case was present may be reoccupied once these cleaning and disinfection procedures have been completed.

- The Charter School will ensure proper ventilation during all cleaning and disinfecting. Staff are encouraged to introduce fresh outdoor air as much as possible, by opening windows where practicable.
- The Charter School will comply with CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools to the greatest extent practicable for each facility.
- All frequently touched surfaces in the workplace, such as chairs, desks, tables, keyboards, telephones, handrails, light switches, sink handles, restroom surfaces and door handles, will be routinely cleaned.
- Staff will be trained as appropriate in the chemical hazards, manufacturer's directions, and Cal/OSHA requirements for safe and correct application of cleaning and disinfectant agents in accordance with the Healthy Schools Act guidance from the California Department of Pesticide Regulation and Cal/OSHA.
- When choosing disinfecting products, the Charter School will use those approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and require staff to follow product instructions. MSA-2, 3, 4, 6, and 8 will use disinfectants from the LAUSD's List of Approved Hand Sanitizers and Disinfectants.
    - To reduce the risk of asthma and other health effects related to disinfecting, the Charter School will select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.
    - The Charter School will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
    - Staff shall follow label directions for appropriate dilution rates and contact times.
    - The Charter School will establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.

  Subject to available resources, disposable disinfecting wipes shall be made available so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use. Disinfectant wipes and sprays will be kept away from students.

8. Facility measures: The Charter School will incorporate CDE guidance measures for maintaining a healthy facility, to include some or all of the following:

- Maintenance staff will regularly inspect and test ventilation systems and fans to confirm they operate properly and will increase circulation of outdoor air as much as possible by opening windows and doors and other methods.
- Windows and doors should not be opened if doing so poses a safety or health risk by exacerbating seasonal allergies or asthma symptoms.
    - The Charter School will consider alternatives, such as increased central air filtration (targeted filter rating of at least MERV 13) if opening windows poses a safety or health risk to persons using the facility.
- HVAC systems will be set to maximize indoor/outdoor air exchanges unless outdoor conditions (recent fire, high outdoor temperature, humidity, and pollen levels) make this inappropriate.
- If an HVAC system becomes nonoperational, additional ventilation should be provided with the use of fans or relocating classes until repairs are completed.
- The COVID-19 isolation and quarantine areas should be outdoors when feasible to maximize ventilation and minimize exposures to COVID-19 infection. Under no circumstances should an isolation or quarantine area be in a room without a functioning HVAC system.
- Maintenance staff will ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.
- Consider installing additional temporary handwashing stations at all school entrances and near classrooms to minimize movement and congregation in bathrooms.
- Consider installing privacy boards or clear screens to increase and enforce separation between staff and students.

9. Physical distancing: The Charter School will incorporate CDPH and CDE guidance with respect to physical distancing between students on campus as much as is feasible, including maximizing physical distance as much as possible while eating (especially indoors), using additional spaces outside of the cafeteria for mealtime seating such as classrooms or the gymnasium can help facilitate distancing, and arrange for eating outdoors as much as feasible.

- In areas where physical distancing is not feasible, clear plastic or solid surface barriers that can be cleaned often may be used.
- Employees will be encouraged to eat outdoors. They may also eat at their desk or cubicle if these areas are enclosed as a separate room, provide more distance, or include barriers.

10. **Extracurricular Activities:**

- All extracurricular activities operated by or supervised by school personnel or occurring on a school site, whether or not occurring during school hours, will be undertaken in compliance with this policy and all required public health measures applicable to K-12 schools. This applies to sports, band, chorus, clubs, and other similar activities and organizations. All MSA campuses will operate and supervise extracurricular activities in compliance with the latest California Department of Public Health K-12 guidance and any other relevant state or county guidance on sports and extracurricular activities.
- MSA Los Angeles sports programs will observe all required elements of the most updated version of the Los Angeles County Department of Public Health's "COVID-19 Exposure Management Plan Guidance, Youth Recreational Sports Programs" and the Los Angeles County Department of Public Health's "Protocol for Organized Youth Sports: Appendix S" in addition to any future binding guidance applicable to K-12 youth sports programs.
    - Each Los Angeles campus's COVID-19 Compliance Officer shall fulfill the duties of the COVID-19 Organized Youth Sports Program Compliance Officer, as those duties are described in LACDPH's sports-related COVID-19 guidance.
    - Each Los Angeles campus's COVID-19 Compliance Officer shall ensure that the required LACDPH youth sports exposure management protocols are followed in accordance with current guidance.
    - Each Los Angeles campus's COVID-19 Compliance Officer shall ensure that all mandatory testing required by the LACDPH's youth sports guidance is conducted in accordance with current guidance.
- All MSA extracurricular programs will keep updated rosters of all participating students and staff to facilitate identification of close contacts.
- Students of MSA 2, 3, 4, 6 and 8 will not be permitted to participate in extracurricular activities starting October 31, 2021, unless they provide proof of COVID-19 vaccination through the Daily Pass system.
- At MSA Los Angeles Campuses:
    - All indoor sports must be played with masks on, unless doing so is recognized as unsafe by a well-recognized health authority, such as the American Academy of Pediatrics.
    - Theater, music, dance, and similar classes and clubs should maintain physical distancing, in addition to the use of face masks where possible.
    - When engaged in activities that could generate respiratory droplets such as enunciating (i.e., theater workshops) or dancing, physical distancing should be increased and activities should be conducted outdoors where possible. Individual singers may practice alone in doors without a mask or with a single instructor

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present while indoors in a studio or practice room, if both of them are appropriately masked.

- All group musical activities require participants to wear masks indoors. Masks are only not required for outdoor practice outdoors alone and with enhanced physical distancing or when along indoors in a studio or practice room with the door closed.
- Masks must be worn at all times during rehearsals, performances, and other activities that involve multiple individuals participating together indoors.
- Any activity that requires participants to remove their face masks may only be done as a group if the activity is held outdoors. However, individuals may practice such activities alone indoors in a studio or practice room with the door closed. Playing of wind instruments indoors is an exception as described below.
  - Playing of wind instruments is permitted indoors in a group setting so long as the following safety measures are adhered to:
    - Those playing wind instruments must properly wear a modified face covering that allows for direct contact with the instruments mouthpiece whenever they are playing the instrument. During periods that the students are not actively practicing or performing, they should switch to full face coverings.
    - Instrument bell covers must be used during playing of wind instruments indoors.
    - A minimum of 3 feet of physical distancing must be maintained between any individual playing a wind instrument and all other participants.
    - Perform at least weekly screening testing with either PCR testing or antigen testing of all individuals participating in the group practice or performance.
  - When playing wind instruments outdoors, consider using bell covers for the openings of wind instruments, modified masks that allow direct contact with instrument mouthpieces, and specially designed bags with hand opening for woodwind instruments, as well as creating physical distance (6ft recommended) between individuals playing wind instruments and other participants to minimize the spread of droplets and aerosols. The aforementioned mitigation measures are recommended in outdoor settings but not required.

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- When group instruction, practice, or performance occurs in a mix of indoor and outdoor settings, screening testing at least weekly is required as described above for indoor settings.

- At MSA Santa Ana and San Diego:
  - Indoor mask use remains an effective layer in protecting against COVID-19 infection and transmission, including during sports, music, and related activities, especially activities with increased exertion and/or voice projection, or prolonged close face-face contact. Accordingly:
    - Masks are strongly recommended indoors at all times for teachers, referees, officials, coaches, and other support staff.
    - Masks are strongly recommended indoors for all spectators and observers.
    - Masks are strongly recommended indoors at all times when participants are not actively practicing, conditioning, competing, or performing. Masks are also strongly recommended indoors while on the sidelines, in team meetings, and within locker rooms and weight rooms.
    - When actively practicing, conditioning, performing, or competing indoors, masks are strongly recommended by participants even during heavy exertion, as practicable. Individuals using instruments indoors that cannot be played with a mask (e.g., wind instruments) are strongly recommended to use bell coverings and maintain a minimum of 3 feet of physical distancing between participants. If masks are not worn (or bell covers are not used) due to heavy exertion, it is strongly recommended that individuals undergo screening testing at least once weekly, unless they had COVID-19 in the past 90 days. An FDA-authorized antigen test, PCR test, or pooled PCR test is acceptable for evaluation of an individual's COVID-19 status.

11. Use of Face Coverings: The Charter School will follow CDPH, CDE and CDC guidance and state and local health orders on the use of face coverings. All staff are encouraged to review the CDPH and CDC guidance on cloth face coverings; face coverings must be used in accordance with CDPH Guidance and this Policy unless a person is subject to exemption.

- MSA Santa Ana and San Diego students are strongly recommended but no longer required to wear a face mask when indoors at any Charter School Campus building, bus, or other enclosed space.
- MSA Los Angeles students are still required to wear face masks when indoors. Masking at these campuses is optional outdoors.

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- No person at any MSA campus can be prevented from wearing a mask as a condition of participation in an activity or entry into the school site unless wearing a mask would pose a safety hazard.
- All adults in K-12 school setting except San Diego school site, including all teachers, staff, parents, visitors, and outside workers, must wear a surgical-grade masks or higher level PPE when in any indoor space shared with students or other staff. The Charter School will provide upgraded masks to individuals subject to this requirement, if necessary.
- Charter School employees at the Home Office—which is not a school site—are permitted to forego indoor masking so long as the Charter School performs all verifications required under Section 4(c) of the current LACDPH Order of the Health Officer (2/23/2022).
- Face masks—to the extent they are required—are required without regard to vaccination status.
- Masking Rules at MSA 2, 3, 4, 6, and 8
    - All individuals must wear surgical-grade, non-cloth masks of multiple layers of non-woven material with a nose-wire or cloth masks that meet American Society for Testing and Materials (ASTM) standards for high filtration efficiency (ASTM F3502-2 Level 2) or have a particle filtration efficiency of at least 95% when indoors at all times except when eating or drinking.
    - Outdoor masking is optional for students and employees.
    - The Charter School will inform parents of the types of masks that are acceptable for students to wear indoors on campus. It is the parent/guardian's responsibility to check the LACDPH website to ensure that any cloth mask meets the appropriate criteria.
    - The Charter School will also inform parents of the lifting of the outdoor masking requirement.
    - The Charter School will encourage and work with teachers and school staff to establish systems and routines for students when transitioning from indoor spaces to outdoor, for students opting to unmask outdoors. This can include:
        - A dedicated storage space for masks;
        - Reminders to students to mask when they enter indoor spaces;
        - Replacement masks for students should be issued to students to reiterate positive reinforcement.
- Proper use of cloth face coverings will be strictly enforced. The Charter School will exclude from campus anyone who refuses to wear a face mask if not exempted pursuant to this Policy. Students excluded from campus for refusing to wear a mask without a valid

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exemption will be provided alternative educational opportunities to the greatest extent possible.

- Face masks and face shields may be removed for meals, snacks, naptime, showers, or outdoor recreation, or when needing to be replaced. When any type of face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again.
- The Charter School will provide face coverings for students and staff who lose their face coverings or forget to bring them to school.
- Employees should wear a clean face mask to work every day if still required to wear one.
- Employees are expected to teach and reinforce proper use of face coverings, and in limited circumstances, face shields.
- The Charter School will post signs regarding the need for, proper use, removal, and washing of face coverings and shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.
- When pedagogically necessary, Teachers still subject to an indoor face mask requirement may use clear plastic face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) or transparent masks in certain limited situations in the classroom to enable students to see their faces and avoid potential barriers to phonological instruction as long as the wearer maintains physical distance from others to the extent practicable. Staff must return to wearing their normal surgical-grade face covering at all other times, unless otherwise exempted.
- The Charter School will evaluate any employee's request for accommodation from the Charter School's facial covering policy/requirement pursuant to the MPS Employee Handbook and applicable law for all lawfully recognized accommodations. Employees requesting an accommodation from the facial covering policy/requirement must provide appropriate documentation and contact human resources.
- Per Los Angeles County Department of Health Guidance, employees based in Los Angeles County who are granted exemptions from wearing a mask while indoors must undergo COVID-19 testing at least twice per week, unless the employee provides proof of full vaccination against COVID-19 and proof of receipt of any vaccine booster to which the employee is eligible.
- Accommodations for students:
    - Pursuant to CDPH Guidance on the use of face masks, individuals with a medical condition, mental health condition, or disability that prevents wearing a mask are to be accommodated with an exemption from mask wearing. This includes those

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who are hearing impaired as well as those who communicate with the hearing impaired.

- If a student cannot wear a mask due to a medical condition, mental health condition, or disability, he or she should wear the next most effective alternative that can be tolerated, such as a transparent face shield with a cloth draping sealing the bottom.
- Parents/guardians who believe their student may need an accommodation from the Charter School's facial covering policy and requirement should contact the Charter School principal.
- Upon receipt of appropriate documentation, the Charter School will evaluate requests for accommodation and determine what, if any accommodations the Charter School can provide.
- Assessment of whether a medical condition, mental health condition, or disability warrants a mask accommodation is a medical determination that must be made by a physician, nurse practitioner, physician assistant. Self-attestation and parental attestation for mask exemptions due to the aforementioned conditions do not constitute medical determinations.
- Students exempted from wearing a mask or face shield, where they are still required, are strongly encouraged to be vaccinated against COVID-19 and to receive boosters when eligible and to be tested for COVID-19 at least twice a week. If a student is exempt from wearing any type of face covering and is not vaccinated, the Charter School shall implement physical distancing and other isolation measures to the greatest degree feasible.

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12. Use of Gloves and Personal Protective Equipment: The Charter School is no longer required by emergency public health orders to require the use of gloves and personal protective equipment. Any employee or student who wishes to wear gloves and/or personal protective equipment beyond the required facial coverings may do so, provided that they dispose of them safely and appropriately and do not wear gloves or personal protective equipment of a type or in a manner that interferes with their ability to perform their duties. Upon request, the Charter School will provide gloves, a face mask, protective gown, and a medical grade mask to any employee dealing with sick children, performing cleaning or disinfection, providing instruction to any students with a face mask exemption, or where there is an otherwise heightened likelihood of contact with respiratory secretions or other bodily fluid.

13. Support for Students at Increased Risk of Becoming Infected or Unrecognized Illness. Pursuant to state and local health guidance, the Charter School has developed the following measures to mitigate the risk of COVID-19 to vulnerable student groups:

- The Home Office COVID-19 Response Team or designee will review student health plans, including 504 Plans, to identify students who may need additional accommodations to minimize potential exposure.
- The Home Office COVID-19 Response Team or designee will develop a process for engaging families for potentially unknown concerns that may need to be accommodated.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
    - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
    - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
    - Individuals who may not be able to communicate symptoms of illness.
- The Charter School is prepared for opening to provide Free Access to Public Education ("FAPE") in the least restrictive environment ("LRE") for each student. All students with disabilities will receive services according to their IEP. In accordance with IDEA, it is critical to reinforce the understanding that students receiving special education services, or 504 accommodations are general education students first. Balancing the educational needs with the health and well-being of students and staff is our top priority.
- Every child and adolescent with a disability is entitled to FAPE and is entitled to special education services based on their individualized education program (IEP). The Charter School continuously review and problem solve to balance safety and service needs. In order to provide the required level of safety, systems, processes and service delivery models have been reviewed. Adherence to social distancing guidelines will be followed as feasible except for instances when the services outlined in a specific IEP call for closer proximity. This will be evaluated on a case-by-case basis. For example, additional provision of PPE supplies to staff (gloves, gowns, face shields and Plexiglas dividers) who are required to deliver hand-over-hand instruction or hygiene service needs for students.
- Evaluations and Timelines:
    - All IDEA/ADA compliance timelines will be followed on schedule and in accordance with IDEA/ADA regulations. IEP Team meetings and 504 meetings that were missed due to the March school facility closures will be rescheduled and conducted as soon as

possible, if not already conducted. All IEP team meetings and 504 meetings will be conducted virtually until the use of school facilities return to normal operations.

- Services:
    - The IDEA allows for flexibility in determining how to meet the individualized needs of students receiving special education services. State guidelines for the delivery of special education and related services will be implemented while protecting the health and safety of students as well as the individuals providing the services.
    - If a student is unable to access their education in person due to medical or other circumstances, including the inability to wear a face covering, alternative means of delivering these services will be provided.
    - The Charter School will provide appropriate protective equipment relative to the responsibilities of all Support Service Staff and disability needs.
    - All Staff and students will receive training on the appropriate use of PPE and healthy hygiene practices that are proven to mitigate the spread of COVID-19.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
    - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
    - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
    - Individuals who may not be able to communicate symptoms of illness.

14. COVID-19 Vaccination Policy for Employees. The Charter School has adopted the following COVID-19 employee vaccination policy ("Employee Vaccination Policy"). The purpose of this Employee Vaccination Policy is to protect the health, safety, and well-being of all Charter School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the Equal Employment Opportunity Commission ("EEOC"), Centers for Disease Control and Prevention ("CDC"), the California Department of Public Health ("CDPH"), and local health authorities.

- Pursuant to the California "State Public Health Officer Order of August 11, 2021," ("Order") all employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on any MSA -1, 5, Santa Ana, and San Diego campuses must either provide the School with proof of COVID-19 vaccination status or test for COVID-19 at least once per

week. For employees, this directive is a condition of both employment and continued employment.

- Pursuant to the LAUSD's "COVID-19 Vaccination Requirement for Employees and Other Adults Working at District Facilities" document issued August 13, 2021, all employees, contractors and other adults providing services at any MSA-2, 3, 4, 6, and 8 campuses must be fully vaccinated against COVID-19 no later than October 15, 2021. This directive is a condition of both employment and continued employment.
- Pursuant to the LAUSD's December 16, 2021 communication, the LAUSD employee vaccine mandate will apply to all LAUSD authorized sites which includes MSA-7.
- **Proof of COVID-19 Vaccination**:
    - Consistent with applicable law, the Charter School will only accept the following forms of proof of COVID-19 vaccination:
        - COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
        - A photo of a Vaccination Record Card as a separate document; OR
        - A photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
        - Documentation of COVID-19 vaccination from a health care provider; OR
        - Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
        - Documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.
    - Any MPS employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on any MPS campus who either fails to provide proof of COVID-19 or provides proof of vaccination that is not consistent with the above-referenced acceptable forms of proof will be deemed unvaccinated.
    - Employees may their submit proof of COVID-19 vaccination to the MPS Human Resources Department.
    - The Charter School will securely maintain the confidentiality of employee COVID-19 vaccination data in strict compliance with all applicable legal authority.
- **COVID-19 Employee Testing**:
    - Pursuant to the Order, all MPS employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on any MSA-1, 5, 7, Santa Ana, and San

Diego campuses who are either unvaccinated or incompletely vaccinated must undergo COVID-19 testing (PCR only) at least once per week.
    - Previous history of COVID-19 from which the individual recovered more than ninety (90) days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.
    - As outlined above, all employees at any MSA-2, 3, 4, 6, and 8 campuses must test for COVID-19 at least once per week, regardless of COVID-19 vaccination status, as directed by the LAUSD.
- **Accommodations**: Employees may request an accommodation from COVID-19 vaccinations and/or COVID-19 testing due to a medical issue or sincerely held religious belief, practice or observance that may prevent an employee from vaccinating or testing for COVID-19. Upon receiving a request for accommodation from COVID-19 testing and/or vaccinations, the Charter School will engage in the interactive process and determine what, if any accommodations can be provided. However, the Charter School may not be required to provide an employee with an accommodation, should it result in a direct threat to health and safety at the School or to the employee or if the accommodation will cause an undue hardship for the School, among other reasons.
- **Compliance Period**:
    - Employees at the MSA -1, 5, Santa Ana, and San Diego campuses must submit proof of COVID-19 vaccination to the Charter School before October 15, 2021. Such employees who fail to submit proof of COVID-19 vaccination before this date will be deemed unvaccinated and must be required to test for COVID-19 at least once per week. On or after October 15, 2021, employees to fail to test for COVID-19 will be deemed in non-compliance with this policy, absent an approved, legally recognized accommodation from such testing.
    - Employees at MSA-2, 3, 4, 6, and 8 campuses must submit proof of COVID-19 vaccination to the Charter School before October 15, 2021. Such employees who fail to submit proof of COVID-19 vaccination before this date will be deemed in non-compliance with this policy, absent an approved, legally recognized accommodation from such testing.
    - Employees at MSA-7 must submit proof of vaccination to the Charter School at a time to be determined by the LAUSD.
- **Non-Compliance**:
    - Any employee deemed to be in non-compliance with this policy may be subject to disciplinary action, up to and including termination from at-will employment.

  - The Charter School reserves the right to refuse entry to campus to any volunteer, vendor, contractor other adult supporting Charter School functions, should they fail to comply with the proof of vaccination and testing directives as stated in this Policy.
- All employees who have not yet vaccinated should do so outside of working hours. Employees who demonstrate they are unable to get vaccinated outside working hours may use either COVID-19 Supplemental Paid Sick Leave or accrued sick leave for time spent attending a COVID-19 vaccination appointment. In such cases, employees must consult with their supervisors regarding the best time to be excused to receive the vaccine and are responsible for arranging coverage during their absence to get vaccinated, if applicable.
- Employees who experience symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework may be entitled to COVID-19 Supplemental Paid Sick Leave, if available and upon request.
- The Charter School will not discriminate, harass, or retaliate against any employee for receiving the COVID-19 vaccine or for electing not to receive the COVID-19 vaccine. However, the School reserves the right to appropriately discipline an employee for non-compliance with this policy, consistent with applicable law.
- As public health and legal guidance regarding COVID-19 vaccinations evolves, the Charter School reserves the right to revise this Employee Vaccination Policy. Upon any revision to this Employee Vaccination Policy, the Charter School will provide immediate notice in writing to all employees.
- Employee with any questions regarding the Charter School's Employee Vaccination Policy may contact Human Resources Department at hr@magnoliapublicschools.org.

15. COVID-19 Vaccination Policy for Students. The Charter School has adopted the following COVID-19 student vaccination policy ("Student Vaccination Policy"). The purpose of this Student Vaccination Policy is to protect the health, safety, and well-being of all Charter School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the Equal Employment Opportunity Commission ("EEOC"), Centers for Disease Control and Prevention ("CDC"), the California Department of Public Health ("CDPH"), and local health authorities.

- Pursuant to the directive of the Los Angeles Unified School District, all students of MSA-2, 3, 4, 6, 7, and 8 who are eligible to receive COVID-19 vaccination must be vaccinated against COVID-19 by the first day of the 2022-2023 school year, unless medically exempted, or they will not be permitted on campus. At this time, the Student Vaccination Policy applies only to students at MSA-2, 3, 4, 6, 7, and 8.

- **Proof of Vaccination**.
  - Vaccination status can only be proven by one of the following methods acknowledged by the California Department of Public Health:
    - COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control and Prevention or WHO Yellow Card) which includes the name of the person vaccinated, type of vaccine provided and date last dose administered; OR
    - A photo of a Vaccination Record Card as a separate document; OR
    - A photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
    - Documentation of COVID-19 vaccination from a health care provider; OR
    - Digital record that includes a QR code that when scanned by a SMART Health Card reader display to the reader client name, date of birth, vaccine dates and vaccine type.
- **Parental Consent**.
  - Parent/guardian consent is required for vaccination of students 12-17 years of age.
  - A student consent form is available at the Daily Pass Portal at https://DailyPass.lausd.net and is included to be filled out as part of the process of making an appointment to receive COVID-19 vaccination from the Los Angeles Unified School District.
  - Parents/guardians may be present at, but will not be required to attend, their child's appointment to receive a COVID-19 vaccination from the Los Angeles Unified School District.
- **Compliance Requirements**.
  - To provide proof of vaccination, parents/guardians must upload adequate documentary proof of vaccination to the Daily Pass system and ensure that the information appears in the "Vaccinations" tab of their student's Daily Pass. Students vaccinated by the Los Angeles Unified School District do not need to submit their vaccination record, as it will be automatically updated following receipt of the vaccine.
  - At this time, the Pfizer-BioNTech COVID-19 vaccine is the only vaccine approved for individuals aged 12 to 17. Students who are 18 or older may also use the Johnson & Johnson or Moderna vaccine to satisfy the vaccination requirement.
  - To meet the deadlines imposed by the Los Angeles Unified School District for student vaccination, students aged 12+ should receive their first dose of the Pfizer-BioNTech vaccine no later than 5 weeks prior, and second shot no later than two

weeks prior, to the vaccination requirement deadline. To meet the vaccination deadline, students aged 18+ should receive the single dose of the Johnson & Johnson vaccine no later than two weeks prior to the vaccination deadline. And, to meet the deadline using the Moderna vaccine, students should receive their first shot no later than 6 weeks prior to their deadline with their second shot coming no later than two weeks prior to the vaccination requirement deadline.

- Students of MSA 2, 3, 4, 6 and 8 who are 12 and older will not be permitted to participate in extracurricular activities starting October 31, 2021, unless they provide proof of COVID-19 vaccination through the Daily Pass system.

- **Exemptions and Conditional Admissions**.
  - Parents/guardians may apply for exemptions from the COVID-19 vaccine requirements only for medical reasons. The medical exemption process must be followed with the completion of the *Student Medical Exemption to the COVID-19 Vaccine* form and its submission via the Daily Pass portal.
  - Students who are not in compliance by the deadline may be conditionally admitted if they are in one of the following groups: 1) foster youth, 2) experiencing homelessness, 3) migrant, 4) military family, or 5) has an IEP.
  - There are no religious or personal belief exemptions to the Student Vaccination Policy. Because this Student Vaccination Policy is implemented at the directive of the Los Angeles Unified School District, the Charter School cannot grant exemptions outside of those granted through the District's Daily Pass process.
- MSA 2, 3, 4, 6, 7, and 8 students who fail to comply with the Student Vaccination Policy by the first day of Fall Semester 2022, will be excluded from physically entering campus.
- MSA 2, 3, 4, 6, and 8 students will still be required to comply with all COVID-19 testing frequencies mandated by the Los Angeles Unified School District without regard to vaccination status.

16. Communications to the Charter School Community: The Charter School will keep families, staff, and the community informed, engaged, and in touch as the new school year begins, by implementing the following communications measures:

- The Charter School will engage with families and staff to develop strategies to prepare and respond to the COVID-19 emergency, including guidelines for families about when to keep students home from school and other topics.
- Communications will include a process for engaging families for potentially unknown concerns that may need to be accommodated.
- Prior to the start of the school year, the Charter School will communicate to staff, students, and

parents about new, COVID-19-related protocols, including:

- Proper use, removal and washing of face coverings.
- Screening practice.
- How COVID-19 is spread.
- COVID-19 specific symptom identification.
- Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID- 19, including pertinent isolation and quarantine policies.
- Local community testing sites and options for obtaining COVID-19 testing from private medical providers, including any testing arranged by the Charter School.
- Guidelines for employees regarding COVID-19 specific symptom identification and when to seek medical attention.
- Guidelines for families about when to keep students home from school.
- Systems for self-reporting symptoms.
- Criteria and plan to close schools again for physical attendance of students.
- Changes in Charter School extracurricular, academic, and meal programs to help prevent the spread of COVID-19.
- Contact information at the Charter School for students who may have been exposed to COVID-19.
- Charter School contact information if a student has COVID-19 symptoms or may have been exposed to COVID-19.

- The Charter School will provide information to parents and guardians regarding this Policy and related guidance, along with the safety measures that will be in place in indoor and outdoor settings with which parents and guardians must comply.
- This Policy will be posted at all public entrances to the Charter School campus.
- The Charter School will develop a communications plan for implementation if the school has a positive COVID-19 case in accordance with CDPH and CDE guidelines.

The MPS CEO/Superintendent is authorized to implement changes or additions to this policy in order to ensure compliance or consistency with new or revised orders or guidance from local, county, state or federal authorities ("Agencies"), to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy, and to ensure compliance with the Charter School's charter petition. The MPS CEO/Superintendent shall provide the Board with regular updates as to actions taken pursuant to this section.

Appendix

Site Specific Planning Form

This document has been included to align with the Los Angeles Unified School District's ("LAUSD")'s COVID-19 Containment, Response and Control Plan ("Containment Plan"). Pursuant to the LAUSD's Containment Plan, the LAUSD is requiring all Los Angeles Unified schools complete this form, along with the pre-filled versions of the Los Angeles County Department of Public Health COVID-19 Reopening Protocols forK-12 Schools: Appendices T1 and T2 documents.

School Name: _____

Date Last Revised: _____

School Address: _____

Location Code: _____

School Phone Number: _____

Campus Density

- Approximate Square Footage open: _____
- Maximum Student Capacity: _____
- Maximum Number of Staff with physical distancing: _____
- Total Number of Students Enrolled: _____
- 25% of Total Number of Students Enrolled: _____
- In-person class size is limited to: _____
  - ➢ The **maximum** number of students & staff permitted on campus at any one time to ensure no more than 25% of total student body andto maximize physical distancing is:

Specialized Services for defined subgroups of children (T1)

Enter the estimated total number of students that will return per grade (if none, enter 0)			
TK:	3:	5:	9:
K:	4:	6:	10:
1:	5:	7:	11:
2:	6:	8:	12:
Estimated total number of administrators, teachers, and other employees on campus supporting resumption of all permitted in-person services for students:_____			

Services

The Grab & Go Food Center located closest to this school is at:

- School Name:_____
- Address_____

The COVID-19 Test Center located closest to this school is at:

- School Name:_____
- Address:_____

School COVID-19 Compliance Task Force

Name	Job Title	Role
	(Principal)	Leader
		COVID-19 Compliance Officer
	(School Administrative Assistant)	Attendance Monitor
	(Plant Manager)	Cleaning/Disinfecting Operations
	(School Nurse)	Exposure Management Advisor
		Health Office Manager
		Data Collection Manager

Health Office Set-up and Staff

Type of Health Office	Indoor vs. Outdoor	Location	Staff Person(s)	Alternate	Runner
General Health Office (Non-COVID)					

Isolation Area (Recommended Outdoors)					
Quarantine Area					

School Communications

The following information was sent to parents/students prior to the start of in-person services: (check all that apply)	
☐ Isolation and quarantine policies as they apply to students who have symptoms or may have been exposed	☐ Options for COVID-19 testing if the studentor a family member has symptoms or exposure to COVID-19
☐ Changes in school meals to avert risk	☐ Required use of face coverings
☐ How to conduct a symptom check before students leave home for school	☐ Changes in academic and extracurricular programs to avert risk
☐ Importance of student compliance with physical distancing and infection control policies	☐ Who to contact at the school if students have symptoms or may have been exposed
☐ School policies concerning parent visits to school and advisability of contact the school remotely	☐ Importance of providing up-to-date emergency contact information, including multiple parent contact options

Updated on 03/18/2022

HEALTH AND SAFETY POLICY FOR COVID-19

It is the policy of Magnolia Public Schools ("Charter School") to take all reasonable measures to prevent the spread of the novel coronavirus disease ("COVID-19") among students and staff. In accordance with this policy, the Charter School is temporarily implementing health and safety measures to mitigate the spread of COVID-19 as the Charter School resumes in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing alternative measures can provide additional layers of safety. This Policy includes both mandatory measures (using terms "shall" or "will") as well as recommended measures intended to guide decisions in light of practical limitations.

This Policy is based on guidance provided by the Centers for Disease Control ("CDC"), the California Department of Education ("CDE"), the California Department of Public Health ("CDPH"), and relevant county public health officials. The Governor and each county public health official is vested with the authority to impose health and safety standards, which may vary by locality in response to different local conditions. The Charter School will, as necessary, consult with their county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions to individually determine whether more or less stringent measures are necessary to align with the applicable public health orders. The Charter School will fully cooperate with county public health officials regarding the screening, monitoring and documentation that will be required to permit careful scrutiny of health outcomes associated with the return to in-person instruction on Charter School campuses.

This Policy constitutes the COVID-19 Infection Control Plan for each Charter School worksite. Prior to resuming in-person instruction, the Home Office COVID-19 Response Team shall perform a comprehensive risk assessment of all work areas and work tasks in accordance with guidance from CDPH and this Policy. The following staff member(s) is (are) responsible for implementing this Policy at each campus:

School Name	Staff Members	Phone Number
Magnolia Science Academy-1	Home Office COVID-19 Response Team	213-628-3634
	MSA-1 Compliance Task Force Team	818-609-0507
Magnolia Science Academy-2	Home Office COVID-19 Response Team	213-628-3634
	MSA-2 Compliance Task Force Team	818-758-0300
Magnolia Science Academy-3	Home Office COVID-19 Response Team	213-628-3634
	MSA-3 Compliance Task Force Team	310-637-3806
Magnolia Science Academy-4	Home Office COVID-19 Response Team	213-628-3634
	MSA-4 Compliance Task Force Team	310-473-2464
Magnolia Science Academy-5	Home Office COVID-19 Response Team	213-628-3634
	MSA-5 Compliance Task Force Team	818-705-5676
Magnolia Science Academy-6	Home Office COVID-19 Response Team	213-628-3634
	MSA-6 Compliance Task Force Team	310-842-8555
Magnolia Science Academy-7	Home Office COVID-19 Response Team	213-628-3634
	MSA-7 Compliance Task Force Team	818-886-0585
Magnolia Science Academy-8	Home Office COVID-19 Response Team	213-628-3634
	MSA-8 Compliance Task Force Team	323-826-3925
Magnolia Science Academy-Santa Ana	Home Office COVID-19 Response Team	213-628-3634

	MSA-SA Compliance Task Force Team	714-479-0115
Magnolia Science Academy-San Diego	Home Office COVID-19 Response Team	213-628-3634
	MSA-SD Compliance Task Force Team	619-644-1300
MPS Home Office	Home Office COVID-19 Response Team	213-628-3634

In addition to in-person instruction, the Charter School will also offer optional independent study as an alternative to in-person instruction in the 2021-22 school year. Independent study will also be made available for students for whom in-person instruction poses a heightened risk of infection.

1. Limited Access to Campus. As school campuses open for fully in-person instruction in the 2021-22 school year, California public health authorities have relaxed restrictions on access to school campuses; however, the ongoing threat of COVID-19 and the public health orders in effect necessitate that the following precautions be maintained:

- The Charter School may limit nonessential visitors' access to the Charter School campus and may limit the number of students and staff with whom they come into contact, based on, among other factors, the current levels of community transmission, the vaccination status of any such visitor, and the relative importance of the visit's purpose.
- The Charter School will exclude from the campus any employee, student, parent, caregiver or visitor who refuses to take or does not pass a Wellness and Temperature Screening.
- All visitors to a Charter School Campus must wear a face mask while inside any Charter School building, vehicle, or other enclosed space if that school has a mask requirement still in place. Visitors to these campuses may wear a face shield with a drape along the bottom if they are unable to wear a mask due to a medical condition, mental health condition, or disability, or if they are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Any parent or guardian picking up a student who has been placed on isolation or quarantine must stay outside campus and the student will be brought to them for dismissal.
- Signage shall be posted at all public entrances to the Charter School warning visitors not to enter if they have COVID-19 symptoms.
- Students excluded from campus on the basis of an elevated temperature or other COVID-19 related symptoms may be provided with Independent Study opportunities to support their

academic success to the greatest extent possible during exclusion.

- Students and employees who are well but who have a household member that has been diagnosed with COVID-19 are directed to notify the COVID-19 Compliance Officer, who will consult with other Charter School staff to determine whether the student or staff member can continue coming to school with a modified quarantine in light of current guidance and this Policy.
- Per Cal/OSHA requirements, the Charter School shall exclude staff members who have symptoms consistent with COVID-19 or who have had a close contact with a positive COVID-19 case and are not vaccinated.
- Health and safety standards and procedures shall be applied equally to all users of a public school campus that is subject to a co-location arrangement.
- Implement health screenings of students and staff upon arrival at school (see Section 2).
- To the extent that non-parent visitors are required to enter the Charter School Campus, the School will take the following precautions:
    - Non-parental visitors will be allowed on campus via appointment only.
    - Non-parental visitors must pre-register in a visitor's log, which includes the visitor's name, email address, and phone number.
    - Non-parental visitors will only be allowed to enter specific areas to conduct their business.
    - Visitors to MSA-2, 3, 4, 6, and 8 must complete daily screening questions using LAUSD's Daily Pass or at the entrance to the school.

2. Wellness Checks and Temperature Screenings:

- *COVID-19 Symptoms*. Currently, the CDC has identified the following as potential symptoms of COVID-19:
    - Fever or chills
    - Cough
    - Shortness of breath or difficulty breathing
    - Fatigue
    - Muscle or body aches
    - Headache
    - New loss of taste or smell
    - Sore throat
    - Congestion or runny nose
    - Nausea or vomiting

    - Diarrhea
- In-person wellness checks administered under this Policy shall:
    - Confirm that the subject has not experienced COVID-19 symptoms in the prior 48 hours or potentially been exposed to COVID-19, by soliciting the following information:
        - Have you had any one or more of these symptoms today or within the past 48 hours? Are these symptoms new or not explained by another reason?
            - Fever or chills
            - Cough
            - Shortness of breath or difficulty breathing
            - Fatigue
            - Muscle or body aches
            - Headache
            - New loss of taste or smell
            - Sore throat
            - Congestion or runny nose
            - Nausea or vomiting
            - Diarrhea
        - Do you live in the same household with, or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus? Close contact means being within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the person is isolated.
    - If the student, staff, parent, or, visitor answers “no” to all questions, he or she may enter the school.
    - If the student, staff, parent, or visitor answers “yes” to any of the questions, he or she may not enter the school. Employees, parents, and visitors answering “yes” must leave immediately and will be instructed to self-isolate until further instructions are given by the COVID-19 Compliance Officer. Students answering “yes” will be isolated and must leave as soon as pickup can be arranged and then will be instructed likewise.
    - Students, staff, parents, or, visitors have had close contact with an individual who has tested positive shall return home to self-quarantine as per CDPH and local guidance.
        - However, the Charter School will not exclude such individuals with close contact exposure and not require them to return home or self-isolate if they are both asymptomatic and fully-vaccinated against COVID-19. Should an

asymptomatic and fully-vaccinated individual be exposed to COVID-19, the Charter School reserves the right to request proof of vaccination for COVID-19 before allowing the individual on campus.

- Students and staff are encouraged to screen themselves for symptoms at home before coming to campus.
- Students and staff of MSA-2, 3, 4, 6, and 8 may be subject to further health check procedures as required by LAUSD.
- A check in area should be established on campus for health screenings to be performed privately and with enough space to allow physical distancing.

- *Campus Screening Logistics*:
  - Each employee and visitor to the school site shall be screened for COVID-19 symptoms before entering the school site.
  - Temperature and wellness screenings will be performed by a trained school employee at all Charter School Campuses to the extent feasible.

3. COVID-19 Compliance Task Force and Compliance Officer. State and local health orders require that schools designate a task force and liaison to be responsible for receiving and sharing information on COVID-19 policies, positive cases, and exposures. The Charter School shall comply with these requirements by implementing the following measures:

- The Charter School will comply with and implement the "COVID-19 Exposure Management Plan Guidance in TK-12 Schools," promulgated by the Los Angeles County Department of Public Health ("LAC DPH"). If the LAC DPH Exposure Management Plan is updated such that this Policy becomes materially inconsistent with it, the Charter School will follow the current Exposure Management Plan.
- The Charter School will establish a Compliance Task Force. The Compliance Task Force is responsible for establishing and enforcing all COVID-19 safety protocols, as well as ensuring all Charter School students and staff receive appropriate COVID-19 education. The names and contact information for all Compliance Task Force members are referenced above on pages one and two of this policy
- The Charter School will designate a "COVID-19 Compliance Officer," to act as a liaison between the local county public health department and the Charter School, in the event of a COVID-19 cluster or outbreak at the Charter School. The name and contact information for the Charter School's COVID-19 Compliance Officer is referenced above on pages one and two of this policy.
- The COVID-19 Compliance Officer shall monitor trends in absences and the prevalence of symptoms and illnesses among students and staff on campus to help isolate them promptly, as

needed.

- The COVID-19 Compliance Officer shall be the point of contact responsible for sharing information on positive cases and exposures to relevant state and local health departments, as detailed in the Exposure Management Plan section of this Policy.
- The COVID-19 Compliance Officer shall conduct COVID-19 Task Force meetings no less than twice per month to identify areas for improving the enforcement and results of this Policy.

4. COVID-19 Testing and Reporting. Testing, in conjunction with vaccination, face masking, and other safety protocols, is a key factor in preventing COVID-19 infection. In keeping with the recommendations and requirements of state and local health departments, the Charter School shall implement the following testing and reporting procedures:

- When testing students or employees for COVID-19, the Charter School will use FDA-Authorized viral COVID-19 tests, including a Nucleic Acid Amplification Test (NAAT, such as a Polymerase Chain Reaction test or an Antigen test. An FDA-authorized over-the-counter test is acceptable for student screening so long as the results can be verified, but may not be used for the periodic testing of school employees required by the CDPH in lieu of vaccination.
- Testing will be applied on symptomatic[1], response[2], and asymptomatic[3] bases.
- The Charter School's COVID-19 Compliance Officer must be made aware of all positive student and staff test results and shall report those results to local public health officials as required by law.
- Per Cal/OSHA Emergency Temporary Standards, the Charter School will provide testing at no cost to employees during paid time for:
    - Symptomatic unvaccinated employees, regardless of whether there is a known exposure,
    - Unvaccinated employees after an exposure,

[1] Symptomatic testing "is used for individuals with symptoms of COVID-19, either at home or at school."

[2] Response testing "is used to identify positive individuals once a case has been identified in a given stable group. Response-based testing can be provided for symptomatic individuals or for asymptomatic individuals with known or suspected exposure to an individual infected with SARS-CoV-2."

[3] Asymptomatic testing is "used for surveillance, usually at a cadence of every 2 weeks or less frequently, to understand whether schools have higher or lower rates of COVID19 rates than the community, to guide decisions about safety for schools and school administrators, and to inform LHDs about district level in-school rates. Asymptomatic testing can also be used for screening, usually at a higher cadence (weekly or twice weekly) than surveillance testing, to identify asymptomatic or pre-symptomatic cases, in order to exclude cases that might otherwise contribute to in-school transmission."

  - Vaccinated employees after an exposure if they develop symptoms,
  - Unvaccinated employees in an outbreak (three or more employee cases), or
  - All employees in a major outbreak (20 or more employee cases).
- Testing Required in San Diego County:
  - No student testing will be required at MSA-SD at this time due to local transmission rates. However, the Charter School reserves the right to exclude MSA-SD students from campus who are either symptomatic for COVID-19 or who have been exposed to COVID-19, until all time and symptom criteria have been reached, consistent with public health guidance and as stated in this Policy. The Charter School will also continue to monitor local case rates to determine whether any further COVID-19 testing of students is necessary.
  - Consistent with California's "State Public Health Officer Order of August 11, 2021," all MSA-SD employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on campus must either provide the School with proof of COVID-19 vaccination or test for COVID-19 at least once per week, consistent with applicable law and the Charter School's COVID-19 employee vaccination policy.
- Testing Required at Magnolia Science Academy MSA- 2, 3, 4, 6, and 8:
  - Thereafter, all students and employees will undergo asymptomatic COVID-19 testing weekly, regardless of COVID-19 vaccination status.
  - Individuals vaccinated as part of the vaccination program carried out by the Los Angeles Unified School District do not need to provide proof of vaccination to the District.
  - All students and employees must undergo symptomatic and response testing for COVID-19, as needed.
  - Employees may not use self-administered and self-read at-home rapid antigen tests unless observed by the employer or authorized telehealth proctor for purposes of clearing isolation or for establishing a positive case for purposes of being excused from weekly testing for 90 days following recovery from COVID-19.
- Testing Required at MSA-1, 5, 7 and MSA-SA:
  - All unvaccinated students must test for COVID-19 at least once per week.
  - Consistent with California's "State Public Health Officer Order of August 11, 2021," all MSA-1, 5, 7, and MSA-SA employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on campus must either provide the School with proof of COVID-19 vaccination or test for COVID-19 (PCR test only) at least once per week, consistent with applicable law and the Charter School's COVID-19 employee vaccination policy.

- Testing Required at MSA-SD and Home Office:
  - Consistent with California's "State Public Health Officer Order of August 11, 2021," all MSA-San Diego and Home Office employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on campus must either provide the School with proof of COVID-19 vaccination or test for COVID-19 (PCR test only) at least once per week, consistent with applicable law and the Charter School's COVID-19 employee vaccination policy.
- Testing Required at MSA-2, 3, 4, 6, and 8:
  - All employees and students are required to undergo weekly testing (PCR test) regardless of vaccination status.

- Additional levels of employee and student COVID-19 testing may be implemented in response to local disease trends, an outbreak, as determined by the Home Office COVID-19 Response Team, where required by Cal/OSHA regulations, or where otherwise required by law or public health guidance. The Charter School reserves the right to require employees undergo additional frequencies of COVID-19 testing, consistent with applicable authority, and directives from public health authorities as well as the School's authorizer, regardless of an employee's COVID-19 vaccination status.
- Consistent with Cal/OSHA regulations and applicable law, the School must impose different health and safety requirements depending on an employee's COVID-19 vaccination status. Cal/OSHA defines an individual as fully vaccinated when "the employer has documented that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO)." As a result, to forego any potential COVID-19 health and safety restrictions, such as exclusion/quarantine periods, some COVID-19 testing and other directives, employees must provide the Charter School with proof of COVID-19 vaccination or complete a COVID-19 vaccination status attestation. Employees who are either unvaccinated or who decline to provide the Charter School with proof of COVID-19 vaccination or attest to their COVID-19 vaccination status will be considered unvaccinated, and must comply with all health and safety directives, as stated in this Policy.
- For staff and student-wide testing, all staff and students shall be tested, except any staff and students who have no contact with others and do not report to campus.
- The Charter School can cause tests to be provided at any one of its campuses, or have staff get tested at any local testing site or by their health insurance provider, which must cover the cost.

  - If county-provided testing is not available, then private labs and health insurance providers may be used, and the cost of testing must be covered by the health insurance provider under an emergency state regulation.
- The Charter School's liaison must be made aware of the student and staff test results and report those results to local public health officials.
- Student consent for testing:
  - For Charter School Students aged 12 and under, the Charter School will require parental consent for COVID-19 testing.
  - Pursuant to California Family Code Section §6926 and CDPH guidance, Charter School Students aged 13 to 17 may consent to COVID-19 testing on their own.
  - Charter School students aged 18 and older do not need parental consent for COVID-19 testing.
- Students who refuse to participate in the COVID-19 testing program or to report the test results to the Charter School, where such testing is required, will not be allowed to return to in-person instruction or otherwise enter the Charter School Campus. Both the testing and the reporting are required under applicable public health guidance and legal authority.
- For staff who refuse to participate in the COVID-19 testing program or to report the test results to the Charter School, where such testing is required, the Charter School reserves the right to discipline an employee for such non-compliance, up to and including termination from at-will employment.
- Consistent with applicable law, the Charter School will consider accommodations from mandatory testing for medical reasons and any other lawfully recognized reason. Employees or students and/or parents/guardians who wish to request an accommodation for themselves or their child can contact the Charter School. The Charter School cannot guarantee the availability of particular accommodation and will process all requests for accommodation consistent with MPS policies and applicable law.
- The Charter School must maintain confidentiality of test results, other than reporting the results to local public health officials. All medical information about any employee must be stored separately from the employee's personnel file in order to limit access to this confidential information. The Charter School should have a separate confidential medical file for each employee where the Charter School can store all of that employee's medical information. Medical information includes COVID-19 test results, an employee's statement via any symptom screening that they have symptoms or COVID-19, medical certifications showing the employee needs time off due to COVID-19, etc. For students, the Charter School will take similar precautions to safeguard the students' privacy and confidentiality, consistent with FERPA and all relevant legal requirements.

- All volunteers, contractors, vendors and other adults supporting Charter School functions on any MPS campus must comply with applicable COVID-19 testing requirements, as stated in the COVID-19 Vaccination Policy.
- In the event of a positive test result of a student or family member:
    - The Charter School requires that parents/guardians notify school administration immediately if the student tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.
    - Upon receiving notification that staff or a student has tested positive for COVID-19 or been in close contact with a COVID-19 case, the Charter School will take actions as required in Section 5 below.

5. Exposure Management Policy. Preventing and minimizing the spread of COVID-19 within the Charter School Community requires a sound policy for managing exposure to infected individuals. The Charter School will follow the exposure management provisions of the "COVID-19 Exposure Management Plan Guidance in TK-12 Schools," promulgated by the LAC DPH as well as "COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year" promulgated by the CDPH. In the event that this protocol is updated so that it materially conflicts with the measures laid out in this Policy, the Charter School will follow the updated protocol; otherwise, the following measures shall be followed:

- Per AB 86 and California Code Title 17, section 2500, schools are required to report COVID-19 cases to the local public health department. The COVID-19 Compliance Officer shall report every positive COVID-19 case to the appropriate county authority.
- All MSA campuses will maintain classroom seating charts to facilitate future identification of close contacts.
- Potential Exposure: In the event of notice of potential exposure,[4] with regards to its employees, the Charter School will follow all steps set forth in its Injury and Illness Prevention Program COVID-19 Addendum.
- In the event of a suspected COVID-19 case:
    - The Charter School will identify an isolation room and quarantine room and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms or who is determined to

[4] Notice of potential exposure means any of the following: (a) notification from a public health official or licensed medical provider that an employee was exposed to a qualifying individual at the worksite; (b) notification from an employee, or their emergency contact, that the employee is a qualifying individual; (c) notification through the Charter School's testing protocol that the employee is a qualifying individual; or (d) notification from a subcontracted employer that a qualifying individual was on the school site. (Labor Code § 6409.6, subd. (d)(3).)

have come into close contact with a confirmed case. The isolation and quarantine rooms shall be separate rooms.
    - Isolation of students, employees, and visitors exhibiting symptoms of COVID-19 will occur without regard to vaccination and/or recent testing status.
    - Any students, staff, or visitors exhibiting symptoms should immediately be provided with and required to wear a surgical-grade or better face covering and should be directed to wait in the separate isolation area until they can be transported home or to a healthcare facility, as soon as practicable. For serious illness, call 9-1-1 without delay.
    - Students in the isolation and quarantine areas will be monitored by a staff member.
    - Parents/guardians will be required to pick up their students within one hour. Parents/guardians should take the student to get a COVID-19 test immediately and, if a student of MSA- 2, 3, 4, 6, or 8, should upload the test result to the LAUSD Daily Pass system or otherwise provide a copy to the school.
    - A log will be kept of all persons entering the isolation and quarantine areas.
    - Students will be grouped by stable group or class when possible in the quarantine area.
    - Physical distancing of six feet or greater will be maintained in the isolation and quarantine areas.
- Symptomatic individuals who test negative for COVID-19 can return 24 hours after resolution of fever (if any) and improvement in symptoms.
    - Documentation of a negative test result should be provided to school administrators.
    - In lieu of a negative test result, students and staff may return to work with a medical note by a physician that provides alternative explanation for symptoms and reason for not ordering COVID-19 testing.
    - Symptomatic individuals who neither test for COVID-19 nor consult with a medical professional must isolate at home until fever free for 24 hours, improved symptoms, and 10 days from symptom onset.
- In the event of one or more confirmed COVID-19 case(s) the Charter School will follow the CDPH and local public health guidance, including implementation of the following practices:
    - The Charter School will provide notifications to the local public health department of any known case of COVID-19 among any student, employee, or visitor or other school-associated person who was present on a Charter School campus within the 14 days preceding COVID-19 symptoms, or 10 days before a positive test result.
    - MSA Los Angeles COVID-19 Compliance Officers will notify the Los Angeles County Department of Public Health of any COVID-19 hospitalizations or deaths among students or staff by sending a notification to ACDC-Education@ph.lacounty.gov.

- Notifications will be provided by the Home Office COVID-19 Response Team depending on the county where the school is located.
- For Los Angeles campuses: The COVID-19 Compliance Officer will instruct the individual who tested positive to follow the LACDPH COVID-19 Home Isolation instructions and will inform the positive case that LACDPH will contact them directly to collect additional information and to issue a Health Officer Order to quarantine.
- All students and staff of MSA- 2, 3, 4, 6, and 8 campuses will be contacted by the LAUSD Community Engagement team to be instructed on isolation and to provide further information.
- Site administrators of MSA- 2, 3, 4, 6, and 8 will report to LAUSD using the Initial Exposure Management (IEM) Reporter App, as detailed in the latest LAUSD IOC guidance on exposure management reporting.
- The notification to the local public health department must include:
    - 1) The full name, address, telephone number, and date of birth of the individual who tested positive;
    - 2) The date the individual tested positive, the school(s) at which the individual was present on-site within the 10 days preceding the positive test, and the date the individual was last on-site at any relevant school(s); and
    - 3) The full name, address, and telephone number of the person making the report.
    - For San Diego Charter School locations, the public health department should be notified either via phone at (888) 950-9905, or online at www.coronavirus-sd.com. The notification should list the following information: 1) The name of the person reporting, 2) the Charter School name and district, 3) the Charter School address, 4) your position at the Charter School. For the individual diagnosed with COVID-19, the notification should list the individual's: 1) Name, 2) date of birth, 3) contact information (phone number and email), 4) the individual's last date on the Charter School campus, and 5) any additionally relevant comments.
    - For Los Angeles County Charter School locations: The Charter School will contact the LAC DPH as consistent with its "Protocol for COVID-19 Exposure Management Plan in K-12 Schools,"[5] and either by:
        - 1) Using the LACDPH reporting portal, or:

[5]This document may be found at:

http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/ExposureManagementPlan_K12Schools.pdf

- http://www.redcap.link/lacdph.educationsector.covidreport
- 2) Downloading and completing the COVID-19 Case and Contact Line List for the Education Sector and sending it to ACDC-Education@ph.lacounty.gov.
- 3) Schools having difficulty reporting COVID-19 cases to LACDPH can call (833) 707-0319, Monday through Friday from 8 a.m. to 5 p.m.

- For Orange County Charter School locations: Contact the Orange County Public Health Department via phone at 714-834-8180, or via email at epi@ochca.com.

- Notify all staff and families in the school community of any positive COVID-19 case while maintaining confidentiality as required by state and federal laws.
- Close off areas used by any sick person and do not use before cleaning and disinfection.
- Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection.
- Update protocols as needed to prevent further cases in accordance with CDPH Guidelines ("Responding to COVID-19 in the Workplace").
- Implement communication plans for exposure at school and potential school closures in the event of an outbreak or other necessary circumstances, to include outreach to students, parents, teachers, staff and the community.
- Include information for staff regarding labor laws, California Supplemental Paid Sick Leave, emergency paid sick leave and extended family and medical leave pursuant to the FFCRA, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools.
- Maintain regular communications with the local public health department.
- Recommend testing for all students, employees, and visitors in close contact with the confirmed COVID-19 case, consistent with recommendations from the CDPH and local public health departments.
- For all settings: Provide information regarding close contacts to the county public health department via secure fax or email.
- If the school site must be closed for in-person instruction, develop a contingency plan for continuity of education using independent study. Independent study shall include all of the following:

- Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work;

- Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
- Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports;
- Special education, related services, and any other services required by a student's individualized education program, with accommodations necessary to ensure that individualized education program can be executed in an independent study learning environment;
- Designated and integrated instruction in English language development for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning;
- Providing synchronous instruction as required by law.
  - "Synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
    - o For TK/K-3 opportunities must occur daily.
    - o For 4-8 opportunities must occur weekly along with daily live interaction.
    - o For 9-12 opportunities must occur weekly.
    - o Can be classroom style, designated small group, or one-on-one.
  - The "teacher of record for that pupil" pursuant to Section 51747.5 is the assigned supervising teacher who must be an employee. There is not more than one supervising teacher.
- Charter School will document each pupil's participation in synchronous instruction.
- Continuing to provide school meals.

- Provide guidance to parents, teachers and staff reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.

- If the COVID-19 case was present on the Charter School campus, the individual must be excluded from campus for at least 5 days from COVID-19 symptom onset, or if asymptomatic, 5 days from the date the specimen was collected for the positive COVID-19 test, as detailed below.

- In the event of a cluster (three or more cases within 14 days), the Charter School will contact local county public health officials, as necessary, and work closely with such officials to determine whether the cluster is an outbreak, requiring outbreak response.[6]
- In the event of an outbreak or cluster at a Charter School:
  - The Charter School CTF and COVID-19 Compliance Officer will work closely with local county public health officials, timely provide all required information, and otherwise comply with all CDPH and local guidance regarding outbreaks.[7]
  - The COVID-19 Compliance Officer for MSA Los Angeles campuses will immediately call the LACDPH at (833) 707-0319 or submit an online report at http://www.redcap.link/lacdph.educationsector.covidreport.
  - The Charter School will notify students, families, employees, and stakeholders that the Charter School and local public health department are investigating a cluster and/or outbreak. The notice will encourage all stakeholders to follow public health recommendations.
  - The Charter School will additionally notify all stakeholders if the school is to be closed for 14 days due to widespread and/or ongoing transmission of COVID-19 at the school or in the general community.
  - The Charter School will identify absenteeism among those in affected classes and coordinate with the LHD to contact these absentees to screen for symptoms of COVID-19 if they were exposed to a case during the case's infectious period.
  - Limit visitors to the affected Charter School campus, except for those that are essential to the Charter School's mission. Law Enforcement Personnel (Sheriff and Police), Fire, Medical, Emergency, or government employees who are responding to, working at, or inspecting the facility will be allowed to access the Charter School campus.

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[6] In the event of a "cluster," Los Angeles County Charter Schools must specifically report such information to the LAC DPH at LADPH at ACDC-Education@ph.lacounty.gov or by calling (888) 397-3993.

[7] In the event of an outbreak, all Charter School locations will comply with guidance titled "Management of Outbreaks of COVID-19," issued by the LAC DPH. This protocol can be found at: http://publichealth.lacounty.gov/media/Coronavirus/docs/education/EMPSupplement_K12Schools.pdf. In the event that other state or local guidance provides more stringent outbreak protocol, the Charter School will comply with such protocol.

- Discontinue all non-essential in-person group activities at the Charter School Campus during the outbreak.
- Identify absenteeism among affected classes and contact those absentees to screen for COVID-19 symptoms.

- Close Contacts and Quarantine
  - A "Close Contact" is spending a total of fifteen minutes or more over a 24-hour period within 6 feet of an infected person or, in Los Angeles County, having had unprotected contact with the infected person's body fluids and/or secretions of a person with confirmed COVID-19 (e.g., being coughed or sneezed on, sharing utensils or saliva, or providing care without using appropriate protective equipment).
  - An individual will only be considered a close contact if the Charter School is reasonably sure that they meet the above definition. Individuals will not be deemed a close contact solely because they were in the same classroom or school group as a confirmed COVID-19 case, regardless of actual proximity to the confirmed case.
  - "Fully vaccinated" refers to those who have received either a single dose vaccine or the second dose of a two-dose vaccine over two weeks ago.
  - For Los Angeles Campuses: when notifying any individual that they are a close contact of a positive case, the COVID-19 Compliance Officer will provide that individual with a copy of the LACDPH Public Health Emergency Quarantine Order. Notifications that an individual is a close contact will also contain all messages required to be included pursuant to the LACDPH K-12 Exposure Management Plan guidance.
  - *Quarantine exemptions for all MSA campuses*.
    - *Employees* who are both (1) Fully vaccinated and boosted if eligible, and, (2) those who have recovered from laboratory-confirmed COVID-19 within the last 90 days regardless of vaccination status, may continue to attend school and do not need to quarantine at home following close contact with a positive case, so long as the employee self-monitors for symptoms and wears an upgraded surgical-grade mask when around others for 10 days from exposure (if at a campus subject to a mask requirement), and does not display symptoms of COVID-19, tests negative on Day 5 from exposure.
      - *MSA-2, 3, 4, 6, and 8 students and staff must test immediately and on Day 5 from exposure.*
    - Asymptomatic staff close contacts who are fully vaccinated and booster-eligible but not boosted may remain at the worksite after close contact on the condition that they remain asymptomatic and meet testing and masking requirements for quarantine exemption.

- *Students* who are fully vaccinated (regardless of booster status) and (2) those who recovered from laboratory-confirmed COVID-19 within the last 90 days, may continue to attend school and do not need to quarantine at home following close contact with a positive case, so long as the student self-monitors for symptoms for 10 days from exposure and does not display symptoms of COVID-19.
  - *MSA-2, 3, 4, 6, and 8 students and staff must test immediately and on Day 5 from exposure.*
- Quarantine-exempt individuals at MSA 2, 3, 4, 6, and 8 must also continue to test with the weekly mobile testing team.

- *Quarantine rules for individuals not exempt from quarantine at MSA- 1, 5, 7, and Santa Ana, and San Diego*.
  - Modified Quarantine. Close contacts of a positive case, while both parties were in a school setting supervised by staff and were correctly wearing masks for the entire exposure period, may continue to attend school during a modified quarantine, so long as they i) do not show symptoms of COVID-19, ii) continue to mask indoors *and outdoors* while at school, iii) undergo at least twice weekly testing during the quarantine, and iv) continue to quarantine from all extracurricular activities including sports and activities within the community setting. When not attending in-person instruction, students undergoing modified quarantine must otherwise remain at home for the duration of their quarantine. Modified quarantine is not available if the exposed student is part of a TK-12 outbreak. All exposed students must quarantine at home during an outbreak. Students undergoing modified quarantine must eat six feet from other students. Modified Quarantine may end after the Day 7 from exposure if the second test taken during quarantine is performed on or after Day 5 from exposure and is negative and the student remains asymptomatic.
  - Students at MSA Santa Ana and San Diego are strongly encouraged to but not required to mask during modified quarantine.
  - Standard Quarantine. If an individual is not exempt from quarantine and either cannot or will not follow all of the requirements for modified quarantine, they must quarantine at home for 10 days following exposure, or for 5 days following exposure if a negative test is taken on Day 5 and the individual remains asymptomatic.

- If any symptoms develop during the 10-day period after exposure under any type of quarantine, the exposed person must immediately isolate, get tested, and contact their healthcare provider with any questions regarding their care. Any individual who is under any type of quarantine should wear a well-fitting medical grade mask when around others for 10 days from their exposure to a positive case.

- *Modified Quarantine for individuals not exempt from quarantine at MSA 2, 3, 4, 6, and 8*
  - Individuals who are identified as close contacts may participate in modified quarantine, in which exposed students and employees continue to attend school in-person unless they develop symptoms or test positive.
  - Modified quarantine can only be considered if:
    - The exposure occurred in a TK-12 setting. Students at Early Education Centers and Adult School programs are not eligible for modified quarantine and must quarantine at home if they are exposed to a positive case.
    - The exposure occurred in a school setting where students were supervised by school staff (i.e. classroom, school grounds with school staff present, school bus, etc.). Close contacts with exposure to infection at home are not eligible for modified quarantine, unless they are exempt from quarantine based on vaccination status or recent recovery from infection.
    - The school can verify that both the infected individual and the individual identified as a close contact were mask compliant during the entire period of exposure, including outdoor exposure (masks must have been completely covering the individuals' nose and mouth). Students with face mask accommodations are not allowed to participate in modified quarantine. School administrators will report on mask compliance for each close contact when submitting IEM Reports using the IEM Reporter App.
    - The exposure occurred in a school that does not have a confirmed active outbreak, as determined by LACDPH. An outbreak is when significant transmission (confirmed epidemiologically-linked cases) has occurred at a school within a 14-day period. Schools with confirmed outbreaks may not implement modified quarantine.

- Students eligible to participate in modified quarantine will appear as "Allowed" in the Principal's Daily Pass Dashboard and will be allowed to generate a Daily Pass QR code. These students will also be identified in a "Watch" column in the Daily Pass Dashboard Cases tab, to indicate to Site Administrators they are under modified quarantine protocols.
- Individuals in modified quarantine must be asymptomatic. All students will be required to respond to the Daily Pass health screening questions. Symptoms must be monitored daily, and if symptoms develop, the student cannot continue to participate in modified quarantine. Symptomatic close contacts must isolate at home and get tested immediately, preferably at a LAUSD testing site.
- Students who are participating in modified quarantine should be given the opportunity to participate in the full instructional program during the school day, including recess and lunch time. However, the school must not allow students in modified quarantine to participate in extracurricular activities, including sports, clubs, Beyond the Bell, and other before and after school care or programming. The modified quarantine is meant to let students continue learning during the instructional day but does not cover other activities outside of the regular school curriculum. Students must leave campus after school and go directly home.
- Individuals in modified quarantine must wear a surgical-style mask or higher PPE at all times on school grounds except when they are eating or drinking. The school site should make arrangements and ensure students in modified quarantine are distanced 6 feet during meal periods when masks are removed. School sites will provide upgraded masks to students in modified quarantine if needed.
- Individuals in modified quarantine must test on or around Day 5 and twice per week for the duration of the quarantine period. Tests can be either a rapid antigen test or a PCR test. The first test should be conducted at initial exposure or as soon as possible after the exposure (Day 1); the second test must be on or after Day 5, so that the individual can be released from quarantine on Day 6 if they test negative.

- If all of these criteria are not met, modified quarantine is not available.

- *Standard Quarantine for individuals at MSA 2, 3, 4, 6, and 8.*
  - Individuals who are not exempt from quarantine and do not qualify for modified quarantine are subject to standard quarantine if they are a close contact of an individual who tests positive for COVID-19. These individuals must complete a ten-day quarantine and return on day eleven if they remain asymptomatic for the duration of quarantine unless the exposed individual ends quarantine sooner by receiving a negative result on a test taken on or after the fifth day from exposure.
  - Individuals undergoing quarantine who get tested for COVID-19 on or after the fifth day from exposure to the confirmed case may return to school on Day 6 once proof of a negative test is submitted through the Daily Pass system, but must wear a surgical mask when around others and continue to self-monitor for symptoms through day 10 from exposure. Students will be cleared to return to school through the Daily Pass system.
  - Individuals at MSA 2, 3, 4, 6, and 8 who complete their quarantine period will be cleared to return to school via the Daily Pass system.
  - All asymptomatic close contacts that have quarantined due to potential exposure will be able to test at any COVID-19 test site or with a mobile testing team, so long as they remain asymptomatic.
- All staff and students of Los Angeles campuses who are close contacts of a positive case but remain on campus due to quarantine exemption or modified quarantine must be tested on Day 5 after the date of last exposure, regardless of vaccine or booster status.
- *MSA 2, 3, 4, 6, and 8 Quarantine Guidelines for Household Close Contacts*
  - Individuals with continuous exposure to a sibling or household member who tests positive must remain at home for a minimum of 10 days following the date of the household member's positive test. These individuals are not eligible for modified quarantine, unless they are exempt from quarantine due to vaccination status or recent infection.
  - Household close contacts must stay at home for the duration of the positive household member's isolation period. Close contacts then begin their official 10-day quarantine on the date that the positive individual's isolation ends (e.g. if the household positive's isolation period ends on Day 6 due to a negative test on Day 5, this would be the individual's Day 1).

        - Close contacts should test on or after Day 5 of their official quarantine period to return to school or work on Day 6.
        - Positive household members must consistently wear an upgraded, surgical-style mask at home for a full 10 days following the date of their positive test, even if they are allowed to return to school or work on Day 6. If this condition cannot be met, the household close contact must delay the start of their official quarantine until Day 11.
    - Quarantine rules for all employees are stated in the COVID-19 Injury and Illness Prevention Program ("IIPP") addendum.
- For individuals who test positive for COVID-19:
    - Checking for false positives on Los Angeles Unified School District Sites only (MSA-2, 3, 4, 6 and 8):
        - To reduce unnecessary anxiety and isolation/quarantine of students and staff, the Charter School shall re-test asymptomatic individuals who have tested positive for COVID-19 as required by the Los Angeles Unified School District.
        - If an individual (student or staff) receives a positive test result, the Los Angeles Unified School District Community Engagement Team will contact the individual to conduct an interview and confirm whether he or she has symptoms consistent with COVID-19.
        - *Symptomatic Positive Case.* If the individual is determined to be symptomatic, has a known exposure to a positive case, and/or is in a high prevalence setting (i.e., a campus with more than one active case), the Los Angeles Unified School District Community Engagement Team will direct the individual to isolate for at least 5 days per the latest CDPH isolation guidance and quarantine all close contacts per Los Angeles County Department of Public Health guidelines.
        - *Asymptomatic Positive Case*. If the individual is determined to be asymptomatic, has no known exposure, and is in a low prevalence setting (i.e., a campus with more than one active case), the individual will be asked to isolate, and all close contacts will be asked to quarantine. The individual will be directed to re-test within 48 hours of the positive sample collection.
        - If the confirmatory test returns a negative result, the Los Angeles County Department of Public Health will approve the false positive request and report it to the State of California. The individual is thereafter released from isolation and all close contacts are released from quarantine. The Los Angeles Unified School District Community Engagement Team will then deactivate the positive case and be permitted to access District sites again.

- If the confirmatory test returns a positive result, the Los Angeles Unified School District Community Engagement Team will direct the individual to isolate for at least 5 days per the latest CDPH guidance and all close contacts will continue to quarantine per Los Angeles County Department of Public Health guidelines. The individual will not be permitted to access district owned sites in the meantime.

- Checking for false positives at all other MSA campuses:
  - If an individual (student or staff) receives a positive test result, the COVID-19 Home Office Response Team will contact the individual to conduct an interview and confirm whether he or she has symptoms consistent with COVID-19.
  - All students and staff who test positive for COVID-19 and are determined to be asymptomatic will be strongly encouraged to re-test within 48 hours of the initial positive sample collection.
  - If the confirmatory test is negative the COVID-19 Home Office Response Team will alert the local public health department to the false positive and will release the individual from isolation and will alert all known close contacts that they may cease quarantining.
  - If the confirmatory test is positive, the individual shall continue to isolate and all close contacts shall continue to quarantine.
- Persons with COVID-19 may discontinue self-isolation under the following conditions:
  - At least 5 days have passed since symptom onset or, if asymptomatic, since their positive test; AND
  - At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; AND
  - Other symptoms have resolved or are improving; AND
  - An FDA authorized COVID-19 viral test (antigen preferred) test taken on or after Day 5 from symptom onset is negative.
  - NOTE: If fever reduction, improvement of other symptoms, or a negative test are not all achieved, isolation may not end until after Day 10 from symptom onset or, if asymptomatic, their positive test, so long as 24 hours have passed since resolution of fever and all other symptoms are not present or are improving.
  - Note: For staff, per CAL/OSHA COVID-19 Prevention ETS, testing that is required for employees must be provided by the employer free of charge and

during work hours; these tests may not be self-administered or self-read unless they are observed by the employer or an authorized telehealth proctor.

- No matter when isolation ends, all students and staff recovering from COVID-19 must wear a highly protective non-cloth mask when around others for a full 10 days from testing positive or onset of symptoms.
- The School will comply with Cal/OSHA regulations regarding when employees may return to work after exposure, as detailed in the Charter School's IIPP addendum.

- Subsequent School Closure Criteria:
  - Charter School campuses that are open for in-person instruction may subsequently and temporarily close for in-person instruction based on the following criteria:
    - As determined by and in consultation with the local health department
  - After closure, the Charter School may reopen after 14 days, cleaning, disinfection, conclusion of a public health investigation, and local health department consultation.
- **Temporary Exposure Management Protocols During the Omicron Surge at MSA 2, 3, 4, 6 and 8.** By order of LAUSD, the following temporary measures are in place until further notice and control over inconsistent generally-applicable elements of this policy.
  - Temporary Suspension of Individual Contact Tracing at TK-12 Schools: Site Administrators are not required to identify close contacts for positive cases at their sites and will instead adopt a "group tracing" approach. This suspension does not apply to Early Education students, including preschool, ETK, and PALS students.
    - Under "group tracing" Site Administrators are not responsible for identifying close contacts or submitting IEM Reports for positive case exposures that occur in a school setting. Instead, schools will adopt a "group tracing" approach after a positive case identified.
    - Under this approach, Site Administrators or designees must:
      - Identify groups (e.g., classrooms) who share the same indoor airspace at school for at least 15 consecutive minutes (within 24 hours) of the positive case, and
      - Notify the entire relevant group(s) of potential exposure to a positive case, and
      - Provide instructions on actions that should be taken. This notification can be done by email or other messages to the identified group.
    - Site Administrators or their designee must submit an IEM Report to create close contact cases for the following groups:

- All Early Education students, including preschool, ETK, and PALS students – unless recently recovered from a positive COVID-19 result in the last 90 days
- Students who are exposed at home to a positive household member and who are not fully vaccinated or recently recovered from a positive COVID-19 test result in the last 90 days.

- Temporary Suspension of Quarantine Protocols for Asymptomatic Individuals at TK-12 Schools: Asymptomatic TK-12 students who are exposed to a positive case but remain asymptomatic will not need to be identified as Close Contacts if exposed to a positive case in a school setting and will not be subject to modified or at home quarantine protocols. These students will be allowed to remain in school. Quarantine at home applies only to non-TK-12 students, symptomatic close contacts, and those with household exposure who are not fully vaccinated or recovered from COVID-19 in the past 90 days. This guidance from LACDPH does not apply to Early Education students, including preschool, ETK, and PALS students.
- Shortened Isolation for Positive Individuals: Individuals who test positive may be released from isolation on Day 6, provided any symptoms are improving, are fever-free for the past 24 hours without fever-reducing medication, and have a negative (antigen) test result from a test taken on or after Day 5. This protocol also applies to Early Education students, including preschool, ETK, and PALS students.
- Shortened Quarantine for Close Contacts: Individuals required to quarantine can be released early from quarantine on Day 6, provided they remain asymptomatic and have a negative test result taken on or after Day 5. This protocol also applies to Early Education students, including preschool, ETK, and PALS students.
- Quarantine Guidance for Household Close Contacts: Students with a household member who tests positive must remain at home for a minimum of 10 days following the date of the household member's positive test. Students are exempt from quarantine when they are fully vaccinated, or recovered from a confirmed positive COVID-19 test in the past 90 days. Students begin their official quarantine period (Day 1) on the date the positive household member is cleared to return to school or work. This protocol also applies to Early Education students, including preschool, ETK, and PALS students.
- Surgical-Grade Mask Requirement for Employees and Students: All employees must wear surgical-type masks or higher-level PPE. Beginning the week of January 24th, and until further notice, students are required to wear well-fitting non-cloth masks of multiple layers with a nose wire. Masking is required for all individuals, regardless of

vaccination status when indoors. Unmasking is allowed only during eating and drinking, and should occur distanced from others. This protocol also applies to Early Education students, including preschool, ETK, and PALS students.

- All TK-12 students must wear surgical style masks, test weekly, and monitor their symptoms until further notice.

- **Group Tracing Option for MSA 1, 5, 7, SA, and SD.** Until further notice, and as recommended by the CDPH and the local health departments of Orange County and San Diego County, MSA 1, 5, 7, SA, and SD shall have the option to utilize the "group tracing" method of exposure management in place of individual contact tracing to track exposures during the Omicron variant surge, as follows:
  - Schools will notify students who spent more than a cumulative total of 15 minutes (within a 24-hour time period) in a shared indoor airspace (e.g., classroom) with someone with COVID-19 during their period of infectiousness.
    - Notification should occur to "groups" of exposed students (e.g., classmates, teammates, cohorts, etc.) rather than contact tracing to identify individual "close contacts" (e.g., those within 6 feet).
    - Notifications should be provided to all individuals considered exposed, including those who are vaccinated and/or recently infected.
  - Exposed students, regardless of COVID-19 vaccination status or prior infection, are strongly encouraged tested for COVID-19 with at least one diagnostic test obtained within 3-5 days after last exposure. Any FDA-approved antigen diagnostic test, PCR diagnostic test, or pooled PCR test is acceptable for evaluation of an individual's COVID-19 status. Individuals who have been recently infected should use antigen testing.
  - Exposed Students who participate in testing may continue to take part in all aspects of K-12 schooling, including sports and extracurricular activities, unless they develop symptoms or test positive for COVID-19.
  - All exposed students, regardless of vaccination status or previous infection, are required to remain fully masked indoors and outdoors, unless actively eating or drinking, when around other through day 10 from their last exposure date. Eating and drinking should occur distanced from others. Exposed students will also need to remain masked at all times during sports and extracurricular activities.
    - Students at MSA SA and SD are strongly encouraged but not required to mask following an exposure.

6. Sanitizing/hygiene materials and practices:

- The Charter School will develop plans and routines to ensure that students and staff wash or sanitize hands frequently, including upon arrival to campus, after using the restroom, after playing outside and returning to the classroom, before and after eating, and after coughing or sneezing.
- Staff will teach and reinforce proper handwashing technique, avoiding contact with one's eyes, nose, and mouth, using a tissue to wipe the nose, and covering coughs and sneezes.
- The Charter School shall make soap, tissues, no-touch trashcans, face coverings, water and paper towels or dryers for hand washing available. Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
- Trash cans will be placed near restroom doors and students and staff will be instructed to use a paper towel to prevent touching the handle with their hands.
- A restroom will need to be dedicated for individuals in the isolation area. This restroom must be cleaned and sanitized before other occupants may use it.
- If handwashing stations near classrooms are not practicable, and to facilitate use by students and staff as needed, the Charter School shall make available fragrance-free alcohol-based hand sanitizer that is at least sixty percent (60%) ethyl alcohol. (Note: frequent handwashing is more effective than the use of hand sanitizers). This hand sanitizer will be made available to both students and staff at all strategic locations throughout the Charter School Campus.
- The Charter School will not use hand sanitizer with isopropyl alcohol as the main ingredient.
- Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- Children under age 9 should only use hand sanitizer under adult supervision. Hand sanitizer will also not be left out in the open in classrooms for students under the age of 9.
- The Charter School shall place posters conspicuously that encourage hand hygiene to help stop the spread of COVID-19.
- Employees should visit the CDC's coughing and sneezing etiquette and clean hands webpage for more information.

7. Routine cleaning and disinfecting: The Charter School will maintain a high level of cleanliness throughout the year to help reduce the risk of exposure to and spread of COVID-19 at the school site. In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the U.S. Environmental Protection Agency COVID-19 list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.

- Custodial staff will perform routine and thorough cleaning once per day, and when students are not present. When cleaning, the space will be aired out before children arrive.
- Routine cleaning practices include, but are not limited to:
    - Using everyday janitorial cleaning supplies and disinfectants for surfaces as floors, tables, desks, counters, sinks, toilets, and other hard-surfaced furniture and equipment;
    - Dusting hard surfaces;
    - Damp wiping of hard surfaces to ensure they are free of debris;
    - Wet mopping of floors;
    - Vacuuming carpets and mats.
- Health Office areas, including the general health office, isolation area, and quarantine area, may require more frequent cleaning and rapid response, as needed.
- Student restrooms will be services at least twice a day and will be fully cleaned and disinfected using electrostatic equipment by the night cleaning crew once per day.
- The Charter School will clean and disinfect areas commonly visited by staff no less than once per day during operating hours and implement a schedule for such cleaning and disinfecting. These areas include, but are not limited to: Break rooms, restrooms, lobbies, classrooms, laboratories, nurse's office, counseling and student support areas, staff offices, and cafeterias.
- The Charter School will clean high touch areas in staff breakrooms at least once per day.
- Cleaning and Disinfection after a Confirmed Case on Campus:
    - If an individual confirmed to have COVID-19 was on campus, the Charter School will complete enhanced cleaning and disinfection procedures in the spaces occupied by the confirmed COVID-19 case.
    - Employees completing this cleaning must wear a mask and gloves at all times and will refer to Material Safety Data Sheets or follow the instructions on the chemical labels.
    - When disinfecting, the Charter School will use an EPA-registered disinfectant that is approved for emerging pathogens.
    - Custodians will focus on immediate areas occupied by the confirmed COVID-19 case.
    - Custodians will clean and disinfect:
        - All non-porous surfaces in the ill occupant's space/office, as well as on shared equipment (like tablets, touch screens, keyboards, remote controls) in bathrooms and shared spaces used by the ill person. Cleaning and disinfection will also focus on high-touch surfaces (e.g. desk, table, hardbacked chair, doorknob, light switch, handle, computer, keyboard, mouse, telephones).
        - On porous surfaces (e.g., carpets, chairs) in the confirmed COVID-19 case's space or office, custodians will remove visible contamination, clean with

appropriate cleaners, and disinfect with a liquid/spray indicated for use on the material.

  - The space(s) where the confirmed COVID-19 case was present may be reoccupied once these cleaning and disinfection procedures have been completed.

- The Charter School will ensure proper ventilation during all cleaning and disinfecting. Staff are encouraged to introduce fresh outdoor air as much as possible, by opening windows where practicable.
- The Charter School will comply with CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools to the greatest extent practicable for each facility.
- All frequently touched surfaces in the workplace, such as chairs, desks, tables, keyboards, telephones, handrails, light switches, sink handles, restroom surfaces and door handles, will be routinely cleaned.
- Staff will be trained as appropriate in the chemical hazards, manufacturer's directions, and Cal/OSHA requirements for safe and correct application of cleaning and disinfectant agents in accordance with the Healthy Schools Act guidance from the California Department of Pesticide Regulation and Cal/OSHA.
- When choosing disinfecting products, the Charter School will use those approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and require staff to follow product instructions. MSA-2, 3, 4, 6, and 8 will use disinfectants from the LAUSD's List of Approved Hand Sanitizers and Disinfectants.
  - To reduce the risk of asthma and other health effects related to disinfecting, the Charter School will select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.
  - The Charter School will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
  - Staff shall follow label directions for appropriate dilution rates and contact times.
  - The Charter School will establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.

  Subject to available resources, disposable disinfecting wipes shall be made available so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use. Disinfectant wipes and sprays will be kept away from students.

8. Facility measures: The Charter School will incorporate CDE guidance measures for maintaining a healthy facility, to include some or all of the following:

- Maintenance staff will regularly inspect and test ventilation systems and fans to confirm they operate properly and will increase circulation of outdoor air as much as possible by opening windows and doors and other methods.
- Windows and doors should not be opened if doing so poses a safety or health risk by exacerbating seasonal allergies or asthma symptoms.
    - The Charter School will consider alternatives, such as increased central air filtration (targeted filter rating of at least MERV 13) if opening windows poses a safety or health risk to persons using the facility.
- HVAC systems will be set to maximize indoor/outdoor air exchanges unless outdoor conditions (recent fire, high outdoor temperature, humidity, and pollen levels) make this inappropriate.
- If an HVAC system becomes nonoperational, additional ventilation should be provided with the use of fans or relocating classes until repairs are completed.
- The COVID-19 isolation and quarantine areas should be outdoors when feasible to maximize ventilation and minimize exposures to COVID-19 infection. Under no circumstances should an isolation or quarantine area be in a room without a functioning HVAC system.
- Maintenance staff will ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.
- Consider installing additional temporary handwashing stations at all school entrances and near classrooms to minimize movement and congregation in bathrooms.
- Consider installing privacy boards or clear screens to increase and enforce separation between staff and students.

9. Physical distancing: The Charter School will incorporate CDPH and CDE guidance with respect to physical distancing between students on campus as much as is feasible, including maximizing physical distance as much as possible while eating (especially indoors), using additional spaces outside of the cafeteria for mealtime seating such as classrooms or the gymnasium can help facilitate distancing, and arrange for eating outdoors as much as feasible.

- In areas where physical distancing is not feasible, clear plastic or solid surface barriers that can be cleaned often may be used.

- Employees will be encouraged to eat outdoors. They may also eat at their desk or cubicle if these areas are enclosed as a separate room, provide more distance, or include barriers.

10. **Extracurricular Activities:**

- All extracurricular activities operated by or supervised by school personnel or occurring on a school site, whether or not occurring during school hours, will be undertaken in compliance with this policy and all required public health measures applicable to K-12 schools. This applies to sports, band, chorus, clubs, and other similar activities and organizations. All MSA campuses will operate and supervise extracurricular activities in compliance with the latest California Department of Public Health K-12 guidance and any other relevant state or county guidance on sports and extracurricular activities.
- MSA Los Angeles sports programs will observe all required elements of the most updated version of the Los Angeles County Department of Public Health's "COVID-19 Exposure Management Plan Guidance, Youth Recreational Sports Programs" and the Los Angeles County Department of Public Health's "Protocol for Organized Youth Sports: Appendix S" in addition to any future binding guidance applicable to K-12 youth sports programs.
    - Each Los Angeles campus's COVID-19 Compliance Officer shall fulfill the duties of the COVID-19 Organized Youth Sports Program Compliance Officer, as those duties are described in LACDPH's sports-related COVID-19 guidance.
    - Each Los Angeles campus's COVID-19 Compliance Officer shall ensure that the required LACDPH youth sports exposure management protocols are followed in accordance with current guidance.
    - Each Los Angeles campus's COVID-19 Compliance Officer shall ensure that all mandatory testing required by the LACDPH's youth sports guidance is conducted in accordance with current guidance.
- All MSA extracurricular programs will keep updated rosters of all participating students and staff to facilitate identification of close contacts.
- Students of MSA 2, 3, 4, 6 and 8 will not be permitted to participate in extracurricular activities starting October 31, 2021, unless they provide proof of COVID-19 vaccination through the Daily Pass system.
- At MSA Los Angeles Campuses:
    - All indoor sports must be played with masks on, unless doing so is recognized as unsafe by a well-recognized health authority, such as the American Academy of Pediatrics.
    - Theater, music, dance, and similar classes and clubs should maintain physical distancing, in addition to the use of face masks where possible.

- When engaged in activities that could generate respiratory droplets such as enunciating (i.e., theater workshops) or dancing, physical distancing should be increased and activities should be conducted outdoors where possible. Individual singers may practice alone in doors without a mask or with a single instructor present while indoors in a studio or practice room, if both of them are appropriately masked.
- All group musical activities require participants to wear masks indoors. Masks are only not required for outdoor practice outdoors alone and with enhanced physical distancing or when along indoors in a studio or practice room with the door closed.
- Masks must be worn at all times during rehearsals, performances, and other activities that involve multiple individuals participating together indoors.
- Any activity that requires participants to remove their face masks may only be done as a group if the activity is held outdoors. However, individuals may practice such activities alone indoors in a studio or practice room with the door closed. Playing of wind instruments indoors is an exception as described below.
    - Playing of wind instruments is permitted indoors in a group setting so long as the following safety measures are adhered to:
        - Those playing wind instruments must properly wear a modified face covering that allows for direct contact with the instruments mouthpiece whenever they are playing the instrument. During periods that the students are not actively practicing or performing, they should switch to full face coverings.
        - Instrument bell covers must be used during playing of wind instruments indoors.
        - A minimum of 3 feet of physical distancing must be maintained between any individual playing a wind instrument and all other participants.
        - Perform at least weekly screening testing with either PCR testing or antigen testing of all individuals participating in the group practice or performance.
    - When playing wind instruments outdoors, consider using bell covers for the openings of wind instruments, modified masks that allow direct contact with instrument mouthpieces, and specially designed bags with hand opening for woodwind instruments, as well as creating physical distance (6ft recommended) between individuals playing wind instruments and other participants to minimize the spread of droplets and aerosols. The

aforementioned mitigation measures are recommended in outdoor settings but not required.

- When group instruction, practice, or performance occurs in a mix of indoor and outdoor settings, screening testing at least weekly is required as described above for indoor settings.

- At MSA Santa Ana and San Diego:
  - Indoor mask use remains an effective layer in protecting against COVID-19 infection and transmission, including during sports, music, and related activities, especially activities with increased exertion and/or voice projection, or prolonged close face-face contact. Accordingly:
    - Masks are strongly recommended indoors at all times for teachers, referees, officials, coaches, and other support staff.
    - Masks are strongly recommended indoors for all spectators and observers.
    - Masks are strongly recommended indoors at all times when participants are not actively practicing, conditioning, competing, or performing. Masks are also strongly recommended indoors while on the sidelines, in team meetings, and within locker rooms and weight rooms.
    - When actively practicing, conditioning, performing, or competing indoors, masks are strongly recommended by participants even during heavy exertion, as practicable. Individuals using instruments indoors that cannot be played with a mask (e.g., wind instruments) are strongly recommended to use bell coverings and maintain a minimum of 3 feet of physical distancing between participants. If masks are not worn (or bell covers are not used) due to heavy exertion, it is strongly recommended that individuals undergo screening testing at least once weekly, unless they had COVID-19 in the past 90 days. An FDA-authorized antigen test, PCR test, or pooled PCR test is acceptable for evaluation of an individual's COVID-19 status.

11. Use of Face Coverings: The Charter School will follow CDPH, CDE and CDC guidance and state and local health orders on the use of face coverings. All staff are encouraged to review the CDPH and CDC guidance on cloth face coverings; face coverings must be used in accordance with CDPH Guidance and this Policy unless a person is subject to exemption.

- MSA Santa Ana and San Diego students are strongly recommended but no longer required to wear a face mask when indoors at any Charter School Campus building, bus, or other enclosed space.

- MSA Los Angeles students are still required to wear face masks when indoors. Masking at these campuses is optional outdoors.
- No person at any MSA campus can be prevented from wearing a mask as a condition of participation in an activity or entry into the school site unless wearing a mask would pose a safety hazard.
- All adults in K-12 school setting except San Diego school site, including all teachers, staff, parents, visitors, and outside workers, must wear a surgical-grade masks or higher level PPE when in any indoor space shared with students or other staff. The Charter School will provide upgraded masks to individuals subject to this requirement, if necessary.
- Charter School employees at the Home Office—which is not a school site—are permitted to forego indoor masking so long as the Charter School performs all verifications required under Section 4(c) of the current LACDPH Order of the Health Officer (2/23/2022).
- Face masks—to the extent they are required—are required without regard to vaccination status.
- Masking Rules at MSA 2, 3, 4, 6, and 8
    - All individuals must wear surgical-grade, non-cloth masks of multiple layers of non-woven material with a nose-wire or cloth masks that meet American Society for Testing and Materials (ASTM) standards for high filtration efficiency (ASTM F3502-2 Level 2) or have a particle filtration efficiency of at least 95% when indoors at all times except when eating or drinking.
    - Outdoor masking is optional for students and employees.
    - The Charter School will inform parents of the types of masks that are acceptable for students to wear indoors on campus. It is the parent/guardian's responsibility to check the LACDPH website to ensure that any cloth mask meets the appropriate criteria.
    - The Charter School will also inform parents of the lifting of the outdoor masking requirement.
    - The Charter School will encourage and work with teachers and school staff to establish systems and routines for students when transitioning from indoor spaces to outdoor, for students opting to unmask outdoors. This can include:
        - A dedicated storage space for masks;
        - Reminders to students to mask when they enter indoor spaces;
        - Replacement masks for students should be issued to students to reiterate positive reinforcement.
- Proper use of cloth face coverings will be strictly enforced. The Charter School will exclude from campus anyone who refuses to wear a face mask if not exempted pursuant to

this Policy. Students excluded from campus for refusing to wear a mask without a valid exemption will be provided alternative educational opportunities to the greatest extent possible.

- Face masks and face shields may be removed for meals, snacks, naptime, showers, or outdoor recreation, or when needing to be replaced. When any type of face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again.
- The Charter School will provide face coverings for students and staff who lose their face coverings or forget to bring them to school.
- Employees should wear a clean face mask to work every day if still required to wear one.
- Employees are expected to teach and reinforce proper use of face coverings, and in limited circumstances, face shields.
- The Charter School will post signs regarding the need for, proper use, removal, and washing of face coverings and shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.
- When pedagogically necessary, Teachers still subject to an indoor face mask requirement may use clear plastic face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) or transparent masks in certain limited situations in the classroom to enable students to see their faces and avoid potential barriers to phonological instruction as long as the wearer maintains physical distance from others to the extent practicable. Staff must return to wearing their normal surgical-grade face covering at all other times, unless otherwise exempted.
- The Charter School will evaluate any employee's request for accommodation from the Charter School's facial covering policy/requirement pursuant to the MPS Employee Handbook and applicable law for all lawfully recognized accommodations. Employees requesting an accommodation from the facial covering policy/requirement must provide appropriate documentation and contact human resources.
- Per Los Angeles County Department of Health Guidance, employees based in Los Angeles County who are granted exemptions from wearing a mask while indoors must undergo COVID-19 testing at least twice per week, unless the employee provides proof of full vaccination against COVID-19 and proof of receipt of any vaccine booster to which the employee is eligible.
- Accommodations for students:
    - Pursuant to CDPH Guidance on the use of face masks, individuals with a medical condition, mental health condition, or disability that prevents wearing a mask are to be accommodated with an exemption from mask wearing. This includes those

who are hearing impaired as well as those who communicate with the hearing impaired.

- If a student cannot wear a mask due to a medical condition, mental health condition, or disability, he or she should wear the next most effective alternative that can be tolerated, such as a transparent face shield with a cloth draping sealing the bottom.
- Parents/guardians who believe their student may need an accommodation from the Charter School's facial covering policy and requirement should contact the Charter School principal.
- Upon receipt of appropriate documentation, the Charter School will evaluate requests for accommodation and determine what, if any accommodations the Charter School can provide.
- Assessment of whether a medical condition, mental health condition, or disability warrants a mask accommodation is a medical determination that must be made by a physician, nurse practitioner, physician assistant. Self-attestation and parental attestation for mask exemptions due to the aforementioned conditions do not constitute medical determinations.
- Students exempted from wearing a mask or face shield, where they are still required, are strongly encouraged to be vaccinated against COVID-19 and to receive boosters when eligible and to be tested for COVID-19 at least twice a week. If a student is exempt from wearing any type of face covering and is not vaccinated, the Charter School shall implement physical distancing and other isolation measures to the greatest degree feasible.

12. Use of Gloves and Personal Protective Equipment: The Charter School is no longer required by emergency public health orders to require the use of gloves and personal protective equipment. Any employee or student who wishes to wear gloves and/or personal protective equipment beyond the required facial coverings may do so, provided that they dispose of them safely and appropriately and do not wear gloves or personal protective equipment of a type or in a manner that interferes with their ability to perform their duties. Upon request, the Charter School will provide gloves, a face mask, protective gown, and a medical grade mask to any employee dealing with sick children, performing cleaning or disinfection, providing instruction to any students with a face mask exemption, or where there is an otherwise heightened likelihood of contact with respiratory secretions or other bodily fluid.

13. Support for Students at Increased Risk of Becoming Infected or Unrecognized Illness. Pursuant to state and local health guidance, the Charter School has developed the following measures to mitigate the risk of COVID-19 to vulnerable student groups:

- The Home Office COVID-19 Response Team or designee will review student health plans, including 504 Plans, to identify students who may need additional accommodations to minimize potential exposure.
- The Home Office COVID-19 Response Team or designee will develop a process for engaging families for potentially unknown concerns that may need to be accommodated.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
    - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
    - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
    - Individuals who may not be able to communicate symptoms of illness.
- The Charter School is prepared for opening to provide Free Access to Public Education ("FAPE") in the least restrictive environment ("LRE") for each student. All students with disabilities will receive services according to their IEP. In accordance with IDEA, it is critical to reinforce the understanding that students receiving special education services, or 504 accommodations are general education students first. Balancing the educational needs with the health and well-being of students and staff is our top priority.
- Every child and adolescent with a disability is entitled to FAPE and is entitled to special education services based on their individualized education program (IEP). The Charter School continuously review and problem solve to balance safety and service needs. In order to provide the required level of safety, systems, processes and service delivery models have been reviewed. Adherence to social distancing guidelines will be followed as feasible except for instances when the services outlined in a specific IEP call for closer proximity. This will be evaluated on a case-by-case basis. For example, additional provision of PPE supplies to staff (gloves, gowns, face shields and Plexiglas dividers) who are required to deliver hand-over-hand instruction or hygiene service needs for students.
- Evaluations and Timelines:
    - All IDEA/ADA compliance timelines will be followed on schedule and in accordance with IDEA/ADA regulations. IEP Team meetings and 504 meetings that were missed due to the March school facility closures will be rescheduled and conducted as soon as

possible, if not already conducted. All IEP team meetings and 504 meetings will be conducted virtually until the use of school facilities return to normal operations.

- Services:
    - The IDEA allows for flexibility in determining how to meet the individualized needs of students receiving special education services. State guidelines for the delivery of special education and related services will be implemented while protecting the health and safety of students as well as the individuals providing the services.
    - If a student is unable to access their education in person due to medical or other circumstances, including the inability to wear a face covering, alternative means of delivering these services will be provided.
    - The Charter School will provide appropriate protective equipment relative to the responsibilities of all Support Service Staff and disability needs.
    - All Staff and students will receive training on the appropriate use of PPE and healthy hygiene practices that are proven to mitigate the spread of COVID-19.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
    - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
    - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
    - Individuals who may not be able to communicate symptoms of illness.

14. COVID-19 Vaccination Policy for Employees. The Charter School has adopted the following COVID-19 employee vaccination policy ("Employee Vaccination Policy"). The purpose of this Employee Vaccination Policy is to protect the health, safety, and well-being of all Charter School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the Equal Employment Opportunity Commission ("EEOC"), Centers for Disease Control and Prevention ("CDC"), the California Department of Public Health ("CDPH"), and local health authorities.

- Pursuant to the California "State Public Health Officer Order of August 11, 2021," ("Order") all employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on any MSA -1, 5, Santa Ana, and San Diego campuses must either provide the School with proof of COVID-19 vaccination status or test for COVID-19 at least once per

week. For employees, this directive is a condition of both employment and continued employment.

- Pursuant to the LAUSD's "COVID-19 Vaccination Requirement for Employees and Other Adults Working at District Facilities" document issued August 13, 2021, all employees, contractors and other adults providing services at any MSA-2, 3, 4, 6, and 8 campuses must be fully vaccinated against COVID-19 no later than October 15, 2021. This directive is a condition of both employment and continued employment.
- Pursuant to the LAUSD's December 16, 2021 communication, the LAUSD employee vaccine mandate will apply to all LAUSD authorized sites which includes MSA-7.
- **Proof of COVID-19 Vaccination**:
    - Consistent with applicable law, the Charter School will only accept the following forms of proof of COVID-19 vaccination:
        - COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
        - A photo of a Vaccination Record Card as a separate document; OR
        - A photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
        - Documentation of COVID-19 vaccination from a health care provider; OR
        - Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
        - Documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.
    - Any MPS employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on any MPS campus who either fails to provide proof of COVID-19 or provides proof of vaccination that is not consistent with the above-referenced acceptable forms of proof will be deemed unvaccinated.
    - Employees may their submit proof of COVID-19 vaccination to the MPS Human Resources Department.
    - The Charter School will securely maintain the confidentiality of employee COVID-19 vaccination data in strict compliance with all applicable legal authority.
- **COVID-19 Employee Testing**:
    - Pursuant to the Order, all MPS employees, volunteers, contractors, vendors or any other adult supporting Charter School functions on any MSA-1, 5, 7, Santa Ana, and San

Diego campuses who are either unvaccinated or incompletely vaccinated must undergo COVID-19 testing (PCR only) at least once per week.
    - Previous history of COVID-19 from which the individual recovered more than ninety (90) days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.
    - As outlined above, all employees at any MSA-2, 3, 4, 6, and 8 campuses must test for COVID-19 at least once per week, regardless of COVID-19 vaccination status, as directed by the LAUSD.
- **Accommodations**: Employees may request an accommodation from COVID-19 vaccinations and/or COVID-19 testing due to a medical issue or sincerely held religious belief, practice or observance that may prevent an employee from vaccinating or testing for COVID-19. Upon receiving a request for accommodation from COVID-19 testing and/or vaccinations, the Charter School will engage in the interactive process and determine what, if any accommodations can be provided. However, the Charter School may not be required to provide an employee with an accommodation, should it result in a direct threat to health and safety at the School or to the employee or if the accommodation will cause an undue hardship for the School, among other reasons.
- **Compliance Period**:
    - Employees at the MSA -1, 5, Santa Ana, and San Diego campuses must submit proof of COVID-19 vaccination to the Charter School before October 15, 2021. Such employees who fail to submit proof of COVID-19 vaccination before this date will be deemed unvaccinated and must be required to test for COVID-19 at least once per week. On or after October 15, 2021, employees to fail to test for COVID-19 will be deemed in non-compliance with this policy, absent an approved, legally recognized accommodation from such testing.
    - Employees at MSA-2, 3, 4, 6, and 8 campuses must submit proof of COVID-19 vaccination to the Charter School before October 15, 2021. Such employees who fail to submit proof of COVID-19 vaccination before this date will be deemed in non-compliance with this policy, absent an approved, legally recognized accommodation from such testing.
    - Employees at MSA-7 must submit proof of vaccination to the Charter School at a time to be determined by the LAUSD.
- **Non-Compliance**:
    - Any employee deemed to be in non-compliance with this policy may be subject to disciplinary action, up to and including termination from at-will employment.

  - The Charter School reserves the right to refuse entry to campus to any volunteer, vendor, contractor other adult supporting Charter School functions, should they fail to comply with the proof of vaccination and testing directives as stated in this Policy.
- All employees who have not yet vaccinated should do so outside of working hours. Employees who demonstrate they are unable to get vaccinated outside working hours may use either COVID-19 Supplemental Paid Sick Leave or accrued sick leave for time spent attending a COVID-19 vaccination appointment. In such cases, employees must consult with their supervisors regarding the best time to be excused to receive the vaccine and are responsible for arranging coverage during their absence to get vaccinated, if applicable.
- Employees who experience symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework may be entitled to COVID-19 Supplemental Paid Sick Leave, if available and upon request.
- The Charter School will not discriminate, harass, or retaliate against any employee for receiving the COVID-19 vaccine or for electing not to receive the COVID-19 vaccine. However, the School reserves the right to appropriately discipline an employee for non-compliance with this policy, consistent with applicable law.
- As public health and legal guidance regarding COVID-19 vaccinations evolves, the Charter School reserves the right to revise this Employee Vaccination Policy. Upon any revision to this Employee Vaccination Policy, the Charter School will provide immediate notice in writing to all employees.
- Employee with any questions regarding the Charter School's Employee Vaccination Policy may contact Human Resources Department at hr@magnoliapublicschools.org.

15. COVID-19 Vaccination Policy for Students. The Charter School has adopted the following COVID-19 student vaccination policy ("Student Vaccination Policy"). The purpose of this Student Vaccination Policy is to protect the health, safety, and well-being of all Charter School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the Equal Employment Opportunity Commission ("EEOC"), Centers for Disease Control and Prevention ("CDC"), the California Department of Public Health ("CDPH"), and local health authorities.

- Pursuant to the directive of the Los Angeles Unified School District, all students of MSA-2, 3, 4, 6, 7, and 8 who are eligible to receive COVID-19 vaccination must be vaccinated against COVID-19 by the first day of the 2022-2023 school year, unless medically exempted, or they will not be permitted on campus. At this time, the Student Vaccination Policy applies only to students at MSA-2, 3, 4, 6, 7, and 8.

- **Proof of Vaccination**.
    - Vaccination status can only be proven by one of the following methods acknowledged by the California Department of Public Health:
        - COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control and Prevention or WHO Yellow Card) which includes the name of the person vaccinated, type of vaccine provided and date last dose administered; OR
        - A photo of a Vaccination Record Card as a separate document; OR
        - A photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
        - Documentation of COVID-19 vaccination from a health care provider; OR
        - Digital record that includes a QR code that when scanned by a SMART Health Card reader display to the reader client name, date of birth, vaccine dates and vaccine type.
- **Parental Consent**.
    - Parent/guardian consent is required for vaccination of students 12-17 years of age.
    - A student consent form is available at the Daily Pass Portal at https://DailyPass.lausd.net and is included to be filled out as part of the process of making an appointment to receive COVID-19 vaccination from the Los Angeles Unified School District.
    - Parents/guardians may be present at, but will not be required to attend, their child's appointment to receive a COVID-19 vaccination from the Los Angeles Unified School District.
- **Compliance Requirements**.
    - To provide proof of vaccination, parents/guardians must upload adequate documentary proof of vaccination to the Daily Pass system and ensure that the information appears in the "Vaccinations" tab of their student's Daily Pass. Students vaccinated by the Los Angeles Unified School District do not need to submit their vaccination record, as it will be automatically updated following receipt of the vaccine.
    - At this time, the Pfizer-BioNTech COVID-19 vaccine is the only vaccine approved for individuals aged 12 to 17. Students who are 18 or older may also use the Johnson & Johnson or Moderna vaccine to satisfy the vaccination requirement.
    - To meet the deadlines imposed by the Los Angeles Unified School District for student vaccination, students aged 12+ should receive their first dose of the Pfizer-BioNTech vaccine no later than 5 weeks prior, and second shot no later than two

weeks prior, to the vaccination requirement deadline. To meet the vaccination deadline, students aged 18+ should receive the single dose of the Johnson & Johnson vaccine no later than two weeks prior to the vaccination deadline. And, to meet the deadline using the Moderna vaccine, students should receive their first shot no later than 6 weeks prior to their deadline with their second shot coming no later than two weeks prior to the vaccination requirement deadline.

- Students of MSA 2, 3, 4, 6 and 8 who are 12 and older will not be permitted to participate in extracurricular activities starting October 31, 2021, unless they provide proof of COVID-19 vaccination through the Daily Pass system.

- **Exemptions and Conditional Admissions**.
  - Parents/guardians may apply for exemptions from the COVID-19 vaccine requirements only for medical reasons. The medical exemption process must be followed with the completion of the *Student Medical Exemption to the COVID-19 Vaccine* form and its submission via the Daily Pass portal.
  - Students who are not in compliance by the deadline may be conditionally admitted if they are in one of the following groups: 1) foster youth, 2) experiencing homelessness, 3) migrant, 4) military family, or 5) has an IEP.
  - There are no religious or personal belief exemptions to the Student Vaccination Policy. Because this Student Vaccination Policy is implemented at the directive of the Los Angeles Unified School District, the Charter School cannot grant exemptions outside of those granted through the District's Daily Pass process.
- MSA 2, 3, 4, 6, 7, and 8 students who fail to comply with the Student Vaccination Policy by the first day of Fall Semester 2022, will be excluded from physically entering campus.
- MSA 2, 3, 4, 6, and 8 students will still be required to comply with all COVID-19 testing frequencies mandated by the Los Angeles Unified School District without regard to vaccination status.

16. Communications to the Charter School Community: The Charter School will keep families, staff, and the community informed, engaged, and in touch as the new school year begins, by implementing the following communications measures:

- The Charter School will engage with families and staff to develop strategies to prepare and respond to the COVID-19 emergency, including guidelines for families about when to keep students home from school and other topics.
- Communications will include a process for engaging families for potentially unknown concerns that may need to be accommodated.
- Prior to the start of the school year, the Charter School will communicate to staff, students, and

parents about new, COVID-19-related protocols, including:

- Proper use, removal and washing of face coverings.
- Screening practice.
- How COVID-19 is spread.
- COVID-19 specific symptom identification.
- Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID- 19, including pertinent isolation and quarantine policies.
- Local community testing sites and options for obtaining COVID-19 testing from private medical providers, including any testing arranged by the Charter School.
- Guidelines for employees regarding COVID-19 specific symptom identification and when to seek medical attention.
- Guidelines for families about when to keep students home from school.
- Systems for self-reporting symptoms.
- Criteria and plan to close schools again for physical attendance of students.
- Changes in Charter School extracurricular, academic, and meal programs to help prevent the spread of COVID-19.
- Contact information at the Charter School for students who may have been exposed to COVID-19.
- Charter School contact information if a student has COVID-19 symptoms or may have been exposed to COVID-19.

- The Charter School will provide information to parents and guardians regarding this Policy and related guidance, along with the safety measures that will be in place in indoor and outdoor settings with which parents and guardians must comply.
- This Policy will be posted at all public entrances to the Charter School campus.
- The Charter School will develop a communications plan for implementation if the school has a positive COVID-19 case in accordance with CDPH and CDE guidelines.

The MPS CEO/Superintendent is authorized to implement changes or additions to this policy in order to ensure compliance or consistency with new or revised orders or guidance from local, county, state or federal authorities ("Agencies"), to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy, and to ensure compliance with the Charter School's charter petition. The MPS CEO/Superintendent shall provide the Board with regular updates as to actions taken pursuant to this section.

Appendix

Site Specific Planning Form

This document has been included to align with the Los Angeles Unified School District's ("LAUSD")'s COVID-19 Containment, Response and Control Plan ("Containment Plan"). Pursuant to the LAUSD's Containment Plan, the LAUSD is requiring all Los Angeles Unified schools complete this form, along with the pre-filled versions of the Los Angeles County Department of Public Health COVID-19 Reopening Protocols forK-12 Schools: Appendices T1 and T2 documents.

School Name: _____

Date Last Revised: _____

School Address: _____

Location Code: _____

School Phone Number: _____

Campus Density

- Approximate Square Footage open: _____
- Maximum Student Capacity: _____
- Maximum Number of Staff with physical distancing: _____
- Total Number of Students Enrolled: _____
- 25% of Total Number of Students Enrolled: _____
- In-person class size is limited to: _____

➢ The **maximum** number of students & staff permitted on campus at any one time to ensure no more than 25% of total student body andto maximize physical distancing is:

Specialized Services for defined subgroups of children (T1)			
Enter the estimated total number of students that will return per grade (if none, enter 0)			
TK:	3:	5:	9:
K:	4:	6:	10:
1:	5:	7:	11:
2:	6:	8:	12:

Estimated total number of administrators, teachers, and other employees on campus supporting resumption of all permitted in-person services for students:_____

Services

The Grab & Go Food Center located closest to this school is at:

- School Name:_____
- Address_____

The COVID-19 Test Center located closest to this school is at:

- School Name:_____
- Address:_____

School COVID-19 Compliance Task Force

Name	Job Title	Role
	(Principal)	Leader
		COVID-19 Compliance Officer
	(School Administrative Assistant)	Attendance Monitor
	(Plant Manager)	Cleaning/Disinfecting Operations
	(School Nurse)	Exposure Management Advisor
		Health Office Manager
		Data Collection Manager

Health Office Set-up and Staff

Type of Health Office	Indoor vs. Outdoor	Location	Staff Person(s)	Alternate	Runner
General Health Office (Non-COVID)					
Isolation Area (Recommended Outdoors)					
Quarantine Area					

School Communications

The following information was sent to parents/students prior to the start of in-person services: (check all that apply)	
☐ Isolation and quarantine policies as they apply to students who have symptoms or may have been exposed	☐ Options for COVID-19 testing if the studentor a family member has symptoms or exposure to COVID-19
☐ Changes in school meals to avert risk	☐ Required use of face coverings
☐ How to conduct a symptom check before students leave home for school	☐ Changes in academic and extracurricular programs to avert risk
☐ Importance of student compliance with physical distancing and infection control policies	☐ Who to contact at the school if students have symptoms or may have been exposed
☐ School policies concerning parent visits to school and advisability of contact the school remotely	☐ Importance of providing up-to-date emergency contact information, including multiple parent contact options

Cover Sheet

Approval of Submission of Application for Charter School Facilities Program by MSA-1, 2, 5 and 7

Section: IV. Action Items
Item: E. Approval of Submission of Application for Charter School Facilities Program by MSA-1, 2, 5 and 7
Purpose: Vote
Submitted by:
Related Material: Charter School Facility Program Application by MPS.pdf

Board Agenda Item:	IV E: Action Item
Date:	March 24, 2022
To:	Magnolia Public Schools ("**MPS**") Board of Directors (the "**Board**")
From:	Alfredo Rubalcava, Chief Executive Officer and Superintendent Patrick Ontiveros, General Counsel & Director of Facilities Mustafa Sahin, Project Manager
RE:	Approval of Charter School Facility Program Application by MPS on Behalf of MSA-1, MSA-2, MSA-5 and MSA-7

I. Proposed Motion/Recommendation(s)

Staff recommends and moves that the MPS Board approves MPS to submit applications for funding through the Charter School Facility Program ("**CSFP**") administered by the State of California Department of General Services Office of Public School Construction ("**OPSC**") for such MPS schools as MPS Staff may deem appropriate, including, but not limited to, Magnolia Science Academy—1, Magnolia Science Academy—2, Magnolia Science Academy—5, and Magnolia Science Academy—7 and to take such actions and sign such documents as shall be necessary in order to submit such applications in accordance with CSFP requirements.

II. Background

On or about January 27, 2022, OPSC announced that it was opening up a new application filing round for the CSFP. The new funding round was approved by the State Allocation Board ("SAB") at its January 26, 2022 meeting. Presently there is $94 million available. The Magnolia Science Academy – Santa Ana project was funded by a CSFP grant. The CSFP provides preliminary apportionments (reservations of bond authority) for charter schools that provide classroom-based instruction. Projects can include the rehabilitation of district-owned facilities that are at least 15-years old or older, new construction, or a combination of the two. For a site to be eligible for funding, the title must be held by either a school district, governmental entity, or the charter school can request to hold the title if all requirements in Education Code Section 17078.63(a)(3) are met.

The applicant and charter school must be deemed financially sound by the California School Finance Authority to qualify for funding. The award consists of a 50% grant which does not need to be paid back and 50% loan which does need to be paid back. Projects funded with CSFP awards must meet various requirements including but not limited to bidding and prevailing wage requirements. In addition the governing Board of Directors of the applicant must pass resolutions authorizing the submission of an application for an award. MPS Staff anticipates submitting an application for MSA-1, MSA-2, MSA-5 and MSA-7. According to CSFP requirements MPS Staff has notified the Los Angeles Unified School District of its intention to submit applications for these schools.

The application filing period will begin on May 2, 2022 and close on June 3, 2022. Staff is endeavoring to submit its applications by the first day the filing round opens.

III. Budget & Conclusion

There is no current budgetary impact with this item.

Cover Sheet

Approval to Revise Stakeholder & Development Committee Name to Educational Partners & Development Committee

Section: IV. Action Items
Item: F. Approval to Revise Stakeholder & Development Committee Name to Educational Partners & Development Committee
Purpose: Vote
Submitted by:
Related Material:
Revise Committee Name to Educational Partners & Development Committee.pdf

Board Agenda Item #	IV F: Action Item
Date:	March 24, 2022
To:	Magnolia Public Schools - Board of Directors
From:	MPS Development & Stakeholder Committee
Staff Lead:	Dr. Brenda D. Lopez, Chief External Officer
RE:	Revise Committee Name to Educational Partners & Development Committee

PROPOSED BOARD MOTION

Presented to the MPS Development & Stakeholder Committee on March 10, 2022

I move that the MPS Board of Directors approve the revision of the Committee title Development & Stakeholder Committee to Educational Partners & Development Committee.

BACKGROUND

In alignment with the State Board of Education's (SBE) November 2021 meeting, the use of the term "stakeholder" is no longer being utilized when referring to parents, staff, and community members. To stay consistent with the SBE, we have adopted the replacement term of "educational partners."

With that, the current committee name does not align with the proper term which is why we are proposing to revise the term "stakeholder" to "educational partners". All responsibilities and functions of the committee will remain the same.

INTRODUCTION

The Educational Partners & Development Committee will continue to be responsible for supporting the areas of development, communications, supporting educational partners, community engagement, and personnel items. The Educational Partners & Development Committee is a standing committee of the MPS board with a chair and members who are appointed to serve as one of the assignments for their board service.

Key functions of the committee will continue to remain the same under the revised title of Educational Partners & Development Committee and are listed below:

- Seeking that each board member is active and engaged by soliciting annual gifts, and if appropriate, for a capital gift.
- Cultivate donors to make sure campaigns bring in the maximum amount to support MPS and all ten schools.
- Review policy and procedures for all fundraising programs and accountability.
- Review annual MPS internal Educational Partner surveys for students, parents and MPS teachers.
- Attend community events alongside MPS team members.
- Review the benefit and compensation structure to ensure that MPS retains the best talent.

Development:

1. Actively lead in identifying prospects, making introductions, requesting contributions, and expanding the reach of the organization to develop new resources.
2. Spearheading annual day of giving activities, assigned jobs working with VIP's at our events, and bringing potential supporters into the building.
3. Fundraising events and special projects.
4. Kickstart a major gifts program.
5. Setting a "give or get" base annual gift amount for the entire board
6. Take responsibility for peer-to-peer solicitation via the "give or get" initiative of all board members for their base annual gift and also make an additional gift they care about.
7. Review all policies related to the solicitation and acceptance of gifts to ensure that donors and their gifts are treated ethically and legally.
8. Work alongside the head of the Development Department and Office of the CEO & Superintendent to recommend achievable fundraising goals for approval by the full board; set achievable goals, with accountability measures to ensure that goals are met each fiscal year.
9. Review development staffing, organizational structure, and budgets. Review cost of funds raised to ensure that this cost is within peer and industry standards.
10. Assist with hiring of development staff and fundraising consultant/s.
11. Review all materials, electronic and print, that present the fundraising case; not to design by the committee, but to ensure that MPS, our mission, and goals are fairly and accurately represented to potential donors.
    a. This could include the Magnolia Quarterly Report that is development focused
12. Oversee standards for gift accounting, gift receipts, thank-yous, and donor stewardship to ensure that donors are being treated fairly and that funds are deposited efficiently and restricted according to the wishes of the donor.

13. Training: Provide opportunities for training for the Development department at the MPS Home Office, all Development & Stakeholder Committee board members, and Magnolia school leadership teams so that fundraising leadership can be exercised as a whole.

Educational Partners (Internal and External)

- Internal educational partners are those who work within the school system on a daily basis and who largely control what goes on there. They include school staff, district staff, and, to some extent, school boards.
- External educational partners are those outside the day-to-day work of the schools who have a strong interest in school outcomes but who do not directly determine what goes into producing those outcomes.

1. Review annual Magnolia Public Schools internal educational partners surveys for students, parents, and Magnolia teachers.
2. Engaging Educational Partners in Education:
    a. Parent training: How to be a good parent; how to promote the importance of education to your child; how to talk to your child about important issues.
    b. Parent Volunteering: Ranging from volunteering in the classroom to helping out with social activities at school (e.g., class parties, school events, field trips,) or with fundraising activities.
3. Advocacy:
    a. Statewide advocacy efforts with community partners.
    b. Districtwide community partnerships.

Parent and Community Engagement

1. School-level collaboration with all MPS educational partners including student, staff, family, and community members.
2. Support the Parent and Community Engagement (PACE) program at MPS, including PACE Coordinators and Deans of Culture.
3. Provide opportunities and resources for the PACE Coordinators across MPS schools.
4. Attend community events alongside MPS team members.

Personnel

1. To ensure that MPS is able to retain the best talent through:
    a. The design and implementation of a comp/benefit structure.
    b. Increasing employee engagement.
    c. Providing growth and development opportunities
2. To ensure compliance with all applicable State, Federal laws as well as EdCode.

3. To create a formal recruiting program that focuses on proactive sourcing versus reactive recruiting.

BUDGET IMPLICATIONS

- No budget implications

EXHIBITS (attachments):

- Attachments included: None

Cover Sheet

Approval of Magnolia Public Schools 2022-23 Board of Directors Handbook

Section: IV. Action Items
Item: G. Approval of Magnolia Public Schools 2022-23 Board of Directors Handbook
Purpose: Vote
Submitted by:
Related Material: 2022-23 Board of Directors Handbook (Board).pdf

Board Agenda Item #	IV G: Action Item
Date:	March 24, 2022
To:	Magnolia Public Schools – Board of Directors
From:	MPS Nominating/Governance Committee
Staff Lead:	Alfredo Rubalcava, CEO & Superintendent
RE:	Magnolia Public Schools 2022-23 Board of Directors Handbook

Proposed Board Motion

Presented to the MPS Nominating/Governance Committee on March 17, 2022

I move for the MPS Board of Directors to approve and adopt the 2022-23 Board of Directors Handbook.

Introduction

The MPS Board of Directors Handbook was first created with the focus on providing a standard of Board expectations, board recruitment procedures, and information for interested individuals to join the MPS Board and for newly admitted Board Members. The intent is to document board expectations and fulfill the requirements of Board accountability. The MPS Board of Directors Handbook serves as a live document, able to be amended accordingly with what we are afforded to in our MPS Bylaws and in the discretion of our Board.

Background

Feedback was collected from the Nominating/Governance Committee Meeting on November 18, 2021. Afterwards, staff went back and further worked alongside our legal counsel, YM&C. Since then, the MPS Bylaws were amended and was Board approved on February 24, 2022. The Board of Directors Handbook does not include the Student Board Member Pupil as it would be best to keep those separate since the expectations and procedures are not 100% aligned.

Budget Implications

N/A

Exhibits (Attachments):

- 2022-23 Board of Directors Handbook

MAGNOLIA
PUBLIC SCHOOLS

BOARD OF DIRECTORS HANDBOOK 2022-23

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OVERVIEW OF MAGNOLIA PUBLIC SCHOOLS

HISTORY OF MPS

The Magnolia Educational & Research Foundation ("Foundation") dba Magnolia Public Schools (MPS) is a non-profit organization established in August 1997. The Foundation is granted tax-exemption status (501(c)(3)) by the IRS and the State of California. The headquarters of the Foundation is located in Downtown Los Angeles, California. MPS oversees a network of charter schools throughout California dedicated to inspiring students to choose career paths in Science, Technology, Engineering, Art, and Math (STEAM), while providing a robust, standards-based education program within a supportive culture of excellence.

In 1998, the Foundation began organizing volunteer tutors for middle and high schools, especially in math, science and computer technology areas by utilizing their connections to major research universities throughout Southern California.

In 1999, the Foundation organized and implemented a joint program with Culver City Unified School District to provide tutoring for students all around the city. It also started a free tutoring program in the Sherman Oaks/Van Nuys Area of the San Fernando Valley. These programs resulted in cooperation with school districts to develop partnerships to support educational initiatives.

In the fall of 2002, the Foundation established its first charter school, Magnolia Science Academy-1 ("MSA-1"), in the San Fernando Valley. Since then, the Foundation has successfully replicated its educational program and philosophy at 9 other charter school sites throughout California.

VISION & MISSION

OUR VISION

Graduates of Magnolia Public Schools commit to building a more peaceful and inclusive global society by transforming traditional ideas with creative thinking, effective communication, and the rigor of science.

OUR MISSION

Magnolia Public Schools provides a safe and nurturing community using a whole-child approach to provide a high-quality, college preparatory STEAM educational experience in an environment that cultivates respect for self and others.

SCHOOL LOCATIONS

LOS ANGELES

Magnolia Science Academy -1 Reseda (Gr. 6-12)
18238 Sherman Way, Reseda, CA 91335
(818) 609-0507

Magnolia Science Academy - 2 Valley (Gr. 6-12)
17125 Victory Blvd., Van Nuys, CA 91406
(818) 758-0300

Magnolia Science Academy - 3 Carson (Gr. 6-12)
1254 E. Helmick St., Carson, CA 90746
(310) 637-3806

Magnolia Science Academy - 4 Venice (Gr. 6-12)
11330 W. Graham Pl., Los Angeles, CA 90064
(310) 473-2464

Magnolia Science Academy - 5 Los Lobos (Gr. 6-12)
18238 Sherman Way, Reseda, CA 91335
(818) 705-5676

Magnolia Science Academy - 6 (Gr. 6-8)
1512 Arlington Ave., Los Angeles, CA 90019
(310) 842-8555

Magnolia Science Academy - 7 Northridge (Gr. TK-5)
18355 Roscoe Blvd., Northridge, CA 91325
(818) 886-0585

Magnolia Science Academy - 8 Bell (Gr. 6-8)
6411 Orchard Ave., Bell, CA 90201
(323) 826-3925

ORANGE COUNTY

Magnolia Science Academy - Santa Ana (Gr. TK-12)
2840 W. 1st St., Santa Ana, CA 92703
(714) 479-0115

SAN DIEGO COUNTY

Magnolia Science Academy - San Diego (Gr. 6-8)
6525 Estrella Ave., San Diego, CA 92120
(619) 644-1300

Powered by BoardOnTrack

PORTRAIT OF A GRADUATE

Our GOAL with Portrait of a Graduate was to craft a collective vision for Magnolia Public Schools that articulates our organization and community's aspirations for our students now and into the future.

At Magnolia Public Schools (MPS), our approach is an ongoing education effort, where our board of directors, home office, school leadership, teachers, families, students, and community are all viewed as one unified group. Magnolia's education program aims to create a nurturing community using a whole-child approach and has expanded on the successful community connections by building relationships with families and the surrounding communities that address the mutual interests of all parties through the Magnolia Public Schools - Portrait of a Graduate project.

Our overarching objective at Magnolia Public Schools is to create a vibrant and mutually beneficial partnership between school and community that supports our students' academic and personal success while addressing the needs of the communities we serve. With the focused conversation about knowledge, skills, mindsets, and literacies essential for 21st-century student success, the Magnolia Portrait of a Graduate Design Team has successfully crafted the meaning behind the Portrait. Through a design process that intentionally engaged our Magnolia community, the Portrait became our community's stated vision for Magnolia students.

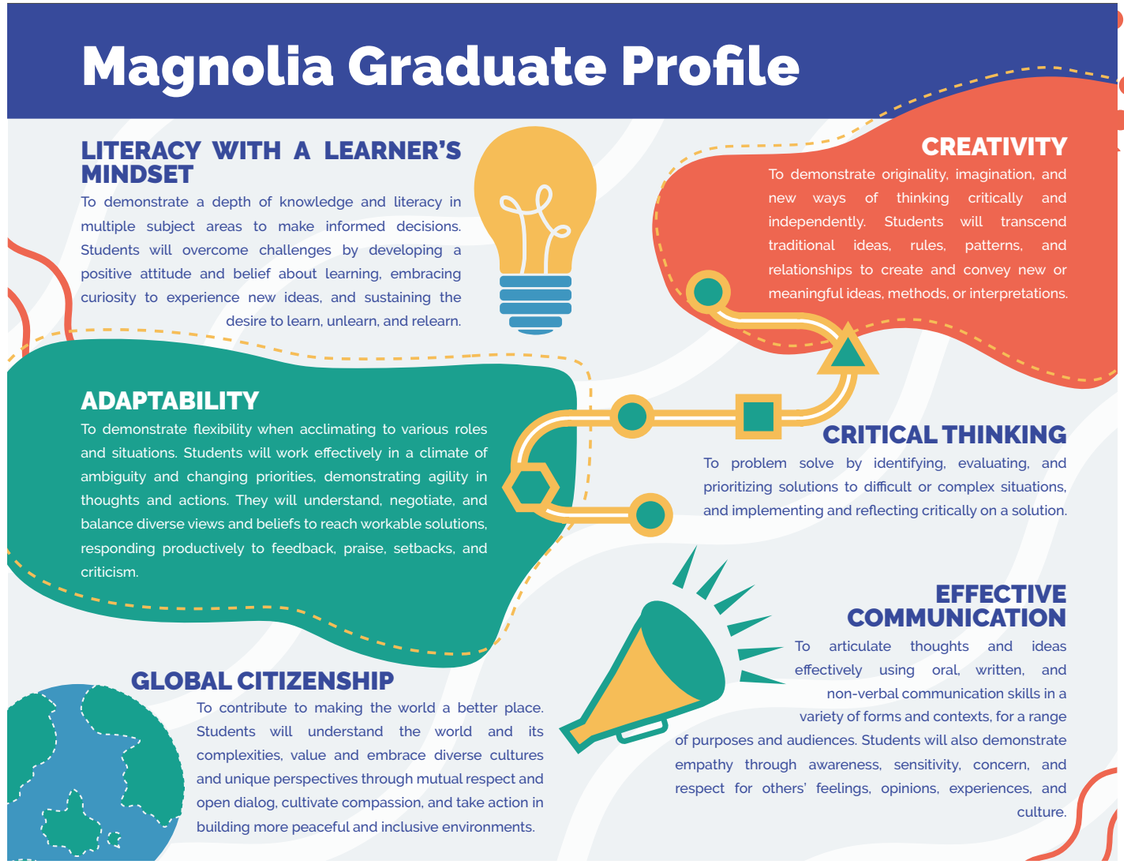
We brought together a cross-section of Magnolia stakeholders to co-create the Magnolia Portrait of a Graduate that included 23 home office and school site leaders, a member of Magnolia's board, teachers, current twelfth-grade students, alumni, parents, and members of our community to form the Portrait of a Graduate Design Team.

The Portrait of a Graduate is the first step in framing a new vision for Magnolia Public Schools. Now that we have created our portrait, the exciting work of implementing this new vision begins in the Fall of 2021!

PORTRAIT OF A GRADUATE COMPETENCIES

The following are SIX COMPETENCIES and descriptions that the Portrait of a Graduate Design Team determined is important to include in our community's Portrait.

- Literacy with a Learner's Mindset
- Critical Thinking
- Creativity
- Effective Communication
- Adaptability
- Global Citizenship



SCHOOLWIDE LEARNING OUTCOMES (SLOs)

Turning our Portrait of a Graduate into a Reality for Every Student at Magnolia

The serious implementation of our portrait requires a thorough analysis of our Charter Management Organization (CMO) systems to identify the changes that will be required to take vision to scale including but not limited to strategic planning where Magnolia will use our newly developed portrait as the key driver of strategic planning. The Magnolia Public Schools academic department, led by the Chief Academic Officer will lead the Systems Design effort with school site leaders including Principals, Assistant Principals, and Deans to align all aspects of Magnolia Public Schools to make the newly developed Portrait of a Graduate a reality for every student. More specifically, the efforts will focus on the MPS Schoolwide Learning Outcomes (SLOs).

Magnolia's Schoolwide Learner Outcomes (SLOs)

LITERACY WITH A LEARNER'S MINDSET

- Develop and implement literacy skills that impact all content areas so that they can be well-rounded individuals within society.
- Meaningfully engage in learning activities by knowing their readiness levels, interests, backgrounds, and making informed decisions about their learning pathways.
- Take ownership of their learning by creating long and short-term academic goals and reflecting on them throughout the school year.

ADAPTABILITY

- Develop self-awareness and self-advocacy skills and maintain physical, mental, social, and emotional well-being to guide in their pursuit towards a college degree and career choices.
- Collaborate, work effectively, and manage interpersonal relationships within diverse groups and settings. Respond productively to feedback, praise, setbacks, and criticism.
- Demonstrate consideration of others' ideas by keeping an open mind, questioning ideas, and demonstrating flexible thinking.

EFFECTIVE COMMUNICATION

- Demonstrate effective oral and written communication skills, using the expected academic language for the purpose, audience, and setting.
- Develop listening skills and exhibit empathy through awareness, sensitivity, concern, and respect for self and others' feelings, opinions, experiences, and cultures.
- Use technology effectively and respectfully to access, organize, research, and present information to become proficient communicators.

CRITICAL THINKING

- Apply, analyze, identify, synthesize and evaluate information and experiences and connect the skills and content learned across the curriculum.
- Are inspired to be lifelong readers and critical thinkers.
- Are able to take a variety of sources and viewpoints, evaluate them critically, and make judgments that reflect an understanding of the possible consequences of those decisions.

CREATIVITY

- Apply innovative skills and practices which connect to their learning experiences.
- Have opportunities for multiple methods of the expression of ideas in a project (ex. writing, drawing, creating video, slide presentations, memes).
- Incorporate new and meaningful ideas and methods through cross-curricular STEAM activities.

GLOBAL CITIZENSHIP

- Contribute to the improvement of life in their school and local community by demonstrating leadership skills and participating in community-based projects.
- Understand and reflect on connections between their local community and the broader world, through both current events and historical context.
- Are internationally-minded individuals who recognize and value other perspectives and cultures.

MAGNOLIA PUBLIC SCHOOLS

2021-22 MPS GOALS

2021-2022 GOALS

1 BASIC SERVICES FOR A HIGH-QUALITY LEARNING ENVIRONMENT

All students and staff will have access to a safe, secure, healthy, and high-quality learning and working environment. Students will receive high-quality services that are fundamental to academic success, including full credentialed teachers, standards-aligned and high-quality instructional materials, and appropriately maintained school facilities.

- Teacher assignments and credentials
- Instructional materials and technology
- Clean and safe facilities that support learning
- Healthy and nutritious meals
- Well-orchestrated Home Office support services

2 EXCELLENCE

All students will have equitable access to a high-quality core curricular and instructional program and make academic progress on the California Content Standards. Students will pursue academic excellence and be college and career-ready.

- Broad course of study and standards-based curriculum
- Professional development for high-quality instruction
- MTSS - Academic enrichment, intervention, and student support
- Designated and integrated ELD programs
- Support for students with disabilities

3 INNOVATION

All students will have access to a well-rounded education that supports their readiness for college and the global world. Each student will become an independent, innovative scholar by practicing creativity in learning and using technology in transformative ways, and demonstrate high-quality learning outcomes.

- College/Career readiness programs and activities
- STEAM and GATE programs
- Digital literacy and citizenship programs
- Physical education, activity, and fitness
- Additional programs and activities that support well-rounded education

4 CONNECTION

All students, families, staff, and other stakeholders will have access to meaningful engagement opportunities that help cultivate leadership advocacy, and collaboration in a safe and nurturing environment. Stakeholders will feel a sense of community and connectedness.

- Seeking family input for decision making
- Building partnerships with families for student outcomes
- MTSS - PBIS and SEL support
- Annual stakeholder surveys
- Community outreach and partnerships

MAGNOLIA PUBLIC SCHOOLS

GENERAL BOARD INFORMATION

BOARD MEMBER PROFILES

Ms. Sandra Covarrubias graduated from Casa Loma College for Licensed Vocational Nursing. She has eight years of professional experience as a Vocational Nurse in NorthEast Valley Health Corporation in Canoga Park, CA; Amity Home Health in Granada Hills, CA; Majesty Hospice in Los Angeles, CA; and All Saints HealthCare in North Hollywood, CA as a pediatric nurse.

Her duties included and were not limited to providing nursing care, providing aid in daily living activities, administering medication by all routes, and obtaining assessments to determine the right plan of care for the patients. As a sub acute pediatric nurse, she executed the above duties along with providing care to long term ventilator dependency patients. She went beyond her nursing duties to even comfort patients and families with deteriorating diseases. During her tenure in the medical field she placed a hold on her studies and retired as nurse due to personal health issues. In that time she devoted full-time to providing the best education opportunities for her son. She became one of the first active parent volunteers for Magnolia Science Academy-2 & 7 and went on to become President of the Parent Task Force (PTF) for Magnolia Science Academy-2. Under her responsibilities she organized special events, coordinated parent volunteers in classrooms/school activities, aided in fundraising efforts through events and programs, and was involved in actively supporting community outreach and networking and building reliable communication networks among parents and teachers. Following suit, more parents joined onboard.

Her son graduated with High Honors from a Magnolia Science Academy school while obtaining his Associates Degree and went on to attend the University of California Los Angeles. Seeing her son be able to succeed fueled her inspiration to continue helping other students obtain resources and opportunities and subsequently joined the Magnolia Public Schools Board of Directors in 2017. She left a lasting impact at those schools in regards to parent involvement. Advocating the beliefs that parent involvement in a child's life makes a huge difference in ensuring the pathway of educational successes and that love for a child and their families are to always be at the forefront.

MPS Board Chair - LA Rep
Former Vocational Nurse
First Term Expires: 8/10/2022
scovarrubias@magnoliapublicschools.org

Dr. Umit Yapanel obtained his BS degree in Electronics and Communications Engineering in 1997, ranked 2nd in his class. He obtained two Master of Science degrees: one in Communications Engineering in 2000 and one in Electrical and Computer Engineering in 2001. From 2000 to 2004, he pursued his PhD degree in Automatic Speech Recognition at the University of Colorado at Boulder. He was an intern for two summers at IBM's TJ Watson Research Center in New York. Dr. Yapanel has published a book chapter, 8 journal articles, and more than 15 conference papers in the area of Automatic Speech Recognition and Child Language Development. In the past, Dr. Yapanel served as a founding board member from 2003-2007 at Lotus School for Excellence (LSE) a STEM charter school currently operating in Aurora, CO. Between 2007-2012, he has served as the board president of the school. Throughout the years, he has been involved in almost all aspects of school operations at Lotus; from doing the payroll in initial years to writing grants, purchasing its current facility to elementary school expansion. His vision for MPS is to create a network of schools to provide a world-class STE(A)M education to all of its students. His major mission is to help inspire more students to become the future scientists and engineers, as our Nation is facing a shortage of such qualified workforce.

MPS Board Vice-Chair
Senior Manager, Capital One Financial
Second Term Expires: 10/11/2022
uyapanel@magnoliapublicschools.org

Ms. Diane Gonzalez Since joining the FBI 57 years ago Ms. Gonzalez has worked in various positions, some classified and some unclassified, but always in sensitive areas. She has held several Supervisory positions during her years with the Bureau. In 2001, Ms. Gonzalez became the Community Outreach Coordinator (COS) for the Los Angeles FBI Office, a rewarding position which she holds to this day. As a Community Outreach Specialist (COS) for the last 13 years, she has interacted with all the educational, religious and ethnic groups in Southern California. She has been responsible for beginning the first FBI- Citizens' Academy Classes servicing the great Los Angeles Area. She also started the Junior Special Agent Program for the Office and a reading program at the Bessie Pregerson Child Develop Center for underprivileged youths in a partnership with the Salvation Army Westwood. She is also on the Salvation Army Westwood Transitional Village (WTV) Advisory Council and has implemented the Community Relations Executive Seminar Training Program (CREST) in numerous ethnic and religious communities. In 2004 she helped to coordinate the FBI's Multi Cultural Advisory Committee. Ms. Gonzalez teaches and is certified to teach Internet and Identity Theft Classes to both students and adults. She is a coordinator and is part of the Special Olympics of Southern California for Law Enforcement Torch Run Council. She helps to coordinate the FBI's interagency communication and emergency response efforts.

MPS Board Member - LA Rep
Community Outreach Coordinator, FBI
Second Term Expires: 12/9/2024
drgonzalez@magnoliapublicschools.org

Dr. Salih Dikbas joined Qualcomm Inc. in 2013 as a Staff Engineer. Prior to Qualcomm Inc., Dr. Dikbas was a System Engineer for Texas Instruments Inc. and helved develop a frame noise algorithm and co-authored the proposal of TI for next-generation video standard. Dr. Dikbas received his degree from Middle East Technical University, a M.S. from Clemson University and Ph.D. from Georgia Institute of Technology.

MPS Board Member - SD Rep
Senior Staff Engineer, QualComm Inc.
Second Term Expires: 12/9/2024
sdikbas@magnoliapublicschools.org

Mr. Mekan Muhammedov A real estate investor and entrepreneur, Mekan Muhammedov is an executive with a passion for optimizing business operations. Prior to joining the Board, Mr. Muhammedov served as executive director of GG Construction in Dubai. He has a long history with Magnolia, having been employed by the organization between 2005 and 2014.

MPS Board Member - Orange Rep
Real Estate Investor & Entrepreneur
First Term Expires: 4/23/2025
mekan@magnoliapublicschools.org

BOARD OVERVIEW AND RESPONSIBILITIES

BOARD OVERVIEW

The mission of the Board of Directors of Magnolia Public Schools is to provide concrete skills and expertise to the organization through leadership, commitment, support and oversight. Board Members are committed to supporting the values, mission, and vision of the organization with a lack of personal agenda, with an entrepreneurial spirit and through critical and strategic thinking. The Board of Directors shall strive to recruit directors representing parents and the charter school communities, from diverse professional and ethnic backgrounds.

Board members serve five-year staggered terms with the option to be reappointed at the pleasure of the Board of Directors. Regular meetings are held on the second Thursday of each month unless the second Thursday of the month should fall on a legal holiday in which event the meeting will be scheduled appropriately. The meeting schedule is designed to meet operational and compliance requirements.

BOARD RESPONSIBILITIES

MPS Board Members are committed to the following:

Attendance and leadership

Board members are expected to:

- Participate in annual Brown Act and Conflict of Interest Trainings.
- Complete annual assessments and identify the needs of the organization.
- Arrange their schedules around the board meeting calendar to ensure quorum and active participation and discussion. It is expected that Board members come prepared to meetings by reading materials beforehand
- Participate in at least one committee
- Visit one school per year

Actively promote MPS in the community

Board members are expected to:

- Attend education events, identify and cultivate influencers, introduce MPS to community members and expand MPS circles of influence
- Be abreast of issues by following K-12 education news and topics on a regular basis
- Attend WASC visits when scheduled and are encouraged to attend MPS events such as graduations.

Build the Board

Board members are expected to:

- Actively identify individuals to help broaden, strengthen and diversify the board by looking at the needs of the organization.
- Foster a culture of excellence within the board and leading by example (attending, preparing, committing, delivering).
- The Board may also create one or more advisory committees composed of directors and non-directors with the intent to encourage the participation and involvement of faculty, staff, parents and others through attending and participating in open committee meetings.
- Nominations to the Board will follow the precedence of the MPS Bylaws with the discretion of the Board Chair and Vice-Chair as explained.

Provide Specialized Assistance / Other

- **Board members should lend specialized skills that can help the organization**

BOARD ROLES

MISSION

- Understand and support MPS mission as a community resource throughout Southern California
- Serve as ambassadors and advocates for MPS by promoting the mission within their personal networks and the broader community

STRATEGY

- Review and provide feedback on both the short- and long-term goals and strategic plans of MPS to help the organization further its mission and achieve its vision
- Develop the strength of the board through recruitment, self-assessment, and training
- Ensure that the academic program of MPS is successful, that the school's program and operation are faithful to the terms of its charter, and that the school is a viable organization
- Review annual organizational plan that includes concrete, measurable goals consistent with the charter and accountability plan.

GOVERNANCE

- Be an informed and engaged stakeholder, including attending board and committee meetings
- Understand and comply with the regulatory and legal requirements required a director of a public agency
- Ensure that MPS complies with state and federal regulations and upholds the mission of the charter
- Review, advise, support and hold accountable the CEO
- Provide fiscal oversight and monitor the organization's programs and services
- Ensure MPS is compliant with its internal policies and procedures
- Comply with all meeting requirements and administrative functions as outlined in the charters and bylaws
- Review and understand MPS' academic performance results as compared with its stated goals and similar schools

BOARD RECRUITMENT PROCESS

The MPS Board will seek to add new members as needed given the needs of the organization. There should be at least three board members and no more than eleven at any given time. The organization commits to designating at least one director who resides in each county where this corporation operates a charter school and to have at least one parent representative at all times.

The Board has approved the Amended and Restated Bylaws which includes the authority for the Board to create one or more advisory committees composed of directors and non-directors. The intent of the Board is to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

With the Board's discretion, members of the advisory committee may be found as good candidates to serve on the Board of Directors given the appropriate needs of the organization and requirements as stated in the MPS Bylaws.

Once candidates have been proposed, the MPS Nominating Committee will give their recommendations to the full board at least seven (7) days before the date of the designation or at such other times as the Board of Directors may set. Any member of the community may also refer a potential candidate to the Board for consideration.

Potential candidates may also submit their application for consideration through the Board Recruitment Application that is on the MPS Website. One Board Member and one staff member will be assigned to meet with each candidate to test for mission/culture fit and to ask the following questions:

- What is your past governance experience? Do you believe the board you served on was effective? Why or why not?
- Where are you from? Neighborhood, school, personal story.
- What work do you do right now? How might this work support the mission of this school?
- Why might you want to support this school? What unique contribution will you bring?
- What ideas if any do you have to leverage your networks and connections that could benefit the school?
- How might you advocate for the school publicly and privately?
- Do you have any past issues or conflict of interests that could potentially interfere with your service on the board?

Specific Board Needs:

- Diversity, including geography, ethnicity, functional skills, expertise, and community connections
- Specific skills/work experience/community relations
- Fundraising expertise
- Management/leadership experience including scaling organizations
- Marketing/PR experience
- HR, talent and recruitment
- Law expertise
- Facilities expertise

First Three Months of Board Membership:

Orientation Phase

Prepare the new Board Member to quickly become an asset to the organization by doing the following:

- Building relationships with other Board Members
  - Meet with the Board Chair to review:
    - Responsibilities and expectations
    - Committee structures and assignments
    - Agenda and minutes from prior board meeting
    - Annual agenda and calendar for board and committees
    - Debrief after first board meeting with Board Chair and CEO
- Meeting with CEO to review the Board Handbook specific to:
  - Organizational chart
  - Organizational goals
  - Talking points about local district, state education reform landscape
- Introduction to senior leadership team and overview of their areas of focus:

Chief Executive Officer & Superintendent The CEO embodies, advocates, and puts into operation the vision, mission, and strategic direction of MPS, and oversees all aspects of the organization, including financial, operational, educational operations, and strategic planning. The CEO is not a member of the Board, but will fulfill the role of the corporation's general manager and will have general supervision, direction, and control over the corporation's business and officers, subject to the control of the Board. The CEO hires, supervises, disciplines, and as needed, dismisses the Charter School's Principal, who, in collaboration with the CEO and the HR department at the MPS Home Office, hires, promotes, disciplines, and as needed, dismisses staff and teachers at the Charter School. The CEO also oversees hiring, supervision, professional development, evaluation and dismissal of all C-level positions at the Home Office. All the C-level positions (those with the word "Chief" in the title) report to the CEO. The Board ensures that the CEO is evaluated formally at least once annually, and the CEO, in turn, evaluates the Home Office staff.

Chief Financial Officer **(annual budget, audits, monthly financials)** The CFO is responsible for the financial performance of MPS and each of its schools. The CFO provides effective leadership to ensure sustainability, growth, and expansion and advises the CEO and Board on strategic financial plan, financial analysis and business modeling. The CFO ensures ethical and responsible decision-making, and appropriate financial management and governance practices.

Chief Operations Officer **(school operations, human resources)** The COO leads all internal operations and, working in partnership with the Magnolia's Home Office Executive Team, Board and other leaders, creates the strategic five-year plan and implement new processes and approaches to achieve it. The COO serves as the internal leader of MPS, coordinating the annual operations plan and leading the performance management process that measures and evaluates progress against goals for the MPS. The COO provides for all staff a strong day-to day leadership presence; bridges all functions and supports an open-door policy among all staff; provides Board support; and leads the organization's Regional Directors and Principals. Additionally, the COO directs and manages the various core business, financial, process, and

systems functions of the MPS centralized Human Resources Department. Provides strategic and operational direction to assigned organizational components, and provides leadership to the institution in strategic human resources planning and policy, process, and systems development. Directs organizational structuring and staffing, and oversees the supervision of all managerial, professional, paraprofessional, and support staff in each organizational component. Facilities and Technology Departments report to the COO as well.

Chief Academic Officer **(annual school goals, curriculum, academic data)** Reporting to the CEO, the CAO is responsible for both sustaining and improving the culture of high academic excellence in all Magnolia Public Schools. The school administrators at each Charter School as well as the curriculum and instructional support staff report directly to the CAO, who has primary authority and accountability for the academic performance of all schools. The CAO provides leadership, vision, and strategic direction for MPS' curriculum, instruction, assessment and school improvement initiatives overseeing professional development for all school leaders and supervising academic management of the Charter Schools.

General Counsel and Facilities Director **(facility projects, campus searches, legal communication and review)** The General Counsel and Director of Facilities is responsible for working with architects, developers and consultants on the acquisition, design and construction of new facilities; planning, and project managing capital and tenant improvements; negotiating and managing leases; and managing relationships with landlords. The General Counsel and Director of Facilities also reviews vendor contracts.

Chief Accountability Officer **(policies, authorizer accountability, state compliance)** The Chief Accountability Officer is responsible for overseeing all non-financial reporting and compliance functions, preparing and implementing the annual surveys, and ensuring that the organization and staff use consistent, rigorous evaluation tools to maintain the efficacy of Magnolia programs.

Chief External Officer **(enrollment data and trends, outreach and relations, advocacy, communications, community engagement)** The Chief External Officer (CXO) is responsible for building relationships with major educational partners and constituencies, including the medica, community groups, and other representatives and key influencers. Along with working with external partners to develop and identify key policy areas that impact MPS. In addition, they create and oversee strategy, programs and services aimed towards increased family and community engagement to strengthen such partnerships and build on new ones while maximizing collaboration and coordination with community partners across the diverse communities of Southern California. They oversee the Development side of MPS to develop goals, plans and strategies to diversify and increase philanthropic support through a comprehensive multi-year development strategy including pipeline development moves management and donor stewardship.

Beyond Three Months of Board Membership:

- Attend Committee and Board meetings
- Attend Board Retreat
- Attend MPS events and school functions
- Attend MPS Wide STEAM EXPO
- Attend CCSA Conference
- Attend WASC Visits

CHIEF EXECUTIVE OFFICER'S COMMITMENTS

COMMITMENT TO MPS BOARD MEMBERS

I fully commit to the MPS Board in the following ways:

- I will be mindful of the time commitments of the Board members
- I will commit the time to inform the Board members of all of the important issues related to the organization
- I will provide you in a timely way with the information you need to be an effective board member.
- I will prepare and/or review all written communication in advance of the Board meetings for items requiring decision-making, a vote, or affecting policy
- I will commit to making myself available for Board member questions
- I will manage the organization in the best way I know how by adhering to actions approved by the Board and by respecting the advice of the Board members
- I will provide Board liability insurance

CEO METRICS

Academic / Accountability

- Return to success full instruction and pivot post COVID opening of MPS Schools; 100% Four-Year Cohort Graduation Rate and 100% UC/CSU A-G Course Completion Rate across all MPS;
- All student groups across MPS will show growth on the CAASPP-ELA/Literacy and Mathematics assessments by a 3-point or more increase from the prior year as measured by the CA School Dashboard;
- 50% or more of all MPS students will be proficient on the CAASPP-ELA/Literacy assessments and 35% or more will be proficient on the CAASPP-Mathematics assessments, with the ultimate goal of 100% proficiency for all;
- 60% or more of all students will meet their growth targets on the MAP-Reading and Mathematics assessments, with the ultimate goal of 100%;
- All students across MPS will meet their expected growth targets in Reading as measured by the Lexile metrics;
- All MPS sites will organize a STEAM Festival/EXPO, with 100% of students creating and demonstrating a STEAM focused project, experiment, model or demo;
- Average Daily Attendance (ADA) Rate of 97% or more, with the ultimate goal of 100% ADA Rate;
- MPS will develop, align, and improve academic and behavioral resources, programs, supports, and services in addressing the needs of the whole child by utilizing a coherent MTSS framework that engages all systems leading to improved student outcomes; School experience survey participation and satisfaction rates of 85% or more for students, parents, teachers, and staff, with the ultimate goal of 100% participation and satisfaction rates;
- All MPS sites will maintain their WASC accreditation;

- All MPS sites will have successful authorizer oversight visits;
- Keep strengthening MPS' standards-based curriculum complete with scope and sequences for all subjects taught at every existing and expected grade level that exceeds national academic standards.

Personnel and Human Resources (HR)

- Clear and detailed strategy for teacher recruitment and staff retention.
- Expand the salary scale to include a performance-based evaluation for home office staff.
- Delegation of authority – the executive staff are required to perform their duties effectively in support of the overall success of the organization. Magnolia Public Schools (MPS) Executive staff will have current job descriptions that include evaluation metrics and the frequency of a performance evaluation. The performance evaluation will include the Board recommendation for a 6-month evaluation and a year-end evaluation to determine if the performance is acceptable.
- All the personnel paperwork documentation required by the authorizers, state and federal agencies will be ready before the first day of employment for every school year for every staff member. Staff employment paperwork which must be provided within a certain time frame, mandatory training which must be completed within a certain deadline will be completed by each staff member before respective deadlines. Human Resources will continue assisting school sites with authorizer site visits.
- MPS Employee Handbook and MPS Employee Agreements will be revised every year with respect to evolving needs and changing Labor Codes and Laws as well as post COVID-19 changes that need to be made.
- HR will enhance onboarding process to give extra support to the School Site Leaders.
- HR will provide more features of PayCom (HRIS online software system) to provide more options and keep MPS HR procedures aligned across all school sites.

Mangement & Board Oversight

- Clear, transparent and timely communication between MPS Home Office and MPS Board with timely reporting of any critical development and communication with other local agencies to the board;
- All committees are to meet each academic year according to a schedule set at the beginning of the academic year. Board members are to conduct committee meetings directly with responsible C-team members. All C-team members should present items directly to corresponding committee members in their respective areas with the CEO serving as facilitator of the discussion;
- In conjunction with the Board, continue to develop an effective public relation, marketing, and fundraising plan for 2021-22;
  Secure philanthropic support that directly supports the mission and vision for 2021-22. Report annually to the board on C-Team and school site performance;
- Train and support new board members appointed due to vacancies and in compliance with the terms of authorizer directions;
- Passing reports from authorizer site visits.

Finance

- Manage post Covid-19 financial uncertainty, utilize one-time state and federal funds effectively;
- Justify and explain any budget fluctuations over 3% from the June budget. Remain within 3% of the Pl revised budget through the conclusion of the fiscal year;
- Secure private financing for obtaining private facilities for all of the co-located sites;
- Positive net income for combined all schools and Home Office at the end of the year;
- Improving compensation and support for school site staff;
- Unqualified independent audit report;
- Update the five-year capital plan following the bond issuance;
- Continue to provide leadership in the areas of financial planning, budgeting, accounting and management of the organization's financial resources;
- Maintain accurate accounting, payroll, cash management, and insurance systems are maintained.

Facilities

- Prepare a strategic plan for all schools at Prop 39 facilities;
- Support all schools in the process of acquiring their own facilities especially concentrate on MSA-5 securing private facility;
- Completion of capital improvement projects funded by grant;
- Implement asset management system to make sure that preventative maintenance action is taken to avoid large unplanned facilities/capital expenditures;
- Oversee, monitor, and maintain current requirements of facility leases;
- Apply for facility grants such as SB 740 and CSFIG;
- Continue overseeing that all physical environment reflects the organization's mission and values as well as enhances learning. Improve fundraising and philanthropic efforts to improve/invest in facilities.

Stakeholders

- Increase enrollment and improve efficiency of enrollment process. As well as strengthen enrollment campaign in conjunction with school sites;
- Extensively engage all MPS stakeholders such as parents, students, teachers and the local community in crafting the strategies, implementing academic policies and engaging in civic participation. School site leaders or MPS Central Office should address any concerns by these stakeholders in a timely manner;
- Continue to strengthen the MPS parent programs across all schools;
- Develop Partnerships to bring in more resources and utilize strategic planning for philanthropic partnerships;
- Optimize resources to the fullest extent to achieve organization efficacy at highest level.

BOARD COMMITTEES

GOVERNANCE / NOMINATING COMMITTEE

The Governance/Nominating Committee is commissioned by and responsible to the Board of Directors to assume the primary responsibility for matters pertaining to Board of Directors recruitment, nominations, orientation, training, and evaluation in accordance with the bylaws of the organization as well as established policies and practices approved by the board and hiring the CEO.

Related to the full board:

- Analyze the skills and experience needed on the Board.
- Create a short and long-term board recruitment strategy.
- Work with Board Chair and CEO on a succession plan for board officers.
- Develop and review annually the procedures for Board recruitment.
- Develop an orientation and training plan for new trustees.
- Assist in the planning of an annual Board retreat and other deeper strategy sessions as needed.
- Develop and revise a Board member handbook outlining the responsibilities of the Board and Board members, Board policies, and other relevant information.
- Conduct board education as needed.
- Regularly evaluate the effectiveness of board meetings, and make recommendations for improvement to the chair and the full board as needed.
- Annually coordinate an evaluation of the full board and individual trustees.
- Create specific, measurable, board-level goals for the year as part of the full board planning process.

Related to the CEO & Superintendent:

- Develop an annual timeline to support and evaluate the CEO, and have this timeline approved by the full board.
- Annually review and revise as necessary the CEO's job description.
- Establish a process for the CEO to develop, share, and receive board approval of a set of annual organizational goals.
- In partnership with the CEO, establish a clear and consistent way for the CEO to report to the full board regularly on progress towards the board-approved annual goals.
- Annually create a survey instrument and process to conduct two structured check-ins between the full board and the CEO. It is anticipated that these will occur in November and March and will involve the CEO completing a self evaluation and surveying the full board.
- Annually implement a comprehensive CEO evaluation that includes a CEO self-evaluation, input from the full board, and anonymous input from the CEO's direct reports.
- Annually prepare or revise the CEO's contract as necessary.
- Annually recommend CEO compensation adjustments to the full board, as appropriate.

CHAIR: Umit Yapanel
MEMBERS: Sandra Covarrubias, Salih Dikbas (alternate)
STAFF LEAD: Alfredo Rubalcava

FINANCE COMMITTEE

The Finance Committee is commissioned by and responsible to the board and is responsible for working with the CFO to review the upcoming fiscal year budget; presenting budget recommendations; monitor implementation of the approved budget on a regular basis and recommending proposed budget revisions; and recommending appropriate policies for the management of Magnolia's assets, in addition to the following duties:

- Review critical policies including the Policies and Procedures Manual
- Review Budget vs. Actuals
- Review structure including added ad eliminated positions annually
- Confirm if MPS is adequately Insured and offering competitive/fairly priced benefits
- Review and discuss key variances
- Knowledge of sources of revenue and related cash flows
- Organizational salary structure each year
- Review and sign off on 990s
- Have knowledge of all financial requirements per authorizer

CHAIR: Salih Dikbas
MEMBERS: Mekan Muhammedov, Umit Yapanel (alternate)
STAFF LEAD: CFO (Finance)

FACILITY / AUDIT COMMITTEE

The Audit Committee is commissioned by the board for the oversight of the integrity of financial statements; the effectiveness of the internal control over financial reporting; the independent registered public accounting firm's qualifications and independence; the performance of the organization's internal audit function and independent registered public accounting firms; and the organization's compliance with legal and regulatory requirements; and the performance of the organization's compliance function.

The purpose of the Facilities Committee is to broadly oversee MPS' physical assets: its land, buildings, and equipment. More specifically, to ensure the adequacy and condition of capital assets, to develop and periodically review policies, to advocate for new structures and rehabilitate or remove older structures, and to ascertain that adequate funding exist for completion of the various projects.

The Audit Committee's primary roles are to:
- Review and recommend independent auditor firm to the board
- Review all observations and recommendations by auditors and responses by management

The Facilities Committee's primary roles are to:
- Determine the adequacy, condition, and use of existing facilities and evaluate the use of space, and the appropriateness of that space to its mission
- Review projections of future facility needs and requirements including the development of long term capital plans
- Review the proposed annual capital budget, including a breakout of all projects
- Approve selection of architects for projects involving new buildings and major additions
- Review project siting, bidding methods, and general program planning for major capital building projects
- Communicate with and educate the Board on MPS' physical assets and their condition

** The audit committee meets 1-2 times a year only, therefore it has been merged with the Facility Committee.*

CHAIR: Mekan Muhammedov
MEMBERS: Diane Gonzalez, Umit Yapanel (alternate)
STAFF LEAD: Patrick Ontiveros (Finance) and CFO (Audit)

ACADEMIC COMMITTEE

The committee's main role is to assure that academic excellence is defined, and that the board approves annual goals to attain academic excellence in addition to the following responsibilities:

- Define and continue to refine what academic excellence means for MPS
- Ensure that all board members understand the key charter promises that are made to the community and authorizers
- Work with the CAO to devise clear and consistent ways to measure progress towards stated goals
- Work with the CAO to set annual academic achievement goals
- Work with the CAO to share with the board annual successes, barriers to reaching academic excellence, and strategies to overcome these barriers
- Arrange for board training on issues related to academic oversight and academic achievement

CHAIR: Diane Gonzalez
MEMBERS: Sandra Covarrubias, Salih Dikbas (alternate)
STAFF LEAD: Erdinc Acar (Academics)

EDUCATIONAL PARTNERS & DEVELOPMENT COMMITTEE

The Development & Stakeholder Committee derived its roots from the Personnel Committee. The Committee has further expanded its support to the areas of development and communications while also supportinging stakeholder, parent and community engagement and personnel items. It's goal is to nurture people's commitment to Magnolia Public Schools. Key functions to the Committee are:

- Seeking that each board member is active and engaged by soliciting annual gifts, and if appropriate, for a capital gift.
- Cultivate donors to make sure campaigns bring in the maximum amount to support MPS and all ten schools.
- Review policy and procedures for all fundraising programs and accountability
- Review annual MPS internal stakeholder surveys for students, parents and MPS teachers.
- Attend community events alongside MPS team members
- Review the benefit and compensation structure to ensure that MPS retains the best talent.

CHAIR: Sandra Covarrubias
MEMBERS: Umit Yapanel, Mekan Muhammedov (alternate)
STAFF LEAD: Brenda Lopez (Stakeholder), Suat Acar (Personnel)

BOARD AND COMMITTEE MEETING CALENDARS

2019-20 BOARD MEETING CALENDAR

MAGNOLIA PUBLIC SCHOOLS

2021-22 BOARD MEETINGS CALENDAR

Magnolia Educational & Research Foundation
Magnolia Public Schools

All meetings begin at approximately 6:30 pm - 7:00 pm (PDT). Any changes will be reflected on the MPS website: www.magnoliapublicschools.org

7/08/2021 - Zoom

8/12/2021 - Zoom

9/09/2021 - Zoom

10/14/2021 – Home Office

11/18/2021 – MSA-8

12/09/2021 – MSA-2

12/19/2021- Board Retreat

1/20/2022 – MSA-1

2/10/2022 – MSA-3

3/ 10/2022 – MSA-5

4/07/2022 – MSA-6

5/12/2022 – MSA-4

6/09/2022 – Annual Board Meeting - MSA-7

6/ 23/2022 – Home Office

2021-22 COMMITTEE MEETING CALENDAR

MAGNOLIA PUBLIC SCHOOLS

2021-22 MPS Committee Calendar

September	October	November
9/2/21 - Academic @ 6pm 9/9/21 - Stakeholder @ 6pm	10/14 - Finance @ 5:30pm 10/7 - Facilities @ 5:30pm	11/18 - Governance @ 6pm
December	**February**	**March**
12/2/21 - Academic @ 6pm 12/9/21 - Stakeholder @ 6pm	2/10 - Finance @ 5:30pm 2/3 - Facilities @ 5:30pm	3/10 - Dev/Stake @ 6pm 3/17 - Governance @ 6pm 3/17 - Academics @ 7pm
April	**May**	**June**
4/7 - Finance @ 5:30pm 4/14 - Facilities @ 5:30pm	5/12 - Governance @ 6pm	6/9 - Stakeholder @ 6pm

SAMPLE BOARD MEETING AGENDA

BOARD MEETING AGENDA

Magnolia Public Schools

Regular Board Meeting

Date and Time
Thursday June 10, 2021 at 6:00 PM PDT

Location
https://zoom.us/j/96079625045?pwd=emRTWFREUkdsWU1XSTl6SWk2M21tUT09

Meeting ID: 960 7962 5045 **Passcode:** 339607
One tap mobile: +16699009128,,96079625045# US (San Jose)

All members of the public can participate by calling in using the numbers provided above.

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. Members of the public who need special accommodations or translation are strongly encouraged to contact Magnolia Public Schools at least 24 hours in advance of the Board meeting so assistance can be assured.

Any public records relating to an agenda item for an open session which are distributed to all, or a majority of all, of the Board Members shall be available for public inspection. Magnolia Public Schools values public comment during Board meetings. For members of the public who would like to speak, we have speaker cards to be filled out prior to the beginning of the meeting. For teleconference meetings you can email us your request for public comment. We limit individual speakers to three (3) minutes and speakers with interpreters to six (6) minutes. For any questions regarding this meeting email board@magnoliapublicschools.org or call 213-628-3634 Ext. 100.

Board Members:
Mr. Haim Beliak, Chair
Dr. Umit Yapanel, Vice-Chair
Dr. Salih Dikbas
Ms. Diane Gonzalez
Ms. Sandra Covarrubias
Mr. Mekan Muhammedov

CEO & Superintendent:
Mr. Alfredo Rubalcava

Agenda

	Purpose	Presenter	Time
I. Opening Items			**6:00 PM**
Opening Items			
A. Call the Meeting to Order			1 m
B. Record Attendance and Guests			1 m
C. Approval of Agenda	Vote		1 m
D. Public Comments			5 m
E. Announcements from CEO & Superintendent and Board Members			5 m
II. Closed Session			**6:13 PM**
A. Public Announcement Of Closed Session	FYI		1 m
B. Conference with Legal Counsel - Anticipated Initiation of Litigation ((§ 54956 (b))			
C. Public Employee Performance Evaluation (§ 54957) - Title: CEO & Superintendent			
D. Report Out Of Closed Session	FYI		1 m
III. Consent Items			**6:15 PM**
A. Approval of 2021-22 MPS Employee Handbook	Vote	D.Hajmeirza	5 m
IV. Action Items			**6:20 PM**
A. Approval of Contract for John Buck For financial advisory services	Vote	P.Ontiveros	7 m
B. Approval of IXL Agreement for all Magnolia Science Academy Schools	Vote	E.Acar	5 m
C. Approval of MSA-Santa Ana Street Signage Installation	Vote	S.Keskinturk	5 m
D. Approval of MSA-Santa Ana Workstation Purchase RFP Award	Vote	S.Keskinturk	5 m
V. Information/Discussion Items			**6:42 PM**
A. Public Hearing for the Local Control and Accountability Plans (LCAP) for All MPS	Discuss	D.Yilmaz	20 m
B. Public Hearing for the 2021-22 Budgets for All MPS	Discuss	S.Orazov	20 m
C. Creating a Standard of Care for Mental Health and Wellness Across MPS	Discuss	Dr. Lopez	10 m
D. Academic Updates	Discuss	E.Acar	10 m
E. Discussion on MPS Health and Safety Policy and Injury and Illness Prevention Program (“IIPP”) COVID-19 Addendum	Discuss	D.Hajmeirza	5 m
VI. Closing Items			**7:47 PM**
A. Adjourn Meeting	Vote		1 m

To access MPS Board files log on to BOARDONTRACK.COM

HOME OFFICE LEADERSHIP

EXECUTIVE TEAM

ALFREDO RUBALCAVA
Chief Executive Officer
arubalcava@magnoliapublicschools.org

Alfredo Rubalcava became the Chief Executive Officer of Magnolia Public Schools in 2018. With over one decade of experience in education, Alfredo continues to be passionate about providing a high-quality education for students in Southern California. Being one of Magnolia's founding teachers, Alfredo has held various positions within the organization such as teacher, Athletic Director, Dean of Students, Principal, Chief External Officer and now Chief Executive Officer. Alfredo's experiences and expertise are vital in continuing Magnolia's mission and vision of graduating students who contribute to the global community and are educated members of society.

Alfredo prides himself in being able to share his knowledge of education and continues to energize teachers and staff to be champions in education for ALL students. Alfredo holds a bachelor's degree from California State University of Northridge.

DR. BRENDA D. LOPEZ
Chief External Officer
blopez@magnoliapublicschools.org

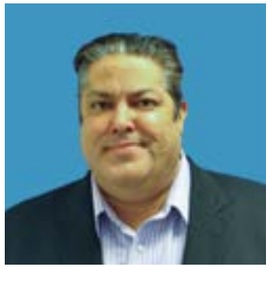
Dr. Brenda Lopez is an instructional leader with over 14 years of experience working with students, families, and school leaders. Her passion lies in connecting families to resources and empowering them as the first teachers of their child's education. Dr. Lopez believes in creating sustainable systems and structures that promote a culture of respect, trust, and accountability among families and schools. Dr. Lopez has successfully served the roles of teacher, after-school coordinator, Dean of Academics, Dean of Students, Dean of Culture, and most recently Director of Student Services. She currently serves as the Chief External Officer with Magnolia Public Schools. She earned her doctorate in Educational Leadership with a concentration in Educational Psychology from the University of Southern California. She earned her Master's degree inTeaching of Social Studies from Teachers College, Columbia University and her Bachelor's degree in history with a secondary teaching credential from Mount Saint Mary's University.

DAVID YILMAZ
Chief Accountability Officer
dyilmaz@magnoliapublicschools.org

As the Chief Accountability Officer of Magnolia Public Schools (MPS), David Yilmaz ensures MPS develops high quality accountability plans, implements the programs described in the charter petitions and complies with all applicable law and regulations. Mr. Yilmaz earned his M.S. in engineering from UC, Irvine and M.A. in school leadership from CSU, Dominguez Hills. He holds CA clear administrative services credential as well as clear single subject teaching credentials in mathematics and science. With 15+ years of teaching and administrative experience at MPS, Mr. Yilmaz strives to ensure MPS implements best practices aligned with our vision, mission, and core values.

ERDINC ACAR
Chief Academic Officer
eracar@magnoliapublicschools.org

Erdinc Acar is an accomplished and forward-thinking educator with 20+ years of leadership in developing and implementing leading-edge programs and services that align with the mission and vision of educational institutions. He has an outstanding record of improving processes by adapting and applying aspects of STAM/STEAM Education in school systems through comprehensive research, strategic evaluation and effective presentations of best practices in curricula, programs, tools and technologies. He has pioneered establishment of state-of-the-art online learning programs and professional development portals for academic advancement, combined with directing formative assessment and performance-based programs. He has served in top school level administrative positions in Nevada and California for over two decades. He holds the following degrees: Master of Education, Educational Leadership, University of Nevada, Reno; Master of Education, Science Education, Rutgers University, New Brunswick; and Bachelor of Science, Teaching Physics.



DR. STEVE BUDHRAJA
Chief Financial Officer
sbudhraja@magnoliapublicschools.org

Dr. Steve Budhraja is an experienced financial leader who understands the importance of strategic planning. He has a successful track record of achieving success and ensuring positive outcomes for students throughout Los Angeles County. He earned his Doctoral Degree in Educational Leadership from California State University Long Beach and has extensive knowledge in finance, operations, facilities, transportation, and risk management with over 15 years of experience, including roles within the County Office of Education, K-12 School District as well as non-profit charter schools.

Dr. Budhraja is passionate about providing high-quality STEAM opportunities to all Magnolia Public School students, as well as supporting the staff who help to make it happen. He has served on diversity coalition committees throughout Southern California and is a strong advocate of inclusion and diversity. He currently resides in Torrance, California, and has two young daughters who attend public school in the Los Angeles area.

PATRICK ONTIVEROS
General Counsel & Director of Facilities
pontiveros@magnoliapublicschools.org

Patrick Ontiveros is the MPS General Counsel and Director of Facilities, he is responsible for working with architects, developers and consultants on the acquisition, design and construction of new facilities; planning, budgeting and project managing capital and tenant improvements; negotiating and managing leases; and managing relationships with landlords. He has extensive experience in real estate development, project management and corporate counsel. Patrick received his Juris Doctorate from Columbia University School of Law and his Bachelor of Arts in Economics from Yale University.

SUAT ACAR
Chief Operations Officer
sacar@magnoliapublicschools.org

Mr. Suat Acar started his educational career as a math teacher in 1996 and taught all types of math for 11 years. He became a dean and a principal back in Arizona between 2007 and 2009. In 2009 he moved to Los Angeles CA to become a principal for Magnolia Public Schools. In 2015 he was promoted to being the Regional Director and later on the Chief Operations Officer in 2016. He is still serving California students and families in this position. Mr. Acar has a B.A. in Economics from Bosphorus University and a Master's degree in Education in Educational Leadership with a principal credential from Arizona State University. Mr. Acar is married with three kids.

DIRECTORS

DR. ARTIS CALLAHAM
Director of Special Programs
amcallaham@magnoliapublicschools.org

Artis M. Callaham, Ed.D. is has worked with several school districts within the county of Los Angeles for over approximately 30 years inclusive of her service for the last ten in the charter movement. Having earned a Masters in Counseling/Psychology and a Doctorate in Educational Leadership at USC she is well versed in instructional pedagogy and specializes in designing and implementing Universally Designed Instructional Programs. As a licensed educational psychologist, Dr. Callaham has written and published two manuscripts; one being the Study Manual for the Licensed Educational Psychologist's examination for the state of California. She brings to Magnolia Public Schools a wealth of innovative ideas, successful grant writing experience, a collaborative leadership style and a passion for empowering at risk youngsters that has proven to be an asset to the profession.

CAFER TURAN
Controller
cturan@magnoliapublicschools.org

Cafer Turan started his career at Magnolia Public Schools in 2011 as part of the Finance Department serving as an accountant and later as a Senior Financial Analyst. His role mainly focuses on overseeing the financials to ensure compliance with authorizers. Aside from his daily responsibilities, he also played a key role in assisting with the various audits from FCMAT, LAUSD OIG, State Auditors and SSCal that lasted over the course of four years. His early beginning goes back to the University of Pamukkale located in Turkey where he earned his Bachelor of Arts in Public Finance. He also gained several certifications relative to finance and accounting from University of California Riverside, Rutgers University, Harvard Business School. Payroll Practice and Management certification from the University of California and Masters in Professional Accounting from Colorado State University in June 2020. In 2019-20, he took on a larger role within the Finance Dept. as the new MPS Controller.

DERYA HAJMEIRZA
Director of Human Resources
dhajmeirza@magnoliapublicschools.org

Accomplished HR Professional with extensive experience and consummate achievements. Derya Hajmeirza prides herself on being a proactive change agent that spends time in the employee environment encouraging learning and career development. Throughout her career, Derya has gained valuable experience in all facets of Human Resources including employee/labor relations, organizational design, benefits, mergers & acquisitions, compensation, worker's comp management and health and safety.

KATIE MANN
Director of EL and ELA Programs
kmann@magnoliapublicschools.org

Katie Mann started her career at Magnolia Public Schools in 2010 as a founding ELA teacher at Magnolia Science Academy-Bell. Throughout her tenure as a teacher, Katie has taught 6th and 8th grade ELA, Power English, supported ELD classes, and served as an English Department Chair. During the Fall of 2015, Katie transitioned into the role of Instructional Coach, where she supported teachers in all aspects of instruction. Katie joined the MPS home office team in 2019, where she currently serves as the ELA and EL Program Coordinator. Before beginning her career in education, Katie attended the University of California, Irvine, where she earned a Bachelor of Arts in English, with a minor in Education, a Master of Arts in Teaching, and a California Clear Single-Subject Credential.

ISHMAIL OZKAY
Director of Data Systems & Analytics
iozkay@magnoliapublicschools.org

Ishmail Ozkay has his BA and MS degree in Physics. He started his career and was a founding science teacher at Magnolia Science Academy-San Diego in 2005. After three years of teaching science in all grade levels, he was promoted to Dean of Academics. In 2011, he was promoted to Principal at Magnolia Science Academy 5. He transitioned in 2014 to the Magnolia Public Schools – Home Office and now serves as the Director of Data Systems and Analytics. He oversees, manages and maintains Magnolia's school information system–Infinite Campus and how it integrates between all online portals used by Magnolia teachers/students. Additionally, he supports the Academic Department with student testing and related data & reports: SBAC, MAP, ELPAC, etc.

DR. OMAR F. POLAT
Director of State and Federal Programs
ofpolat@magnoliapublicschools.org

Dr. Omar F. Polat is an instructional leader with over 19 years of experience working with students, families, and school leaders. He joined MPS as the principal of MSA 4 campus and successfully served that role for 2 years. For the last 8 years, Dr. Polat served various administrative positions in our flagship school, MSA 1. He currently serves as the Director of State and Federal Programs at the home office. He has provided scientific leadership, direction to the planning, development, implementation, and evaluation of many academic initiatives during his time at Magnolia Public Schools. Dr. Polat is also an Ed-Tech enthusiast as his Ph.D. has the specialization of Educational Technology.

JASON HERNANDEZ
Director of Student Services
jhernandez@magnoliapublicschools.org

Jason Hernandez is the Director of Student Services for Magnolia Public School (MPS). Jason Hernandez main responsibility is to represent and advocate for the student body by ensuring support structures and networks that enhance success for all students. Mr. Hernandez earned his B.S. in History and Single Subject Teaching Credential from Cal State Long Beach, and M.A. in school leadership and administrative service credential from Cal State Northridge. Mr. Hernandez brings 17+ years of innovative teaching and administrative leadership experience that has contributed to high quality learning experience and academic success for students and staff members.

RASUL MONOSHEV
IT Director
rmonoshev@magnoliapublicschools.org

Rasul Monoshev received a degree in Computer Engineering and has worked as a System Administrator. Currently, Rasul is the IT Director at Magnolia Public Schools and caters to all of Magnolia Public Schools technology needs. He received his Masters in Software Engineering at California State University of Fullerton.

THALIA VELAZQUEZ
Director of Creative Branding & Communications
tvelazquez@magnoliapublicschools.org

Thalia currently serves as the Director of Creative Branding and Communications at Magnolia Public Schools. In her role, she manages the renewal process, social media, and org-wide graphic design, amongst other duties. She holds a Bachelors in Communications and minor in Graphic Design from Azusa Pacific University and most recently received her certificate in Strategic Branding and Public Relations from UCLA Extension and is currently completing the two additional certificate programs: Project Management and Marketing with a concentration in Digital Marketing. Additionally, in 2017, Thalia completed the Advanced Social Media Strategy certificate program from Hootsuite and Syracuse University. She also brings a unique student perspective as an alumna from Magnolia Science Academy-1, the flagship campus for Magnolia Public Schools.

TRACI LEWIN
Director of Math Programs
tlewin@magnoliapublicschools.org

Traci Lewin started her career with Magnolia Public Schools in September 2011 as a Math Teacher at Magnolia Science Academy-Bell. In Spring of 2015, Traci transitioned into the role of Dean of Academics at MSA-Bell, where she supported the academic program of the school. In August of 2017, she joined the Magnolia Public Schools Home Office Support Team to further develop and align the math programs across the organization and provide support to school sites through coaching and mentoring. Before entering the education world, Traci worked in the Human Resources, Payroll, and Financial fields. She holds a Bachelor of Science Degree in Business Administration from the University of Phoenix and a Master of Arts in Education from Claremont Graduate University. Professional Licenses held include: California Clear Single-Subject Teaching Credential, Foundational-level Mathematics & Introductory Business, and California Preliminary Administrative Services Credential.

STAFF

BARBARA TORRES
HR Administrator
btorres@magnoliapublicschools.org

Barbara Torres is the HR Administrator at MPS and has been with the organization since 2013. She holds a Masters degree in Public Administration from CSULA and is an active advocate for East Los Angeles Women's Center. At MPS, she supports new hire on boarding and recruitment efforts.

BROCK ATAR
Senior Financial Analyst
batar@magnoliapublicschools.org

Brock Atar has been working for Magnolia since 2010. He started his career as a Payroll and Benefits Specialist at Magnolia`s home office. He took various roles within the Finance department and became a Payroll Manager/Financial Analyst in 2020. Brock supports ten MPS schools and runs a payroll around of 400 employees. Brock Atar has a Bachelor of Science in Statistics with a minor in Accounting. In addition to that, Brock completed his MBA degree in 2019.

HARUN CIFTCI
Senior Financial Analyst
hciftci@magnoliapublicschools.org

Harun Ciftci is a Senior Financial Analyst with over a decade of experience in finance, accounting, and engineering. He holds a Bachelor of Science degree in Mechanical Engineering from Kocaeli University and a Master of Business Administration Degree from Southern States University.

He has a wide range of accounting and finance experience which enables him to provide relevant and timely advice and assistance to both for-profit and non-profit companies with their internal accounting, periodic reporting, forecasting, budget projections, and ultimately the development and implementation of succession plans.

In his personal life, he enjoys outdoor activities, home improvement projects, watching sporting events, and catching up with friends.

JENNIFER HOOK
Assistant Executive Office Manager
jwade@magnoliapublicschools.org

Jennifer Hook started her journey with Magnolia Public Schools in 2008 as an eighth grade student at Magnolia Science Academy-1. After graduating from MSA-1 in 2010 she went on to Magnolia Science Academy-7 as an Office Clerk and after school coach. After departing in 2016, Jennifer returned to the MPS family in the winter of 2018 where she now serves as the Assistant Executive Office Manager. Jennifer obtained her Bachelor degree from California State University-Northridge in Tourism, Hospitality, and Recreation Management.

JENNIFER LARA
Executive Assistant & Board Secretary
jlara@magnoliapublicschools.org

Jennifer Lara serves as the Executive Assistant & Board Secretary at Magnolia Public Schools. In her role she assists the C level staff in different administrative and organizational capacities. In addition, she oversees, organizes and facilitates board and committee meetings and ensures there is governance compliance in all aspects. She received her Bachelor's degree in Psychology in 2018 from the University of California, Irvine. She is involved in the UCI Alumni Association and acts as a mentor to students from the UCI Student Alumni Association.

JENNY OBUCHI
Academic Assistant & Document Control Coordinator
jobuchi@magnoliapublicschools.org

Jenny Obuchi is the Academic Assistant at the Home Office in Downtown Los Angeles, where she assists the Chief Academic Officer and supports members of the academic team. She recently graduated with her Master's degree in Industrial and Organizational Psychology from The Chicago School of Professional Psychology. She started her path in education at a private elementary school in the heart of Los Angeles and, after 12 years of service, left to join Magnolia Public Schools in May 2015.

LESIA NWANKWO
Accounts Payable & Vendor Relations
lnwankwo@magnoliapublicschools.org

Lesia Nwankwo has been with Magnolia Public Schools for 4 years, she is a dynamic, upbeat, and efficient accounting professional. Before joining the Magnolia family, she spent 5 years working as a Finance reporting Donor Relations Manager at Opportunity Village, a Not-For Profit in Las Vegas, Nevada. In addition to this experience, she worked 7 years with Schools, and 3 Years with Long Beach Unified School District in the Accounting/Finance Team.

LYDIETT WOODS
Executive Office Manager
lwoods@magnoliapublicschools.org

Lydiett Woods joined Magnolia Public Schools with several years experience in education serving at-risk-youth and started her career at Magnolia Public Schools in 2009 as an office manager at Magnolia Science Academy-2. The following year Lydiett was promoted to the first-ever Executive Office Manager at MPS, supporting four Los Angeles County Magnolia schools. After 2 years in her new position 13 Magnolia Academies were also assigned to her supervision spanning from San Diego to Santa Clara in Northern California. Over the course of Lydiett's time with MPS she has developed new systems and procedures to ensure compliance and successful high stakes reporting to State, Federal and local authorizing agencies. As the MPS Executive Office Manager Lydiett continues to support office managers, school leaders and administrators. Lydiett began her career in education while gaining her Bachelors degree from Cal State University at Northridge and has received multiple awards including Certificate of Recognition from the City of Los Angeles.

MURAT AKBAS
Senior Human Resources Manager
makbas@magnoliapublicschools.org

Murat Akbas started his career as a chemistry teacher and worked in various administrative positions in middle and high schools throughout the United States and abroad. After 15 plus years of HR management experience, he joined the Magnolia Public Schools team in July 2018 as an HR Administrator. Now, he is the Senior HR Manager of MPS with a main focus of HR system management, employee relations, HR reportings, teaching credentials, CALSAAS and HR school compliance issues (TB, credentials, mandatory trainings).

MUSTAFA SAHIN
Facilities Project Manager
msahin@magnoliapublicschools.org

I joined MPS in 2006 as an ESL/SPED Teacher at MSA1. During my tenure at MPS, I have worn different hats in different locations. I worked 3 years at MSA2 as a Dean, 2 years at MSA4 as a Principal, 10 years at MSA1 as a Principal.I received my Master Degree and Admin Credential from California State University of Dominguez Hills. I currently live in Reseda. When I am not keeping busy with work, you can find me biking and hiking.

WILLIAM GRAY
College and Career Readiness Program and TOSA Coordinator
wgray@magnoliapublicschools.org

William Gray is excited to return to the Magnolia Family as its first College and Career Readiness Program and TOSA Coordinator. He started his career in education as a founding teacher at Magnolia Science Academy-8 Bell before joining its administrative team and eventually becoming Principal. He has also been an administrator at our MSA-3 Carson campus. He has held numerous administrative roles at other organizations in Los Angeles and Orange County, with a common theme of designing & leading educational programs that serve at-risk students. Will holds Bachelor's and Master's degrees from the University of California Irvine in History and Teaching respectively. He is currently pursuing his doctorate in Educational Leadership with a focus on high-poverty schools that are successfully closing the achievement gap.

BOARD POLICIES

MPS BOARD OF DIRECTORS BYLAWS

AMENDED AND RESTATED BYLAWS
OF
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION

(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is Magnolia Educational & Research Foundation.

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 250 East 1st Street, Suite 1500, Los Angeles, 90012 California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purposes of this corporation are to provide community support in educational and research areas, which include, but are not limited to the following: managing, operating, guiding, directing and promoting public charter schools; conducting scientific research at K-12 schools and colleges to identify and implement successful education practices; promoting and discovering the research modules in scientific areas with applied and practicable methods to promote prospective scientists; coordinating international conferences/competitions in various fields of academic study. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V
DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts, liabilities and all charter obligations of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for the public and/or charitable purposes of managing, operating, guiding, directing, promoting, and/or supporting one or more California public charter schools that serve students in grades K-12 and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI
CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board"). The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and

employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.

c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS. The number of directors shall be no less than three (3) and no more than eleven (11), unless changed by amendments to these bylaws. The exact number of directors shall be fixed within these limits by a Resolution of the Board. All directors shall be designated by the existing Board of Directors. In addition to the number of directors otherwise prescribed by these Bylaws, pursuant to Education Code section 47604.2, the Board composition shall also include a seat reserved for a pupil member. All directors, except for the pupil member, shall have full voting rights, including any representative appointed by the chartering authority as consistent with Education Code Section 47604 (c). The pupil member shall have preferential voting rights. Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board of Directors, but that shall not serve in determining the final numerical outcome of a vote.

The Board of Directors commits to designating at least one (1) director who resides in each county where this corporation operates a charter school. The Board of Directors shall strive to recruit directors representing parents and the charter school communities, from diverse professional and ethnic backgrounds and commits to designating at least one (1) director representing parents at all times.

Section 4. RESTRICTION ON EMPLOYEE DIRECTORS. No current employees of the Corporation may serve on the Board of Directors.

Section 5. DIRECTORS' TERMS. Each director , except for the pupil member, shall hold office for five (5) years and until a successor director has been designated and qualified. The terms of directors shall be staggered as determined by the Board. Staggering has been accomplished by the Board appointing directors on different dates. Staggering shall be maintained as directors shall be appointed to fill vacant seats at the expiration of each staggered term. The term of the pupil member shall be one (1) year commencing on July 1 each year.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to nominate qualified candidates for all non-pupil member Board seats for designation to the Board of Directors at least thirty (30) days before the date of any designation of directors. The nominating committee shall make its report at least seven (7) days before the date of the designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list

of all candidates nominated by committee. Any member of the community may also refer a potential candidate to the Board for consideration.

Pupils enrolled in a charter school managed by the Corporation in ninth through twelfth grades are eligible for election to the Board of Directors as the pupil member. The pupil member shall be elected by a vote of the students enrolled in a charter school operated by the Corporation in ninth through twelfth grades. If it is determined that the pupil member is not fulfilling their duties, the Board of Directors may appoint an alternate pupil member and if appointed, the Board shall suspend the prior pupil member's rights and privileges related to service on the Board of Directors.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be designated, no corporation funds may be expended to support a nominee.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; and (d) the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by a simple majority of directors then in office at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the

authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. QUORUM. A majority of the directors then in office shall constitute a quorum. The pupil member shall not be counted for purpose of establishing quorum. If a quorum is present, the affirmative vote of the majority of the directors at the meeting shall be a decision of the Board of Directors. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 15. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

Section 16. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

b. Fill vacancies on the Board of Directors or any committee of the Board;

c. Amend or repeal bylaws or adopt new bylaws;

d. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

e. Create any other committees of the Board of Directors or appoint the members of committees of the Board; or

f. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 17. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may

adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 18. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 19. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

Section 20. COMPLIANCE WITH CONFLICTS OF INTEREST LAWS. The Corporation shall comply with applicable conflict of interest laws, including the Political Reform Act of 1974 (Chapter 1 (commencing with Section 81000) of Title 9 of the Government Code) and Govt. Code § 1090 et seq.

ARTICLES VIII
MEETINGS

Section 1. PLACE OF BOARD OF DIRECTORS MEETINGS. The Board of Directors will designate that a meetings be held in the county in which the greatest number of pupils enrolled in Magnolia Public Schools reside which is in compliance with the Ralph M. Brown Act and Education Code Section 47604.1((c)(4)(A). The Board of Directors will establish a two-way teleconference location at each of the corporation's charter school sites and each resource center in compliance with the Ralph M. Brown Act and Education Code Section 47604.1(c)(4)(B).

All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 2. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act. ("Brown Act") (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 3. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on the second Thursday of each month, unless the second Thursday of the month should fall on a legal holiday in which event the regular meeting shall be held at the same hour and place on the next business day following the legal holiday. At least 72 hours before a regular meeting, the Board of Directors, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 4. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer or a majority of the Board of

Directors. If a Chairman of the Board has not been elected, then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 5. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.

b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 6. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the county in which the greatest number of pupils enrolled in the charter schools managed by the corporation reside.;

b. All votes taken during a teleconference meeting shall be by roll call;

c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;

d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;[1]

e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and

f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.[2]

[1] This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

Section 7. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

ARTICLE X
OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Secretary, and Chief Financial Officer, who shall be known as the "Treasurer." The corporation, at the Board's direction, may also have a Chairman of the Board, one or more Vice-Presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article X Section 4, of these bylaws.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the President or the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

[2] The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the Chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all Board of Directors' meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, or special and, if special, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 12. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board or the bylaws may require.

If required by the Board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

Section 13. VICE-CHAIRMEN. One Vice-Chairman of the Board of Directors will be assigned to each county in which a charter school operated by the corporation is located.

ARTICLE XI
CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. In compliance with Government Code Section 1090 et seq., the corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

ARTICLE XII
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled.

Section 2. AGAINST NEPOTISM. If a member of an officer's or employee's immediate family is to be hired to work in a position directly subordinate or supervisory to the officer or employee, that fact should be disclosed in advance to the Board of Directors so that a determination can be made whether to permit an exception to the normal prohibition against nepotism.

ARTICLE XIII
LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XIV
INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XV
INSURANCE

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XVI
MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

a. Adequate and correct books and records of account;

b. Written minutes of the proceedings of the Board and committees of the Board; and

c. Such reports and records as required by law.

ARTICLE XVII
INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to

the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVIII
REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;

b. The principal changes in assets and liabilities, including trust funds;

c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

d. The corporation's expenses or disbursement for both general and restricted purposes;

e. Any information required under these bylaws; and

f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. The corporation shall comply with the reporting requirements of Corporations Code Section 6322.

ARTICLE XIX
BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the corporation's Articles of Incorporation, or any laws. The Board of Directors may only amend these Bylaws provisions fixing the authorized number of directors or establishing procedures for the nomination or appointment of directors by unanimous vote of all directors then in office. This section may only be amended by the unanimous vote of the all the directors then in office.

ARTICLE XX
FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on

July 1st and end on June 30th of each year.

I certify that I am the duly elected and acting Secretary of the Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation; that these amended and restated bylaws, consisting of **13** pages, are the bylaws of this corporation as adopted by the Board of Directors on **February 24, 2022**; and that these amended and restated bylaws have not been amended or modified since that date.

Jennifer Lara

Jennifer Lara, MPS Board Secretary

4886-7274-8303, v. 2

CONFLICT OF INTEREST POLICY

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
CONFLICT OF INTEREST POLICY

I. PURPOSE

The purpose of this Conflict of Interest Policy ("Policy") is to protect Magnolia Educational & Research Foundation's ("Charter School") interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Charter School. This Policy is intended to supplement, but not replace, (i) any applicable state and federal laws governing conflicts of interest applicable to California public charter schools; and (ii) the Charter School's Conflict of Interest Code, adopted pursuant to the Political Reform Act (Government Code Section 81000 *et seq*.), including the exhibits attached thereto.

II. DESIGNATED EMPLOYEES

Employees of this Charter School, including members of the Board of Directors ("Board") and candidates for election and/or appointment to the Board, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be "designated employees." The designated positions are listed in "Appendix A," which is hereby incorporated by reference, attached to the Charter School's Conflict of Interest Code.

III. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

IV. MANNER OF DISQUALIFICATION

A. Non-Board Member Designated Employees

When a non-Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Principal who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Board Member Designated Employees

Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. After disclosure of the disqualifying interest and all material facts, he/she shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists.

This disclosure shall be made part of the Board's meeting minutes. The Board meeting minutes shall include the names of the persons who disclosed or otherwise were found to have a disqualifying interest in connection with an actual or possible conflict of interest, the nature of the disqualifying interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

The Board member shall refrain from participating in the decision in any way (i.e. the Board member with the disqualifying interest shall refrain from voting on the matter and influencing or attempting to influence the vote on the matter) and comply with any applicable provisions of the Charter School bylaws.

CONFLICT OF INTEREST CODE

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations §18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code for the **Magnolia Educational & Research Foundation. (MERF)**

Individuals holding designated positions shall file statements of economic interests with the **MERF**, which will make the statements available for public inspection and reproduction (Government Code § 81008). All statements will be retained by **MERF**.

APPENDIX A
DESIGNATED POSITIONS

Designated Positions	Disclosure Category
Members of the Governing Board	1, 2
Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary)	1, 2
Chief External Officer	1, 2
Regional Director – South	1, 2
Regional Director – North	1, 2
Chief Operations Officer	1, 2
Chief Academic Officer	1, 2
Chief Accountability Officer	1, 2
Principals	3
Consultants/New Positions	*

*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The CEO/President or designee may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The CEO/President or designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Government Code § 81008).

APPENDIX B
DISCLOSURE CATEGORIES

Category 1
Designated positions assigned to this category must report:

a. Interests in real property located in whole or in part within a two-mile radius of:
   - The Los Angeles Unified School District, the Santa Ana Unified School District, or the San Diego Unified School District, or
   - Any facility utilized by MERF's charter schools, or
   - A proposed site for a MERF facility.

b. Investments and business positions in business entities, or sources of income (including gifts, loans, and travel payments) that engage in the purchase or sale of real property or are engaged in building construction or design.

Category 2
Designated positions assigned to this category must report:

a. Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by MERF.

Category 3
Designated positions assigned to this category must report:

a. Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by the designated position's department. For the purpose of this category a Principal's department is his/her entire school.

This is the last page of the conflict of interest code for **Magnolia Educational & Research Foundation.**

CERTIFICATION OF FPPC APPROVAL

Pursuant to Government Code Section 87303, the conflict of interest code for **Magnolia Educational & Research Foundation** was approved on 11/1/2017. This code will become effective on 12/1 2017.

Brian G. Lau
Senior Commission Counsel
Fair Political Practices Commission

www.magnoliapublicschools.org