MAGNOLIA PUBLIC SCHOOLS

Board Agenda Item #	III I: Action Item
Date:	December 10, 2020
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Serdar Orazov, Chief Financial Officer
RE:	Approval of Agreement with Financial Planning & Analysis (FP&A) Software Contract

Proposed Board Motion

I move that the board approve the contracted services with Adaptive Insights to be used for all school sites and the Home Office.

Background

Due to increasing complexity and reporting needs and also to improve and streamline the budgeting process, the staff decided to implement a Financial Planning and Analysis(FP&A) software. A FP&A tools are very widely used at different industries including charter schools and school districts. As part of this effort the staff evaluated and interviewed three different vendors that are known to be providing best services in the market. Please see those below.

1) Vena Solutions
2) Prophix
3) Adaptive Insights

Upon careful and extensive assessments, the staff decided to move forward with Adaptive Insights as a FP&A service provider. The software is one of the leading vendors in the market and is entirely cloud-based. Besides the superiority of the software in terms of user friendliness and functionality it is currently serving two other Charter School Management organizations in California very similar to Magnolia. Those are KIPP Public Schools and Rocketship Academies. As part of our reference checking, we had meetings with financial leadership of both organizations and heard very positive feedbacks about Adaptive Insights. Based on our own analyses, expertise and feedback from references, we believe this tool will bring significant improvement to our financial planning and reporting processes.

Staff did not issue a formal RFP relying instead on the CEO's emergency powers to forego normal processes when he deemed it advisable or necessary in the current pandemic environment.

- Based on the board resolution adopted on July 23, 2020, the Board of Directors directed the following:
    - The CEO is authorized to develop and implement a plan for re-opening schools (the "Plan") in Fall 2020 in accordance with guidance and/or directives from the chartering authority, and local, state or federal government officials, including, but not limited to, Relevant Authorities.
    - The CEO or designee may hire additional employees or independent contractors as necessary or convenient for purposes of performing tasks recommended by Relevant Authorities or that the CEO deems necessary in their discretion to mitigate the actual or potential impacts of COVID-19.
- The board resolution further provided that "all such expenditures shall be reported to the Board and ratified at the Board's next regularly scheduled meeting." The motion presented to the Board herein complies with this requirement.

Budget Implications

The software is SaaS (software as a subscription) product which means we will pay an annual subscription fee. The annual cost of the subscription for all the schools and the Home Office will be $29,325. There will be a one-time implementation cost of $39,600 which includes the integration with our GL legacy system (Accounting software), School Ability.

1. Exhibits (attachments):
    - Adaptive Insights Contract
    - Quotes from all three vendors

Order Form and Agreement

Adaptive Insights LLC
2300 Geng Road, Suite 100
Palo Alto, CA 94303
United States

Offer valid through: 11/15/2020
Prepared by:
Jacob Warkov
jacob.warkov@workday.com
(650) 810-0793

Customer Information

Company Name	Main Contact	Billing Contact	Provisioning Contact
Magnolia Public Schools 250 E. 1st St. 1500 Los Angeles, CA, 90012 United States	Serdar Orazov CFO sorazov@magnoliapublicschool s.org (213) 628-3634	Serdar Orazov CFO sorazov@magnoliapublicschool s.org (213) 628-3634	Serdar Orazov CFO sorazov@magnoliapublicschool s.org (213) 628-3634

Order Information

Start Date:	11/16/2020	**Billing Terms:**	Net 30	**Order Type:**	New	**Quote #:**	Q-129803
End Date:	11/15/2025	**Currency:**	USD	**Clone/Convert Domain?:**	No	**Partner:**	Intuitive TEK
Term (Months):	60	**PO Number:**					

Subscription Items

Qty	Product	Net Amount
1	Planning & Analytics (includes up to 5 view seats) for Financial Planning	USD 53,341
1	OfficeConnect Base Fee	USD 10,409
15	Contributor Seat for Planning and Analytics	USD 51,000
3	Full Seat for Planning and Analytics	USD 19,125
1	Integration Framework - Single System - Cloud	USD 12,750
1	Integration for custom source system	USD 0
	Subscription Subtotal:	USD 172,500
	Subscription Discount:	USD 25,875
	Total Subscription:	**USD 146,625**

Totals (excludes any applicable local taxes)

Subscription Total:	USD 146,625
Service Total:	USD 0
Grand Total:	**USD 146,625**

Order Terms

This Order Form is between the legal entity signing below ("Customer") and Adaptive Insights LLC or the applicable Affiliate of Adaptive Insights LLC indicated on this Order Form ("Adaptive Insights"). Use of the Planning Service is subject to the terms and conditions of the Master Subscription Agreement ("MSA") and the Planning Addendum("Addendum"), both of which located at https://www.adaptiveplanning.com/legal/contract-terms-and-conditions and are incorporated herein by reference. For purposes of the MSA, this Order Form is the Signature Document.

The Adaptive Insights contracting entity identified on this Order Form determines the governing law that applies to the judicial interpretation and resolution of any disputes arising out of or relating to the MSA. If Customer is contracting with (i) Adaptive Insights LLC, the governing law is the State of New York, U.S.A.; (ii) Adaptive Insights Pty Ltd. (Australia and New Zealand), the governing law is the State of New South Wales, Australia; (iii) Adaptive Insights, Ltd. (Canada), the governing law is the Province of Ontario; (iv) Adaptive Insights Co., Ltd. (Japan), the governing law is the laws of Japan; or (v) Adaptive Insights Limited (United Kingdom and Ireland), the governing law is the laws of England. Each party irrevocably submits to the exclusive jurisdiction of the courts of the aforementioned applicable jurisdiction, and each party agrees to the applicable law above without regard to rules regarding choice of law or conflicts of law.

The Subscription & Support Fees for the initial Subscription Term will be paid in 5 equal annual installments and will be invoiced upon receipt of signed Order Form and on the anniversary thereafter. Payment is due and payable within Net 30 days from the date of invoice. Fees for Professional Services are payable per the Statement of Work.

The Planning and Analytics package as set forth in this Order Form includes certain downloadable software components, such as OfficeConnect ("Downloadable Components"), that are described in the Planning Documentation. In order to facilitate the calculation of local taxes that may apply to Customer's purchase, this Order Form includes a separate breakout of the product(s) and pricing for each such Downloadable Component and for the remaining components of the Planning and Analytics package. For the avoidance of doubt, the breakout of pricing for such Downloadable Components is for tax purposes only and cannot be excluded from the package.

Except as otherwise provided in the Subscription Agreement or this Order Form, this is a non-cancelable, non-refundable purchase. I hereby represent that I am an authorized signatory and have read and agree to the terms of this Order Form.

Adaptive Insights LLC	CUSTOMER
Signature:	Signature: DocuSigned by: CBE3C59FAB95425...
Name:	Name: Alfredo Rubalcava
Title:	Title: CEO and Superintendent
Date:	Date: 11/17/2020

Workday Adaptive Planning Product Descriptions

Planning & Analytics:
The Planning & Analytics package includes modeling to enable budgeting, forecasting, and other types of modeling; management and ad hoc reporting and analytics; variance analysis; process management; transaction management; the capability to manually import data into Workday Adaptive Planning via Excel/.csv files; single sign-on; use of data integration APIs; OfficeConnect board reporting; and dashboards and visual analytics. Standard customer support is also included.

Full Seats:

- Full Seats allow a Customer's user administrator to assign user roles and permissions in any way that suits their planning process.
- Full Seat users can perform any system capability designated to them by the Customer's user administrator.
- Full Seat users can act as business users, financial model builders, and as security administrators, depending on Customer's preferences.
- Full Seat users can enter and save data on planning sheets (budgets, forecasts, workforce plans, or other models); and create, view and share web-based reports.
- Full Seat users get unlimited access to eLearning.
- Full Seat users can also create, view, and share OfficeConnect board reports and create, view, and share dashboards and visual analytics if the Full Seats are purchased for use with the Planning & Analytics package.

Contributor Seats:

- Contributor Seat users can enter and save data on planning sheets (budgets, forecasts, workforce plans or other models); and create, view and share web-based reports.
- Contributor Seat users can participate fully in workflow and process management.
- Contributor Seat users get unlimited access to eLearning.
- Contributor Seat users can access OfficeConnect if the Contributor Seats are purchased along with the Planning & Analytics package.
- Contributor Seat users can also create, view, and share dashboards and visual analytics if the Contributor Seats are purchased for use with the Planning & Analytics package.

View Seats:

- View Seats are used to enable broad, organization-wide participation in an active planning process.
- View Seat users can view planning sheets (budgets, forecasts, workforce plans); view reports; create and save personal reports.
- View Seat users can view dashboards and visual analytics; and create and save personal dashboards, if the View Seats are purchased for use with the Planning & Analytics package.
- View Seat users can drill down from reports and can use cell explorer.
- View Seat users cannot save sheets, including not being able to enter and save cell and sheet notes.
- View Seat users cannot use OfficeConnect.

Integration Framework – Single System:
Integration Framework - Single System entitles the customer to (1) use the Integration Framework for the purposes of importing data from Excel, automating transformations of the Excel data and combining it with other data prior to import into a single Planning & Analytics or Planning domain, and (2) connect a single Planning & Analytics or Planning domain to a Single System through the Integration Framework. For purposes of the Integration Framework – Single System subscription, a "Single System" is defined as the single instance of a System that will share data with an Adaptive Insights domain. A "System" is any database system, most commonly an ERP, CRM, HCM, or customer proprietary database system that will share data with Adaptive Insights domain. Multiple connections to that Single System, for example to extract data from different tables or to export data from an Adaptive Insights domain back to that Single System, are all included with an Integration Framework – Single System subscription.

Planning Domains:
Multiple Planning, Planning & Analytics, and Sales Planning & Analytics packages can be purchased for use in different divisions of a single company or to model different parts of the business. These separate packages are referred to as "planning domains." Planning domains can operate completely independently, or they can be linked in a parent-child fashion such that the child domain can share data with a parent domain. Linked planning domains enable a consolidated view across different parts of the business and across different models.

Disk Storage:
Ample disk storage of 500GB is included with each planning domain. To date, the average Adaptive customer consumes only a few GB of storage. Consuming significantly more disk space only occurs if the customer model includes a combination of these factors: large numbers of accounts, levels and dimensions AND hundreds of stored versions or if the customer stores very large (i.e., multi-GB) files in the Reports file sharing area. An additional charge would be incurred for exceeding the 500GB disk allotment.

Workday Adaptive Planning Implementation Proposal Prepared for

MAGNOLIA PUBLIC SCHOOLS

Submitted by

IntuitiveTEK
a kainos® company

workday. | Channel Partner Workday Adaptive Planning
Platinum Solution Provider

Workday Adaptive Planning | SOLUTION PROVIDER OF THE YEAR FY20

Submitted 11/3/2020

Statement of Work for Professional Services
Prepared for: Magnolia Public Schools
Prepared on: 11/3/2020

This Statement of Work ("SOW") describes the professional services (the "Professional Services") to be performed by Intuitive-Technologies, LLC ("IntuitiveTEK") for Magnolia Public Schools ("Client") and is subject to the terms and conditions of the Master Services Agreement (Appendix A).

The terms and conditions and pricing listed in this SOW will expire (and will no longer be valid) if it is not signed and returned to IntuitiveTEK within 30 days from the date this SOW was prepared.

Magnolia Public Schools	IntuitiveTEK
DocuSigned by: [signature] CDE3C89F4B95425...	DocuSigned by: Brian Storrs A0165F0A4C7444F...
Signature	Signature
Alfredo Rubalcava	Brian Storrs
Name	Name
CEO and Superintendent	President
Title	Title
11/17/2020	11/18/2020
Date	Date

Magnolia Public Schools Project Contact Information

Serdar Orazov	11/17/2020
Main Project Contact	Desired Project Kickoff Date
Chief Financial Officer	
Title	Billing Address 250 E. 1st. Street, Suite 1500 Los Angeles, CA 90012
(213) 628-3634	
Phone	
sorazov@magnoliapublicschools.com	sorazov@magnoliapublicschools.com
Email	Billing Address (email)

Statement of Work

Implementation Summary

IntuitiveTEK is pleased to present Magnolia Public Schools with this Statement of Work to assist with the transformation of your budgeting and reporting processes with the implementation of Workday Adaptive Planning.

IntuitiveTEK will lead the Workday Adaptive Planning implementation for Magnolia Public Schools, working collaboratively with key organization personnel to deploy a highly functional budgeting, planning and reporting system that meets or exceeds existing capabilities.

IntuitiveTEK will conduct this project remotely. Additional fees will apply for onsite visits.

Implementation Phases

IntuitiveTEK follows a proven implementation methodology that ensures project success. Although we develop a custom project methodology for each project, our implementation approach includes these key phases:

Project Kickoff and Discovery Phase

This initial phase of the project includes transfer of knowledge from Client to IntuitiveTEK – a critical factor in the success of this project. In this step, we will request and review planning and reporting processes, existing budget models, accounting structure, financial statement and other reporting examples, and other important data.

We will conduct requirements gathering meetings to confirm what we've learned from your project questionnaire; to review your organizational structure and chart of accounts; and to identify required dimensions and key assumptions/metrics for planning and reporting. A key component of this phase is the development of a detailed project plan and timeline.

Model and Report Build Phase

This phase of the project involves the creation of the planning model in Workday Adaptive Planning – including the required structure (level organization, GL accounts, other dimensions); integration of data from other systems; creation of input sheets, assumptions, formulas, and detailed supporting schedules as needed. This phase may also include the creation of reports in Workday Adaptive Planning (web-based reports) and OfficeConnect. This phase also includes comprehensive testing and validation at each step of development.

Training and Deployment Phase

IntuitiveTEK will develop detailed documentation using the IntuitiveTEK format, and will provide training for Client administrators as well as assisting Client with their end user training efforts. During and shortly after go-live, this phase typically includes fine-tuning of the design and creation of additional reports, at Client's direction.

Project Management

Throughout this project, we will provide project management. We will provide weekly project status updates in order to ensure quality and minimize risk. We will work with you to plan and schedule the tasks to be performed. We will closely monitor the progress of the project and will notify you of any potential problems.

Project Resources

Over the course of the implementation, one or more IntuitiveTEK consultants will be assigned to the project. IntuitiveTEK consultants are not dedicated to any single implementation and may be engaged across many implementation projects for various customers.

Client should prepare to have a dedicated project lead and expect for this individual to be available, or coordinate Client subject matter experts, to spend a minimum of five hours per week during the project, to do the following:

- Provide client data to IntuitiveTEK in formats requested by IntuitiveTEK
- Meet weekly via conference call to discuss the project
- Answer questions about your existing planning process and methodology
- Review formulas logic as model is built
- Confirm completion of the Workday Adaptive Planning models
- Provide testing of the model within Workday Adaptive Planning
- Attend training

Ongoing Support

IntuitiveTEK develops and nourishes long-term, close relationships with our clients. As implementers of our clients' systems, we are in the best position to provide highly responsive and efficient support. Once "go-live" is completed, IntuitiveTEK is available during normal business hours to provide Support. "Support" questions are those that can be addressed by Client's IntuitiveTEK consultant in 30 minutes or less. For more detailed help or requested model modifications, IntuitiveTEK is always open to providing additional blocks of hours to be agreed upon in advance, and to be used as directed by Client.

Project Scope

The following outlines and details the Professional Services that will be performed pursuant to this SOW.

Functional Scope: Client has requested that the implementation of Workday Adaptive Planning include the following areas.

Functional Area	In Scope
Organizational Structure & Chart of Accounts	Yes
Revenue and Cost of Goods Planning	Yes
Personnel Planning	Yes
Operating Expense Planning	Yes
Allocations Planning	Yes
Capital Expense Planning	Yes
Metrics/KPIs	No
Income Statement	Yes
Balance Sheet/Cash Flow	Yes
Web-Based Reporting	Yes
OfficeConnect Reporting	Yes
Dashboards & Analytics	Yes
Automated Data Integration	Yes
Transactions	Yes

Product Scope: Client will purchase the Workday Adaptive Planning products required to support these areas.

Product	In Scope
Planning & Reporting	Yes
Analytics	Yes
Integration	Yes

Project Assumptions

Project Kickoff and Discovery

This project will include Design/Methodology Planning sessions as needed with **Magnolia Public Schools** to review and discuss current planning processes, and how to transition to Workday Adaptive Planning.

IntuitiveTEK Responsibilities

- Schedule project kickoff call within five days of the requested project start date
- Provide guidance while Client compiles requested documents and data
- Prepare for and lead the project kickoff call
- Create a detailed project plan with anticipated timeline
- Coordinate resources and schedule regular cadence for weekly project review meetings

Magnolia Public Schools Responsibilities

- Assign core team members and ensure their attendance at the project kickoff call
- Login to Client's Adaptive instance to validate access to the software
- Provide documents, files, and data to IntuitiveTEK as requested
- Begin taking the eLearning courses in the Workday Adaptive Planning training center
- Review and agree to the Project plan

Model and Report Build

IntuitiveTEK Responsibilities

- Lead iterative meetings and working sessions to confirm Client requirements
- Review current planning processes and provide best practice guidance where appropriate
- Design and configure the software in accordance with the project plan
- As each component of the software is configured, demo the model for the Client to review and approve

Magnolia Public Schools Responsibilities

- Participate in meetings and working sessions to provide input into requirements
- For all in-scope processes, provide examples in documents, files and workbooks
- Provide data for the initial imports in the format defined by IntuitiveTEK
- Validate each component of the solution as it is delivered by IntuitiveTEK

The implementation components will include:

Structure Design & Creation

Create the required data structure in the model including the organization hierarchy, chart of accounts and other required dimensions (e.g. products, projects, customers, etc.). The configuration will include:

- Up to 10 Schools and 1 Home Office
- 1 chart of accounts structure across the organization
- 1 fiscal year
- Up to 1 monthly currency (USD, GBP, EUR, CNY, JPY, SGD)
- Up to 5 other dimensions, e.g., Fund, Resource Code

Flat-File, Excel-Based Data Imports

Actuals and Budget Load includes a one-time data upload of two years of actuals and the most current budget.

Revenue and Cost of Goods Planning

Revenue and Cost of Goods Planning includes creation of data entry sheets, desired calculations, and mapping to the Income Statement and Balance Sheet/Cash Flow Statement (if applicable).

Up to 3 Revenue Models to support the following revenue streams:

- LCFF Revenue planned as Average Daily Attendance x rate across grades
- Supplemental income planned by student type
- Local Fundraising revenue

Personnel Planning

Personnel Planning includes the creation of one model to account for headcount and related expenses such salaries and wages, raises, incentive compensation, taxes, benefits, adhering to the following:

- Up to 450 employees planned by individual
- Allocations or transfers between operating units

Operating Expense Planning

The Operating Expense model will include formulating approximately 15-20 expense accounts, based on drivers such as headcount, or historical run rates. Up to 2 additional planning sheets will be built to accommodate supporting expense schedules.

Allocations Planning

The Allocations model will include overhead expense allocations to levels, based on headcount.

Capital Expense Planning

The Capital model will include the creation of one model to accommodate capital spending plans, with straight-line depreciation logic.

Balance Sheet/Cash Flow Planning

One model will be built in 10 levels, in a single format, to plan the Balance Sheet and Cash Flow statement (indirect method). Up to 3 supporting schedules will be built for Balance Sheet planning.

Reporting and Analytics

Report layouts will include one Income Statement, Balance Sheet, and Cash Flow Statement. Additional reports may include up to 10 web-based formats and 15 OfficeConnect formats. Analytics layouts may include up to 1 dashboard, with up to 4 graphs. The graphs will be based on dimensions, accounts, and data in the Adaptive model.

Transactions

IntuitiveTEK will enable the Transaction Reporting and Analysis module, and configure required mappings of up to 20 fields (organization hierarchy, chart of accounts and dimensions).

Training and Deployment

The project will include Administrator training and either one End User Training session (up to 4 hours), or one train-the-trainer session; plus written documentation in the IntuitiveTEK format. IntuitiveTEK will support the Client during testing of the model, and jointly review any required post-testing adjustments. IntuitiveTEK will make any adjustments which are mutually agreed upon and which are within the scope of this project.

Automated Data Integration

IntuitiveTEK will enable integration of data from the following source systems:

Source System	Integration Point	Integration Approach
Schoolability	Import GL Account Balances (Actuals) And Import GL Transactions	Automated File from Dropbox

IntuitiveTEK Responsibilities

- Lead meetings and working sessions to design and build the integration
- Install and configure the integration agent server on Client provided hardware (required for on-premise data sources)
- Configure the integration using the standard available functionality for each in-scope integration adapter
- Document the Solution Configuration
- Support data validation for 12 months of history imported into Software from Client's source system(s).
- Conduct a user walkthrough along with a customized User Guide of the Adaptive Integration solution built and how to run/schedule Integration jobs
- Build the Integration against the production instance of the Source System unless otherwise noted

Magnolia Public Schools Responsibilities

- Provide throughout the project as needed a technical consultant with understanding of the source system data model and extract technology, in order to develop or enhance the source system extracts (i.e., provide database views or tables, review query methodology and/or web service calls)
- Provide business rules for extraction and transformation of source data
- Provide a subject matter expert with knowledge of the Adaptive planning model to provide information on data expected by the sheets and to assist in data validation
- If applicable, coordinate with 3rd party vendors or consultants (IntuitiveTEK is not required to provide or have developer access to any 3rd party application or system; Client assumes sole responsibility for access, management, payment and use of any 3rd party systems, applications, services or technology)
- If account names are different between Client source system and Workday Adaptive Planning, provide mapping of accounts in Microsoft Excel format
- On Premise Integration (On Premise data source(s):
  - Provide Server/Virtual Machine/other for Integration configuration, testing and production
  - Provide remote access to data server for Integration during the project
- Hosted Integration (Hosted Service data source(s)):

- Ensure source system APIs are licensed and available to Adaptive (hosted data source(s))
- Provide access to and credentials for database or API access to the source
- Develop a test plan for User Acceptance Testing (UAT)
- Lead the testing and validation of each Integration; validate data within Adaptive Planning loaded through Adaptive Integration; IntuitiveTEK will supports Client validating twelve (12) months of history

Integration Assumptions

- Integration project start is contingent on data structures (Chart of Accounts, Organizational Levels and Dimensions) being stable in both the source system(s) and Workday Adaptive Planning
- If Client's data will be accessed via an API, only the fields exposed by the standard source system API will be extracted to Workday Adaptive Planning
- Data is organized in the source application(s) in standard (non-custom) designated objects
- IntuitiveTEK has no obligation to provide maintenance, support or updates to Client in connection with any impact to the functionality of the Integration Solution resulting from changes made by Client or responsible 3rd parties to its Source System(s), including but not limited to changes to its Source System API(s), system or software upgrades or updates, or security changes impacting integration connectivity.
- IntuitiveTEK is not obligated to provide corrective support for changes made by Client unless such changes are directed to be made by IntuitiveTEK.

Project Fees & Terms

Time and Materials

This is a Time and Materials fee based project. IntuitiveTEK will not exceed this estimate for the defined scope in this document without written approval for the overage or scope change. This will cover all items defined in the document.

Project Estimated Hours

Following is a baseline estimate of effort (hours) by IntuitiveTEK to implement Workday Adaptive Planning based on discussions to date.

Phase	Estimated Hours	Rate	Estimated Implementation Cost
Planning & Reporting	200	$180 USD per Hour	$36,000
Automated Data Integration (Schoolability)	45	$180 USD per Hour	$3,600
Total Project	**245**		**$39,600**

Scoping Considerations

- Client understands that these estimated hours for the scope of work were prepared in good faith based on initial scoping discussions with IntuitiveTEK. IntuitiveTEK will not exceed the estimated hours for the scope of work defined in this document without written approval by Client. IntuitiveTEK is always open to providing additional blocks of hours for additional requirements that may arise during the implementation.
- IntuitiveTEK will provide recommendations based on Workday Adaptive Planning best practices. Client-specific process consulting is out-of-scope and would require additional hours.

Travel Expenses

Client will reimburse IntuitiveTEK for the reasonable and necessary out–of–pocket travel expenses incurred by IntuitiveTEK in connection with the Services performed under this SOW, including air and surface transportation, lodging, car rental, and meals, in accordance with the IntuitiveTEK's Travel and Expense Policy. All travel to Client locations that may result in such expenses will be pre–approved by Client.

Payment Terms

IntuitiveTEK will invoice Client monthly for time spent and actual expenses as incurred in the previous calendar month. Any additional information required for payment must be identified in this Statement of Work.

Client will submit payment for all invoices within 30 days of receipt of the invoice by Client. IntuitiveTEK reserves the right to stop work on any project that has invoices that are outstanding more than 30 days.

Master Services Agreement
Intuitive Technologies Professional Services
Terms and Conditions for Services

This Professional Services Agreement (the ***"Agreement"***) is entered into and made effective as of the Effective Date entered on the Statement of Work by and between Intuitive Technologies (***"TEK"***), and Magnolia Public Schools ("**Company**").

1. SERVICES

1.1 **Statement of Work**. From time to time, Company and TEK may execute statements of work that describe the specific services to be performed by TEK including any work product to be delivered by TEK (as executed by the parties, a "***Statement of Work***"). Each Statement of Work will expressly refer to this Agreement, will form a part of the Agreement, and will be subject to the terms and conditions contained herein.

1.2 **Performance of Services**. Subject to Company's payment of the Professional Services fees set forth in each Order Form and/or each Statement of Work, TEK will perform the services specified in each Statement of Work (the "***Professional Services***") in accordance with the terms and conditions of this Agreement and each Statement of Work.

1.3 **Changes to Statement of Work**. Company may submit to TEK written requests to change the scope of Services described in a Statement of Work (each such request, a "***Change Order Request***"). TEK may, at its discretion, consider such Change Order Requests, but TEK has no obligation to do so. If TEK elects to consider such a Change Order Request, then TEK will promptly notify Company if it believes that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the Professional Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. TEK will continue to perform Professional Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

1.4 **Company Responsibilities**. In connection with each Statement of Work, Company will: (i) provide qualified personnel who are capable of performing Company's duties and tasks under the Statement of Work; and (ii) perform Company's duties and tasks under the Statement of Work, and such other duties and tasks as may be reasonably required to permit TEK to perform the Professional Services. Company will also make available to TEK any data, information and any other materials required by TEK to perform the Professional Services, including, but not limited to, any data, information or materials specifically identified in the Statement of Work or the Implementation Project Data Requirements document (collectively, "***Company Materials***"). Company will be responsible for ensuring that all such Company Materials are accurate and complete.

1.5 **Relationship of the Parties**. TEK is performing the Professional Services as an independent contractor, is not an employee, agent, joint venture or affiliate of Company, and has no authority to bind Company by contract or otherwise. TEK acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that Company makes available to its employees. TEK is solely responsible for all taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between TEK and its personnel and the performance of Professional Services by such personnel.

2. PAYMENT

2.1 **Fees and Expenses**. For TEK's performance of Professional Services, Company will pay TEK the Professional Services fees set forth in each Order Form and/or each Statement of Work. In addition, Company will reimburse TEK for all reasonable and customary travel, lodging and other related expenses incurred by TEK or its personnel in connection with the performance of Professional Services including travel time; such expenses will only be incurred at Company's direction. At Company's request, TEK will provide Company with receipts and other documentation for all such expenses.

2.2 **Payment Terms**. TEK will invoice Company on a monthly basis for hours incurred. All Professional Services invoices are due Net 30. TEK reserves the right to stop work on any project that has invoices that are outstanding more than 30 days.

3. CONFIDENTIAL INFORMATION

TEK acknowledges that prior to and during the term of this Agreement, TEK may have had or may have access to Confidential Information. As used in this Agreement, "Confidential Information" includes all information that is not generally known that is disclosed by Company or learned by TEK relating to Company, any affiliate, customer, agency, vendor or partner of the Company (together, the "Disclosing Party" or "Disclosing Parties"), or any existing or proposed products, services, or business of any Disclosing Party. Confidential Information includes, without limitation, (a) information disclosed in documents, graphs, charts, models or other tangible media; (b) information disclosed orally; (c) information that TEK observes during visits to Company's facilities; (d) information that TEK learns from attending, viewing, hearing or otherwise experiencing a presentation by Company or any Disclosing Party in connection with the Professional Services; (e) information that TEK may derive from Confidential Information; (f) analyses, compilations, studies or other information or documents created by TEK that contain or reflect or are generated from Confidential Information; (g) the fact that TEK and Contractor have discussed or entered into this Agreement or any business relationship; (h) information pertaining to any supplier or customer of Company; and (i) all information designated by Company as confidential or proprietary.

TEK shall not disclose any Confidential Information to any third party. TEK shall maintain the confidentiality of all Confidential Information. TEK represents and warrants that it uses best efforts to protect the confidentiality of its own valuable confidential information. TEK shall protect the Confidential Information using all efforts used by TEK to protect its own valuable confidential information and such additional measures as may be needed to comply with TEK' obligations under this Agreement. TEK shall not use any Confidential Information for any purpose except to perform TEK's obligations to Company under this Agreement. If TEK becomes legally obligated to disclose any Confidential Information pursuant to a court order or subpoena, TEK shall give Company prompt written notice with sufficient time to allow Company to seek a protective order or other appropriate remedy prior to disclosure.

At Company's request or upon termination of this Agreement, whichever is earlier, TEK shall promptly return or destroy (as instructed by the Company) all originals, copies, reproductions and summaries, in all forms and in all media, of any and all Confidential Information. Upon request by Company, TEK shall certify to Company in writing the extent to which it has complied with this section.

4. LIABILITY, TERM AND TERMINATION

4.1. **Liability.** Each party's liability in connection with any default under this Agreement shall not exceed 125% of the amount paid by the Company in respect of the Statement of Work under which the default arises.

4.2. **Term.** This Agreement will commence on the date on which the relevant Statement of Work is signed by both parties and will endure until completion of the Professional Services.

Termination. Either party may terminate the Agreement if the defaulting party commits a material breach of it and fails to remedy it within thirty (30) calendar days of receipt of a written notice from the non-defaulting party, specifying the breach and containing a warning of an intention to terminate if the breach is not remedied. If this Agreement is terminated pursuant to clause 4.3, the Company shall pay TEK for the Professional Services provided up to the date of termination.

Order Form and Agreement

Adaptive Insights LLC
2300 Geng Road, Suite 100
Palo Alto, CA 94303
United States

Offer valid through: 11/15/2020
Prepared by:
Jacob Warkov
jacob.warkov@workday.com
(650) 810-0793

Customer Information

Company Name	Main Contact	Billing Contact	Provisioning Contact
Magnolia Public Schools	Serdar Orazov	Serdar Orazov	Serdar Orazov
250 E. 1st St. 1500	CFO	CFO	CFO
Los Angeles, CA, 90012	sorazov@magnoliapublicschool s.org	sorazov@magnoliapublicschool s.org	sorazov@magnoliapublicschool s.org
United States	(213) 628-3634	(213) 628-3634	(213) 628-3634

Order Information

Start Date:	11/16/2020	**Billing Terms:**	Net 30	**Order Type:**	New	**Quote #:**	Q-129803
End Date:	11/15/2025	**Currency:**	USD	**Clone/Convert Domain?:**	No	**Partner:**	Intuitive TEK
Term (Months):	60	**PO Number:**					

Subscription Items

Qty	Product	Net Amount
1	Planning & Analytics (includes up to 5 view seats) for Financial Planning	USD 53,341
1	OfficeConnect Base Fee	USD 10,409
15	Contributor Seat for Planning and Analytics	USD 51,000
3	Full Seat for Planning and Analytics	USD 19,125
1	Integration Framework - Single System - Cloud	USD 12,750
1	Integration for custom source system	USD 0
	Subscription Subtotal:	USD 172,500
	Subscription Discount:	USD 25,875
	Total Subscription:	**USD 146,625**

Totals (excludes any applicable local taxes)

Subscription Total:	USD 146,625
Service Total:	USD 0
Grand Total:	**USD 146,625**

Order Terms

This Order Form is between the legal entity signing below (“Customer”) and Adaptive Insights LLC or the applicable Affiliate of Adaptive Insights LLC indicated on this Order Form (“Adaptive Insights”). Use of the Planning Service is subject to the terms and conditions of the Master Subscription Agreement (“MSA”) and the Planning Addendum(“Addendum”), both of which located at https://www.adaptiveplanning.com/legal/contract-terms-and-conditions and are incorporated herein by reference. For purposes of the MSA, this Order Form is the Signature Document.

The Adaptive Insights contracting entity identified on this Order Form determines the governing law that applies to the judicial interpretation and resolution of any disputes arising out of or relating to the MSA. If Customer is contracting with (i) Adaptive Insights LLC, the governing law is the State of New York, U.S.A.; (ii) Adaptive Insights Pty Ltd. (Australia and New Zealand), the governing law is the State of New South Wales, Australia; (iii) Adaptive Insights, Ltd. (Canada), the governing law is the Province of Ontario; (iv) Adaptive Insights Co., Ltd. (Japan), the governing law is the laws of Japan; or (v) Adaptive Insights Limited (United Kingdom and Ireland), the governing law is the laws of England. Each party irrevocably submits to the exclusive jurisdiction of the courts of the aforementioned applicable jurisdiction, and each party agrees to the applicable law above without regard to rules regarding choice of law or conflicts of law.

The Subscription & Support Fees for the initial Subscription Term will be paid in 5 equal annual installments and will be invoiced upon receipt of signed Order Form and on the anniversary thereafter. Payment is due and payable within Net 30 days from the date of invoice. Fees for Professional Services are payable per the Statement of Work.

The Planning and Analytics package as set forth in this Order Form includes certain downloadable software components, such as OfficeConnect ("Downloadable Components"), that are described in the Planning Documentation. In order to facilitate the calculation of local taxes that may apply to Customer's purchase, this Order Form includes a separate breakout of the product(s) and pricing for each such Downloadable Component and for the remaining components of the Planning and Analytics package. For the avoidance of doubt, the breakout of pricing for such Downloadable Components is for tax purposes only and cannot be excluded from the package.

Except as otherwise provided in the Subscription Agreement or this Order Form, this is a non-cancelable, non-refundable purchase. I hereby represent that I am an authorized signatory and have read and agree to the terms of this Order Form.

Adaptive Insights LLC
Signature: DocuSigned by: Trevor Lampkin 75EF8944C10D427...
Name: Trevor Lampkin
Title: Authorized Signer
Date: 11/17/2020 | 2:16:44 PM PST

CUSTOMER
Signature: DocuSigned by: [signature] CBE3C59FAB95425...
Name: Alfredo Rubalcava
Title: CEO and Superintendent
Date: 11/17/2020

Workday Adaptive Planning Product Descriptions

Planning & Analytics:
The Planning & Analytics package includes modeling to enable budgeting, forecasting, and other types of modeling; management and ad hoc reporting and analytics; variance analysis; process management; transaction management; the capability to manually import data into Workday Adaptive Planning via Excel/.csv files; single sign-on; use of data integration APIs; OfficeConnect board reporting; and dashboards and visual analytics. Standard customer support is also included.

Full Seats:

- Full Seats allow a Customer’s user administrator to assign user roles and permissions in any way that suits their planning process.
- Full Seat users can perform any system capability designated to them by the Customer’s user administrator.
- Full Seat users can act as business users, financial model builders, and as security administrators, depending on Customer’s preferences.
- Full Seat users can enter and save data on planning sheets (budgets, forecasts, workforce plans, or other models); and create, view and share web-based reports.
- Full Seat users get unlimited access to eLearning.
- Full Seat users can also create, view, and share OfficeConnect board reports and create, view, and share dashboards and visual analytics if the Full Seats are purchased for use with the Planning & Analytics package.

Contributor Seats:

- Contributor Seat users can enter and save data on planning sheets (budgets, forecasts, workforce plans or other models); and create, view and share web-based reports.
- Contributor Seat users can participate fully in workflow and process management.
- Contributor Seat users get unlimited access to eLearning.
- Contributor Seat users can access OfficeConnect if the Contributor Seats are purchased along with the Planning & Analytics package.
- Contributor Seat users can also create, view, and share dashboards and visual analytics if the Contributor Seats are purchased for use with the Planning & Analytics package.

View Seats:

- View Seats are used to enable broad, organization-wide participation in an active planning process.
- View Seat users can view planning sheets (budgets, forecasts, workforce plans); view reports; create and save personal reports.
- View Seat users can view dashboards and visual analytics; and create and save personal dashboards, if the View Seats are purchased for use with the Planning & Analytics package.
- View Seat users can drill down from reports and can use cell explorer.
- View Seat users cannot save sheets, including not being able to enter and save cell and sheet notes.
- View Seat users cannot use OfficeConnect.

Integration Framework – Single System:
Integration Framework - Single System entitles the customer to (1) use the Integration Framework for the purposes of importing data from Excel, automating transformations of the Excel data and combining it with other data prior to import into a single Planning & Analytics or Planning domain, and (2) connect a single Planning & Analytics or Planning domain to a Single System through the Integration Framework. For purposes of the Integration Framework – Single System subscription, a “Single System” is defined as the single instance of a System that will share data with an Adaptive Insights domain. A “System” is any database system, most commonly an ERP, CRM, HCM, or customer proprietary database system that will share data with Adaptive Insights domain. Multiple connections to that Single System, for example to extract data from different tables or to export data from an Adaptive Insights domain back to that Single System, are all included with an Integration Framework – Single System subscription.

Planning Domains:
Multiple Planning, Planning & Analytics, and Sales Planning & Analytics packages can be purchased for use in different divisions of a single company or to model different parts of the business. These separate packages are referred to as “planning domains.” Planning domains can operate completely independently, or they can be linked in a parent-child fashion such that the child domain can share data with a parent domain. Linked planning domains enable a consolidated view across different parts of the business and across different models.

Disk Storage:
Ample disk storage of 500GB is included with each planning domain. To date, the average Adaptive customer consumes only a few GB of storage. Consuming significantly more disk space only occurs if the customer model includes a combination of these factors: large numbers of accounts, levels and dimensions AND hundreds of stored versions or if the customer stores very large (i.e., multi-GB) files in the Reports file sharing area. An additional charge would be incurred for exceeding the 500GB disk allotment.

Workday Adaptive Planning Implementation Proposal Prepared for

MAGNOLIA PUBLIC SCHOOLS

Submitted by

IntuitiveTEK
a kainos® company

workday. Channel Partner Workday Adaptive Planning

Platinum Solution Provider

Workday Adaptive Planning SOLUTION PROVIDER OF THE YEAR FY20

Submitted 11/3/2020

Statement of Work for Professional Services
Prepared for: Magnolia Public Schools
Prepared on: 11/3/2020

This Statement of Work ("SOW") describes the professional services (the "Professional Services") to be performed by Intuitive-Technologies, LLC ("IntuitiveTEK") for Magnolia Public Schools ("Client") and is subject to the terms and conditions of the Master Services Agreement (Appendix A).

The terms and conditions and pricing listed in this SOW will expire (and will no longer be valid) if it is not signed and returned to IntuitiveTEK within 30 days from the date this SOW was prepared.

Magnolia Public Schools	IntuitiveTEK
DocuSigned by: CBF3C59FAB95425...	
Signature	Signature
Alfredo Rubalcava	
Name	Name
CEO and Superintendent	
Title	Title
11/17/2020	
Date	Date

Magnolia Public Schools Project Contact Information

Serdar Orazov	11/17/2020
Main Project Contact	Desired Project Kickoff Date
Chief Financial Officer	
Title	Billing Address 250 E. 1st. Street, Suite 1500 Los Angeles, CA 90012
(213) 628-3634	
Phone	
sorazov@magnoliapublicschools.com	sorazov@magnoliapublicschools.com
Email	Billing Address (email)

Statement of Work

Implementation Summary

IntuitiveTEK is pleased to present Magnolia Public Schools with this Statement of Work to assist with the transformation of your budgeting and reporting processes with the implementation of Workday Adaptive Planning.

IntuitiveTEK will lead the Workday Adaptive Planning implementation for Magnolia Public Schools, working collaboratively with key organization personnel to deploy a highly functional budgeting, planning and reporting system that meets or exceeds existing capabilities.

IntuitiveTEK will conduct this project remotely. Additional fees will apply for onsite visits.

Implementation Phases

IntuitiveTEK follows a proven implementation methodology that ensures project success. Although we develop a custom project methodology for each project, our implementation approach includes these key phases:

Project Kickoff and Discovery Phase

This initial phase of the project includes transfer of knowledge from Client to IntuitiveTEK – a critical factor in the success of this project. In this step, we will request and review planning and reporting processes, existing budget models, accounting structure, financial statement and other reporting examples, and other important data.

We will conduct requirements gathering meetings to confirm what we've learned from your project questionnaire; to review your organizational structure and chart of accounts; and to identify required dimensions and key assumptions/metrics for planning and reporting. A key component of this phase is the development of a detailed project plan and timeline.

Model and Report Build Phase

This phase of the project involves the creation of the planning model in Workday Adaptive Planning – including the required structure (level organization, GL accounts, other dimensions); integration of data from other systems; creation of input sheets, assumptions, formulas, and detailed supporting schedules as needed. This phase may also include the creation of reports in Workday Adaptive Planning (web-based reports) and OfficeConnect. This phase also includes comprehensive testing and validation at each step of development.

Training and Deployment Phase

IntuitiveTEK will develop detailed documentation using the IntuitiveTEK format, and will provide training for Client administrators as well as assisting Client with their end user training efforts. During and shortly after go-live, this phase typically includes fine-tuning of the design and creation of additional reports, at Client's direction.

Project Management

Throughout this project, we will provide project management. We will provide weekly project status updates in order to ensure quality and minimize risk. We will work with you to plan and schedule the tasks to be performed. We will closely monitor the progress of the project and will notify you of any potential problems.

Project Resources

Over the course of the implementation, one or more IntuitiveTEK consultants will be assigned to the project. IntuitiveTEK consultants are not dedicated to any single implementation and may be engaged across many implementation projects for various customers.

Client should prepare to have a dedicated project lead and expect for this individual to be available, or coordinate Client subject matter experts, to spend a minimum of five hours per week during the project, to do the following:

- Provide client data to IntuitiveTEK in formats requested by IntuitiveTEK
- Meet weekly via conference call to discuss the project
- Answer questions about your existing planning process and methodology
- Review formulas logic as model is built
- Confirm completion of the Workday Adaptive Planning models
- Provide testing of the model within Workday Adaptive Planning
- Attend training

Ongoing Support

IntuitiveTEK develops and nourishes long-term, close relationships with our clients. As implementers of our clients' systems, we are in the best position to provide highly responsive and efficient support. Once "go-live" is completed, IntuitiveTEK is available during normal business hours to provide Support. "Support" questions are those that can be addressed by Client's IntuitiveTEK consultant in 30 minutes or less. For more detailed help or requested model modifications, IntuitiveTEK is always open to providing additional blocks of hours to be agreed upon in advance, and to be used as directed by Client.

Project Scope

The following outlines and details the Professional Services that will be performed pursuant to this SOW.

Functional Scope: Client has requested that the implementation of Workday Adaptive Planning include the following areas.

Functional Area	In Scope
Organizational Structure & Chart of Accounts	Yes
Revenue and Cost of Goods Planning	Yes
Personnel Planning	Yes
Operating Expense Planning	Yes
Allocations Planning	Yes
Capital Expense Planning	Yes
Metrics/KPIs	No
Income Statement	Yes
Balance Sheet/Cash Flow	Yes
Web-Based Reporting	Yes
OfficeConnect Reporting	Yes
Dashboards & Analytics	Yes
Automated Data Integration	Yes
Transactions	Yes

Product Scope: Client will purchase the Workday Adaptive Planning products required to support these areas.

Product	In Scope
Planning & Reporting	Yes
Analytics	Yes
Integration	Yes

Project Assumptions

Project Kickoff and Discovery

This project will include Design/Methodology Planning sessions as needed with **Magnolia Public Schools** to review and discuss current planning processes, and how to transition to Workday Adaptive Planning.

IntuitiveTEK Responsibilities

- Schedule project kickoff call within five days of the requested project start date
- Provide guidance while Client compiles requested documents and data
- Prepare for and lead the project kickoff call
- Create a detailed project plan with anticipated timeline
- Coordinate resources and schedule regular cadence for weekly project review meetings

Magnolia Public Schools Responsibilities

- Assign core team members and ensure their attendance at the project kickoff call
- Login to Client's Adaptive instance to validate access to the software
- Provide documents, files, and data to IntuitiveTEK as requested
- Begin taking the eLearning courses in the Workday Adaptive Planning training center
- Review and agree to the Project plan

Model and Report Build

IntuitiveTEK Responsibilities

- Lead iterative meetings and working sessions to confirm Client requirements
- Review current planning processes and provide best practice guidance where appropriate
- Design and configure the software in accordance with the project plan
- As each component of the software is configured, demo the model for the Client to review and approve

Magnolia Public Schools Responsibilities

- Participate in meetings and working sessions to provide input into requirements
- For all in-scope processes, provide examples in documents, files and workbooks
- Provide data for the initial imports in the format defined by IntuitiveTEK
- Validate each component of the solution as it is delivered by IntuitiveTEK

The implementation components will include:

Structure Design & Creation

Create the required data structure in the model including the organization hierarchy, chart of accounts and other required dimensions (e.g. products, projects, customers, etc.). The configuration will include:

- Up to 10 Schools and 1 Home Office
- 1 chart of accounts structure across the organization
- 1 fiscal year
- Up to 1 monthly currency (USD, GBP, EUR, CNY, JPY, SGD)
- Up to 5 other dimensions, e.g., Fund, Resource Code

Flat-File, Excel-Based Data Imports

Actuals and Budget Load includes a one-time data upload of two years of actuals and the most current budget.

Revenue and Cost of Goods Planning

Revenue and Cost of Goods Planning includes creation of data entry sheets, desired calculations, and mapping to the Income Statement and Balance Sheet/Cash Flow Statement (if applicable).

Up to 3 Revenue Models to support the following revenue streams:

- LCFF Revenue planned as Average Daily Attendance x rate across grades
- Supplemental income planned by student type
- Local Fundraising revenue

Personnel Planning

Personnel Planning includes the creation of one model to account for headcount and related expenses such salaries and wages, raises, incentive compensation, taxes, benefits, adhering to the following:

- Up to 450 employees planned by individual
- Allocations or transfers between operating units

Operating Expense Planning

The Operating Expense model will include formulating approximately 15-20 expense accounts, based on drivers such as headcount, or historical run rates. Up to 2 additional planning sheets will be built to accommodate supporting expense schedules.

Allocations Planning

The Allocations model will include overhead expense allocations to levels, based on headcount.

Capital Expense Planning

The Capital model will include the creation of one model to accommodate capital spending plans, with straight-line depreciation logic.

Balance Sheet/Cash Flow Planning

One model will be built in 10 levels, in a single format, to plan the Balance Sheet and Cash Flow statement (indirect method). Up to 3 supporting schedules will be built for Balance Sheet planning.

Reporting and Analytics

Report layouts will include one Income Statement, Balance Sheet, and Cash Flow Statement. Additional reports may include up to 10 web-based formats and 15 OfficeConnect formats. Analytics layouts may include up to 1 dashboard, with up to 4 graphs. The graphs will be based on dimensions, accounts, and data in the Adaptive model.

Transactions

IntuitiveTEK will enable the Transaction Reporting and Analysis module, and configure required mappings of up to 20 fields (organization hierarchy, chart of accounts and dimensions).

Training and Deployment

The project will include Administrator training and either one End User Training session (up to 4 hours), or one train-the-trainer session; plus written documentation in the IntuitiveTEK format. IntuitiveTEK will support the Client during testing of the model, and jointly review any required post-testing adjustments. IntuitiveTEK will make any adjustments which are mutually agreed upon and which are within the scope of this project.

Automated Data Integration

IntuitiveTEK will enable integration of data from the following source systems:

Source System	Integration Point	Integration Approach
Schoolability	Import GL Account Balances (Actuals) And Import GL Transactions	Automated File from Dropbox

IntuitiveTEK Responsibilities

- Lead meetings and working sessions to design and build the integration
- Install and configure the integration agent server on Client provided hardware (required for on-premise data sources)
- Configure the integration using the standard available functionality for each in-scope integration adapter
- Document the Solution Configuration
- Support data validation for 12 months of history imported into Software from Client's source system(s).
- Conduct a user walkthrough along with a customized User Guide of the Adaptive Integration solution built and how to run/schedule Integration jobs
- Build the Integration against the production instance of the Source System unless otherwise noted

Magnolia Public Schools Responsibilities

- Provide throughout the project as needed a technical consultant with understanding of the source system data model and extract technology, in order to develop or enhance the source system extracts (i.e., provide database views or tables, review query methodology and/or web service calls)
- Provide business rules for extraction and transformation of source data
- Provide a subject matter expert with knowledge of the Adaptive planning model to provide information on data expected by the sheets and to assist in data validation
- If applicable, coordinate with 3rd party vendors or consultants (IntuitiveTEK is not required to provide or have developer access to any 3rd party application or system; Client assumes sole responsibility for access, management, payment and use of any 3rd party systems, applications, services or technology)
- If account names are different between Client source system and Workday Adaptive Planning, provide mapping of accounts in Microsoft Excel format
- On Premise Integration (On Premise data source(s):
    - Provide Server/Virtual Machine/other for Integration configuration, testing and production
    - Provide remote access to data server for Integration during the project
- Hosted Integration (Hosted Service data source(s)):

- Ensure source system APIs are licensed and available to Adaptive (hosted data source(s))
- Provide access to and credentials for database or API access to the source
- Develop a test plan for User Acceptance Testing (UAT)
- Lead the testing and validation of each Integration; validate data within Adaptive Planning loaded through Adaptive Integration; IntuitiveTEK will supports Client validating twelve (12) months of history

Integration Assumptions

- Integration project start is contingent on data structures (Chart of Accounts, Organizational Levels and Dimensions) being stable in both the source system(s) and Workday Adaptive Planning
- If Client's data will be accessed via an API, only the fields exposed by the standard source system API will be extracted to Workday Adaptive Planning
- Data is organized in the source application(s) in standard (non-custom) designated objects
- IntuitiveTEK has no obligation to provide maintenance, support or updates to Client in connection with any impact to the functionality of the Integration Solution resulting from changes made by Client or responsible 3rd parties to its Source System(s), including but not limited to changes to its Source System API(s), system or software upgrades or updates, or security changes impacting integration connectivity.
- IntuitiveTEK is not obligated to provide corrective support for changes made by Client unless such changes are directed to be made by IntuitiveTEK.

Project Fees & Terms

Time and Materials

This is a Time and Materials fee based project. IntuitiveTEK will not exceed this estimate for the defined scope in this document without written approval for the overage or scope change. This will cover all items defined in the document.

Project Estimated Hours

Following is a baseline estimate of effort (hours) by IntuitiveTEK to implement Workday Adaptive Planning based on discussions to date.

Phase	Estimated Hours	Rate	Estimated Implementation Cost
Planning & Reporting	200	$180 USD per Hour	$36,000
Automated Data Integration (Schoolability)	45	$180 USD per Hour	$3,600
Total Project	**245**		**$39,600**

Scoping Considerations

- Client understands that these estimated hours for the scope of work were prepared in good faith based on initial scoping discussions with IntuitiveTEK. IntuitiveTEK will not exceed the estimated hours for the scope of work defined in this document without written approval by Client. IntuitiveTEK is always open to providing additional blocks of hours for additional requirements that may arise during the implementation.
- IntuitiveTEK will provide recommendations based on Workday Adaptive Planning best practices. Client-specific process consulting is out-of-scope and would require additional hours.

Travel Expenses

Client will reimburse IntuitiveTEK for the reasonable and necessary out–of–pocket travel expenses incurred by IntuitiveTEK in connection with the Services performed under this SOW, including air and surface transportation, lodging, car rental, and meals, in accordance with the IntuitiveTEK's Travel and Expense Policy. All travel to Client locations that may result in such expenses will be pre–approved by Client.

Payment Terms

IntuitiveTEK will invoice Client monthly for time spent and actual expenses as incurred in the previous calendar month. Any additional information required for payment must be identified in this Statement of Work.

Client will submit payment for all invoices within 30 days of receipt of the invoice by Client. IntuitiveTEK reserves the right to stop work on any project that has invoices that are outstanding more than 30 days.

Master Services Agreement
Intuitive Technologies Professional Services
Terms and Conditions for Services

This Professional Services Agreement (the ***"Agreement"***) is entered into and made effective as of the Effective Date entered on the Statement of Work by and between Intuitive Technologies (***"TEK"***), and Magnolia Public Schools ("**Company**").

1. SERVICES

1.1 **Statement of Work**. From time to time, Company and TEK may execute statements of work that describe the specific services to be performed by TEK including any work product to be delivered by TEK (as executed by the parties, a "***Statement of Work***"). Each Statement of Work will expressly refer to this Agreement, will form a part of the Agreement, and will be subject to the terms and conditions contained herein.

1.2 **Performance of Services**. Subject to Company's payment of the Professional Services fees set forth in each Order Form and/or each Statement of Work, TEK will perform the services specified in each Statement of Work (the "***Professional Services***") in accordance with the terms and conditions of this Agreement and each Statement of Work.

1.3 **Changes to Statement of Work**. Company may submit to TEK written requests to change the scope of Services described in a Statement of Work (each such request, a "***Change Order Request***"). TEK may, at its discretion, consider such Change Order Requests, but TEK has no obligation to do so. If TEK elects to consider such a Change Order Request, then TEK will promptly notify Company if it believes that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the Professional Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. TEK will continue to perform Professional Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

1.4 **Company Responsibilities**. In connection with each Statement of Work, Company will: (i) provide qualified personnel who are capable of performing Company's duties and tasks under the Statement of Work; and (ii) perform Company's duties and tasks under the Statement of Work, and such other duties and tasks as may be reasonably required to permit TEK to perform the Professional Services. Company will also make available to TEK any data, information and any other materials required by TEK to perform the Professional Services, including, but not limited to, any data, information or materials specifically identified in the Statement of Work or the Implementation Project Data Requirements document (collectively, "***Company Materials***"). Company will be responsible for ensuring that all such Company Materials are accurate and complete.

1.5 **Relationship of the Parties**. TEK is performing the Professional Services as an independent contractor, is not an employee, agent, joint venture or affiliate of Company, and has no authority to bind Company by contract or otherwise. TEK acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that Company makes available to its employees. TEK is solely responsible for all taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between TEK and its personnel and the performance of Professional Services by such personnel.

2. PAYMENT

2.1 **Fees and Expenses**. For TEK's performance of Professional Services, Company will pay TEK the Professional Services fees set forth in each Order Form and/or each Statement of Work. In addition, Company will reimburse TEK for all reasonable and customary travel, lodging and other related expenses incurred by TEK or its personnel in connection with the performance of Professional Services including travel time; such expenses will only be incurred at Company's direction. At Company's request, TEK will provide Company with receipts and other documentation for all such expenses.

2.2 **Payment Terms**. TEK will invoice Company on a monthly basis for hours incurred. All Professional Services invoices are due Net 30. TEK reserves the right to stop work on any project that has invoices that are outstanding more than 30 days.

3. CONFIDENTIAL INFORMATION

TEK acknowledges that prior to and during the term of this Agreement, TEK may have had or may have access to Confidential Information. As used in this Agreement, "Confidential Information" includes all information that is not generally known that is disclosed by Company or learned by TEK relating to Company, any affiliate, customer, agency, vendor or partner of the Company (together, the "Disclosing Party" or "Disclosing Parties"), or any existing or proposed products, services, or business of any Disclosing Party. Confidential Information includes, without limitation, (a) information disclosed in documents, graphs, charts, models or other tangible media; (b) information disclosed orally; (c) information that TEK observes during visits to Company's facilities; (d) information that TEK learns from attending, viewing, hearing or otherwise experiencing a presentation by Company or any Disclosing Party in connection with the Professional Services; (e) information that TEK may derive from Confidential Information; (f) analyses, compilations, studies or other information or documents created by TEK that contain or reflect or are generated from Confidential Information; (g) the fact that TEK and Contractor have discussed or entered into this Agreement or any business relationship; (h) information pertaining to any supplier or customer of Company; and (i) all information designated by Company as confidential or proprietary.

TEK shall not disclose any Confidential Information to any third party. TEK shall maintain the confidentiality of all Confidential Information. TEK represents and warrants that it uses best efforts to protect the confidentiality of its own valuable confidential information. TEK shall protect the Confidential Information using all efforts used by TEK to protect its own valuable confidential information and such additional measures as may be needed to comply with TEK' obligations under this Agreement. TEK shall not use any Confidential Information for any purpose except to perform TEK's obligations to Company under this Agreement. If TEK becomes legally obligated to disclose any Confidential Information pursuant to a court order or subpoena, TEK shall give Company prompt written notice with sufficient time to allow Company to seek a protective order or other appropriate remedy prior to disclosure.

At Company's request or upon termination of this Agreement, whichever is earlier, TEK shall promptly return or destroy (as instructed by the Company) all originals, copies, reproductions and summaries, in all forms and in all media, of any and all Confidential Information. Upon request by Company, TEK shall certify to Company in writing the extent to which it has complied with this section.

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4.1. **Liability.** Each party's liability in connection with any default under this Agreement shall not exceed 125% of the amount paid by the Company in respect of the Statement of Work under which the default arises.

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Adaptive Insights LLC
2300 Geng Road, Suite 100
Palo Alto, CA 94303
United States

Offer valid through: 11/15/2020
Prepared by:
Jacob Warkov
jacob.warkov@workday.com
(650) 810-0793

Customer Information

Company Name	Main Contact	Billing Contact	Provisioning Contact
Magnolia Public Schools 250 E. 1st St. 1500 Los Angeles, CA, 90012 United States	Serdar Orazov CFO sorazov@magnoliapublicschool s.org (213) 628-3634	Serdar Orazov CFO sorazov@magnoliapublicschool s.org (213) 628-3634	Serdar Orazov CFO sorazov@magnoliapublicschool s.org (213) 628-3634

Order Information

Start Date:	11/16/2020	**Billing Terms:**	Net 30	**Order Type:**	New	**Quote #:**	Q-129803
End Date:	11/15/2025	**Currency:**	USD	**Clone/Convert Domain?:**	No	**Partner:**	Intuitive TEK
Term (Months):	60	**PO Number:**					

Subscription Items

Qty	Product	Net Amount
1	Planning & Analytics (includes up to 5 view seats) for Financial Planning	USD 53,341
1	OfficeConnect Base Fee	USD 10,409
15	Contributor Seat for Planning and Analytics	USD 51,000
3	Full Seat for Planning and Analytics	USD 19,125
1	Integration Framework - Single System - Cloud	USD 12,750
1	Integration for custom source system	USD 0

Subscription Subtotal:	USD 172,500
Subscription Discount:	USD 25,875
Total Subscription:	**USD 146,625**

Totals (excludes any applicable local taxes)

Subscription Total:	USD 146,625
Service Total:	USD 0
Grand Total:	**USD 146,625**

Order Terms

This Order Form is between the legal entity signing below ("Customer") and Adaptive Insights LLC or the applicable Affiliate of Adaptive Insights LLC indicated on this Order Form ("Adaptive Insights"). Use of the Planning Service is subject to the terms and conditions of the Master Subscription Agreement ("MSA") and the Planning Addendum("Addendum"), both of which located at https://www.adaptiveplanning.com/legal/contract-terms-and-conditions and are incorporated herein by reference. For purposes of the MSA, this Order Form is the Signature Document.

The Adaptive Insights contracting entity identified on this Order Form determines the governing law that applies to the judicial interpretation and resolution of any disputes arising out of or relating to the MSA. If Customer is contracting with (i) Adaptive Insights LLC, the governing law is the State of New York, U.S.A.; (ii) Adaptive Insights Pty Ltd. (Australia and New Zealand), the governing law is the State of New South Wales, Australia; (iii) Adaptive Insights, Ltd. (Canada), the governing law is the Province of Ontario; (iv) Adaptive Insights Co., Ltd. (Japan), the governing law is the laws of Japan; or (v) Adaptive Insights Limited (United Kingdom and Ireland), the governing law is the laws of England. Each party irrevocably submits to the exclusive jurisdiction of the courts of the aforementioned applicable jurisdiction, and each party agrees to the applicable law above without regard to rules regarding choice of law or conflicts of law.

The Subscription & Support Fees for the initial Subscription Term will be paid in 5 equal annual installments and will be invoiced upon receipt of signed Order Form and on the anniversary thereafter. Payment is due and payable within Net 30 days from the date of invoice. Fees for Professional Services are payable per the Statement of Work.

The Planning and Analytics package as set forth in this Order Form includes certain downloadable software components, such as OfficeConnect ("Downloadable Components"), that are described in the Planning Documentation. In order to facilitate the calculation of local taxes that may apply to Customer's purchase, this Order Form includes a separate breakout of the product(s) and pricing for each such Downloadable Component and for the remaining components of the Planning and Analytics package. For the avoidance of doubt, the breakout of pricing for such Downloadable Components is for tax purposes only and cannot be excluded from the package.

Except as otherwise provided in the Subscription Agreement or this Order Form, this is a non-cancelable, non-refundable purchase. I hereby represent that I am an authorized signatory and have read and agree to the terms of this Order Form.

Adaptive Insights LLC	CUSTOMER
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Workday Adaptive Planning Product Descriptions

Planning & Analytics:
The Planning & Analytics package includes modeling to enable budgeting, forecasting, and other types of modeling; management and ad hoc reporting and analytics; variance analysis; process management; transaction management; the capability to manually import data into Workday Adaptive Planning via Excel/.csv files; single sign-on; use of data integration APIs; OfficeConnect board reporting; and dashboards and visual analytics. Standard customer support is also included.

Full Seats:

- Full Seats allow a Customer's user administrator to assign user roles and permissions in any way that suits their planning process.
- Full Seat users can perform any system capability designated to them by the Customer's user administrator.
- Full Seat users can act as business users, financial model builders, and as security administrators, depending on Customer's preferences.
- Full Seat users can enter and save data on planning sheets (budgets, forecasts, workforce plans, or other models); and create, view and share web-based reports.
- Full Seat users get unlimited access to eLearning.
- Full Seat users can also create, view, and share OfficeConnect board reports and create, view, and share dashboards and visual analytics if the Full Seats are purchased for use with the Planning & Analytics package.

Contributor Seats:

- Contributor Seat users can enter and save data on planning sheets (budgets, forecasts, workforce plans or other models); and create, view and share web-based reports.
- Contributor Seat users can participate fully in workflow and process management.
- Contributor Seat users get unlimited access to eLearning.
- Contributor Seat users can access OfficeConnect if the Contributor Seats are purchased along with the Planning & Analytics package.
- Contributor Seat users can also create, view, and share dashboards and visual analytics if the Contributor Seats are purchased for use with the Planning & Analytics package.

View Seats:

- View Seats are used to enable broad, organization-wide participation in an active planning process.
- View Seat users can view planning sheets (budgets, forecasts, workforce plans); view reports; create and save personal reports.
- View Seat users can view dashboards and visual analytics; and create and save personal dashboards, if the View Seats are purchased for use with the Planning & Analytics package.
- View Seat users can drill down from reports and can use cell explorer.
- View Seat users cannot save sheets, including not being able to enter and save cell and sheet notes.
- View Seat users cannot use OfficeConnect.

Integration Framework – Single System:
Integration Framework - Single System entitles the customer to (1) use the Integration Framework for the purposes of importing data from Excel, automating transformations of the Excel data and combining it with other data prior to import into a single Planning & Analytics or Planning domain, and (2) connect a single Planning & Analytics or Planning domain to a Single System through the Integration Framework. For purposes of the Integration Framework – Single System subscription, a "Single System" is defined as the single instance of a System that will share data with an Adaptive Insights domain. A "System" is any database system, most commonly an ERP, CRM, HCM, or customer proprietary database system that will share data with Adaptive Insights domain. Multiple connections to that Single System, for example to extract data from different tables or to export data from an Adaptive Insights domain back to that Single System, are all included with an Integration Framework – Single System subscription.

Planning Domains:
Multiple Planning, Planning & Analytics, and Sales Planning & Analytics packages can be purchased for use in different divisions of a single company or to model different parts of the business. These separate packages are referred to as "planning domains." Planning domains can operate completely independently, or they can be linked in a parent-child fashion such that the child domain can share data with a parent domain. Linked planning domains enable a consolidated view across different parts of the business and across different models.

Disk Storage:

Ample disk storage of 500GB is included with each planning domain. To date, the average Adaptive customer consumes only a few GB of storage. Consuming significantly more disk space only occurs if the customer model includes a combination of these factors: large numbers of accounts, levels and dimensions AND hundreds of stored versions or if the customer stores very large (i.e., multi-GB) files in the Reports file sharing area. An additional charge would be incurred for exceeding the 500GB disk allotment.

Prophix®

MAGNOLIA PUBLIC SCHOOLS

all values in $USD

Software	Unit	Price	Total	Comments / Assumptions
Prophix Cloud Subscription	1	$ 30,000	$ 30,000	All Core CPM functionality Included
Administrator(s)	1	$ 2,150	$ 2,150	Ability to administer the Prophix system.
Advanced User(s)	3	$ 1,000	$ 3,000	Ability to view reports, analyze data, enter data, author reports
Standard User(s)	15	$ 500	$ 7,500	Ability to view reports, analyze data, enter data
Reporting User(s)	5	$ 250	$ 1,250	Ability to view reports, analyze data
Excel Contributor	1	$ 2,500	$ 2,500	
Full price Subscription			**$ 46,400**	

Implementation Services	Days	Hourly Rate	Sub-Total	Comments / Assumptions
Cloud Instance Provision	Flat		$ 1,000	Performed remotely with Prophix Technical resource
Prophix Academy Learning Management System ALL Course Package - Online Learning Academy	Flat		$ 750	Full admin access to the Prophix Academy learning management system (LMS). Video homework prior to implementation and ongoing on-demand self-service training
Data Integration to Sage Intacct **Setup data connection to Sage Intacct GL Data with drill across to transactions, enabling automated data updates**	2.0		$ 5,000	Integration team to perform Data integration to Sage Intacct for GL Data for Income Statement, Balance Sheet and Transactions for Drill Across capabilities
Discovery Sessions	2.0	$ 225	$ 3,600	Onsite or Remote Requirements gathering session. Discuss and document Reporting requirements to be configured through implementation.
Financial Reporting & Overhead Expense Planning Collaborative creation of working model and reports including: Prepare and set up dimension structures Load and validate Data Income Statement Calculations and Report Template Departmental Expense Templates Coaching, testing and training	5.0	$ 225	$ 9,000	**Financial Statements & Budget Templates for Departmental Expense** Build out Income Statement, Balance Sheet and Cash Flow Reports (1 Each) Facilitate required allocations processes for reporting Coach and support the NCCHR team in building remainder of Reports and Templates
Dashboard Collaborative creation of Finance Dashboard: Prepare and set up dashboard tiles Coaching, testing and training	0.5	$ 225	$ 900	Build out a set of 8-10 KPIs and coach Magnolia team on how to create and format dashboards
Operating Expense Planning Collaborative creation of working model and reports including: Configuration and setup of personnel planning model (attributes, calculations, etc) Initial employee data load from flat file Setup of data entry template (schedule) Coaching, testing and training	3.0	$ 225	$ 5,400	**Planning for Departmental & School operating budgets** Setup of planinng templates by Account, Goal, Action, Department, School, Vendor Build up to 3 differently structured Operating Expense templates for Budgeting and Forecasting process. Facilitate required allocations processes for reporting Coach and support the NCCHR team in building remainder of Reports and Templates
Personnel Planning Collaborative creation of working model and reports including: Configuration and setup of personnel planning model (attributes, calculations, etc) Initial employee data load from flat file Setup of data entry template (schedule) Coaching, testing and training	3.0	$ 225	$ 5,400	**Planning for Payroll Costs at the Employee or Position Detail** Setup of calculations relating, but not limited, to Wages, Overtime, Benefits, Payroll Taxes, Retirement Plan matching, etc. at the employee detail Import Employee data from HRIS system (Via excel upload)
Capital Planning Collaborative creation of working model and reports including: Configuration and setup of fixed asset model (attributes, calculations, etc) Initial fixed asset data load from flat file Setup of data entry template (schedule) Coaching, testing and training	2.0	$ 225	$ 3,600	**Planning for depreciation at the Asset Detail** Setup of calculations relating to depreciation detail Import Fixed Asset data from Via excel upload
Admin & Power User Training Management of Solution & Report Workshop	1.0	$ 225	$ 1,800	Workshop with Admin & Power Users to cover solution administration items with overview of Workflow & Security Manager, Reporting & Dashboarding capabilities
Integration, Academy & Services Total	**18.5**		**$ 36,450**	

Total Software and Services & Training	**$ 82,850**	

Summary			Total
Annual Fees			
Prophix Subscription			$ 46,400.00
Discount - AWS Credit			($ 320.00)
Discount - Volume	10.00%		($ 4,640.00)
Discount - Partner Discount	10.00%		($ 4,640.00)
Total Annual Software Fees			**$ 36,800.00**
Service Fees			
Implementation Services & Academy Fees			$ 36,450.00
Discount - Cloud Provision	Flat		($ 1,000.00)
Discount - Academy	Flat		($ 750.00)
Discount - Rate Discount	$/hr	($ 50.00)	($ 7,400.00)
Total Service Fees			**$ 27,300.00**
Total First Year Cost			**$ 64,100.00**

Terms:

3 year Term with Annual Payments

Comments & Assumptions

The Implementation Services estimate is based on our current best estimate and understanding of your requirements based on discussions to date and leveraging actual implementation results of similar projects.

A high level of customer interaction is expected, with executive sponsorship, project management and subject matter expert availability as needed.

This estimate was prepared assuming extensive customer participation to ensure knowledge transfer. This estimate represents a time and material quote.

All values in $USD
Services are on a time and material basis
Services Discounted to Effective Rate $175/Hr
Payment Terms are Due Upon Receipt of Invoice
Travel Expenses are not included in Estimate

November 2020

Vena Investment Summary

Presented By:
Dylan McMullen | Regional Sales Manager

Vena | User License Definitions

Administrator Named User Role:

- Full access with the ability to create and distribute new templates/reports, create workflows, and administrative approval levels
- Ability to manage users, Active Directory setup, user permissions and to manage password policies
- Ability to define application and data permissions to users
- Ability to define system controls such as Two-Step Login, IP Filtering, Email Notifications, Single Sign-On

Contributor Named User Role:

- An occasional user with access to input new data, complete assigned tasks, and view reports within the platform
- Ability to see all tasks assigned to them along with their assigned workflow status, and task details
- Ability to open a template and save data to the Vena database
- Ability to Approve/Reject a task if they are assigned as a reviewer
- Ability to Submit a task for review, and to add notes and documents and collaborate with other contributors

View-Only Named User Role:

- Can view reports only. No report creation capabilities
- Are not authorized to view or access workflow or to be an approver
- Are not authorized to create different planning version or scenarios, and are not authorized to import data

Global List Pricing

DESCRIPTION	QTY	PER UNIT COST (ANNUAL)	TOTAL (ANNUAL)
FP&A Platform: • Budgeting, Forecasting, Reporting • Financial Reporting • Financial Close Management	1	$25,000	$25,000
Administrative Users	1	$3,600	$3,600
Business Users	1	$900	$900
View-Only Users	1	$300	$300
Standard Annual Support (Telephone between 2:30am-8pm ET and email support via Vena Support Portal):			Included
Total Vena Cloud Annual SaaS Subscription Fees:			

*All Pricing in USD
*Pricing based on a 3 year term
*Does not include implementation/setup costs

Magnolia Public School's User Community

DESCRIPTION	QTY	PER UNIT COST (ANNUAL)	TOTAL (ANNUAL)
FP&A Platform: • Budgeting, Forecasting, Reporting • Financial Reporting • Financial Close Management	1	$25,000	$25,000
Administrative Users	3	$3,600	$10,800
Business Users	15	$900	$13,500
View-Only Users	3	$300	$900
		Discount	($21,586)
Standard Annual Support (Telephone between 2:30am-8pm ET and email support via Vena Support Portal):			Included
		Total Vena Cloud Annual SaaS Subscription, Support & Maintenance Fees:	**$28,614**

*All Pricing in USD
*Pricing based on a 3 year term
*Does not include implementation/setup costs
*Discounts shown are valid until November 30, 2020

To: Magnolia Public Schools
From: Patrick Ontiveros, MPS General Counsel
Date: 12/4/2020

RE: Approval of Agreement with Financial Planning & Analysis (FP&A) Software Contract

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

Patrick Ontiveros

Patrick Ontiveros
MPS General Counsel

12/4/2020
Date

Alfredo Rubalcava

Alfredo Rubalcava
MPS CEO & Superintendent

12/4/2020
Date