



Voices College-Bound Language Academies

Board Meeting

Date and Time

Wednesday March 2, 2022 at 2:00 PM PST

Zoom Meeting

<https://us02web.zoom.us/j/84445425805?pwd=MDBWS3JUc0tRNG5zVE1PMUhUzBXZz09>

Meeting ID: 844-4542-5805

Password: 3097

Dial

(408) 638 0968 (San Jose)

Instructions For Presentations To The Board By Parents and Citizens

PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD

At this time, members of the public may address the Board on any issue within the subject matter jurisdiction of the Board that is not listed on this agenda. Members of the public may also address the Board on an agenda item before or during the Board's consideration of the item. Submitted comments may be read into the record to the extent practicable based upon factors such as the length of the agenda and available time. Comments received within the window of the board meeting whether read or not, will be shared with the board and noted in the minutes.

Individual commenters are limited to a single comment per agenda item.

Public comments will be accepted prior to, and during the board meeting, subject to limitations discussed here.

Comments may be read in the order received and will be accepted up to the point each agenda item is heard, acted upon or when the Board President has completed the call for public comment on that agenda item.

Comments submitted during the board meeting but after the agenda item has been called for a vote, or has already been completed will not be read publicly, but may be entered into the record.

Comments should be limited to 400 words or less, and will need to be readable within the time allocated for each comment. These presentations are limited to no more than 15 minutes total and 3 minutes per person. A full comment may not be read if the length of time to read the comment exceeds the designated limit. No action can

be taken on an item not on the agenda at this time but may be referred to the administration or put on a future agenda.

1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
 2. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or majority of all, of the Board members shall be available for public inspection at 6840 Via Del Oro, Suite #160. San Jose, CA 95119.
 3. REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY:
Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting Lizzette Ramirez at (408)791-1609 Ex.1052
 4. All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The executive director recommends approval of all consent items.
 5. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.
 6. All time duration are estimates and may run shorter or longer.
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Agenda

	Purpose	Presenter	Time
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I. Opening Items

2:00 PM

Opening Items

A. Record Attendance

B. Call the Meeting to Order

C. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency	Vote
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The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e) (1)(B), that meeting in person would present imminent risks to health or safety of attendees. Pursuant to Government Code Section 54953(3), the

	Purpose	Presenter	Time
Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.			

D. Public Comment (on items not on the Agenda)

Non-agenda items: No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the board may give direction to staff following a presentation.

II. Consent Items

- | | | |
|-----------|---|--------------------|
| A. | Approve Minutes | Approve
Minutes |
| | Approve minutes for Board Meeting on January 28, 2022 | |
| B. | Approve revised 21-22 calendar for Voices WCC | Vote |
| C. | Approve Category 2 Erate funding for 2022-23 | Vote |

III. Board Business

- | | | | |
|-----------|--|------|--------------|
| A. | Approve 2nd interim financials for Voices FS, MH, MP, WCC and ST | Vote | |
| B. | COVID Updates | FYI | Frances Teso |
| C. | Committee updates | FYI | |
| | -Finance Committee | | |
| | -Governance Committee | | |
| D. | Form 700 | FYI | Frances Teso |

IV. Closed Session

- A.** Public Employee Performance Evaluation- CEO
(Pursuant to Gov. Code Section 54957(b)(1).)

	Purpose	Presenter	Time
and Anticipated Litigation (Pursuant to Gov. Code § 54956.9(d)(2) or (3))			
V. Reconvene Open Session			
A. Report on action taken in closed session	FYI		
VI. Closing Items			
A. Adjourn Meeting	Vote		

Coversheet

Approve Minutes

Section:	II. Consent Items
Item:	A. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board Meeting on January 28, 2022

APPROVED



Voices College-Bound Language Academies

Minutes

Board Meeting

Date and Time

Friday January 28, 2022 at 3:00 PM

Zoom Meeting

<https://us02web.zoom.us/j/84445425805?pwd=MDBWS3JUc0tRNG5zVE1PMUhpUzBXZz09>

Meeting ID: 844-4542-5805

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Directors Present

A. Miller (remote), D. Cadette (remote), I. Connell (remote), K. Wisckol (remote), S. Perez (remote), S. Sandoval (remote)

Directors Absent

W. Plasencia

Directors who arrived after the meeting opened

K. Wisckol

Non Voting Members Present

F. Teso (remote)

Guests Present

L. Ramirez (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

S. Sandoval called a meeting of the board of directors of Voices College-Bound Language Academies to order on Friday Jan 28, 2022 at 3:07 PM.

C. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency

I. Connell made a motion to approve Board Findings Relating to Teleconference meetings during State of Emergency.

D. Cadette seconded the motion.

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

Roll Call

K. Wisckol	Absent
S. Sandoval	Aye
D. Cadette	Aye
A. Miller	Aye
W. Plasencia	Absent
I. Connell	Aye
S. Perez	Aye

D. Public Comment (on items not on the Agenda)

No public comments.

II. Consent Items

A. Approve Minutes

D. Cadette made a motion to approve the minutes from Board Meeting on 12-01-21.

I. Connell seconded the motion.

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

Roll Call

S. Sandoval	Aye
I. Connell	Aye
A. Miller	Aye
D. Cadette	Aye
K. Wisckol	Aye
S. Perez	Aye
W. Plasencia	Absent

K. Wisckol arrived.

B.

Approve SARC for Voices FS, MH, MP, WCC, and ST

D. Cadette made a motion to approve SARC for Voices FS, MH, MP, WCC, and ST.

I. Connell seconded the motion.

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

Roll Call

A. Miller	Aye
D. Cadette	Aye
I. Connell	Aye
W. Plasencia	Absent
K. Wisckol	Aye
S. Perez	Aye
S. Sandoval	Aye

III. Board Business

A. 20-21 Audit Report

Dena Koren, EdTech discussed 20-21 Audit Report.

A. Miller made a motion to to accept the 20-21 audit report.

D. Cadette seconded the motion.

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

Roll Call

S. Sandoval	Aye
D. Cadette	Aye
W. Plasencia	Absent
I. Connell	Aye
A. Miller	Aye
S. Perez	Aye
K. Wisckol	Aye

B. Voices Academies ESSER III Safe Return to InPerson Instruction and Continuity of Services Plan for Voices FS, MH, MP, WCC, ST (revised 01.2022)

K. Wisckol made a motion to approve Voices Academies ESSER III Safe Return to In-Person Instruction and Continuity of Services Plan for Voices FS, MH, MP, WCC, ST (revised 01.2022).

I. Connell seconded the motion.

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

Roll Call

S. Sandoval	Aye
I. Connell	Aye
S. Perez	Aye
A. Miller	Aye
W. Plasencia	Absent
D. Cadette	Aye

Roll Call

K. Wisckol Aye

C. Approve ESSER III Plan for ST

D.Koren, EdTech discussed ESSER III Plan for ST

A. Miller made a motion to approve ESSER III Plan for ST.

I. Connell seconded the motion.

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

Roll Call

W. Plasencia Absent

A. Miller Aye

D. Cadette Aye

K. Wisckol Aye

I. Connell Aye

S. Sandoval Aye

S. Perez Aye

D. LCAP Supplemental Presentation for Voices FS, MH, MP, WCC, and ST

Dena Koren, EdTech, presented via power point, LCAP Supplemental for Voices FS, MH, MP, WCC & ST.

E. Committee updates

Finance Committee presented via power point, updates.

No updates from the Governance Committee.

IV. Closed Session

A. Public Employee Performance Evaluation- CEO (Pursuant to Gov. Code Section 54957(b)(1).) and Anticipated Litigation (Pursuant to Gov. Code § 54956.9(d)(2) or (3))

Closed session adjourned at 3:46 PM.

No public comments.

V. Reconvene Open Session

A. Report on action taken in closed session

Reconvened Open session at 5:47 PM.

No actions taken during closed session.

VI. Closing Items

A. Adjourn Meeting

K. Wisckol made a motion to adjourn meeting.

D. Cadette seconded the motion.

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

Roll Call

K. Wisckol Aye

D. Cadette Aye

A. Miller Aye

S. Sandoval Aye

S. Perez Aye

W. Plasencia Absent

I. Connell Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:48 PM.

Respectfully Submitted,

L. Ramirez

Coversheet

Approve revised 21-22 calendar for Voices WCC

Section:	II. Consent Items
Item:	B. Approve revised 21-22 calendar for Voices WCC
Purpose:	Vote
Submitted by:	
Related Material:	2021-22 WCC Bell Schedule REV 2021.pdf

Voices College-Bound Language Academy (WCC)
Bell Schedule SY 21-22

Regular Day Schedule	Minimum Day Schedule
Kinder Regular Day 8:00-9:25 (85) 9:25 - 9:40 Recess (15) 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-2:05 (95) 2:05-2:20 Snack Recess (15) 2:20-4:00 Dismissed (105)	Kinder Minimum Day 8:00-9:25 (85) 9:25 - 9:40 Recess (15) 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
First Grade Regular Day 8:00-9:40 (100) 9:40-9:55 Recess <15> 9:55-11:00 (65) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-1:45 (75) 1:45-2:00 Snack Recess <15> 2:00-4:00 Dismissed (120)	First Grade Minimum Day 8:00-9:40 (100) 9:40-9:55 Recess <15> 9:55-11:00 (65) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
Second Grade Regular Day 8:00-9:25 (85) 9:25 - 9:40 Recess <15> 9:40 - 11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-1:45 (75) 1:45 - 2:00 Snack Recess <15> 2:00 - 4:00 Dismissed (120)	Second Grade Minimum Day 8:00-9:25 (85) 9:25 - 9:40 Recess <15> 9:40 - 11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
Third Grade Regular Day 8:00-9:45 (105) 9:45 - 10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:30 (60) 1:30 - 1:45 Snack Recess <15> 2:00 - 4:00 Dismissed (120)	Third Grade Minimum Day 8:00-9:45 (105) 9:45 - 10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Lunch <30> 11:30-12:30 (60)

Fourth Grade Regular Day 8:00-9:45 (105) 9:45 - 10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:30 (60) 1:30 - 1:45 Snack Recess <15> 1:45 -4:00 Dismissed (135)	Fourth Grade Minimum Day 8:00-9:45 (105) 9:45 - 10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
Fifth Grade Regular Day 8:00-9:30 (90) 9:30 - 9:45 Recess <15> 9:45-11:00 (75) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:45 (60) 1:30 - 1:45 Snack Recess <15> 2:00 -4:00 Dismissed (120)	Fifth Grade Minimum Day 8:00-9:30 (90) 9:30 - 9:45 Recess <15> 9:45-11:00 (75) 11:00-11:30 Lunch <30> 11:30-12:30 (60)

Coversheet

Approve Category 2 Erate funding for 2022-23

Section: II. Consent Items

Item: C. Approve Category 2 Erate funding for 2022-23

Purpose: Vote

Submitted by:

Related Material:

2022 DSC Voices erate Cabling contract.pdf

2022 DSC Voices erate Hardware contract.pdf

NetDiverse Sales Order- Voices College-Bound Language Academies Form 470 22001389422420 22.pdf

Digital Synergy Consulting, Inc. Erate Agreement

Computer Consulting Services Agreement

This Consulting Services Agreement (the "Agreement") is entered on 2/24/2022 by and between Voices College-Bound Language Academies ("School District/Library"), located at 6840 Via Del Oro, Suite 160 San Jose, CA 95119 and Digital Synergy Consulting, Inc., a California Corporation, located at 15021 Ventura Blvd #501 Sherman Oaks, CA 91403 ("Consultant"). In consideration of the promises made herein, the parties hereto agree as follows:

1. **Basic Maintenance of Internal Connections. Managed Internal Broadband Services:** Company desires to retain Consultant and Consultant hereby agrees to provide technical services as a Consultant on behalf of Company, such services as are more clearly defined on the "Schedule of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "Services"). Consultant understands that prompt performance of all work under the Agreement is required by Company in order to meet Company's schedules and commitments, and that time is of the essence of this Agreement. Consultant, however, shall not be responsible for any delays that are not due to its own fault or negligence and that could not have been reasonably foreseen or avoided.

2. **Term:** This Agreement shall commence as of the date first set forth above and shall continue for a term of three (3) years (the "Initial Term"). After expiration of the Initial Term, this Agreement shall be renewed automatically on an annual basis, provided neither party provides written notice of the intent to terminate this Agreement no less than thirty (30) days prior to the end of the Initial Term or any renewed term thereafter.

3. **Compensation:** In conjunction with the Services provided herein, Consultant shall receive payment as defined in agreement attached. Nothing contained herein shall pertain to services provided which in Consultant's sole discretion, are of an emergency nature and are thus outside the scope of the Services or require outside sub-contractors. Such emergency services shall be charged at the rate set forth on Exhibit "A". Payment is due upon presentation of the statement on the first of each month. Any statement unpaid for more than 30 days shall be subject to interest at the legal rate.

4. **Expenses:** Any and all expenses that must reasonably be incurred in the performance of this Agreement, including but not limited to, hardware and software, shall be paid for by Company.

5. **Termination of Contract:** This Agreement may be terminated (a) within 30 days by the mutual written consent of the parties; (b) by the expiration of the term as set forth in Paragraph 2 herein; or (c) If either party breaches any material term in this Agreement and fails to remedy the breach within ten (10) days from the date of written demand to cure by the other party, the breaching party is in default. On Company's default, Consultant may by notice do any or all of the following: (i) declare any unpaid sums immediately due and payable, including any sums due and owing through the end of the Initial Term or any renewed term; (ii) suspend performance; or (iii) terminate this Agreement.

6. **Confidential Information:** All cards, tapes, disks, other media, processes, reports, and information of any nature that are made available by Company or that become available to Consultant by virtue of this Agreement, or the relationship created by this Agreement, shall be held in strict confidence by Consultant. The confidential disclosures that are made or confidential information that is made or becomes available to Consultant is made in reliance on this promise. Information will not be considered confidential: (a) to the extent that it is or becomes public knowledge through no fault or negligence of Consultant; (b) that is rightfully disclosed by some third party; or (c) that is already known to Consultant and has not been obtained in confidence from the other party prior to the date of this Agreement.

7. **Warranty and Limitation Of Liability:**

(a) Consultant warrants that its undertakings hereunder shall be performed in a professional and workmanlike manner and that it will provide the Services in accordance with this Agreement.

(b) Consultant shall not be held responsible for problems caused due to Company error. Company shall have in place an industry standard Best Practices Policy regarding, among others, internet use, email usage, and virus control. Due to the nature of personal computers and computers in general, Consultant does not warrant or guarantee any work after it has been performed. Once work is completed, Consultant shall demonstrate that the work is complete and functional.

(c) OTHER THAN PARAGRAPH 7(a), NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, BY CONSULTANT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



Digital Synergy Consulting, Inc. Erate Agreement

8. **Indemnification:** Consultant and Company shall each indemnify, defend and hold harmless the other from and against any third party claims for loss, damage, expense (Including attorney's fees) liability and claims for death or personal injury or physical damage to property caused by the negligent acts or omissions of the other party, its employees, agents or subcontractors.

9. **Subcontracting:** Consultant may subcontract any of the services to be performed hereunder to any individual or company as Consultant may deem appropriate.

10. **Non Solicitation of Employees:** Company shall not induce or attempt to cause any employee of the Consultant to leave said employment with Consultant or to hire any of Consultant's employees for any period that this Agreement is in effect and for a period of two (2) years following the termination of this Agreement. As damages are hard to determine for a breach of this section, the parties agree that a liquidated damage of Sixty Thousand Dollars (\$60,000.00), equal to six (6) months compensation for the employee solicited, shall be paid to Consultant.

11. **Arbitration of Disputes:** Any dispute or claim in law or equity arising out of this Agreement shall be decided by neutral binding arbitration in accordance with the rules of the American Arbitration Association and not by a court action except as provided by California law for judicial review of arbitration proceedings. All parties waive expressly their right to a Jury Trial with regard to any claim in law or equity arising out of this Agreement. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05.

12. **Attorney's Fees:** In any action or proceeding brought by one Party against another party to enforce or interpret any provision of this Agreement, or any action or proceeding brought by one Party against another Party in which any provision hereof is validly asserted as a defense by one Party against another Party, the prevailing Party shall be entitled to recover its actual attorneys' fees.

13. **DAMAGES:** IN NO EVENT CONSULTANT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE SERVICES, OR FOR ANY CLAIM BY ANY THIRD PARTY (INCLUDING FOR INTELLECTUAL PROPERTY INFRINGEMENT), EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF CONSULTANT TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL SERVICE FEES PAID BY YOU TO CONSULTANT IN THE THREE MONTHS PRIOR TO THE EVENT CAUSING LIABILITY.

14. **Notices:** Any notice required or permitted to be given under this Agreement shall be deemed properly given at the time it is personally delivered or mailed, properly addressed and postpaid, to the addresses set forth above.

15. **Amendment:** This Agreement shall not be amended except in writing and signed by both parties hereto.

16. **Successors:** Each and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. "Successor" shall include any person or persons who, directly, or indirectly, whether in a single transaction or a series of transactions, acquires more than fifty percent (50%) of the assets or equity of a party hereto.

17. **Choice of Law:** This Agreement shall be governed by and construed under the laws of the State of California.

18. **Entire Agreement:** This Agreement represents the entire agreement of the parties hereto and supersedes and extinguishes any prior written or oral agreements or understanding, including any proposal, quotation or estimate.

19. **Severability:** Should any provision of this Agreement be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without the invalid or unenforceable provisions.



Digital Synergy Consulting, Inc. E-rate Agreement

20. **Authority:** Each person executing this Agreement represents that they have the Authority to bind their respective company to the terms and conditions herein and that there is no law or conflicting Agreement that shall in any way restrict full performance of this Agreement.

Additional E-rate Specific agreement language

CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE FUNDING YEAR 2022

This agreement is by and between the **Voices College-Bound Language Academies** School District/Library ("The District" or "The Library") and **Digital Synergy Consulting, Inc.** ("Service Provider") for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 2022 effort. Service Provider was selected based on Service Provider's response to our RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, invoicing and all other transactions associated with the project. The term of this contract shall commence on April 1, 2022 and shall terminate on September 30, 2025 for non-recurring services. This contract can be renewed for two additional 1 year terms.

The contract may be subject to the Owner receiving E-rate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the E-Rate Year fiscal year ending September 30, 2023 or until all work associated with the project(s) are complete (including any SLD approved extensions). The work shall be subject to the following conditions:

- A. Service Provider holds a valid Service Provider Identification Number (SPIN) and is not "Red-Light Status" with the FCC.
- B. These services may depend on partial funding from the E-rate program.
- C. The District expects Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- D. Contract may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- E. The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount unless the applicant elects to proceed without receipt of a Funding Commitment Decision letter.
- F. No E-rate USAC billing can take place before July 1, 2022. If District elects to take delivery after April 1, 2021 but prior to Receipt of a Funding Commitment Decision letter then District is liable for all amounts and agrees to pay progress payments and invoice USAC via the Billed Entity Application for Reimbursement (Form 472). Service Provider and Customer agree that Customer may intend to recover funds from the E-rate program via the Billed Entity Application for Reimbursement process. Both parties agree that delivery of Internal Connections services cannot begin prior to April 1st of the Funding Year for which Funds are sought. Both parties agree that, due to supply chain issues causing long lead times, the equipment portion of this agreement may be ordered and invoiced prior to April 1st, with delivery of the equipment occurring after that date.
- G. No installation work can take place before April 1, 2022.
- H. In the event of questions during the E-Rate audit process, Service Provider is expected to reply within 3 days to questions associated with their proposal.
- I. All work is subject to the 100% approval of the project or purchase by the FCC under the E-rate discount program of the Telecommunications Act of 1996 unless otherwise approved by District



Digital Synergy Consulting, Inc. Erate Agreement

- J. The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District.
- K. Service Provider will be responsible for procuring the discounted amount from the SLD unless District elects otherwise.
- L. In addition, District reserves the right to fund, or partially fund (proceed with project or purchase) or not to fund regardless of E-rate approval.
- M. It is understood that, subject to state and local law, this contract is for 3 years with 2 voluntary annual renewals (5 years)
- N. District agrees to promptly file Form 486 - Receipt of Service Confirmation upon receipt of a Funding Commitment Decision Letter.
- O. The contractor will submit all pricing in the Form 471 Item 21 format found at <http://www.usac.org/sl/tools/forms/471-templates.aspx>
- P. District agrees to promptly respond to Invoicing Service Certification requests. District agrees that a failure on its part to file a Service Certification in a timely manner will result in the loss of funding to the Service Provider and would therefore become liable for any unpaid amounts.
- Q. District agrees that progress payments based on percentage of completion and partial delivery of equipment are acceptable. Annual invoicing for Managed Internal Broadband Services in advance is acceptable.
- R. A party shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. This includes delay or inability to secure products, parts, materials, fuel, supplies, equipment, or power at reasonable prices or in sufficient amounts through usual sources of supply due to government action. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event *force majeure* continues longer than 120 days, either party may terminate the Agreement.

The Voices College-Bound Language Academies School District agrees to pay the contract amount of \$96,195.30. See Attachment for the bill of materials.

Service Provider:Digital Synergy Consulting, Inc.

SPIN: 143036385

Signature: _____

Printed Name: Ken HagopianTitle: CEO

Date: _____

School District:Voices College-Bound Language Academies

Billed Entity Number: 17003350

Signature: _____

Print Name: _____

Title: _____

Date: _____



DIGITAL SYNERGY
INFORMATION TECHNOLOGY

15021 Ventura Blvd. #501 Sherman Oaks, CA 91403

Digital Synergy Consulting Inc.

Quote



From:

Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for:

Haley Coughlin
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
321 E Weber Ave
Stockton, CA 95202
United States

hcoughlin@voicescharterschool.com

Quantity	Description	Unit Price	Ext. Price
1.00	Voices Stockton	\$0.00	\$0.00
37.00	Cabling CAT6 Non-Plenum, basic drops assumptions: existing pathways, no conduit runs required or room in existing conduits, no surface raceway required. Per drop cost All drops tagged, terminated and certified with Fluke DSX-5000 -	\$210.00	\$7,770.00
2.00	CAT6 24 Ports Patch Panel	\$150.00	\$300.00
74.00	Patch Cable Length as required 1-7 Feet Cat6	\$8.00	\$592.00
200.00	Basic Wire Molding per foot pricing cost.	\$5.00	\$1,000.00
1.00	Fire Retardant	\$400.00	\$400.00
1.00	Note: ** Included in case we need Fiber	\$0.00	\$0.00
1.00	Possible Fiber Place Holder	\$5,000.00	\$5,000.00
1.00	Labor/Installation	\$1,200.00	\$1,200.00
1.00	10% Budget Contingency placeholder in case conduit, or scope changes are needed.	\$1,600.00	\$1,600.00
1.00	Performance Bond Cost	\$650.00	\$650.00
1.00	Note: All items on this quote are 100% Erate eligible. There are no Ineligible Items.	\$0.00	\$0.00
Minimum of 2 schools projects must be scheduled at the same time.		Subtotal:	\$18,512.00
		Sales Tax:	\$656.28
		Total:	\$19,168.28

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc.

Quote



From:

Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for:

Haley Coughlin
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
201 28th Street, Richmond
Richmond, CA 94804
United States

hcoughlin@voicescharterschool.com

Quantity	Description	Unit Price	Ext. Price
1.00	WCC	\$0.00	\$0.00
60.00	Cabling CAT6 Non-Plenum, basic drops assumptions: existing pathways, no conduit runs required or room in existing conduits, no surface raceway required. Per drop cost All drops tagged, terminated and certified with Fluke DSX-5000 -	\$210.00	\$12,600.00
3.00	CAT6 24 Ports Patch Panel	\$150.00	\$450.00
120.00	Patch Cable Length as required 1-7 Feet Cat6	\$8.00	\$960.00
400.00	Basic Wire Molding per foot pricing cost.	\$5.00	\$2,000.00
1.00	Fire Retardant	\$400.00	\$400.00
1.00	Note: ** Included in case we need Fiber	\$0.00	\$0.00
1.00	Possible Fiber Place Holder	\$5,000.00	\$5,000.00
1.00	Labor/Installation	\$1,200.00	\$1,200.00
1.00	10% Budget Contingency placeholder in case conduit, or scope changes are needed.	\$2,261.00	\$2,261.00
1.00	Performance Bond Cost	\$905.00	\$905.00
1.00	Note: All items on this quote are 100% Erate eligible. There are no Ineligible Items.	\$0.00	\$0.00
Minimum of 2 schools projects must be scheduled at the same time.		Subtotal:	\$25,776.00
		Sales Tax:	\$858.98
		Total:	\$26,634.98

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc.

Quote



From:

Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for:

Haley Coughlin
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
14271 Story Road
San Jose, CA 95127
United States

hcoughlin@voicescharterschool.com

Quantity	Description	Unit Price	Ext. Price
1.00	Voices Mt. Pleasant	\$0.00	\$0.00
16.00	Cabling CAT6 Non-Plenum, basic drops assumptions: existing pathways, no conduit runs required or room in existing conduits, no surface raceway required. Per drop cost All drops tagged, terminated and certified with Fluke DSX-5000 -	\$210.00	\$3,360.00
2.00	CAT6 24 Ports Patch Panel	\$150.00	\$300.00
32.00	Patch Cable Length as required 1-7 Feet Cat6	\$8.00	\$256.00
600.00	Basic Wire Molding per foot pricing cost. Conduit between portables?	\$5.00	\$3,000.00
1.00	Fire Retardant	\$400.00	\$400.00
1.00	Note: ** Included in case we need Fiber	\$0.00	\$0.00
1.00	Possible Fiber Place Holder	\$5,000.00	\$5,000.00
1.00	Labor/Installation	\$1,200.00	\$1,200.00
1.00	10% Budget Contingency placeholder in case conduit, or scope changes are needed.	\$1,352.00	\$1,352.00
1.00	Performance Bond Cost	\$550.00	\$550.00
1.00	Note: All items on this quote are 100% Erate eligible. There are no Ineligible Items.	\$0.00	\$0.00
Minimum of 2 schools projects must be scheduled at the same time.		Subtotal:	\$15,418.00
		Sales Tax:	\$806.04
		Total:	\$16,224.04

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc.

Quote



From:

Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for:

Haley Coughlin
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
610 Jarvis Drive
Morgan Hill, CA 95037
United States

hcoughlin@voicescharterschool.com

Quantity	Description	Unit Price	Ext. Price
1.00	Voices Morgan Hill	\$0.00	\$0.00
68.00	Cabling CAT6 Non-Plenum, basic drops assumptions: existing pathways, no conduit runs required or room in existing conduits, no surface raceway required. Per drop cost All drops tagged, terminated and certified with Fluke DSX-5000 -	\$210.00	\$14,280.00
3.00	CAT6 24 Ports Patch Panel	\$150.00	\$450.00
136.00	Patch Cable Length as required 1-7 Feet Cat6	\$8.00	\$1,088.00
2.00	12U LINIER(r) Swing-Out Wall Mount Cabinet * * Included in case we need it on 3rd or 4th floor.	\$850.00	\$1,700.00
1,000.00	Basic Wire Molding per foot pricing cost.	\$5.00	\$5,000.00
1.00	Fire Retardant B1 Polyurethane Foam & Application Flame and smoke index: 10 & 35, Class A rating Flammability class: B1 according to DIN4102 part 1	\$1,250.00	\$1,250.00
1.00	Note: * * Included in case we need Fiber	\$0.00	\$0.00
1.00	6F Indoor Outdoor Single Mode - 25 Year warranty	\$5,000.00	\$5,000.00
1.00	Labor/Installation	\$1,200.00	\$1,200.00
1.00	10% Budget Contingency placeholder in case conduit, or scope changes are needed.	\$3,000.00	\$3,000.00
1.00	Performance Bond Cost	\$1,200.00	\$1,200.00
1.00	Note: All items on this quote are 100% Erate eligible. There are no Ineligible Items.	\$0.00	\$0.00
Minimum of 2 schools projects must be scheduled at the same time.		Subtotal:	\$34,168.00
		Sales Tax:	\$0.00
		Total:	\$34,168.00

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting, Inc.

EXHIBIT "A" SCHEDULE OF SERVICES

ON-SITE SERVICE:

Policy: It is the policy of Digital Synergy Consulting, Inc. to schedule appointments within one working days of service request.

Rates: All on-site service calls are invoiced as a one-hour minimum portal to portal. Parking expenses will be reimbursed.

OFF-SITE SERVICES: Off-site services are available both by telephone and remote access.

- **TELEPHONE SUPPORT SERVICE:** Telephone service is available to all clients.
 - **RATES:** All telephone services are invoiced in twenty-minute increments at the applicable rates.
 - **REMOTE SERVICE:** Remote service is available to clients that have remote access capabilities.
 - **RATES:** All remote services are invoiced in twenty-minute increments at the applicable rates.
-

Service Definition:

IT Support services, BMIC, or MIBS, or single project pricing as requested on 470.

EMERGENCY SERVICES NOT INCLUDED IN SCHEDULE OF SERVICES

EMERGENCY SERVICES: On-site, remote, and telephone service is available for emergency services. Examples of emergencies include but are not limited to:

- Loss of access to server / Network failure / Wireless Failure
- **EMERGENCY SERVICE POLICY:** It is the policy of Digital Synergy Consulting, Inc. to respond to an emergency call via telephone within one hour. If the emergency persists, it is the policy of Digital Synergy Consulting, Inc. to dispatch a technician within four hours.
- **RATES:** All emergency calls are invoiced at the applicable "after hours/emergency rate." Current emergency rate is \$225 per hour.



Digital Synergy Consulting, Inc. Erate Agreement

Computer Consulting Services Agreement

This Consulting Services Agreement (the "Agreement") is entered on 2/24/2022 by and between Voices College-Bound Language Academies ("School District/Library"), located at 6840 Via Del Oro, Suite 160 San Jose, CA 95119 and Digital Synergy Consulting, Inc., a California Corporation, located at 15021 Ventura Blvd #501 Sherman Oaks, CA 91403 ("Consultant"). In consideration of the promises made herein, the parties hereto agree as follows:

1. **Basic Maintenance of Internal Connections. Managed Internal Broadband Services:** Company desires to retain Consultant and Consultant hereby agrees to provide technical services as a Consultant on behalf of Company, such services as are more clearly defined on the "Schedule of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "Services"). Consultant understands that prompt performance of all work under the Agreement is required by Company in order to meet Company's schedules and commitments, and that time is of the essence of this Agreement. Consultant, however, shall not be responsible for any delays that are not due to its own fault or negligence and that could not have been reasonably foreseen or avoided.

2. **Term:** This Agreement shall commence as of the date first set forth above and shall continue for a term of three (3) years (the "Initial Term"). After expiration of the Initial Term, this Agreement shall be renewed automatically on an annual basis, provided neither party provides written notice of the intent to terminate this Agreement no less than thirty (30) days prior to the end of the Initial Term or any renewed term thereafter.

3. **Compensation:** In conjunction with the Services provided herein, Consultant shall receive payment as defined in agreement attached. Nothing contained herein shall pertain to services provided which in Consultant's sole discretion, are of an emergency nature and are thus outside the scope of the Services or require outside sub-contractors. Such emergency services shall be charged at the rate set forth on Exhibit "A". Payment is due upon presentation of the statement on the first of each month. Any statement unpaid for more than 30 days shall be subject to interest at the legal rate.

4. **Expenses:** Any and all expenses that must reasonably be incurred in the performance of this Agreement, including but not limited to, hardware and software, shall be paid for by Company.

5. **Termination of Contract:** This Agreement may be terminated (a) within 30 days by the mutual written consent of the parties; (b) by the expiration of the term as set forth in Paragraph 2 herein; or (c) If either party breaches any material term in this Agreement and fails to remedy the breach within ten (10) days from the date of written demand to cure by the other party, the breaching party is in default. On Company's default, Consultant may by notice do any or all of the following: (i) declare any unpaid sums immediately due and payable, including any sums due and owing through the end of the Initial Term or any renewed term; (ii) suspend performance; or (iii) terminate this Agreement.

6. **Confidential Information:** All cards, tapes, disks, other media, processes, reports, and information of any nature that are made available by Company or that become available to Consultant by virtue of this Agreement, or the relationship created by this Agreement, shall be held in strict confidence by Consultant. The confidential disclosures that are made or confidential information that is made or becomes available to Consultant is made in reliance on this promise. Information will not be considered confidential: (a) to the extent that it is or becomes public knowledge through no fault or negligence of Consultant; (b) that is rightfully disclosed by some third party; or (c) that is already known to Consultant and has not been obtained in confidence from the other party prior to the date of this Agreement.

7. **Warranty and Limitation Of Liability:**

(a) Consultant warrants that its undertakings hereunder shall be performed in a professional and workmanlike manner and that it will provide the Services in accordance with this Agreement.

(b) Consultant shall not be held responsible for problems caused due to Company error. Company shall have in place an industry standard Best Practices Policy regarding, among others, internet use, email usage, and virus control. Due to the nature of personal computers and computers in general, Consultant does not warrant or guarantee any work after it has been performed. Once work is completed, Consultant shall demonstrate that the work is complete and functional.

(c) OTHER THAN PARAGRAPH 7(a), NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, BY CONSULTANT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



Digital Synergy Consulting, Inc. Erate Agreement

8. **Indemnification:** Consultant and Company shall each indemnify, defend and hold harmless the other from and against any third party claims for loss, damage, expense (Including attorney's fees) liability and claims for death or personal injury or physical damage to property caused by the negligent acts or omissions of the other party, its employees, agents or subcontractors.

9. **Subcontracting:** Consultant may subcontract any of the services to be performed hereunder to any individual or company as Consultant may deem appropriate.

10. **Non Solicitation of Employees:** Company shall not induce or attempt to cause any employee of the Consultant to leave said employment with Consultant or to hire any of Consultant's employees for any period that this Agreement is in effect and for a period of two (2) years following the termination of this Agreement. As damages are hard to determine for a breach of this section, the parties agree that a liquidated damage of Sixty Thousand Dollars (\$60,000.00), equal to six (6) months compensation for the employee solicited, shall be paid to Consultant.

11. **Arbitration of Disputes:** Any dispute or claim in law or equity arising out of this Agreement shall be decided by neutral binding arbitration in accordance with the rules of the American Arbitration Association and not by a court action except as provided by California law for judicial review of arbitration proceedings. All parties waive expressly their right to a Jury Trial with regard to any claim in law or equity arising out of this Agreement. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05.

12. **Attorney's Fees:** In any action or proceeding brought by one Party against another party to enforce or interpret any provision of this Agreement, or any action or proceeding brought by one Party against another Party in which any provision hereof is validly asserted as a defense by one Party against another Party, the prevailing Party shall be entitled to recover its actual attorneys' fees.

13. **DAMAGES:** IN NO EVENT CONSULTANT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE SERVICES, OR FOR ANY CLAIM BY ANY THIRD PARTY (INCLUDING FOR INTELLECTUAL PROPERTY INFRINGEMENT), EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF CONSULTANT TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL SERVICE FEES PAID BY YOU TO CONSULTANT IN THE THREE MONTHS PRIOR TO THE EVENT CAUSING LIABILITY.

14. **Notices:** Any notice required or permitted to be given under this Agreement shall be deemed properly given at the time it is personally delivered or mailed, properly addressed and postpaid, to the addresses set forth above.

15. **Amendment:** This Agreement shall not be amended except in writing and signed by both parties hereto.

16. **Successors:** Each and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. "Successor" shall include any person or persons who, directly, or indirectly, whether in a single transaction or a series of transactions, acquires more than fifty percent (50%) of the assets or equity of a party hereto.

17. **Choice of Law:** This Agreement shall be governed by and construed under the laws of the State of California.

18. **Entire Agreement:** This Agreement represents the entire agreement of the parties hereto and supersedes and extinguishes any prior written or oral agreements or understanding, including any proposal, quotation or estimate.

19. **Severability:** Should any provision of this Agreement be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without the invalid or unenforceable provisions.



Digital Synergy Consulting, Inc. E-rate Agreement

20. **Authority:** Each person executing this Agreement represents that they have the Authority to bind their respective company to the terms and conditions herein and that there is no law or conflicting Agreement that shall in any way restrict full performance of this Agreement.

Additional E-rate Specific agreement language

CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE FUNDING YEAR 2022

This agreement is by and between the **Voices College-Bound Language Academies** School District/Library ("**The District**" or "**The Library**") and **Digital Synergy Consulting, Inc.** ("**Service Provider**") for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 2022 effort. Service Provider was selected based on Service Provider's response to our RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, invoicing and all other transactions associated with the project. The term of this contract shall commence on April 1, 2022 and shall terminate on September 30, 2025 for non-recurring services. This contract can be renewed for two additional 1 year terms.

The contract may be subject to the Owner receiving E-rate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the E-Rate Year fiscal year ending September 30, 2023 or until all work associated with the project(s) are complete (including any SLD approved extensions). The work shall be subject to the following conditions:

- A. Service Provider holds a valid Service Provider Identification Number (SPIN) and is not "Red-Light Status" with the FCC.
- B. These services may depend on partial funding from the E-rate program.
- C. The District expects Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- D. Contract may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- E. The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount unless the applicant elects to proceed without receipt of a Funding Commitment Decision letter.
- F. No E-rate USAC billing can take place before July 1, 2022. If District elects to take delivery after April 1, 2021 but prior to Receipt of a Funding Commitment Decision letter then District is liable for all amounts and agrees to pay progress payments and invoice USAC via the Billed Entity Application for Reimbursement (Form 472). Service Provider and Customer agree that Customer may intend to recover funds from the E-rate program via the Billed Entity Application for Reimbursement process. Both parties agree that delivery of Internal Connections services cannot begin prior to April 1st of the Funding Year for which Funds are sought. Both parties agree that, due to supply chain issues causing long lead times, the equipment portion of this agreement may be ordered and invoiced prior to April 1st, with delivery of the equipment occurring after that date.
- G. No installation work can take place before April 1, 2022.
- H. In the event of questions during the E-Rate audit process, Service Provider is expected to reply within 3 days to questions associated with their proposal.
- I. All work is subject to the 100% approval of the project or purchase by the FCC under the E-rate discount program of the Telecommunications Act of 1996 unless otherwise approved by District



Digital Synergy Consulting, Inc. Erate Agreement

- J. The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District.
- K. Service Provider will be responsible for procuring the discounted amount from the SLD unless District elects otherwise.
- L. In addition, District reserves the right to fund, or partially fund (proceed with project or purchase) or not to fund regardless of E-rate approval.
- M. It is understood that, subject to state and local law, this contract is for 3 years with 2 voluntary annual renewals (5 years)
- N. District agrees to promptly file Form 486 - Receipt of Service Confirmation upon receipt of a Funding Commitment Decision Letter.
- O. The contractor will submit all pricing in the Form 471 Item 21 format found at <http://www.usac.org/sl/tools/forms/471-templates.aspx>
- P. District agrees to promptly respond to Invoicing Service Certification requests. District agrees that a failure on its part to file a Service Certification in a timely manner will result in the loss of funding to the Service Provider and would therefore become liable for any unpaid amounts.
- Q. District agrees that progress payments based on percentage of completion and partial delivery of equipment are acceptable. Annual invoicing for Managed Internal Broadband Services in advance is acceptable.
- R. A party shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. This includes delay or inability to secure products, parts, materials, fuel, supplies, equipment, or power at reasonable prices or in sufficient amounts through usual sources of supply due to government action. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event *force majeure* continues longer than 120 days, either party may terminate the Agreement.

The Voices College-Bound Language Academies School District agrees to pay the contract amount of \$79,263.83. See Attachment for the bill of materials.

Service Provider:Digital Synergy Consulting, Inc.

SPIN: 143036385

Signature: _____

Printed Name: Ken HagopianTitle: CEO

Date: _____

School District:Voices College-Bound Language Academies

Billed Entity Number: 17003350

Signature: _____

Print Name: _____

Title: _____

Date: _____



DIGITAL SYNERGY
INFORMATION TECHNOLOGY

15021 Ventura Blvd. #501 Sherman Oaks, CA 91403

Digital Synergy Consulting Inc.

Quote



From: Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for: Haley Coughlin
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
715 Hellyer Ave
San Jose, CA 95111
United States

hcoughlin@voicescharterschool.com

Quantity	Description	Unit Price	Ext. Price
1.00	SITE NAME: Voices Flagship ADDRESS: 715 Hellyer Ave San Jose, CA 95111	\$0.00	\$0.00
3.00	RUCKUS WIRELESS : ICX 7150 Switch, 24x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 1G SFP uplink ports upgradable to up to 4x 10G SFP+ with license, 370W PoE budget, basic L3 (static routing and RIP)	\$852.80	\$2,558.40
1.00	RUCKUS WIRELESS :ICX 7150 Switch, 48x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 1G SFP uplink ports upgradable to up to 4x 10G SFP+ with license, 370W PoE budget, basic L3 (static routing and RIP) ICX7150-48P-4X1G	\$1,379.80	\$1,379.80
1.00	Ruckus ICX7150-C12P-2X1G - 12x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 2x 1G SFP uplink-ports upgradable to 2x 10G SFP+ with license. 124W PoE budget, basic L3 (static routing and RIP)	\$628.40	\$628.40
5.00	RUCKUS WIRELESS : Ruckus CLD 1yr Subs for 1 ICX7150 Switch	\$120.00	\$600.00
5.00	APC BY SCHNEIDER ELECTRIC : APC SMART-UPS C 1000VA 2U LCD 120V - SMC1000-2UC	\$650.00	\$3,250.00
5.00	Ruckus 10G-SFPP-SR Compatible 10GBASE-SR, SFP+ optic (LC), for up to 300 m over MMF.	\$125.00	\$625.00
10.00	Patch Cable CAT6 1 Ft.	\$3.00	\$30.00
5.00	OCC 1m SM Fiber Patch Cable - D8LC-LC-1M	\$13.00	\$65.00
1.00	Install APs to existing drops, no new drops included. No scissor lifts or additional equipment required. Install and configure switches into existing racks. Configure wireless network and switches. Must schedule all schools at the same time.	\$2,750.00	\$2,750.00
1.00	Note: All items on this quote are 100% Erate eligible. There are no Ineligible Items.	\$0.00	\$0.00
		Subtotal:	\$11,886.60
		Sales Tax:	\$768.29
		Total:	\$12,654.89

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc.

Quote



From: Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for: Haley Coughlin
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
610 Jarvis Drive
Morgan Hill, CA 95037
United States

hcoughlin@voicescharterschool.com

Quantity	Description	Unit Price	Ext. Price
1.00	SITE NAME: Voices Morgan Hill ADDRESS: 610 Jarvis Dr, Morgan Hill, CA 95037	\$0.00	\$0.00
2.00	Erate: Ruckus ICX7150-24P-2X10G : ICX 7150 Switch, 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 and RIP)	\$1,036.40	\$2,072.80
2.00	Erate: RUCKUS WIRELESS : ICX 7150 Switch, 48x 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 and RIP)	\$1,549.80	\$3,099.60
15.00	Ruckus R650 High Performance Wi-Fi 6 4x4:4 Indoor Access Point with 3 Gbps HE80/40 Speeds and Embedded IoT 802.11abgn/ac/ax, Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector.	\$562.15	\$8,432.25
15.00	RUCKUS Cloud with RUCKUS Analytics Subscriptions for 1 x AP 1yr. Includes End Customer Support.	\$110.00	\$1,650.00
4.00	RUCKUS WIRELESS : Ruckus CLD 1yr Subs for 1 ICX7150 Switch	\$120.00	\$480.00
3.00	APC BY SCHNEIDER ELECTRIC : APC SMART-UPS C 1000VA 2U LCD 120V - SMC1000-2UC	\$650.00	\$1,950.00
4.00	Ruckus 10G-SFPP-SR Compatible 10GBASE-SR, SFP+ optic (LC), for up to 300 m over MMF.	\$125.00	\$500.00
10.00	Patch Cable CAT6 1 Ft.	\$3.00	\$30.00
4.00	OCC 1m SM Fiber Patch Cable - D8LC-LC-1M	\$13.00	\$52.00
1.00	Install APs to existing drops, no new drops included. No scissor lifts or additional equipment required. Install and configure switches into existing racks. Configure wireless network and switches. Must schedule all schools at the same time.	\$3,500.00	\$3,500.00
1.00	Note: All items on this quote are 100% Erate eligible. There are no Ineligible Items.	\$0.00	\$0.00
		Subtotal:	\$21,766.65
		Sales Tax:	\$0.00
		Total:	\$21,766.65

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc.

Quote



From: Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for: Haley Coughlin
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
14271 Story Road
San Jose, CA 95127
United States

hcoughlin@voicescharterschool.com

Quantity	Description	Unit Price	Ext. Price
1.00	SITE NAME: Voices Mount Pleasant ADDRESS: 14271 Story Rd, San Jose, CA 95127	\$0.00	\$0.00
3.00	RUCKUS WIRELESS :ICX 7150 Switch, 48x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 1G SFP uplink ports upgradable to up to 4x 10G SFP+ with license, 370W PoE budget, basic L3 (static routing and RIP) ICX7150-48P-4X1G	\$1,379.80	\$4,139.40
17.00	Ruckus R650 High Performance Wi-Fi 6 4x4:4 Indoor Access Point with 3 Gbps HE80/40 Speeds and Embedded IoT 802.11abgn/ac/ax, Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector.	\$562.15	\$9,556.55
17.00	RUCKUS Cloud with RUCKUS Analytics Subscriptions for 1 x AP 1yr. Includes End Customer Support.	\$110.00	\$1,870.00
3.00	RUCKUS WIRELESS : Ruckus CLD 1yr Subs for 1 ICX7150 Switch	\$120.00	\$360.00
5.00	APC BY SCHNEIDER ELECTRIC : APC SMART-UPS C 1000VA 2U LCD 120V - SMC1000-2UC	\$650.00	\$3,250.00
3.00	Ruckus 10G-SFPP-SR Compatible 10GBASE-SR, SFP+ optic (LC), for up to 300 m over MMF.	\$125.00	\$375.00
10.00	Patch Cable CAT6 1 Ft.	\$3.00	\$30.00
3.00	OCC 1m SM Fiber Patch Cable - D8LC-LC-1M	\$13.00	\$39.00
1.00	Install APs to existing drops, no new drops included. No scissor lifts or additional equipment required. Install and configure switches into existing racks. Configure wireless network and switches. Must schedule all schools at the same time.	\$3,500.00	\$3,500.00
1.00	Note: All items on this quote are 100% Erate eligible. There are no Ineligible Items.	\$0.00	\$0.00
		Subtotal:	\$23,119.95
		Sales Tax:	\$1,565.10
		Total:	\$24,685.05

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc.

Quote



From: Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for: Haley Coughlin
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
201 28th Street, Richmond
Richmond, CA 94804
United States

hcoughlin@voicescharterschool.com

Quantity	Description	Unit Price	Ext. Price
1.00	Voices West Contra Costa ADDRESS: 201 28th St. Richmond, CA 94804	\$0.00	\$0.00
3.00	Ruckus R650 High Performance Wi-Fi 6 4x4:4 Indoor Access Point with 3 Gbps HE80/40 Speeds and Embedded IoT 802.11abgn/ac/ax, Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector.	\$562.15	\$1,686.45
3.00	RUCKUS Cloud with RUCKUS Analytics Subscriptions for 1 x AP 1yr. Includes End Customer Support.	\$110.00	\$330.00
2.00	APC BY SCHNEIDER ELECTRIC : APC SMART-UPS C 1000VA 2U LCD 120V - SMC1000-2UC	\$650.00	\$1,300.00
10.00	Patch Cable CAT6 1 Ft.	\$3.00	\$30.00
1.00	Install APs to existing drops, no new drops included. No scissor lifts or additional equipment required. Install and configure switches into existing racks. Configure wireless network and switches. Must schedule all schools at the same time.	\$2,750.00	\$2,750.00
1.00	Note: All items on this quote are 100% Erate eligible. There are no Ineligible Items.	\$0.00	\$0.00
		Subtotal:	\$6,096.45
		Sales Tax:	\$294.10
		Total:	\$6,390.55

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc.

Quote



From: Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for: Haley Coughlin
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
321 E Weber Ave
Stockton, CA 95202
United States

hcoughlin@voicescharterschool.com

Quantity	Description	Unit Price	Ext. Price
1.00	Voices Voices Stockton ADDRESS: 321 Weber Ave. Stockton, CA 95202	\$0.00	\$0.00
1.00	RUCKUS WIRELESS : ICX 7150 Switch, 24x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 1G SFP uplink ports upgradable to up to 4x 10G SFP+ with license, 370W PoE budget, basic L3 (static routing and RIP)	\$852.80	\$852.80
10.00	Ruckus R650 High Performance Wi-Fi 6 4x4:4 Indoor Access Point with 3 Gbps HE80/40 Speeds and Embedded IoT 802.11abgn/ac/ax, Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector.	\$562.15	\$5,621.50
10.00	RUCKUS Cloud with RUCKUS Analytics Subscriptions for 1 x AP 1yr. Includes End Customer Support.	\$110.00	\$1,100.00
1.00	RUCKUS WIRELESS : Ruckus CLD 1yr Subs for 1 ICX7150 Switch	\$120.00	\$120.00
2.00	APC BY SCHNEIDER ELECTRIC : APC SMART-UPS C 1000VA 2U LCD 120V - SMC1000-2UC	\$650.00	\$1,300.00
10.00	Patch Cable CAT6 1 Ft.	\$3.00	\$30.00
1.00	Install APs to existing drops, no new drops included. No scissor lifts or additional equipment required. Install and configure switches into existing racks. Configure wireless network and switches. Must schedule all schools at the same time.	\$3,500.00	\$3,500.00
1.00	Note: All items on this quote are 100% Erate eligible. There are no Ineligible Items.	\$0.00	\$0.00
		Subtotal:	\$12,524.30
		Sales Tax:	\$702.39
		Total:	\$13,226.69

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting, Inc.

EXHIBIT "A" SCHEDULE OF SERVICES

ON-SITE SERVICE:

Policy: It is the policy of Digital Synergy Consulting, Inc. to schedule appointments within one working days of service request.

Rates: All on-site service calls are invoiced as a one-hour minimum portal to portal. Parking expenses will be reimbursed.

OFF-SITE SERVICES: Off-site services are available both by telephone and remote access.

- **TELEPHONE SUPPORT SERVICE:** Telephone service is available to all clients.
 - **RATES:** All telephone services are invoiced in twenty-minute increments at the applicable rates.
 - **REMOTE SERVICE:** Remote service is available to clients that have remote access capabilities.
 - **RATES:** All remote services are invoiced in twenty-minute increments at the applicable rates.
-

Service Definition:

IT Support services, BMIC, or MIBS, or single project pricing as requested on 470.

EMERGENCY SERVICES NOT INCLUDED IN SCHEDULE OF SERVICES

EMERGENCY SERVICES: On-site, remote, and telephone service is available for emergency services. Examples of emergencies include but are not limited to:

- Loss of access to server / Network failure / Wireless Failure
- **EMERGENCY SERVICE POLICY:** It is the policy of Digital Synergy Consulting, Inc. to respond to an emergency call via telephone within one hour. If the emergency persists, it is the policy of Digital Synergy Consulting, Inc. to dispatch a technician within four hours.
- **RATES:** All emergency calls are invoiced at the applicable "after hours/emergency rate." Current emergency rate is \$225 per hour.



Voices College-Bound Language Academies 2022 E-Rate – NetDiverse Sales Order – A



825 N 300 W
Suite C-149
Salt Lake City, UT 84103

855-233-3357
<https://netdiverse.com/e-rate-services/>
erate@netdiverse.com

Haley Coughlin
Voices College-Bound Language Academies
6840 Via Del Oro, Suite 160, San Jose, CA 95119

2/24/2022

Haley Coughlin,

We are pleased to provide you with this solution to your 2022 E-Rate Form 470 bid request.

NetDiverse has created a solution to align with YOUR technology needs.

We recommend the reliability and security of Cisco-Meraki hardware and software solutions for our education customers. Our years of experience in the Education sector provide insight into your technology demands, maximizing the benefits available from Cisco-Meraki hardware, Speedgoat Systems cabling/racking assemblies, Vertiv UPS Systems, and our NetDiverse Installation, Configuration Support and Operational Management.

NetDiverse is a reseller and partner of all top-rated networking companies. Within our years of experience selling, managing, and servicing networking products across manufacturers, Cisco-Meraki has proven to exceed the reliability, manageability, and quality standards we set for our clients.

NetDiverse offers Service and Support you can rely upon.

NetDiverse's WiFi and Networking expertise is recognized by our client recommendations. Our service earned the Utah Education and Telehealth Network State Master Contract Award with the highest combined score for Wi-Fi and switching network solutions. In addition to being E-Rate experts and providing outstanding customer service, we deliver Enterprise grade Internet, Voice, and other Networking Services nationwide.

This document contains the following sections:

2/24/2022

NetDiverse Sales Order **1 of 10**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Voices College-Bound Language Academies 2022 E-Rate – NetDiverse Sales Order – A

- **Introduction Letter**
 - This letter which provides you some general information about NetDiverse, our experience and philosophy.
- **Project Summary**
 - Total costs and E-Rate eligibility for each applicable Service Type including: Internal Connections, Basic Maintenance of Internal Connections (BMIC), and Managed Internal Broadband Services (MIBS).
 - Total Project Costs compared to remaining E-Rate Budget with the estimated FCC and Voices College-Bound Language Academies portions.
- **Sales Order Detail**
 - A detailed listing of the Products and Services included in the solution and grouped by Service Type. This section contains most, if not all, of the information required to enter the individual FRN line items in your Form 471 request.
 - A few optional products that can be utilized in addition to, or in lieu of, the products provided in the main Products and Services tables. These products are typically shown with zero (0) quantity.
 - Terms and Conditions of the Agreement created with the Sales order between NetDiverse and Voices College-Bound Language Academies. (Note, if your Form 470 states that we must follow your local requirements, rules, regulations, conditions, etc... we may ask for your assistance to help us understand and follow those requirements.)
 - Signature Page for Execution of the Sales Order. (Please scan and send a copy of the signed sales order to erate@netdiverse.com when you've selected NetDiverse as your Service Provider.

More about this NetDiverse Solution and E-Rate Competitive Bidding Compliance:

This solution was created by an artificial intelligence system utilizing some of NetDiverse's most popular products and information found on your Form 470 submission. The system primarily utilizes the Products and Services section of your Form 470 submission paired with NetDiverse's flagship set of products to create a solution automatically. Product/Service Function, Quantities requested, and other factors to determine which of our flagship products to offer. Although our bidding system is far from perfect, the level of service and support we can provide for our customers is unparalleled. We ask that you please consider us for your E-Rate project.

We hope our solution allows you to select NetDiverse as your Service Provider when comparing our response to other responses for your Form 470. We'll be happy to make reasonable adjustments to our product/service selections and quantities to align with your network needs and requirements. We recommend making these adjustments prior to filing your Form 471.

Here are a couple of examples showing how our system may not align perfectly with your Form 470 intentions, but may still provide enough information for you to select NetDiverse as your Service Provider:

Example 1: Applicant's Form 470 requests 3 separate line items of 20 quantity for Wireless Access Points. The applicant's intent was to ensure there were enough request items for 20 APs, 20 licenses, and 20 mounting

2/24/2022

NetDiverse Sales Order **2 of 10**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Voices College-Bound Language Academies 2022 E-Rate – NetDiverse Sales Order – A

brackets. Our bidding system may interpret this as a request for 60 APs and 60 licenses. If the per unit pricing and solution is in alignment with what you're requesting, we ask that you consider our solution and price based on the per unit price and products we offer. We're able to adjust the quantities and/or specific products to meet your requirements. Just call us on 855-233-3357 to discuss adjustments to our bid.

Example 2: Applicant's Form 470 requests Quantity of 200ft of cabling, but the intention was to request 200 units of cable drops. Our bidding system may interpret this request as either 200 patch cables at 1ft each or potentially a 200' fiber optic cable run. Please read the product description carefully as what we offer and what you need may be slightly or significantly different. You may want to consider one of our other products. Feel free to contact us on 855-233-3357 to discuss adjustments and alternatives.

If our solution does not align perfectly with your needs, we're happy to adjust the quantities and/or adjust to specific products to meet your requirements. Just call us on 855-233-3357 to discuss adjustments to our solution.

Please consider this bid in your 2022 Form 470 evaluation. If our proposed solution arrived after your bidding deadline or we did not follow your bidding requirements pursuant to the information provided on your Form 470 or RFP, AND all other Service Providers failing to follow the same bidding deadlines and requirements are disqualified, you may also disqualify our solution without inclusion in your bid evaluation.

If you have any questions or you would like to review our solution with adjusted quantities or adjusted products, before or after you select NetDiverse as your Service Provider, please call us on 855-233-3357 or email erate@netdiverse.com and we'll adjust our order for you.

Cordially,



Gary Nieboer
General Manager
NetDiverse

2/24/2022

NetDiverse Sales Order **3 of 10**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Voices College-Bound Language Academies 2022 E-Rate – NetDiverse Sales Order – A**E-Rate Sales Order Summary of Total Costs (before FCC Discount)**

	Total Price	Total Eligible Portion <i>(Total Ineligible Portion)</i>
Internal Connections Products/Services	\$89,045.58	\$89,045.58 (\$0.00)
Internal Connections Shipping and Handling	\$250.00	\$250.00 (\$0.00)
Internal Connections Installation, Configuration, and Travel	\$22,164.00	\$22,164.00 (\$0.00)
Internal Connections Sales Tax and Fee Contingency**	\$11,424.61	\$11,424.61 (\$0.00)
	Total Order Price	Total Eligible Portion <i>(Total Ineligible Portion)</i>
Total Sales Order	\$122,884.19	\$122,884.19 (\$0.00)

****CONTINGENCY FOR SALES TAX OR OTHER FEES** is included in this order. A 0.10 contingency fee has been added to this order due to an opinion Sales Tax or other governmental fees may apply to your order. WE WILL ONLY CHARGE TAXES AND FEES BASED ON WHAT IS CHARGED TO US BY GOVERNMENTAL ENTITIES. For example, if Sales Tax should be applied to hardware at 8% and to installation services at 2%, but we have the Contingency Fee listed as a conservative 10%, our final invoice will reflect the 8% for hardware and 2% for installation services.

You may contact us on **855-233-3357** or **erate@netdiverse.com** with questions or to make changes to this order.

2/24/2022NetDiverse Sales Order **4 of 10**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Voices College-Bound Language Academies 2022 E-Rate – NetDiverse Sales Order – A

E-Rate Sales Order - Estimated FCC and Voices College-Bound Language Academies Portions of the Project

Warning: The attached Sales Order May Exceed your E-Rate Budget.

(please read the below information carefully)

The attached sales order appears to EXCEED the E-Rate budget for Voices College-Bound Language Academies. This is based on an Estimated Budget for your entity of: \$58,948.16. If you believe this estimate is incorrect, please contact us by calling 855-233-3357 or emailing erate@netdiverse.com.

We will be happy to work with you to move some items from this E-Rate Sales Order to a separate order outside the E-Rate program. This can occur before or after your Form 471 submission. Please contact us to discuss options.

For your convenience, we estimate the FCC and Client portions of the project here:

Estimated Price Allocations:

Total Order Price = \$122,884.19

FCC Portion = \$58,948.16 x 80.00% = \$47,158.53

Client Portion = \$75,725.66

2/24/2022

NetDiverse Sales Order **5 of 10**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Voices College-Bound Language Academies 2022 E-Rate – NetDiverse Sales Order – A

Date	Account	Form 470
2/24/2022	17003350	220013894

825 N 300 W
Suite C-149
Salt Lake City, UT 84103
855-233-3357

<https://netdiverse.com/e-rate-services/>
erate@netdiverse.com

SPIN:
143036067

Invoice Type:
SPI or
BEAR

E-RATE SALES ORDER

Category 2
Estimated FCC **80.00%**
Discount Rate:

Applicant/Client Address:	Applicant/Client Contact:
Voices College-Bound Language Academies 6840 Via Del Oro, Suite 160, San Jose, CA 95119	Haley Coughlin hcoughlin@voicescharterschool.com 732-439-0246

This version of the Sales Order was emailed to:
hcoughlin@voicescharterschool.com,

You may contact us on **855-233-3357** or **erate@netdiverse.com** with questions or to make changes to the below order details.

2/24/2022

NetDiverse Sales Order **6 of 10**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Voices College-Bound Language Academies 2022 E-Rate – NetDiverse Sales Order – A**Products and Services Details**

Additional product details may be available in the section preceding Additional Terms and Conditions section of this Sales Order, at our website, at the manufacturers' websites, or by contacting NetDiverse on 855-233-3357

Service Type: Internal Connections

Quantity	Make / Model	Product and Service Summary Description (Function**)	Unit Price (Eligible %)	Unit <i>Ineligible</i> Portion	Total Line Item Price (Ineligible)	
5	Meraki / MX250-HW	Meraki MX250 Router/Security Appliance Firewall	\$7,874.47 (100%)		\$39,372.33	
5	Meraki / LIC-MX250-ENT-5YR	Meraki MX250 Enterprise License and Support, 5YR License	\$9,934.65 (100%)		\$49,673.25	
1	NetDiverse / SHIP-HANDLE	Shipping and Handling	\$250.00 (100.0%)		\$250.00	
1	NetDiverse / Sales Tax and Fee Contingency	***CONTINGENCY FOR SALES TAX OR OTHER FEES	\$11,424.61 (100.00%)		\$11,424.61	

**Service Function shown is typical but may vary depending on Applicant's actual use of the Product or Service. Entry in your Form 471 should reflect Applicant's actual use.

*****CONTINGENCY FOR SALES TAX OR OTHER FEES** is included in this order. A 0.10 contingency fee has been added to this order due to an opinion Sales Tax or other governmental fees may apply to your order. WE WILL ONLY CHARGE TAXES AND FEES BASED ON WHAT IS CHARGED TO US BY GOVERNMENTAL ENTITIES. For example, if Sales Tax should be applied to hardware at 8% and to installation services at 2%, but we have the Contingency Fee listed as a conservative 10%, our final invoice will reflect the 8% for hardware and 2% for installation services.

You may contact us on **855-233-3357** or **erate@netdiverse.com** with questions regarding Sales Tax and Contingency Fees or to make changes to this order.

2/24/2022NetDiverse Sales Order **7 of 10**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Voices College-Bound Language Academies 2022 E-Rate – NetDiverse Sales Order – A**Internal Connections: Installation, Configuration, and Travel**

Quantity	Make / Model	Product / Service Summary Description <i>Ineligible in Orange</i>	Unit Price <i>(Eligible %)</i>	Total Line Item Price <i>(Ineligible)</i>	Estimated FCC Portion	Estimated Client Portion
80.00	NetDiverse / INST-LAB	E-Rate Eligible Installation Labor Hours	\$172.50 <i>(100%)</i>	\$13,800.00		

1	NetDiverse / TRAVEL	E-Rate Eligible Travel and Per Diem Costs	\$4,164.00 <i>(100%)</i>	\$4,164.00		
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50	NetDiverse / REM-CON	E-Rate Eligible Remote Config Labor Hours	\$84.00 <i>(100%)</i>	\$4,200.00		
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Additional Terms and Conditions Specific to this Sales Order:

NetDiverse and its affiliates* provide Networking, Installation, Configuration, and Management solutions to over 150 School Districts and Libraries nationwide. These services are available almost anywhere in the “lower 48” states.

*NetDiverse, Frugal Telecom (aka Bridger Partners), and Frubu (aka Tamarack Networks and E-Rate Gear) are all affiliated companies (similar or related ownership.) These companies operate separately due to vendor agreements. We share this information with you for full transparency of who we are. You may receive one or more unique solutions from each of these companies in response to your Form 470 request.

Installation and Configuration assistance may be decoupled from most NetDiverse E-Rate solutions. Many of our clients have the skills and time required to perform the physical installation of our products themselves, but they require Remote Configuration assistance from our team. To select or de-select Installation and/or Configuration, please contact us by calling 855-233-3357 or emailing erate@netdiverse.com.

NetDiverse follows and complies with FCC Lowest Corresponding Price Rules.

By signing this order, Client retains the right, for 5 full E-Rate funding years, to purchase ANY E-Rate Eligible NetDiverse Products and Services pursuant to the then current NetDiverse pricing which complies with E-Rate’s Lowest Corresponding Price (LCP) rule.

The pricing for bundles and components specifically outlined on this order are valid until September 30, 2023, but client may purchase pursuant to our current pricing per the above term as well.

NetDiverse will not place service orders without approval from client to process this order. The project is considered approved when any of the following occur:

1. USAC/FCC approve funding for the project and approves Client’s Form 486 filing for the Funding Request.
2. Client provides approval by email or fax.
3. Client provides approval by sending a Purchase Order aligned with the Terms and Conditions of this order to NetDiverse

NetDiverse may not order equipment or schedule installation prior to payment receipt. This is equal to the “Client Portion” under SPI invoicing and the full value of the Order under BEAR invoicing.

2/24/2022**NetDiverse Sales Order 8 of 10**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Voices College-Bound Language Academies 2022 E-Rate – NetDiverse Sales Order – A

Some preliminary engineering and planning may begin under NetDiverse’s sole option prior to payment and funding by Client/FCC. Shipment, scheduling, and installation will only begin once the client portion of the payment for products and services is received by NetDiverse, funding for this order is approved by USAC/FCC, and client’s Form 486 is approved by USAC/FCC.

Pricing only includes installation and configuration if specifically indicated in the sales order. Configuration services are performed remotely by NetDiverse. Installation services may include time for project management, engineering, planning, and on-site physical installation of equipment. The total Installation and/or Configuration time allocated per this and/or subsequent Sales Orders will be performed by NetDiverse or its subcontractors. If additional time is required to complete an installation, which is rare, NetDiverse will inform Client of this as soon as practical and provide estimates and pricing for the additional required labor.

If labor for installation of cabling or hardware is include in the Sales Order, this is an estimate of the quantity of labor hours to be performed. If fewer hours of labor are performed than outlined on this and/or subsequent Sales Orders, then the actual amount of hours performed will be invoiced to the customer and FCC.

NetDiverse has updated and will update it’s SPAC prior to the E-Rate Form 471 Application Deadline each year.

Customer and NetDiverse further agree to file necessary paperwork in a timely fashion with the School and Libraries Division of the Universal Service Fund to ensure timely reimbursements to either the School or NetDiverse depending on the invoicing method.

Unless stated otherwise, Funding Approval for Licenses are typically requested under the Category 2 Service Type of “Internal Connections” and are required for reasonable performance of the equipment in a network environment. Some clients and USAC reviewers may find a license better fits a Basic Maintenance Service Type. Although we believe licenses are typically “Internal Connections” the actual selection should be made based upon the primary purpose of the license in the Applicant’s opinion.

NetDiverse DOES NOT UTILIZE ANY PRODUCTS OR COMPONENTS FROM HUAWEI, ZTE, OR ANY OTHER “COVERED COMPANY” DESIGNATED BY THE FCC AS PROHIBITED.

2/24/2022

NetDiverse Sales Order **9 of 10**

This E-Rate bid was generated from an online system created by Bids AI, LLC for NetDiverse, LLC
Please contact NetDiverse with questions or to make adjustments:

855-233-3357 | erate@netdiverse.com | <https://netdiverse.com/e-rate-services/>

Voices College-Bound Language Academies 2022 E-Rate – NetDiverse Sales Order – A**Sales Order Agreement**

This sales order is an Agreement between the following Parties:

NetDiverse, LLC, (hereafter, “NetDiverse, LLC”, “**NetDiverse**”, “Company”, “Service Provider”, “we”, “us”), a Montana Limited Liability Company, with offices located at 825 N 300 W, Suite C-149, Salt Lake City, UT 84103; AND

Voices College-Bound Language Academies, (hereafter, “Voices College-Bound Language Academies”, “Client”, “Customer”, “Applicant”, “you”, etc...) an Applicant as defined under the FCC/USAC Schools and Libraries Program with a Billed Entity Number of: 17003350

This Sales Order, “Sales Order Terms, Conditions, and Definitions” in conjunction with the “NetDiverse Terms and Conditions” and “NetDiverse E-Rate Terms and Conditions” as found on the NetDiverse website <https://netdiverse.com/e-rate-services/> (“Agreement”) shall govern the relationship of the Parties with respect to the purchase of items listed on this Sales Order or any subsequent purchases.

UPLOADING THIS AGREEMENT TO USAC FOR FUNDING PURPOSES, WITH OR WITHOUT APPLICANT SIGNATURE, IS EXECUTION OF THIS AGREEMENT BY APPLICANT AND ACCEPTANCE OF ALL NetDiverse TERMS & CONDITIONS IN THIS SALES ORDER AND ON THE NetDiverse WEBSITE. IF EDITS ARE MADE TO THIS DOCUMENT OTHER THAN APPLICANT SIGNATURE ROWS FOUND IMMEDIATELY BELOW, THE DOCUMENT WILL BE CONSIDERED INVALID AND NOT EXECUTED.

NetDiverse**Voices College-Bound Language Academies**


Signature

Applicant Signature

Gary Nieboer

Name

Name

General Manager

Title

Title

2/24/2022

Date

Date

2/24/2022

NetDiverse Sales Order **10 of 10**

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Coversheet

Approve 2nd interim financials for Voices FS, MH, MP, WCC and ST

Section:	III. Board Business
Item:	A. Approve 2nd interim financials for Voices FS, MH, MP, WCC and ST
Purpose:	Vote
Submitted by:	
Related Material:	Voices-Mar 2022 Board Financial Presentation-20220302.pdf

Voices College-Bound Language Academies

Board Finance Update

DENA KOREN

MARCH 2, 2022



Contents



1. Second Interim Forecast
2. 2022-23 State Budget – Update on Governor’s Proposal
3. Finance Committee Summary

Second Interim Forecast

Voices Flagship



Second Interim Forecast & Variance: Flagship



		2021-22	2021-22	Variance
		Previous Forecast	Current Forecast	
Revenue	LCFF Entitlement	4,168,561	4,025,012	(143,549)
	Federal Revenue	924,794	927,424	2,630
	Other State Revenues	923,558	1,040,723	117,164
	Local Revenues	47,134	18,334	(28,799)
	Fundraising and Grants	25,000	25,000	-
	Total Revenue	6,089,047	6,036,493	(52,554)
Expenses	Compensation and Benefits	3,519,888	3,321,040	198,848
	Books and Supplies	325,429	324,918	511
	Services and Other Operating	1,799,010	2,031,504	(232,494)
	Depreciation	184,856	184,856	-
	Other Outflows	73,167	67,519	5,648
	Total Expenses	5,902,349	5,929,837	(27,488)
	Operating Income	186,698	106,656	(80,042)
	Beginning Balance (Audited)	6,038,385	6,038,389	4
	Operating Income	186,698	106,656	(80,042)
Ending Fund Balance (incl. Depreciation)		6,225,083	6,145,045	(80,038)
Ending Fund Balance as % of Expenses		105.5%	103.6%	-1.8%

Second Interim Forecast

Voices Morgan Hill



Second Interim Forecast & Variance: Morgan Hill



		2021-22	2021-22	Variance
		Previous Forecast	Current Forecast	
Revenue	LCFF Entitlement	3,752,043	3,668,771	(83,272)
	Federal Revenue	1,052,105	1,060,258	8,153
	Other State Revenues	1,055,740	1,249,137	193,397
	Local Revenues	37,673	456	(37,216)
	Fundraising and Grants	23,000	23,000	-
	Total Revenue	5,920,561	6,001,622	81,061
Expenses	Compensation and Benefits	2,553,012	2,466,227	86,785
	Books and Supplies	363,409	389,292	(25,883)
	Services and Other Operating	2,961,633	3,087,702	(126,068)
	Depreciation	12,578	12,578	-
	Other Outflows	-	-	-
	Total Expenses	5,890,632	5,955,799	(65,167)
	Operating Income	29,929	45,823	15,894
	Beginning Balance (Audited)	2,395,291	2,374,134	(21,157)
	Operating Income	29,929	45,823	15,894
Ending Fund Balance (incl. Depreciation)		2,425,220	2,419,957	(5,263)
Ending Fund Balance as % of Expenses		41.2%	40.6%	-0.5%

Second Interim Forecast

Voices Mount Pleasant



Second Interim Forecast & Variance: Mt. Pleasant



		2021-22	2021-22	Variance
		Previous Forecast	Current Forecast	
Revenue	LCFF Entitlement	3,517,750	3,294,359	(223,391)
	Federal Revenue	797,572	776,606	(20,967)
	Other State Revenues	943,265	1,010,328	67,063
	Local Revenues	30,013	17	(29,996)
	Fundraising and Grants	-	118	118
	Total Revenue	5,288,600	5,081,426	(207,173)
Expenses	Compensation and Benefits	2,643,647	2,551,447	92,201
	Books and Supplies	313,702	303,677	10,025
	Services and Other Operating	2,402,619	2,378,272	24,346
	Depreciation	4,267	4,267	-
	Other Outflows	-	-	-
	Total Expenses	5,364,236	5,237,663	126,573
	Operating Income	(75,636)	(156,237)	(80,601)
	Beginning Balance (Audited)	652,368	626,275	(26,093)
	Operating Income	(75,636)	(156,237)	(80,601)
Ending Fund Balance (incl. Depreciation)		576,732	470,038	(106,694)
Ending Fund Balance as % of Expenses		10.8%	9.0%	-1.8%

Second Interim Forecast

Voices WCC



Second Interim Forecast & Variance: WCC



		2021-22	2021-22	Variance
		Previous Forecast	Current Forecast	
Revenue	LCFF Entitlement	2,445,685	2,228,408	(217,277)
	Federal Revenue	674,644	664,588	(10,056)
	Other State Revenues	669,220	747,126	77,907
	Local Revenues	87,910	62,825	(25,085)
	Fundraising and Grants	8,000	8,000	-
	Total Revenue	3,885,458	3,710,947	(174,511)
Expenses	Compensation and Benefits	1,889,524	1,799,823	89,701
	Books and Supplies	253,022	243,663	9,359
	Services and Other Operating	1,652,298	1,688,661	(36,363)
	Depreciation	-	3,187	(3,187)
	Other Outflows	2,471	2,471	-
	Total Expenses	3,797,315	3,737,806	59,510
	Operating Income	88,143	(26,859)	(115,002)
	Beginning Balance (Audited)	1,601,695	1,601,693	(2)
	Operating Income	88,143	(26,859)	(115,002)
Ending Fund Balance (incl. Depreciation)		1,689,838	1,574,834	(115,004)
Ending Fund Balance as % of Expenses		44.5%	42.1%	-2.4%

Second Interim Forecast

Voices Stockton



Second Interim Forecast & Variance: Stockton



		2021-22	2021-22	Variance
		Previous Forecast	Current Forecast	
Revenue	LCFF Entitlement	871,100	686,798	(184,302)
	Federal Revenue	60,726	134,769	74,042
	Other State Revenues	176,198	193,127	16,928
	Local Revenues	6,289	24	(6,265)
	Fundraising and Grants	687,000	686,400	(600)
	Total Revenue	1,801,314	1,701,118	(100,196)
Expenses	Compensation and Benefits	862,848	801,295	61,553
	Books and Supplies	92,863	90,701	2,162
	Services and Other Operating	720,151	699,635	20,517
	Depreciation	-	-	-
	Other Outflows	1,108	1,108	-
	Total Expenses	1,676,970	1,592,738	84,232
	Operating Income	124,344	108,379	(15,965)
	Beginning Balance (Audited)	2,391	(15,973)	(18,364)
	Operating Income	124,344	108,379	(15,965)
Ending Fund Balance (incl. Depreciation)		126,735	92,406	(34,329)
Ending Fund Balance as % of Expenses		7.6%	5.8%	-1.8%

2022-23 State Budget

Summary of Governor's January Proposal



Governor's January Budget Proposal Summary

LCFF

- COLA of 5.33%
- Districts may choose between three ADA options – CY, PY, 3 Year Avg.
- Governor “to explore options for providing declining enrollment protection for charter schools.”

Special Education

- ~\$105/ADA increase (*Special Education costs currently exceed revenues by 85-294%!)
- SPED addendum to LCAP (to go into effect in FY24)
- Funding formula adjusted to calculate at LEA level – not SELPA level

ELO-P

- 2.5x funding compared to this year – estimating an increase from 933K in FY22 to \$2.3M in FY23
- Plus, one-time investment in arts & music ELO programming, as well as infrastructure for ELO

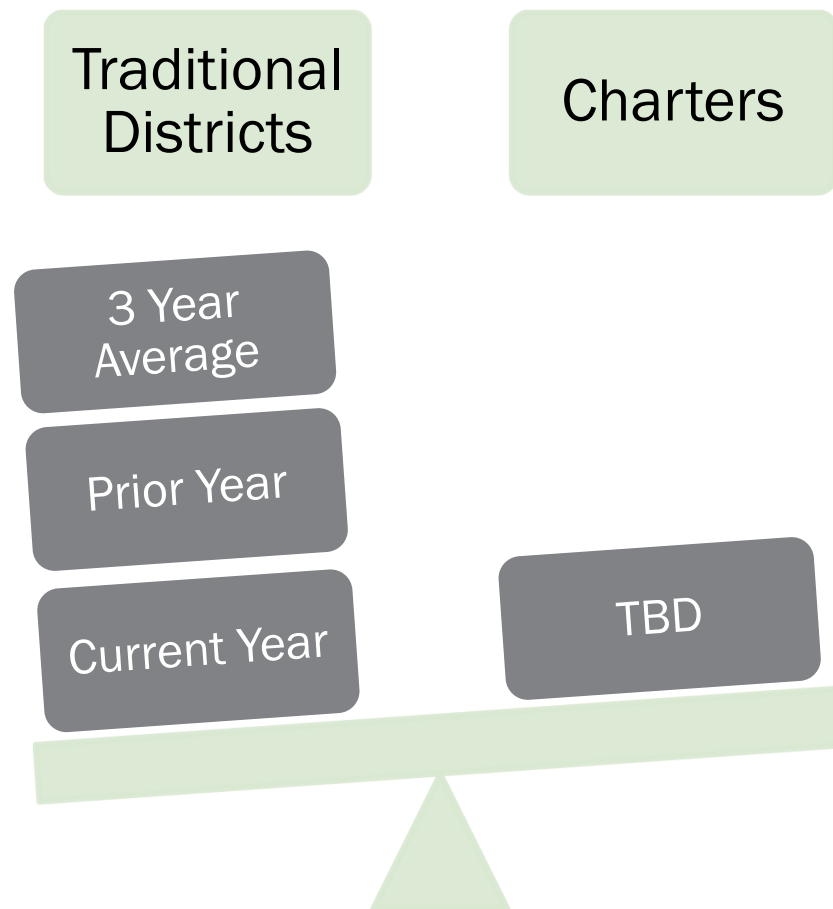
Other

- TK, College & Career Pathways, early literacy, meals, independent study flexibility
- SB740: \$30M for remodeling, deferred maintenance, equipment, site improvements and renovations to mitigate COVID spread and an additional \$10M to the core program

Declining Enrollment & Attendance Relief in Budget



Amended calculation gives districts three options to drive funding



Gov. will “explore options for providing declining enrollment protection to charter schools”

Subsequent Proposed Legislation

SB 830

- Enrollment based funding beginning FY24
- Sponsored by LAUSD

SB 579 &
AB 1609

- Hold harmless for FY23
- SB 579 includes hold harmless for charters in FY22

AB 1607

- Three-year PY average ADA in FY23

AB 1614

- LCFF base grant increase

Finance Committee Summary



Finance Committee Summary

Accomplishments

- Discussed monthly dashboard and impact of audit adjustments
- Reviewed second interim financials and discuss strategic topics of relevance
- Discussed early ideas for increased staff compensation and retention

Work in Progress

- (Audit Committee) Review final proposal from audit firm for FY22
- Review first draft of multi-year budget and assumptions

Goals for Next Few Months

- Consider compensation and retention initiatives and integrate into FY23-FY25 budgets
- Discuss enrollment and attendance scenarios to ensure stability in next few years