



Literacy First Charter Schools

Literacy First Charter School Board of Trustees

Special Board Meeting

Date and Time

Wednesday May 25, 2022 at 5:00 PM PDT

Location

698 W Main Street
El Cajon, CA 92020

Please contact Steve Robinson by phone 619.442.5197 or by email steve.robinson@lfcsinc.org to request any disability related access to this board meeting.

Documents related to this meeting are available on line at <https://www.lfcsinc.org/> by following the "LFCS Board of Trustees Meeting Agendas" link, in hard copy form at the on site meeting location of 698 W. Main Street El Cajon, CA 92020, or by emailing Steve Robinson at steve.robinson@lfcsinc.org.

To access this meeting remotely please follow the information below.

Join Zoom Meeting

[https://us02web.zoom.us/j/83260876486?
pwd=Slog_US9Co4WkIJxKV9tYnLRS8UWEA.1](https://us02web.zoom.us/j/83260876486?pwd=Slog_US9Co4WkIJxKV9tYnLRS8UWEA.1)

Meeting ID: 832 6087 6486

Passcode: W3PK66

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
A. Record Attendance			1 m
B. Call the Meeting to Order			
C. Flag Salute			5 m
D. Approve Minutes From May 11, 2022	Approve Minutes	Lisa Amorteguy	1 m
E. Approve Current Agenda	Vote		
F. Public Comment on Agenda Items			5 m
G. Public Comment on Non-Agenda Items			5 m
II. Executive Director's Report			5:17 PM
A. Approve Amendment to LCHS Alpine Lease	Vote	Debbie Beyer	
<p>The Executive Director recommends the board approve an amendment to the lease with Alpine Union School District for the use of 1850 Alpine Blvd for its high school program. The amendment removes the requirement of LFCS to obtain a material revision in order to move its high school program from Lemon Grove to Alpine.</p>			
III. Chief Business Officer's Report			5:17 PM
A. 2022-23 Budget	Discuss	Steve Robinson	5 m
<p>CBO will present the proposed 2022-23 LFCS budget for board review and comment. A vote on the budget will be scheduled for the June 8, 2022 regular board meeting.</p>			
B. Junior Academy Wifi network upgrade bid approval	Vote	Steve Robinson	

Purpose Presenter Time

The CBO will present bids for the upgrading of the Junior Academy WiFi network. ESSER II and / or ESSER III funds will be used to pay for this upgrade as repairing wifi networks so they work properly for on site and distance learning is an allowable use of these funds. A third bid is expected which will be provided at the time of the meeting. The CBO will have a recommendation at the time of the board meeting.

IV. Governance 5:22 PM

A. Katina Evans serving as Vice President	Vote	Priscilla Schreiber	5 m
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The board president would like to nominate Dr. Katina Evans for the position of Vice President.

V. Closed Session 5:27 PM

A. Enter Closed Session	Vote		5 m
B. Expulsion Hearing	Discuss	John Luzzi	5 m
C. Real Estate Matters	Discuss		5 m
D. Adjourn Closed Session	Vote		5 m

VI. Closing Items 5:47 PM

A. Adjourn Meeting	Vote
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Coversheet

Approve Minutes From May 11, 2022

Section: I. Opening Items
Item: D. Approve Minutes From May 11, 2022
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Literacy First Charter School Board of Trustees on May 11, 2022

APPROVED



Literacy First Charter Schools

Minutes

Literacy First Charter School Board of Trustees

Regular Board Meeting

Date and Time

Wed May 11, 2022 at 5:00 PM

Location

698 West Main Street
El Cajon, CA 92021

Please contact Steve Robinson by phone 619.442.5197 or by email steve.robinson@ifcsinc.org to request any disability related access to this board meeting.

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To access this meeting remotely please follow the information below.

Join Zoom Meeting

<https://us02web.zoom.us/j/84947857228?pwd=OXRVOTdRWTDL1VvY2NjVFhINGhLUT09>

Meeting ID: 849 4785 7228

Passcode: ahXE9D

Trustees Present

J. Lewis, K. Evans, L. Razooky, P. Schreiber (remote)

Trustees Absent

None

Guests Present

D. Beyer, L. Amorteguy, S. Robinson

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

K. Evans called a meeting of the board of trustees of Literacy First Charter Schools to order on Wednesday May 11, 2022 at 5:19 PM.

C. Flag Salute

D. Approve Minutes From April 20, 2022

J. Lewis made a motion to approve the minutes from April 20th 2022 Literacy First Charter School Board of Trustees on 04-20-22.

L. Razooky seconded the motion.

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

E. Approve Current Agenda

L. Razooky made a motion to Approve current agenda.

J. Lewis seconded the motion.

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

F. Public Comment on Agenda Items

None

G. Public Comment on Non-Agenda Items

None

II. Executive Director's Report

A.

School events, program, and staffing update

Debbie Beyer discussed attendance rate held at 95% last month.

AP Testing has begun. Schoolwide testing 3rd - 12th grade begins this week and will continue this month.

This week is School Choice Week. Activities are being conducted on each campus this week. Next week is Teacher Appreciation Week next week for our teachers. Events everyday planned for the teachers.

We are in the process of interviewing new teachers for the 2022-2023 school year. 8th graders are at camp in Pine Valley at camp. 6th grade camp in June, 3rd grade Lions, Tigers, and Bears happening in June, 4th grade is going to Sacramento.

Lottery is Tuesday May 17th.

B. Presentation of teachers who completed the Induction Program

11 teachers and their mentors presented their individual induction program from the past two year and were recognized for completing the Induction Program.

C. 2022-23 Declaration of Need

School leadership recommended that the board approve the 2022-2023 school year Declaration of Need (DON) for fully qualified educators at Literacy First Charter Schools.

L. Razooky made a motion to Approve the 2022-2023 Declaration of Need.

J. Lewis seconded the motion.

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

D. Committee on Assignment

School leadership recommended that the board approve the Committee on Assignment (COA) for Mr. Chris Castberg's assignment to teach high school ceramics in the 2022-2023 school year.

J. Lewis made a motion to Approve the Committee of Assignment for Chris Castberg for 2022-2023 school year.

L. Razooky seconded the motion.

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

E. Charter law regarding board approval of contracts

Tabled until June meeting next month.

F. Approval of 6th grade camp contract

Executive director, Debbie Beyer, recommended the board approve and amend the contract for the next two years for 6th grade camp through SDCOE. This is an amendment from three years to two years.

J. Lewis made a motion to Approve two year contract for 6th grade camp with SDCOE.

L. Razooky seconded the motion.

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

G. 2022-23 LFCS Calendars

Executive director, Debbie Beyer, recommended the board approve the calendars for LFCS and LCHS for the 2022-23 school year.

L. Razoogy made a motion to Approve 2022-2023 school year calendars for LFCS and LCHS.

J. Lewis seconded the motion.

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

III. Chief Business Officer's Report

A. 2021-22 Financial Report as of April 30, 2022

CBO, Steve Robinson, presented current school financials as of April 30, 2022 including the 2021-22 P-2 report.

B. Facilities Update

Steve Robinson presented updates on all 4 campus'. Projects planned are on track for completion for each campus.

C. Update on SOS lawsuits

Steve Robinson updated the board on the two lawsuits filed by SOS in opposition to the construction of our new school site on Chase Ave.

There was a May 6 hearing in the case v. SDCOE. We have not heard results of that hearing.

Regarding the case v. San Diego County Board of Supervisors, the court calendar has been published through June 2022 and this case has not been scheduled.

D. Contracts / Large Purchases Notifications

The CBO would like to inform the board of the following large purchases and executed contracts in the last 30 days:

Perlmutter: 27 white boards for LCHS Alpine; \$8582

Teldata: Installation of the phone system for LCHS Alpine; \$4,428.35

American Made Logistics: JA small projects - Legacy Bricks installation, second story landing repair, dutch door construction on shed; \$6,835 total

American Made Logistics: JA Cross Removal; \$6,470

E. Unused Sick Days for Service Credit Calculation Policy

The CBO, Steve Robinson, recommended the Board approve the LFCS policy to allow employees to include unused sick days in their service credit calculations upon retirement within either CalSTRS or CalPERS.

J. Lewis made a motion to Approved LFCS policy to include unused sick days in service credits upon retirement.

L. Razoogy seconded the motion.

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

F. Resolution 2022-11

The CBO, Steve Robinson, recommended the board approve Resolution 2022-11 to give all LFCS employees a \$3000 retention bonus in fiscal year 2022-23 in response to the pandemic induced staff shortages. ESSER II and ESSER III funds will be used to pay for this bonus as it is a response to the pandemic. The retention bonus will be paid out in equal installments of \$1000 during October 2022, March 2023, and June 2023 payroll cycles on the condition that the employee remains employed at Literacy First Charter Schools during each of these payroll cycles. If an employee leaves Literacy First before the end of the 2022-23 school year and has received one or more of these installments, Literacy First Charter Schools reserves the right to recoup the bonus payments from the employee.

L. Razoogy made a motion to Approve Resolution 2022-11 retention bonus for 2022-2023 school year.

J. Lewis seconded the motion.

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

G. 2022-23 LFCS Salary Schedules

The CBO, Steve Robinson, recommended the board approve the salary schedules for 2022-23.

L. Razoogy made a motion to Approve LFCS 2022-2023 Salary Schedules.

J. Lewis seconded the motion.

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

H. Updated 2021-26 MOU with SDCOE

The CBO, Steve Robinson, recommended the board approve the updated 2021-26 MOU with SDCOE. The only change is the following additional language from a previous MOU that was omitted from the 2021-26 MOU.

8.a.i. The Charter School shall maintain its high school location within the boundaries of the Grossmont Union High School District, and maintain its primary locations (grades kindergarten through eighth) within the Cajon Valley Union School District

J. Lewis made a motion to Approve updated 2021-26 MOU with SDCOE.

L. Razoogy seconded the motion.

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

I. Resolution 2022-12

The CBO, Steve Robison, recommended the board approve Resolution 2022-12, an official notification of the board's support for the school's application to the California

Office of Public School Construction's Charter School Facilities Program to help cover the expenses incurred to rehabilitate the new LCHS site at 1850 Alpine Blvd Alpine, CA 91901. This resolution is a requirement to complete the application

L. Razooky made a motion to Approve Resolution 2022-21.

J. Lewis seconded the motion.

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

J. Junior Academy Wifi network upgrade bid approval

Table until next month.

K. LFCS UPK TK Plan

The CBO, Steve Robinson, presented the school plan for Universal Prekindergarten / Transition Kindergarten as required by recent Ed Code. Schools are required to present their plans to their governing boards no later than June 30, 2022 but not for a vote. LFCS plans to implement the UPK / TK requirements through Freedom Academy. The plan provides responses to the required prompts in the template.

IV. Governance

A. Board Protocols

Tabled until LFCS Board Retreat

B. Committee Assignments

Tabled until LFCS Board Retreat

C. Executive Director, CBO, Board Evaluations

Tabled until LFCS Board Retreat

V. Closed Session

A. Enter Closed Session

L. Razooky made a motion to Enter into Closed Session at 7:45pm.

J. Lewis seconded the motion.

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

B. Real Estate Matters

C. Adjourn Closed Session

P. Schreiber made a motion to End closed session at 8:45pm.

K. Evans seconded the motion.

No action was taken.

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

VI. Closing Items

A. Adjourn Meeting

P. Schreiber made a motion to Adjourn the board meeting at 8:46pm.

K. Evans seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:46 PM.

Respectfully Submitted,

S. Robinson

Coversheet

Approve Amendment to LCHS Alpine Lease

Section: II. Executive Director's Report
Item: A. Approve Amendment to LCHS Alpine Lease
Purpose: Vote
Submitted by:
Related Material: Amendment to LCHS Alpine Lease.pdf

**FIRST AMENDMENT TO FACILITIES USE AGREEMENT BETWEEN
ALPINE SCHOOL DISTRICT AND LITERACY FIRST CHARTER SCHOOLS**

This First Amendment to Facilities Use Agreement (“First Amendment”), dated May 18, 2022, is made by and between Alpine School District, a school district organized and existing under the laws of the State of California (“District”), and Literacy First Charter Schools, a California nonprofit corporation operating the Liberty Charter High School. Literacy First Charter Schools and Liberty Charter High School are collectively referred to as the “Charter School.” The District and the Charter School are individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Charter School has a current, active charter and operates under the authorization of the San Diego County Board of Education (“County Board”).

WHEREAS, the District is the owner of certain real property located at 1850 Alpine Boulevard in Alpine, California 91901, which is more commonly known as the former Alpine Elementary School (the “Site”).

WHEREAS, the Parties entered into that certain Facilities Use Agreement, executed on January 14, 2022 and approved by the District’s Board of Trustees on February 17, 2022, authorizing the Charter School to use the Site and to share use of other District facilities (“Shared Use Facilities”) to operate its high school program for students who are enrolled in ninth through twelfth grade only.

WHEREAS, Section 1.a.ii. of the Facilities Use Agreement requires the Charter School, as a condition of its occupation and use of the Site and Shared Use Facilities, to obtain formal approval from the County Board to materially revise its charter to change the location for its operation of Liberty Charter High School to the Site.

WHEREAS, in consultation with the San Diego County Superintendent of Schools, the Charter School and the District were informed and received confirmation, that the Charter School is authorized to change the location for the operation of Liberty Charter High School to the Site without the need for a material revision to its charter.

WHEREAS, the Parties now desire, through this First Amendment, to amend the Facilities Use Agreement to remove the requirement for the Charter School to materially revise its charter to change the location of its operation of Liberty Charter High School as a condition of its occupation and use of the Site and Shared Use Facilities.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements described in this First Amendment, the Parties agree as follows:


1. Section 2.a.ii. (County Board Action on Material Revision) is hereby deleted and removed from the Facilities Use Agreement in its entirety.
2. Except as otherwise stated herein, the terms of the Facilities Use Agreement shall remain the same.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Facilities Use Agreement between the District and Charter School as of the dates set forth below.

Alpine School District

Name: Dr. Rich Newman

Title: Superintendent

Signature: 

Date: May 18, 2022

Liberty First Charter Schools

Name: _____

Title: _____

Signature: _____

Date: _____

Date of District Board of Trustees Approval: _____

Date of Charter Board of Directors Approval: _____

Coversheet

Junior Academy Wifi network upgrade bid approval

Section: III. Chief Business Officer's Report
Item: B. Junior Academy Wifi network upgrade bid approval
Purpose: Vote
Submitted by:
Related Material: Southland JA Upgrade Quote 4.27.22.pdf
Teldata JA Upgrade Quote 5.10.22.pdf

SOUTHLAND TECHNOLOGY

8053 Vickers St., San Diego, CA 92111
 Tel: 858-694-0932 Fax: 858-694-0938
 Duns: 016379153 GSA: GS-35F-0351N

SALES QUOTE	
SQ-132791	3/8/2022

Customer	Ship To
LITERACY FIRST CHARTER SCHOOLS ACCOUNTS PAYABLE / STEVE ROBINSON 698 WEST MAIN STREET EL CAJON, CA 92020 UNITED STATES Tel: 619-579-7233, 619-316-5839	LITERACY FIRST CHARTER SCHOOLS JASON SMITH 1012 E. BRADLEY AVE. EL CAJON, CA 92021 UNITED STATES

Account	PO #	Reference	Terms	Due Date
4666			Net 15	3/23/2022
Quotation	Account Rep	Ship VIA	Page	
SQ-132791	Jeri Canfield	SALES REP	1	

L	Item	Brand	Description	Qty	Price	UM	Amount
1	058055	RUCKUS	ZONE DIRECTOR 1200 W/5AP LICENSE	1	\$999.00	EA	\$999.00
2			#901-1205-UN00				
3	100938	RUCKUS	LICENSE UPGRADE SINGLE AP FOR ZD1200	10	\$119.00	EA	\$1,190.00
4			#909-0001-ZD12				
5	069497	RUCKUS	SUPP RENEWAL ZD1205 CONTROLLER 1 YR	14	\$214.00	EA	\$2,996.00
6			#821-1205-1000, AP SUPPORT				
7	169759	RUCKUS	WIRELESS ACCESS POINT R750	14	\$1,399.00	EA	\$19,586.00
8			#901-R750-US00				
9	169760	RUCKUS	R850 DUAL BAND 11AX WLESS AP 8X8	0	\$1,649.00	EA	\$0.00
10			#901-R850-US00				
11	SO		C9300L-24UXG4X-EDU, UPoE 24 port switch	1	\$4,999.99	EA	\$4,999.99
12	SO		CISCO REDUNDANT PS, PWR-C1-715WAC-P-RF	1	\$549.00	EA	\$549.00
13	034115	WILLYS	CISCO DNA LICENSE, C9300-DNA-A-24-3Y	1	\$1,699.99	EA	\$1,699.99
14	067620	RUCKUS	POE INJECTOR #902-0180-US00	3	\$89.00	EA	\$267.00
15			FOR REMOTE BUILDING/ SWITCH				
16	007207		NETWORK INSTALLATION (2 TECHs x3days)	1	\$6,000.00	EA	\$6,000.00
17	056848	GENERIC	CABLE CAT5E PLENUM PER FOOT	400	\$0.25	EA	\$100.00
18	502770	PANDUIT	LD 5 10" RACEWAY WHITE #LD5WH10-A	39	\$2.75	EA	\$107.25
19	502772	PANDUIT	LD 5 FLAT 90 # RAFC5WH-X	9	\$2.25	EA	\$20.25
20	502771	PANDUIT	LD 5 COUPLER #CFX5WH-X	26	\$1.85	EA	\$48.10
21	502773	PANDUIT	LD 5 INSIDE CORNNER #ICFC5WH-X	11	\$2.50	EA	\$27.50
22	502774	PANDUIT	LD 5 OUTSIDE CORNER #OCFX5WH-X	5	\$4.25	EA	\$21.25
23	502718	PANDUIT	LD10- LD 5 Raceway Low Volt J Box 1G W	14	\$8.50	EA	\$119.00
24			#JBX3510WH-A				
25	070005	WILLYS	CAT5E COUPLER #DC-102-8CD-5	27	\$4.99	EA	\$134.73

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Page	1
Sub Total	\$38,865.06

SOUTHLAND TECHNOLOGY

8053 Vickers St., San Diego, CA 92111
 Tel: 858-694-0932 Fax: 858-694-0938
 Duns: 016379153 GSA: GS-35F-0351N

SALES QUOTE	
SQ-132791	3/8/2022

Customer	Ship To
LITERACY FIRST CHARTER SCHOOLS ACCOUNTS PAYABLE / STEVE ROBINSON 698 WEST MAIN STREET EL CAJON, CA 92020 UNITED STATES Tel: 619-579-7233,619-316-5839	LITERACY FIRST CHARTER SCHOOLS JASON SMITH 1012 E. BRADLEY AVE. EL CAJON, CA 92021 UNITED STATES

Account	PO #	Reference	Terms	Due Date
4666			Net 15	3/23/2022
Quotation	Account Rep	Ship VIA	Page	
SQ-132791	Jeri Canfield	SALES REP	2	

L	Item	Brand	Description	Qty	Price	UM	Amount
26	502292	PLATINUM	CONNECTOR EACH EZ CAT5 8P/8C MOD PLUG	28	\$0.75	EA	\$21.00
27	AVSUPP	GENERIC	A/V SUPPLIES, CONDUIT & MOUNTING	1	\$400.00	EA	\$400.00
28	007207		EXTEND & OPTIMIZE CABLING (2TECHs x3days)	1.00	\$5,000.00	HOUR	\$5,000.00
29			OVER 13 CLASSROOMS				

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	EC \$2400.755	Exempt	\$12,190.00
	Labor \$0.000	Total Tax	\$2,520.59
	SDMAINT4.00 \$119.840	Total	\$46,806.65
	SUPP \$0.000	Balance	\$46,806.65



Teldata Enterprise Networks
11491 Woodside Avenue
Santee, CA 92071

Phone: (619) 387-2200 Fax: (619) 387-2201



Prepared especially for

Literacy First Charter School, Inc.

On May 10, 2022

Prepared by Mike Bennett

Proposal: 39948
Created: 5/9/2022
Printed: 5/10/2022



Proposal: 39948

PROJECT OVERVIEW

--Wifi System Upgrade--

-Provide and install (14) Ruckus R750, Wi-Fi 6 Wireless Access Points. The WAP's will be installed at or near the existing WAP locations. Three new WAP locations will be added to the existing infrastructure .

-Provide and install (1) Ruckus R850, Wi-Fi 6 Wireless Access Point. This WAP will be installed in the Sanctuary below the audio room.

-Provide and install (1) Ruckus ZoneDirector 1200 with AP Licenses and one year of WatchDog Support. The new device will be installed in place of the existing ZoneDirector.

-Provide and install (2) Ruckus ICX7150 24 port PoE switches with Essential Remote Support. The switches will be installed in the server room or IDF. Each WAP will be connected to the PoE switches unless there isn't a local data cable going to those rooms. In the case that there isn't a data cable going to the server room or IDF the new WAP will be plugged into the existing PoE injector and data cable at the existing location . Switches do not have SFP modules for fiber connectivity, if needed they can be provided on a change order .

-Existing cable infrastructure to be used (including patch cords) with the exception of the three new WAP locations.

-Provide and install (3) Cat6 cables for new WAP locations. The cables will be ran from the closest server room, IDF or switch.

-Installation is to be done during normal business hours.

-Some hardware may be on backorder.



Proposal: 39948

Proposal for Literacy First Charter School, Inc.

1012 East Bradley

El Cajon CA 92021

05/09/2022 Page: 3

Qty	Description
1	ZD 1205, XX, manages up to 5 APs
1	End User WatchDog Support for ZoneDirector 1205, 1 Year
10	ZoneDirector 1200 Single AP License Upgrade SKU. Max orderable upgrade license quantity is 70.
10	End User WatchDog Support for ZoneDirector ONE AP Upgrade 1 yr
2	24X 10/100/1000 POE+ PORTS 24X 10/100/1000 POE+ PORTS 2X 1G RJ45 UPLINK-PORTS 2X 1G SFP AND 2X 10G SFP+ UPLINK-PORTS UPGRADABLE TO 4X 10G SFP+ WITH LICENSE 370W POE BUDGET BASIC L3 (STATIC ROUTING
2	ESSENTIAL REMOTE Support 24X 10/100/1000 POE+ PORTS 2X 1G RJ45 UPLINK-PORTS 2X 1G SFP AND 2X 10G SFP+ UPLINK-PORTS UPGRADABLE TO 4X 10G SFP+ WITH LICENSE 370W POE BUDGET BASIC L3 (STATIC ROUTING
14	R750 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ruckus R750 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul and onboard
1	R850 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit #Ruckus R850 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 8x8:8 streams (5GHz) 4x4:4 streams (2.4GHz), OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3a
300	Cable, 4 Pair, 24 AWG, CMP Rated, Category 6 Cable - Blue
3	CAT6, UTP, 110-TYPE, 8P8C (RJ-45), KEYSTONE JACK T568A/B, BLUE
3	1-PORT SURFACE MOUNT BOX - WHITE
3	Patch Cord Cat-6 3' White
3	Patch Cord Cat-6 5' White
6	LD5 Coupler, White
2	LD5 Inside Corner, White
25	LD5 Raceway, White



Proposal: 39948

1.00 Installables

Material Subtotal	\$30,551.41
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Professional Installation Services Subtotal	\$4,395.00
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Add \$960.00 for a complete Heat Map of access points.



Proposal: 39948

P R I C I N G S U M M A R Y O P T I O N S :

Total Cash Price: **\$38,158.99**

Includes Material and Labor (Unless otherwise stated)

Initial

Cash Terms:

50% due upon acceptance/Remainder due upon cutover

Warranty:

One (1) year equipment warranty and One (1) year Labor (Unless Otherwise Stated)

Lease Option:

The payment on a 0 month term

Lease System: **\$0.00**

Initial

Warranty:

One (1) year equipment warranty and One (1) year Labor (Unless Otherwise Stated)

All contracts are subject to credit approval. All drawings and technical documents disclosed or submitted to customer in connection with this quotation are confidential and shall remain the exclusive property of, and the copyright shall remain vested in, Teldata Enterprise Networks. Such drawings and documents may not, without the prior written consent of Teldata Enterprise Networks be copied, reproduced, disclosed to any third party or used by customer except in connection with dealings between customer and Teldata Enterprise Networks.

C O S T B R E A K D O W N

Your Price:	\$34,946.41
Shipping/Handling:	\$750.00
Sales Tax	\$2,462.58
SubTotal:	\$38,158.99
Total:	\$38,158.99

Prices are firm until 6/8/2022

Quoted by: Mike Bennett, mikeb@teldata.com

Date: 5/9/2022

Accepted by: _____ **Date:** _____

Print Name: _____ **Title:** _____

INSTALLATION TIME FRAME

Normal start of installation is 10 Business Days out from the date deposit received, an expedite fee may occur if an earlier installation date is required



Proposal: 39948

For Clarification, the term Customer/Buyer will be generic and will apply to the customer the agreement is made with.

Terms & Conditions-This Contract is made by and between TELDATA, a California corporation, and Customer effective on date of required payment received. Certain standard terms and conditions will govern all work performed under "Project Overview" referenced above. These terms and conditions are as follows:

WARRANTY-TELDATA warrants for the period of time stated on the schedule attached, that the equipment will be free from defects in material and workmanship. If any defects covered by this warranty appear within the stated period, TELDATA shall have the option of repairing or replacing the equipment at its expense. Such repair or replacement shall be Buyer's exclusive remedy for breach of warranty or for negligence. The warranty period begins on the day of Cutover. However, TELDATA is not obligated to provide warranty service until all terms of payment have been met. This warranty will be voided in its entirety if any of the equipment listed on the schedule(s) attached has been rewired, reworked, altered, serviced, redesigned or maintained by someone other than TELDATA, its subcontractors, assigns or affiliates.

TELDATA shall not be liable for any special or consequential damages or for loss, damage or expense directly or indirectly arising from use of the equipment sold or leased hereunder or arising from Buyer's inability to use the equipment either separately or in combination with any other equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement equipment, or claims of customers of the Buyer.

DAMAGES UPON DEFAULT-Failure of the Buyer to perform any of its obligations under this agreement of any supplemental schedule, or insolvency, or any warranty or statement of Buyer proving to be materially incorrect shall constitute a default. Should default by Buyer occur before delivery of the equipment to Buyer's premise, the Buyer recognizes that TELDATA, in connection with the performance of this agreement will have incurred costs and expenses. Therefore, Buyer agrees that any deposits are nonrefundable as liquidated damages and/or agrees to pay a restocking fee of not less than 25% of the total purchase price, whichever is greater, upon default occurring before delivery and/or cutover of the equipment.

SHOULD DEFAULT OCCUR AFTER DELIVERY OF THE EQUIPMENT-TELDATA may disable the equipment and TELDATA may have the right to enter any premises, and may, without breach of the peace, take possession of the equipment and/or take any other legal right available to it and Buyer shall pay all reasonable costs incurred by TELDATA in repossessing the equipment.

ASSIGNMENT: SUBCONTRACTING-This agreement may be assigned by TELDATA in whole or in part and TELDATA may freely subcontract any and all of the work hereunder, plus shall retain responsibility for work subcontracted under this agreement. The Buyer may not assign this agreement in whole or in part without obtaining the prior written consent of TELDATA which consent shall not be unreasonably withheld.

INTERCONNECTION WITH UTILITIES & FACILITIES-TELDATA'S service shall be limited to the installation of the equipment within the Buyer's premise. Unless otherwise stated on this agreement, Buyer is responsible for all costs associated with cabling and connections required to bring telephone service from the local utility's Minimum Point of Entry (MPOE) to Buyer's premise where TELDATA's installed equipment is located. TELDATA shall not be responsible in the event the utility fails to timely make available interconnect services. TELDATA shall not be obligated to pay the interconnect tariff or other charges of the utility with respect to such services. Delays by carrier for service delivery could be billable to the customer.

LEASE OPTIONS-The information and pricing is an estimate of the lease payments. System may be leased OAC as an option to a cash purchase. Final monthly payment will come from the Leaser. A one time administrative fee may be required by the leasing company.

Scope of Work-Only the scope of work listed in this proposal are the deliverables that shall be expected.-If it not listed or described into the body of the Proposal/Quote, then it is not expected.

SITE PREPARATION & EQUIPMENT DELIVERY-Teldata agrees to furnish the described Equipment and labor for the installation of the equipment. Customer agrees to: (a) furnish and install all conduit, raceway, and to create all holes and wire ways through concrete, plaster, metal floors, walls or ceiling which may be required for the installation of said Equipment;(b) provide all separate commercial AC power circuits required for the operation of the system and associated apparatus: (c) and provide suitable space which is environmentally controlled pursuant to subsequent installation. Teldata shall have no duty, responsibility, or obligation to make any structural alteration(s) or adjustment(s) to the premises to install the Equipment. Customer shall provide Teldata with reasonable access to the premises, and shall furnish elevator service when necessary as well as heat, light, sanitary facilities, electrical power and protection for the Equipment from theft during the installation. Teldata is not responsible for restoring Customer's premises to its original condition upon removal or relocation of any or all of the Equipment. Upon delivery to customer site, customer assumes responsibility for the safeguard and condition of all delivered materials.

Customer Initials _____



Proposal: 39948

OTHER CONTRACT ITEMS (See Project Overview for further exclusions or modifications to this page)

- 1) Permits, bonds and inspection fees are excluded.
- 2) A Preliminary Lien Notice will be filed on all approved contracts over \$5000.00
- 3) All Contracts are subject to credit approval.
- 4) All work to be performed during normal business hours (Monday through Friday 8am-5pm), Holidays not included. Should overtime be required, additional costs shall apply to this contract.
- 5) Unless specifically stated, all cabling per Manufacturers Specifications will be in place prior to installation.
- 6) Unless specifically stated, no telecommunications carrier installation or service charges are included in this contract.
- 7) Unless specifically stated, this quote DOES NOT include the cost for Ethernet Switches, Inline Power Devices, Power Bricks, Patch Cords, Headsets, Analog Phones or UPS Devices.
- 8) Unless Specifically stated, all Ethernet ports needed will be provided by customer.
- 9) Unless Specifically stated no Server or Personal Computer is provided.
- 10) Desk top applications required to be loaded for this contract will require the customer's PC's or servers meet the manufacturer's minimum requirements. A document outlining the requirements will be provided. **Teldata**: will not be responsible for troubleshooting computer related problems for non-conforming computers; is not responsible for configuring or updating customer's PC's or servers to meet the manufacturers requirements; will train authorized customer personnel on the installation process of the Application. Teldata will assist with the installation of the Application on up to four (4) devices.
- 11) Applications requiring integration and configuration on the customer's network and or device will be the responsibility of the customer's IT staff.
- 12) Unless specifically stated this quote does not include any station cabling, neither Voice, Data or Feed Cables.
- 13) Unless specifically stated ground bars and main ground wires from earth ground are provided by others.
- 14) Cordless or DECT Cordless phones only come with a 1 Year Warranty. Batteries are not covered under any warranty period
- 15) TELDATA has no control over QOS from the customer's ISP, Internet Service Provider, we highly recommend dedicated broadband circuits at end of a VOIP deployment from site to site.
- 16) Deployment of VOIP requires pre-screening of network, by a network analysis. This pre-screening is billable, unless this quote is accepted. Network analysis is T&M condition. Reports are the property of Teldata until payment for analysis is received. If customer corrects issues on network, if any, another test will be required to ensure the deployment of VOIP will work. If the test results are positive, then Teldata will deploy VOIP. If the test comes back unacceptable, Teldata will notify the customer and all subsequent tests will be billable. The cost for subsequent tests will be \$150.00. No VOIP will be deployed without testing. Teldata engineers will determine if the scope of work will require this testing.
- 17) Unless otherwise specified all phone system installs are sold as 1 actual extension = 1 voice mail box.
- 18) Any work associated with this project involving ceiling grid, AC Power, floor monuments, pedestals and /or electrical connections are excluded and provided by others.
- 19) Hourly rate based on regular time, non-prevailing wage hours. Should Prevailing Wage requirements apply to this project, Teldata shall amend this proposal to include the additional labor cost for the project. Additionally, if Teldata is instructed to propose a project as non-prevailing wage and subsequent determination is that prevailing wage was required, the customer is responsible for associated additional labor charges.
- 20) Unless specifically stated this quote does not include a lift, Construction/Safety Meetings, Escorts, Covering of Equipment/Furniture, Special Personal Protective Equipment (IE Clean Room Suits)..Additional charges will apply if these are required for the completion of proposal.
- 21) Unless specifically stated this quote requires a (50%) deposit due upon acceptance of this proposal. Project scheduling will commence upon receipt of deposit. If the project completion falls within Thirty (30) calendar days of work, the remaining payment is due upon completion of the project. Should the project exceed Thirty (30) calendar days of work, a progress payment invoice will be submitted. Progress payments are due Fifteen (15) days immediately following the date of the invoice. Upon completion of project, final invoice will be submitted payable upon receipt.
- 22) Any additional requests associated with work not included within this proposal shall be submitted as a separate change order.
- 23) All materials shall be shipped using standard ground shipping. If expedited shipping is needed, additional cost may apply.
- 24) Terms & Conditions from original signed proposal shall apply to all change orders for this project.
- 25) Ring and String to be provided by others at all outlet locations. Ring is defined as mud rings within the walls or boxes to accommodate devices. String is defined as pull string for cabling through conduits provided by others. Additional charges shall apply if ring and string is not provided by the customer or General Contractor.
- 26) 90 days labor and 1 year limited parts warranty per the Audio Visual manufacturer's terms. Extended warranties are available.
- 27) Teldata shall not be liable for charges from any long distance carrier, local utility or similar entity resulting from errors in software, hardware, programming, hacking or call record storage devices.
- 28) Should fire-rated cable be required, Teldata will install it as necessary and invoice Customer for change, only if pre-approved in writing from client.
- 29) Teldata, if authorized in writing, act on behalf of the customer in the correspondence with the local telephone utility in arranging for necessary lines and interconnection facilities, however, shall be held harmless in the event that said lines and facilities are not connected or disconnected on scheduled dates.
- 30) To allow the system to support remote applications, or VoIP phones, changes may need to be made to the customer's network and firewall. Teldata will work with customer's existing IT staff to make the changes or customer can elect to use Teldata's IT support services at T&M Rates.

Customer Initials _____