Voices College-Bound Language Academies

Special Board Meeting

Date and Time

Monday March 20, 2023 at 5:00 PM PDT

Location

Alternative locations:
1777 N. Palm Canyon Dr, Palm Springs, CA 92262
328 Bryant St, Palo Alto, CA 94301
5168 Summerhill Dr, Oceanside, CA 92057
225 W. Santa Clara St., Suite 1500 San Jose, CA 95113
4313 Miranda Ave, Palo Alto, CA 94306
10901 W. 120th Ave, Suite 450, Broomfield, CO 80021
17800 Crest Ave, Morgan Hill, CA 95037
715 Hellyer Ave. SJ, CA 95111
14271 Story Rd. SJ, CA 95127
201 28th St. Richmond, CA 94804
321 East Weber Ave. Stockton, CA 95202
17720 Peak Ave. Morgan Hill, CA 95037

Instructions For Presentations To The Board By Parents and Citizens
PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD
SUBMIT PUBLIC COMMENT: http://bit.ly/voices-public-comment
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.

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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.

Note:
SPANISH TRANSLATION: If you need Spanish audio translation in order to access the Voices Board meeting, please send a request to info@voicescharterschool.com or call Lizzette Ramirez at (408) 791-1609 Ex 1052 at least 24 hours before the start of the meeting. If you would like to make a public comment in Spanish and would like us to translate to English for the Board, please send a request to info@voicescharterschool.com or call Lizzette Ramirez at (408) 791-1609 Ex 1052 at least 24 hours before the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Voices, envíe una solicitud a info@voicescharterschool.com o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión. Si desea hacer un comentario público en español y desea que lo

traduzcamos al inglés para la Mesa Directiva, envíe una solicitud a info@voicescharterschool.com o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:00 PM**
	Opening Items			
	A. Record Attendance and Guests		Servando Sandoval	
	B. Call the Meeting to Order		Servando Sandoval	
	C. Approve Order of Agenda	Vote	Servando Sandoval	
	D. Public Comment (on items not on the Agenda)			

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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 Agenda**		
	A. Approve Minutes	Approve Minutes	
	Approve minutes for Board Meeting on March 2, 2023		
	B. Approve ERATE Category 2 contracts for Voices Academies and Voices Morgan Hill and Stockton	Vote	
III.	**Board Business**		
	A. Approve J-13 A for Voices Stockton	Vote	

The Request for Allowance of Attendance Due to Emergency Conditions, Form J-13A is used to obtain approval of attendance and instructional time credit under one or more of the following conditions:
• When one or more schools were closed because of conditions described in

		Purpose	Presenter	Time

Education Code (EC) Section 41422.
• When one or more schools were kept open but experienced a material decrease in attendance pursuant to EC Section 46392 and California Code of Regulations (CCR), Title 5, Section 428.
• When attendance records have been lost or destroyed as described in EC Section 46391.
The California Department of Education's (CDE) approval of the J-13A, combined with other attendance records, serve to document the local educational agency's (LEA) compliance with instructional time laws and provide authority to maintain school for less than the required instructional days and minutes without incurring a fiscal penalty to the LEA's Local Control Funding Formula (LCFF) funding.

On 01/10/2023 Voices Stockon canceled school due to tornado warnings in the area. Other surrounding districts also closed schools. The LEA governing board must approve the request prior to submittal.

IV. Closing Items

A.	Adjourn Meeting	Vote	Servando Sandoval	

Coversheet

Approve Minutes

Section:	II. Consent Agenda
Item:	A. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board Meeting on March 2, 2023

APPROVED

Voices College-Bound Language Academies

Minutes

Board Meeting

Date and Time
Thursday March 2, 2023 at 3:30 PM

Location
6840 Via Del Oro #160
San Jose, CA 95119

Alternate teleconference locations:
10901 W. 120th Ave, Suite 450, Broomfield, CO 80021
5168 Summerhill Dr, Oceanside, CA 92057
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Directors Present
A. Miller, I. Connell (remote), J. Arciga, J. Nguyen (remote), K. Wisckol, P. Carreño, S. Sandoval

Directors Absent
W. Plasencia

Non Voting Members Present
F. Teso

Guests Present
D. Koren (remote), L. Ramirez

I. Opening Items

A. Record Attendance and Guests

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 Thursday Mar 2, 2023 at 3:36 PM.

C. Approve Order of Agenda

K. Wisckol made a motion to to approve agenda.
A. Miller seconded the motion.
Arciga not yet appointed, no vote showing
The board **VOTED** unanimously to approve the motion.

Roll Call

K. Wisckol	Aye
A. Miller	Aye
S. Sandoval	Aye
W. Plasencia	Absent
I. Connell	Aye
P. Carreño	Aye
J. Nguyen	Aye

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

No public comments.

E. Approve New Board Member

P. Carreño made a motion to approve Jessica Arciga as a new board member.
K. Wisckol seconded the motion.
Sandoval shared that Board Member Wendy Plasencia has resigned.

Arciga did not participate inn vote.
The board **VOTED** unanimously to approve the motion.

Roll Call

W. Plasencia	Absent
A. Miller	Aye
K. Wisckol	Aye
P. Carreño	Aye
I. Connell	Aye
S. Sandoval	Aye
J. Nguyen	Aye

II. Consent Agenda

A. Approve Minutes

A. Miller made a motion to approve the minutes from Board Meeting on 12-01-22.
P. Carreño seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

I. Connell	Aye
P. Carreño	Aye
J. Nguyen	Aye
J. Arciga	Aye
A. Miller	Aye
K. Wisckol	Aye
W. Plasencia	Absent

B. Approve Auditor Selection

A. Miller made a motion to approve auditor selection.
P. Carreño seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

J. Arciga	Aye
K. Wisckol	Aye
W. Plasencia	Absent
I. Connell	Aye
P. Carreño	Aye
A. Miller	Aye

Roll Call

S. Sandoval	Aye
J. Nguyen	Aye

C. Approve SARC for Voices Flagship, Mt. Pleasant, Morgan Hill, West Contra Costa, and Stockton

A. Miller made a motion to approve SARC for Voices Flagship, Mt. Pleasant, Morgan Hill, West Contra Costa, and Stockton.
P. Carreño seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

K. Wisckol	Aye
P. Carreño	Aye
S. Sandoval	Aye
J. Arciga	Aye
A. Miller	Aye
I. Connell	Aye
W. Plasencia	Absent
J. Nguyen	Aye

III. Board Business

A. Extended Learning Opportunities (ELO) Program Presentation

Megan Mallamace, Voices Director of Special Populations, presented the Extended Learning Opportunities (ELO) Program and answered Board questions.

B. ELO Plan Approval for Voices FS, WCC, ST, MH, and MP

K. Wisckol made a motion to ELO plan approval for Voices FS, WCC, ST, MH, and MP.
A. Miller seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

J. Nguyen	Aye
P. Carreño	Aye
A. Miller	Aye
K. Wisckol	Aye
W. Plasencia	Absent
J. Arciga	Aye
S. Sandoval	Aye
I. Connell	Aye

C. Renewal Process

Marie Moore, Voices Chief Growth and Community Engagement Officer presented on the renewal process.

D. DOE Grant Evaluation Presentation

Marie Moore, Voices Chief Growth and Community Engagement Officer presented DOE Grant Evaluation Presentation.

E. Committee Updates

The Finance Committee presented updates.

F. Approve 22-23 Second Interim Financials for Voices FS, WCC, ST, MH, MP

P. Carreño made a motion to Approve 22-23 Second Interim Financials.
K. Wisckol seconded the motion.
Each school vote was taken individually.
The board **VOTED** unanimously to approve the motion.

Roll Call	
K. Wisckol	Aye
I. Connell	Aye
S. Sandoval	Aye
A. Miller	Aye
P. Carreño	Aye
W. Plasencia	Absent
J. Nguyen	Aye
J. Arciga	Aye

G. Approve TK Teacher Assignments Policy, Board Resolution and Staff Waivers (2)

A. Miller made a motion to approve TK Teacher Assignments Policy, Board Resolution and Staf Waivers (2).
K. Wisckol seconded the motion.
The policy and each teacher waiver vote was taken individually.
The board **VOTED** unanimously to approve the motion.

Roll Call	
K. Wisckol	Aye
J. Arciga	Aye
A. Miller	Aye
J. Nguyen	Aye
W. Plasencia	Absent
I. Connell	Aye
S. Sandoval	Aye
P. Carreño	Aye

IV. Reconvene Open Session

A. Reconvene open session

Open session reconvened at 5:25 pm. The Board gave authority to Servando Sandoval and Frances Teso to negotiate and engage in discussion with the Voices MP landlord regarding the lease dispute.

V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:19 PM.

Respectfully Submitted,
S. Sandoval

Coversheet

Approve ERATE Category 2 contracts for Voices Academies and Voices Morgan Hill and Stockton

Section: II. Consent Agenda
Item: B. Approve ERATE Category 2 contracts for Voices Academies and Voices Morgan Hill and Stockton
Purpose: Vote
Submitted by:
Related Material:
E-rate Sales Order Agreement - Voices Stockton - Voices College-Bound Language Academies - E-Rate 26 - RFP VCBLA-2023-CAT2-Network Equipment - 99022.docx
E-rate Sales Order Agreement - Voices Team Z - Voices College-Bound Language Academies - E-Rate 26 - RFP VCBLA-2023-CAT2-Network Equipment - 99022.docx
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES-GigaKOM- IC-BM agreement CONTRACT 2023.pdf
E-rate Sales Order Agreement - Voices Morgan Hill at MHCCC - Voices College-Bound Language Academies - E-Rate 26 - RFP VCBLA-2023-CAT2-Network Equipment - 99022.docx
E-rate Sales Order Agreement - Voices Morgan Hill at Advent - Voices College-Bound Language Academies - E-Rate 26 - RFP VCBLA-2023-CAT2-Network Equipment - 99022.docx

SALES ORDER AGREEMENT
E-RATE

THIS SALES ORDER AGREEMENT ("Agreement") is made and entered into on March 8 2023 , by and between AMS.NET, INC., a Delaware corporation ("AMS"), whose address is 502 Commerce Way, Livermore, CA 94551 and Voices College-Bound Language Academies, an Education ("Customer"), whose address is 14271 Story Road San Jose, Ca. 95127

.

1. **Confirmation of Sales Order.** Customer hereby agrees to purchase from AMS, and AMS hereby agrees to sell to Customer, the multi-service networking equipment and services specified in the AMS price quote, customer purchase order, or other documentation attached hereto and labeled **Exhibit A**, the terms of which are hereby incorporated and made a part of this Agreement.

   This agreement is contingent on E-rate funding.

   Customer understands the equipment that was quoted in the ERate contract is non-returnable once it has been ordered and received.

2. **Payment Terms and Taxes.** Upon written funding approval from the Schools and Libraries Division (SLD) of the **Universal Service Administrative Company** (USAC), a sum representing the total utilized project cost minus the discount applied by the SLD and any items that are determined not E-rate eligible, shall be due to AMS.NET . A PO is required representing these items. Subsequent billing invoices for equipment and services provided under this Agreement shall be sent to Customer concurrently with the delivery of equipment and/or the provision of services, as the case may be. Customer is required to complete, sign, and return service certification form sent by SLD within 5 business days. All billing invoices shall be due and payable in full thirty (30) days after the date of billing (i.e., net 30 day payment terms), with the date of billing being the date indicated on the billing invoice. Customer shall pay any and all taxes based on or in any way computed with reference to the equipment and services being provided under this Agreement, (minus the discount applied by SLD) including but not limited to sales taxes but excluding taxes based on AMS's net income. Customer understands that they are responsible for costs incurred due to any unforeseen sales tax increases**.**

3. **Installation Date.** The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. **HOWEVER, ALL STATED DELIVERY AND INSTALLATION DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OR INSTALLATION.**

4. **Change Management Procedures**. It may become necessary to amend this agreement for reasons including, but not limited to, the following:
   - Changes to scope of the work and/or specifications for the Services,
   - Changes to the Milestone Invoice Schedule,
   - Changes to the project schedule due to unavailability of resources which are beyond either party's control, and/or,
   - Environmental or architectural conditions not previously identified.

   In the event either party desires to change this SOW, the following procedures shall apply:

   i. The party requesting the change will deliver a "Change Request" to the other party (an example of which is provided in Appendix B). The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work.
   ii. A change Request may be initiated either by Customer or by AMS for any changes to the SOW. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and additional fees, if required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.
   iii. AMS shall require a schedule extension of Services of up to thirty (30) Business Days for any personnel Change Request made by Customer.
   iv. Upon Execution of the Change Request, said Change Request will be incorporated into, and made part of, this SOW.
   v. AMS is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon in writing by both parties.

5. **Warranties.** AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects and workmanship for a warranty period of thirty (30) days commencing on the later of the date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this Agreement (this warranty being hereinafter referred to as an "Installation Warranty"). EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AMS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

   Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

6. **Return for Credit Policy.** Merchandise must be returned within 30 days in unopened original packaging. An RMA

number must be requested prior to the return and accompany the equipment when it is received.

7. **Limitation of Liability.** In no event shall AMS be liable to Customer for:
   a. Any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or AMS's performance or breach thereof, even if AMS has been advised of the possibility of any such damages or losses; or.
   b. Any damages resulting from or related to any failure or delay of AMS in the delivery or installation of equipment or the performance of installation or maintenance services (if any).
   c. Notwithstanding any other provision of this Agreement, all liability of AMS and its suppliers under this Agreement or otherwise shall be limited to the money paid to AMS under this Agreement. This limitation of liability is cumulative and not per incident.

8. **Attorneys' Fees.** If any legal action is necessary to enforce terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs in addition to any other relief to which the prevailing party may be entitled.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **Entire Agreement.** This Agreement, together with any price quotes or purchase orders attached hereto as **Exhibit A**, is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter of this Agreement, supersedes and cancels any prior understanding, communications or agreements of the parties with respect to the subject matter of this Agreement, and may be amended or supplemented only by a writing signed by both parties.

11. **Risk of loss.** Seller shall bear all risk of loss or damage to components of the system while they are in transit to the Customer and until deliver to the premises. Thereafter, such risk of loss shall be done by Customer, except for loss caused by the negligence of Seller or its employees

12. **Default.** If Customer shall fail to pay or cause payment of any sum owing to Seller hereunder when due, then, in addition to all other remedies available to Seller at law or equity or under other provisions of this Agreement and not in limitation thereof, Seller may, until said sum is paid in full, collect interest on the sum then owing at the rate of 18% per annum from the date of the last installment due date until such default by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest charges under the provisions of this paragraph exceed the maximum rate of interest that could be charged under applicable state law.

    Should either party institute legal action to enforce its rights under this agreement, the venue shall be in Alameda County, State of California, and the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs.

13. **Force majeure.** The obligations of Seller hereunder shall be suspended to the extent and for the period of time that is hindered or prevented from performing because of labor disturbances, strikes and lockouts, acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, failure of suppliers, and or any other cause beyond Seller's control.

14. **Assignment.** Seller shall have the right to assign Sellers obligations; however, Seller shall remain liable to Customer for the performance of Seller's obligations under the terms of this agreement.

15. **Customer to provide.** Customer shall, as specified by Seller provide appropriate environmental conditions, necessary commercial power and facilities for the System, access to the premises, and if required by local law, conduit and or special fire retarding cabling. Customer shall pay all charges for telephone trunk lines, in the room system is to be installed, if applicable as well as extensions and equipment for the installation of the system.

16. **Representation of Customer.** Customer warrants and represents that Customer has been duly authorized by all necessary corporate and other action of Customer and Customer's execution of this Agreement will not violate any provision of law or its Articles of Incorporation or Bylaws, or result in the breach of any agreement to which Customer is a party.

17. **Notices.** All notices required or permitted to be given under the Agreement may be given by either party to the other by depositing same in the United States Mail with first class postage prepaid or by fax. Until changed by written notice, such notices shall be direct to Seller at the address that appears at the beginning of this Agreement and Customer at the premises.

IN WITNESS WHEREOF, AMS and Customer have executed this Agreement as of the date first set forth above.

"AMS:"	"Customer:"
AMS.NET, Inc., a Delaware Corporation	Voices College-Bound Language Academies, a Education Customer
By: _____ Robert M. Tocci, President	By: _____ Its: _____

EXHIBIT A

Quote Number	Description	Total $
Q-00069420	Voices Stockton	$14,214.05

Total Investment $14,214.05

Customer Initials

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   - Environmental or architectural conditions not previously identified.

   In the event either party desires to change this SOW, the following procedures shall apply:

   i. The party requesting the change will deliver a "Change Request" to the other party (an example of which is provided in Appendix B). The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work.
   ii. A change Request may be initiated either by Customer or by AMS for any changes to the SOW. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and additional fees, if required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.
   iii. AMS shall require a schedule extension of Services of up to thirty (30) Business Days for any personnel Change Request made by Customer.
   iv. Upon Execution of the Change Request, said Change Request will be incorporated into, and made part of, this SOW.
   v. AMS is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon in writing by both parties.

5. **Warranties.** AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects and workmanship for a warranty period of thirty (30) days commencing on the later of the date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this Agreement (this warranty being hereinafter referred to as an "Installation Warranty"). EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AMS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

   Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

6. **Return for Credit Policy.** Merchandise must be returned within 30 days in unopened original packaging. An RMA

number must be requested prior to the return and accompany the equipment when it is received.

7. **Limitation of Liability.** In no event shall AMS be liable to Customer for:
   a. Any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or AMS's performance or breach thereof, even if AMS has been advised of the possibility of any such damages or losses; or.
   b. Any damages resulting from or related to any failure or delay of AMS in the delivery or installation of equipment or the performance of installation or maintenance services (if any).
   c. Notwithstanding any other provision of this Agreement, all liability of AMS and its suppliers under this Agreement or otherwise shall be limited to the money paid to AMS under this Agreement. This limitation of liability is cumulative and not per incident.

8. **Attorneys' Fees.** If any legal action is necessary to enforce terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs in addition to any other relief to which the prevailing party may be entitled.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **Entire Agreement.** This Agreement, together with any price quotes or purchase orders attached hereto as **Exhibit A**, is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter of this Agreement, supersedes and cancels any prior understanding, communications or agreements of the parties with respect to the subject matter of this Agreement, and may be amended or supplemented only by a writing signed by both parties.

11. **Risk of loss.** Seller shall bear all risk of loss or damage to components of the system while they are in transit to the Customer and until deliver to the premises. Thereafter, such risk of loss shall be done by Customer, except for loss caused by the negligence of Seller or its employees

12. **Default.** If Customer shall fail to pay or cause payment of any sum owing to Seller hereunder when due, then, in addition to all other remedies available to Seller at law or equity or under other provisions of this Agreement and not in limitation thereof, Seller may, until said sum is paid in full, collect interest on the sum then owing at the rate of 18% per annum from the date of the last installment due date until such default by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest charges under the provisions of this paragraph exceed the maximum rate of interest that could be charged under applicable state law.

    Should either party institute legal action to enforce its rights under this agreement, the venue shall be in Alameda County, State of California, and the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs.

13. **Force majeure.** The obligations of Seller hereunder shall be suspended to the extent and for the period of time that is hindered or prevented from performing because of labor disturbances, strikes and lockouts, acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, failure of suppliers, and or any other cause beyond Seller's control.

14. **Assignment.** Seller shall have the right to assign Sellers obligations; however, Seller shall remain liable to Customer for the performance of Seller's obligations under the terms of this agreement.

15. **Customer to provide.** Customer shall, as specified by Seller provide appropriate environmental conditions, necessary commercial power and facilities for the System, access to the premises, and if required by local law, conduit and or special fire retarding cabling. Customer shall pay all charges for telephone trunk lines, in the room system is to be installed, if applicable as well as extensions and equipment for the installation of the system.

16. **Representation of Customer.** Customer warrants and represents that Customer has been duly authorized by all necessary corporate and other action of Customer and Customer's execution of this Agreement will not violate any provision of law or its Articles of Incorporation or Bylaws, or result in the breach of any agreement to which Customer is a party.

17. **Notices.** All notices required or permitted to be given under the Agreement may be given by either party to the other by depositing same in the United States Mail with first class postage prepaid or by fax. Until changed by written notice, such notices shall be direct to Seller at the address that appears at the beginning of this Agreement and Customer at the premises.

IN WITNESS WHEREOF, AMS and Customer have executed this Agreement as of the date first set forth above.

"AMS:"	"Customer:"
AMS.NET, Inc., a Delaware Corporation	Voices College-Bound Language Academies, a Education Customer
By: _____ Robert M. Tocci, President	By: _____ Its: _____

EXHIBIT A

Quote Number	Description	Total $
Q-00069421	Voices Team Z	$4,246.87

Total Investment $4,246.87

Customer Initials

INTERNAL CONNECTIONS and/or BASIC MAINTENANCE CONTRACT ERATE 2023

THIS AGREEMENT is made and entered into this March 13, 2023, in the County of San Diego, State of California, by and between GigaKOM, a California corporation, with its principle place of business in San Diego, California hereafter "GigaKOM" and VOICES COLLEGE-BOUND LANGUAGE ACADEMIES hereinafter called the "School".

The following recitals are made part of this Category 2 Internal Connections Contract, hereafter Agreement:

WHEREAS, the School is pursuing E-Rate discounts to help fund the Technology Project(s) identified as Attachment A and incorporated by reference herein; and

WHEREAS, the School has determined that there is a need to contract with organizations that furnish Internet products and services in technology; and

WHEREAS, GigaKOM represents that it will provide trained and experienced personnel to provide such Internet equipment and services set forth called for by this Agreement; and

WHEREAS, the School has determined that it has a need to enter into this Agreement with GigaKOM for the Internet products, services and advice described herein;

NOW THEREFORE, it is mutually agreed by the parties herein, as follows:

Article 1. Contract with GigaKOM: The School hereby contracts with GigaKOM to provide the necessary products, services and advice as hereinafter set forth contingent upon the School receiving approval of its e-Rate funding request.

Article 2. GIGAKOM's Services:

(a) GigaKOM hereby agrees to provide the following equipment and services set forth to the satisfaction of the School and described in Attachment A and Attachment B if applicable.

(b) GigaKOM warrants that the recommendations, guidance, and performance of any person assigned under this Agreement shall be in accordance with sound engineering (technical practice and/or Internet access and maintenance standards), and the requirements of this Agreement. If any portion of the services supplied fails to comply with this warranty, and GigaKOM is so notified in writing within thirty (30) days after completion of this Agreement, GigaKOM will correctly perform such portion of the services at its own expense, within ninety (90) days or refund the amount of the compensation paid for such portion.

Article 3. Time of Performance and Term of Agreement: The services called for under this agreement shall be provided by GigaKOM during the period commencing after **April 1st, 2023** and ending upon completion of the project, but in no event later than the end of the ERATE **2023** Funding Year unless otherwise agreed upon in writing, executed by both parties.

Basic Maintenance Contract can be extended by five (5) additional one (1) year contract extensions based on mutual agreement by both parties.

Internal Connection Contract can be extended by two (2) additional one (1) year contract extensions based on mutual agreement by both parties.

Article 4. GigaKOM's Fee: The School shall pay GigaKOM for the providing all equipment rates/pricing established by Attachment A. This agreement is considered to be a "fixed price" contract with any related expenses such as travel and photocopying to be billed at cost. The total estimated contract amount is based on Attachment A. Any rates and estimates should be considered to be a good faith estimates based on the information received through the date of the contract. Any additional work required will be submitted in writing for approval on a time and materials basis. Unknown factors and/or additional requirements and tasks may require pricing adjustments. Any reduction in the quantity of components and services may result in unit price increases of individual components. Additionally, any reduction and or removal of services may result in 15% penalty for services not performed.

Article 5. Payments: School will be invoiced in progress invoices for equipment delivered and services rendered. All invoices are due and payable upon receipt. Payments should be remitted to:

GigaKOM
Attn: Accounting
9245 Activity Road, Suite 105
San Diego, CA 92126

GigaKOM will invoice the School's discounted amount, based on its ERATE discount. The School will be liable should the SLD deny payment on ordered items or services previously approved. A service charge of 18% per annum (1 1/2% per month) will be added monthly to all accounts more than 15 days overdue. The School will pay reasonable attorney's fees and other collections costs in the event that GigaKOM has to enforce payment.

For Basic Maintenance Contracts at the District’s discretion and in accordance with the rules of the SLD for broadband managed services, the district may opt to pre-pay for this agreement. In such a case, the District and GigaKOM will monitor the hours used on the contract to ensure there is no overpayment of funds. In case of SLD denial of payment of any portion of this contract, School will be responsible for paying 100% of unpaid balance.

Article 6. Employee Benefits: GigaKOM shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement as GigaKOM is a vendor to said School.

Article 7. Worker's Compensation Insurance: GigaKOM agrees to produce and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against School by a bonafide employee of GigaKOM participating under this Agreement, GigaKOM agrees to defend and hold harmless the School from such claim, and pay for, or reimburse the School for, any costs incurred by the School in defending against such claims, including but not limited to all of the School's attorneys fees and any other legal costs.

Article 8. Insurance: GigaKOM shall, at its expense, carry and if required by the School, provide written proof of adequate insurance to fully protect both GigaKOM and the School from any and all claims of any nature for damage to property or for personal injury including death, which may arise while GigaKOM is traveling to or from a work-related location.

Article 9. Confidentiality and Use of Information:

(a) GigaKOM shall hold in trust for the School, and shall not disclose to any person, any confidential information.

(b) The School shall keep confidential information which is related to GigaKOM's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

(c) GigaKOM shall advise School of any and all materials used, or recommended for use by GigaKOM to achieve the project goals, that are subject to any copyright restrictions or other requirements.

Article 10. Administrator of Agreement: This Agreement shall be administered on behalf of the School. Any notice desired or required to be sent to a party hereunder shall be addressed to:

For School:
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
Attn: Contract Department
6840 VIA DEL ORO
SAN JOSE, CA 95119
Tel: (408) 791-1609

_____

For GigaKOM:
GigaKOM
Attn: Contract Department
9245 Activity Road, Suite 105
San Diego, CA 92126
Tel: 858-769-5408

Article 11. Ownership of Work-Product: All products of work performed pursuant to this Agreement will be the sole property of the School except GigaKOM's proprietary information/products.

Article 12. Termination: The School or GigaKOM may terminate this Agreement only if ERATE funding by Schools and Libraries Division is denied. Notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by the School as provided in this section, GigaKOM shall be entitled to receive compensation for any equipment delivered and any satisfactory work completed up to the receipt by GigaKOM of notice of termination and the effective date of termination pursuant to specific request by the School for the performance of such work.

Article 13. Status of GigaKOM: It is agreed that School is interested only in the results obtained from service hereunder and that GigaKOM shall perform as a supplier/vendor with sole control of the manner and means of performing the services required under this Agreement. GigaKOM shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of GigaKOM and which shall not be subject to control or supervision by the School except as to the results of the work. GigaKOM is, for all purposes arising out of this Agreement, a supplier/vendor, and neither GigaKOM nor its employees shall be deemed an employee of the School for any purpose. It is expressly understood and agreed that GigaKOM and its employees shall in no event be entitled to any benefits to which School employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation worker's compensation benefits, sick or injury leave, or other benefits.

Article 14. Attorney's Fees: If suit is brought by either party to this Agreement to enforce any of its terms, each party shall pay its own litigation expenses incurred by the prevailing party, including attorneys' fees, court costs, expert witness fees, and investigation expenses. The forum for any disputes hereunder shall be the Superior Court of the State of California, County of San Diego, and all interpretations of all shall be those under the laws of the State of California.

Article 15. Assignment: No portion of this Agreement or any of the work to be performed hereunder may be assigned by GigaKOM without the express written consent of School, and without such consent all services hereunder are to be performed solely by GigaKOM, its officers, agents and employees.

Article 16. Alternations or Variance: No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 17. A. B. 1610: If GigaKOM personnel are in contact with students on a more than limited or occasional basis as determined by the School, GigaKOM, upon written notification, agrees to provide the School with: written certification under penalty of perjury that all of its employees who may come in contact with students have been, fingerprinted and had their criminal histories checked by GigaKOM and that none of these employees have been convicted of a serious or violent felony. This contract may, at the School's discretion, be immediately terminated in the event GigaKOM fails to comply with this law.

Article 18. Contingency of ERATE Funding**.** GigaKOM understands that purchase of the goods and services identified in Attachment A is based upon ERATE funding being approved for the School. Should such funding be denied, the School will have no obligation to purchase any items or services listed, however GigaKOM will continue to offer the goods and services as the prices listed. School has the option to purchase 0 or more of the items listed in Attachment A based on current SLD guidelines.

Article 19. Basic Maintenance Details. The services provided under this E-Rate Contract, which include Basic Maintenance elements, shall be limited to "basic maintenance services" as defined by the FCC's current E-rate rules. In general, this service will be limited to the provision of "break/fix" and preventive hardware maintenance, and of software updates and reconfigurations for E-rate eligible equipment. Other technical support services required by the School will be covered by a separate Technical Support Contract which will include: (a) any maintenance of ineligible equipment; and (b) any technical support that is over an above E-rate defined "basic" maintenance of eligible equipment.

GENERAL EXCLUSIONS

- Unless identified previously within the scope of work, this proposal is not inclusive of fire penetration sleeves, conduit, concrete cores and/or roof penetrations. If required for installation, additional charges will apply.

- Unless identified previously within the scope of work, Gigakom will install racks in specified locations and in the appropriate manner. Additional charges will apply if the location is not structurally compliant with the installation requested and facilities work is needed.

- Unless identified previously within the scope of work, all existing conduit is expected to be free and clear of debris with an appropriate pull string provided. Additional charges will apply for debris removal or the fishing of conduit.

- Unless identified previously within the scope of work, this proposal is not inclusive of the removal and replacement of furniture during the installation, additional charges will apply, if necessary.

- Unless identified previously within the scope of work, this proposal is based upon normal working hours and does not included weekend or overtime. If weekend or overtime hours are required for this project, additional charges will apply.

- Unless identified previously within the scope of work, this proposal is not inclusive of a Lift rental. If a Lift is required, additional charges will apply.

- Unless identified previously within the scope of work, this proposal is not inclusive of additional labor time required for clean room environments. If clean room environments require special clothing, cleaning of tools, etc, additional charges will apply.

- Unless identified previously within the scope of work, this proposal is not inclusive of installing horizontal cable in a “sequential-by-building” fashion. If a “sequential-by-building” installation is required, this must be identified prior to cable installation and will require additional charges.

- Unless identified previously within the scope of work, this proposal is not inclusive of any voice or data cross-connects and/or patch cord installation. If cross-connects and/or patch cords are to be installed by Gigakom, additional charges will apply.

- Unless identified previously within the scope of work, this proposal is not inclusive of any and all plywood backboards within each closet. If plywood backboards are required, additional charges will apply.

- Unless identified previously within the scope of work, cost associated with parking is not included within this proposal. If parking fees are required during the installation, additional charges will apply.

- Unless identified previously within the scope of work, cost associated with securing material on site is not included within this proposal. If adequate secured storage is not able to be provided by the Customer, additional charges will apply.

- Unless identified previously within the scope of work, this proposal is based upon utilizing onsite trash receptacles for removal of trash debris. If trash receptacles are not made available, additional charges will apply.

- This proposal requires a minimum 2 weeks notice of installation for any and all modular furniture installed during this project. Additional charges may apply if notice of less than 2 weeks is provided.

- Unless identified previously within the scope of work, this proposal is based upon the Customer providing all necessary Ring and String or Conduit necessary for each work station location. Additional charges will apply to each location requiring Gigakom to provide ring and string or conduit.

- Unless identified previously within the scope of work, this proposal is not inclusive of Gigakom providing temporary power or sanitary facilities. Additional charges will apply if required.

- Unless identified previously within the scope of work, this proposal is not inclusive of removing any and all existing cable or cable supports. Additional charges will apply if required.

- Telephone Vendor will be responsible for labeling any and all patch panels related to voice circuit extensions. GigaKOM will provide said Telephone Vendor with a Cut-Sheet for each cable location.

- A 25% restock fee will be charged for all returned items. Special order items are non-returnable.

- GigaKOM has several blanket endorsements included in its insurance policies. If separate endorsements are required, additional charges may apply.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

GIGAKOM Nancy Mena	VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
_____ GigaKOM Representative	_____ School Representative
_____ Authorized Signature 3/14/2023	_____ Authorized Signature
_____ DATE	_____ DATE

ATTACHMENT A

School ERATE Scope of Work

- Pricing is based on volume pricing and any changes may result in price change and additional shipping charges
- Project performance and payment bond might not be included in the price, if requested they will be added as a line item on the total awarded amount
- GigaKOM recommends 10% contingency for project for any unforeseen add, move and changes.

The items covered by this agreement are listed in the RFP, GigaKOM's Proposal and Response, Quotation and item 21.

- Please see pricing pages

ATTACHMENT B

Basic Maintenance School District ERATE Scope of Work
IF APPLICABLE

The following describes the range of maintenance services to be provided by GigaKOM. The proposed services are contingent upon final approval by the District.

Basic maintenance services are “necessary” if, but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without e-rate discounts.

Basic maintenance services do not include services that maintain equipment that is not supported or that enhance the utility of equipment beyond the transport of information, or diagnostic services in excess of those necessary to maintain the equipment’s ability to transport information.

The primary purpose of the services for which support is sought must be the delivery of services to the classrooms or other places of instruction at schools and libraries that meet the statutory definition of an eligible institution. Support for the administrative functions of library or education programs is permitted so long as the services are part of the network of shared services for learning. Support will be limited to services delivered to the onsite educational facility or facilities.

GigaKOM will provide support for all services under this contract that will provide a minimum of switched 100BT network service and T-1 Internet Access to all eligible areas of the district. This includes unanticipated component replacement and expansion of the district's network.

All services must be performed in the ERATE funding window.

Duties will be limited to only those dealing with maintenance and operation of telecommunications and internal connections as specified in FCC Document *CC Docket No. 96—45 Schools and Libraries Eligibility List.* (Attachment C). Any work not covered on the eligibility list must be covered under a separate contract or invoice.

LIST OF ELIGIBLE COMPONENTS

This list is required by the Schools and Libraries Division to identify the scope of equipment and services that are covered by this contract. Additionally, the SLD wishes to determine that no ineligible components are included for maintenance. All components must be a part of a network of shared services for learning.
The items covered by this agreement are listed in the RFP, GigaKOM’s proposal in response to the RFP and the quotation / pricing form provide

- Please see pricing pages

GIGAKOM

INFORMATION TECHNOLOGY SOLUTIONS PROVIDER

9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Date 3/14/2023
Quote # E2023 - H2040FA - Network and Power Equipment-BMIC

School Site	Product SKU #	Mftr	Product Description	E Rate Eligible	Qty	Price	Extended	Tax Amount	Total
Voices Flagship	901-R650-US00	Ruckus	Voices Flagship-RUCKUS ZoneFlex R650 dual-band 802.11abgn/ac Wireless Access Point	100%	2	$957.60	$ 1,915.20	$179.55	$ 2,094.75
Voices Flagship	CLD-RKWF-5001	Ruckus	Voices Flagship-RUCKUS Cloud Wi-Fi 5 Years Subscription for 1 AP, US Hosted	100%	2	$267.75	$ 535.50	$50.20	$ 585.70
Voices Flagship	CON-SNT-SRW001NA	Cisco	Voices Flagship-SNTC-8X5XNBD SG 300-10 10-port Gigabit Managed Switch	100%	1	$35.57	$ 35.57	$0.00	$ 35.57
Voices Flagship	CON-SNT-LM02TNA1	Cisco	Voices Flagship-SNTC-8X5XNBD SG200-26P 26-port Gigabit PoE Smart Switch	100%	3	$55.79	$ 167.37	$0.00	$ 167.37
Voices Flagship	CON-SNT-SG35052S	Cisco	Voices Flagship-SNTC-8X5XNBD Cisco SG350-52P 52-port Gigabit PoE Mana	100%	1	$131.79	$ 131.79	$0.00	$ 131.79
Voices Flagship	FG-40F-BDL-950-36	Fortinet	Voices Flagship-FortiGate-40F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	100%	1	$1,545.32	$ 1,545.32	$0.00	$ 1,545.32
Voices Flagship	821-1205-1000	Ruckus	Voices Flagship-RUCKUS WatchDog Support Renewal for ZoneDirector 1205, 1 Yea	100%	1	$225.75	$ 225.75	$0.00	$ 225.75
Voices Flagship	Installation & Configuration	GigaKOM	Voices Flagship-This quote includes installation and initial configuration of the following: (2) Interior Access Point(s) installed up to 12' in height (1) Firewall(s)	100%	1	$734.71	$ 734.71	$0.00	$ 734.71
						Voices Flagship	**$ 5,291.21**	**$ 229.75**	**$ 5,520.96**
Voices Morgan Hill at Peak	901-R650-US00	Ruckus	Voices Morgan Hill at Peak-RUCKUS ZoneFlex R650 dual-band 802.11abgn/ac Wireless Access Point	100%	3	$957.60	$ 2,872.80	$269.33	$ 3,142.13
Voices Morgan Hill at Peak	CLD-RKWF-5001	Ruckus	Voices Morgan Hill at Peak-RUCKUS Cloud Wi-Fi 5 Years Subscription for 1 AP, US Hosted	100%	3	$267.75	$ 803.25	$75.30	$ 878.55
Voices Morgan Hill at Peak	CBS350-48P-4G-NA	Cisco	Voices Morgan Hill at Peak-CBS350 Managed 48-port GE, PoE, 4x1G SFP	100%	1	$1,129.45	$ 1,129.45	$105.89	$ 1,235.34
Voices Morgan Hill at Peak	USP-PDU-Pro	Ubiquity	Voices Morgan Hill at Peak-SmartPower PDU Pro	100%	1	$276.49	$ 276.49	$25.92	$ 302.41
Voices Morgan Hill at Peak	FG-40F-BDL-950-36	Fortinet	Voices Morgan Hill at Peak-FortiGate-40F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	100%	1	$1,545.32	$ 1,545.32	$0.00	$ 1,545.32
Voices Morgan Hill at Peak	Installation & Configuration	GigaKOM	Voices Morgan Hill at Peak-This quote includes installation and initial configuration of the following: (3) Interior Access Point(s) installed up to 12' in height (1) 48 Port Switch(es) (1) Standard 2U UPS or UPS Batteries (1) Firewall(s)	100%	1	$1,015.60	$ 1,015.60	$0.00	$ 1,015.60
						Voices Morgan Hill at Peak	**$ 7,642.91**	**$ 476.44**	**$ 8,119.35**
Voices Mount Pleasant	FG-40F-BDL-950-12	Fortinet	Voices Mount Pleasant-FortiGate-40F Hardware plus 1 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	100%	1	$847.43	$ 847.43	$79.45	$ 926.88
Voices Mount Pleasant	901-R650-US00	Ruckus	Voices Mount Pleasant-RUCKUS ZoneFlex R650 dual-band 802.11abgn/ac Wireless Access Point	100%	11	$957.60	$ 10,533.60	$987.53	$ 11,521.13

Contract # 2023 Erate

GIGAKOM

9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Date 3/14/2023
Quote # E2023 - H2040FA - Network and Power Equipment-BMIC

Voices Mount Pleasant	CLD-RKWF-5001	Ruckus	Voices Mount Pleasant-RUCKUS Cloud Wi-Fi 5 Years Subscription for 1 AP, US Hosted	100%	13	$267.75	$ 3,480.75	$0.00	$	3,480.75
Voices Mount Pleasant	CBS350-48P-4G-NA	Cisco	Voices Mount Pleasant-CBS350 Managed 48-port GE, PoE, 4x1G SFP	100%	1	$1,129.45	$ 1,129.45	$105.89	$	1,235.34
Voices Mount Pleasant	CON-SNT-CBS3504G	Cisco	Voices Mount Pleasant-SNTC-8X5XNBD CBS350 Managed 48-port GE, PoE, 4x1G SFP	100%	1	$124.07	$ 124.07	$0.00	$	124.07
Voices Mount Pleasant	CBS350-24P-4G-NA	Cisco	Voices Mount Pleasant-CBS350 Managed 24-port GE, PoE, 4x1G SFP	100%	1	$589.00	$ 589.00	$55.22	$	644.22
Voices Mount Pleasant	CON-SNT-CBS35GAN	Cisco	Voices Mount Pleasant-SNTC-8X5XNBD CBS350 Managed 24-port GE, PoE, 4x1G SFP	100%	1	$64.50	$ 64.50	$0.00	$	64.50
Voices Mount Pleasant	SMT2200IC	APC	Voices Mount Pleasant-APC Smart-UPS, Line Interactive, 2200VA, Tower, 230V, 8x IEC C13+2x IEC C19 outlets, SmartConnect Port+SmartSlot, AVR, LCD	100%	1	$1,318.59	$ 1,318.59	$123.62	$	1,442.21
Voices Mount Pleasant	821-1205-1000	Ruckus	Voices Mount Pleasant-RUCKUS WatchDog Support Renewal for ZoneDirector 1205, 1 Yea	100%	1	$225.75	$ 225.75	$0.00	$	225.75
Voices Mount Pleasant	Installation & Configuration	GigaKOM	Voices Mount Pleasant-This quote includes installation and initial configuration of the following: (1) Firewall(s) (11) Interior Access Point(s) installed up to 12' in height (1) 48 Port Switch(es) (1) 24 Port Switch(es) (1) Standard 2U UPS or UPS Batteries	100%	1	$1,734.01	$ 1,734.01	$0.00	$	1,734.01
					Voices Mount Pleasant		**$ 20,047.15**	**$ 1,351.69**	**$**	**21,398.84**
Voices West Contra Costa	901-R650-US00	Ruckus	Voices West Contra Costa-RUCKUS ZoneFlex R650 dual-band 802.11abgn/ac Wireless Access Point	100%	7	$957.60	$ 6,703.20	$628.43	$	7,331.63
Voices West Contra Costa	CLD-RKWF-5001	Ruckus	Voices West Contra Costa-RUCKUS Cloud Wi-Fi 5 Years Subscription for 1 AP, US Hosted	100%	3	$267.75	$ 803.25	$75.30	$	878.55
Voices West Contra Costa	909-0001-ZD12	Ruckus	Voices West Contra Costa-RUCKUS ZoneDirector 1200 Single AP License Upgrade	100%	1	$121.80	$ 121.80	$0.00	$	121.80
Voices West Contra Costa	FG-40F-BDL-950-36	Fortinet	Voices West Contra Costa-FortiGate-40F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	100%	1	$1,545.32	$ 1,545.32	$0.00	$	1,545.32
Voices West Contra Costa	Installation & Configuration	GigaKOM	Voices West Contra Costa-This quote includes installation and initial configuration of the following: (7) Interior Access Point(s) installed up to 12' in height (1) Firewall(s)	100%	1	$1,066.69	$ 1,066.69	$0.00	$	1,066.69
					Voices West Contra Costa		**$ 10,240.26**	**$ 703.73**	**$**	**10,943.99**
						Line Items Total	**$ 43,221.53**	**$ 2,761.61**		**$45,983.14**
						Shipping (as applicable)				**$121.70**
						Grand Total				**$46,104.84**

THANK YOU FOR YOUR BUSINESS

GigaKOM Business Information

SPIN: 143027209, FCC # 0011991395, Certified Small Business – Micro # 40936,DIR Registration: 1000003984

Page 2 of 3

GIGAKOM

QUOTE

9245 Activity Road, Ste 105
San Diego, CA 92126

Customer	VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Date	3/14/2023
Quote #	E2023 - H2040FA - Network and Power Equipment-BMIC

GigaKOM Job Site Terms & Conditions

1. All areas of Hand holes/ maintenance holes and conduit pathways must be provided and accessible at time of work
2. Work shall be performed during normal business hours unless specified in the contact SOW. Additional charges for after hour / holiday work might apply
3. Parking on site shall be provided by client at no cost to GigaKOM
4. Client will provide free and clear access to all working areas
5. An onsite contact and access must be provided to GigaKOM prior to job site arrival
6. Any down time resulting from the lack of access or client required information, equipment is not the responsibly of GigaKOM and is billable
7. A $250 fee will be billed to client for missed appointment, or site not ready for installation. Also $150 will be billed for additional dispatch

GigaKOM Billing and SLA Terms & Conditions http://bit.ly/GIGAKOM-TCandSLA

1. Any work not included in this estimate will be billed as time and material, including any addtional labor outside of services specified above, consulting, etc. please refer to gigakom terms and conditions, billing and sla for rates: please work with you account manager on changes.

2. The price set forth above is a good faith estimate based on the information received through the date of this estimate and may change based on updated information. Any price changes shall be communicated to customer through a revised estimate. This estimate is valid for 30 days from the day of issue. **GigaKOM WILL BILL IN PROGRESS INVOICES. HARDWARE AND SOFTWARE WILL BE BILLED UPON ARRIVA**L on customer site or at GigaKOM whichever occurs first. Services / labor will be billed in milestones, initial milestone will be billed at project commencment totaling up to 50% of Service/ Labor price. Additional training or Professional Services can be provided at our standard rates.

3. Shipping charged may apply to all orders. Shipping Charges are estimates and will be billed at actual amount if higher.

4. Payment Details Past due amounts subject to finance charges* Customer shall reimburse all costs incurred in collecting past due amounts* *See GigaKOM Standard Terms and Conditions.

5. For Clients that utilize USAC SLD funding, GigaKOM will, based on agreement, invoice SLD for discounted portion. In case SLD denies payment or SLD does not pay within 90 days, Client will be responsible for full amount.

SALES ORDER AGREEMENT
E-RATE

THIS SALES ORDER AGREEMENT ("Agreement") is made and entered into on March 8 2023 , by and between AMS.NET, INC., a Delaware corporation ("AMS"), whose address is 502 Commerce Way, Livermore, CA 94551 and Voices College-Bound Language Academies, an Education ("Customer"), whose address is 14271 Story Road San Jose, Ca. 95127

.

1. **Confirmation of Sales Order.** Customer hereby agrees to purchase from AMS, and AMS hereby agrees to sell to Customer, the multi-service networking equipment and services specified in the AMS price quote, customer purchase order, or other documentation attached hereto and labeled **Exhibit A**, the terms of which are hereby incorporated and made a part of this Agreement.

   This agreement is contingent on E-rate funding.

   Customer understands the equipment that was quoted in the ERate contract is non-returnable once it has been ordered and received.

2. **Payment Terms and Taxes.** Upon written funding approval from the Schools and Libraries Division (SLD) of the **Universal Service Administrative Company** (USAC), a sum representing the total utilized project cost minus the discount applied by the SLD and any items that are determined not E-rate eligible, shall be due to AMS.NET . A PO is required representing these items. Subsequent billing invoices for equipment and services provided under this Agreement shall be sent to Customer concurrently with the delivery of equipment and/or the provision of services, as the case may be. Customer is required to complete, sign, and return service certification form sent by SLD within 5 business days. All billing invoices shall be due and payable in full thirty (30) days after the date of billing (i.e., net 30 day payment terms), with the date of billing being the date indicated on the billing invoice. Customer shall pay any and all taxes based on or in any way computed with reference to the equipment and services being provided under this Agreement, (minus the discount applied by SLD) including but not limited to sales taxes but excluding taxes based on AMS's net income. Customer understands that they are responsible for costs incurred due to any unforeseen sales tax increases**.**

3. **Installation Date.** The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. **HOWEVER, ALL STATED DELIVERY AND INSTALLATION DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OR INSTALLATION.**

4. **Change Management Procedures**. It may become necessary to amend this agreement for reasons including, but not limited to, the following:
   - Changes to scope of the work and/or specifications for the Services,
   - Changes to the Milestone Invoice Schedule,
   - Changes to the project schedule due to unavailability of resources which are beyond either party's control, and/or,
   - Environmental or architectural conditions not previously identified.

   In the event either party desires to change this SOW, the following procedures shall apply:

   i. The party requesting the change will deliver a "Change Request" to the other party (an example of which is provided in Appendix B). The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work.
   ii. A change Request may be initiated either by Customer or by AMS for any changes to the SOW. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and additional fees, if required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.
   iii. AMS shall require a schedule extension of Services of up to thirty (30) Business Days for any personnel Change Request made by Customer.
   iv. Upon Execution of the Change Request, said Change Request will be incorporated into, and made part of, this SOW.
   v. AMS is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon in writing by both parties.

5. **Warranties.** AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects and workmanship for a warranty period of thirty (30) days commencing on the later of the date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this Agreement (this warranty being hereinafter referred to as an "Installation Warranty"). EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AMS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

   Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

6. **Return for Credit Policy.** Merchandise must be returned within 30 days in unopened original packaging. An RMA

number must be requested prior to the return and accompany the equipment when it is received.

7. **Limitation of Liability.** In no event shall AMS be liable to Customer for:
   a. Any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or AMS's performance or breach thereof, even if AMS has been advised of the possibility of any such damages or losses; or.
   b. Any damages resulting from or related to any failure or delay of AMS in the delivery or installation of equipment or the performance of installation or maintenance services (if any).
   c. Notwithstanding any other provision of this Agreement, all liability of AMS and its suppliers under this Agreement or otherwise shall be limited to the money paid to AMS under this Agreement. This limitation of liability is cumulative and not per incident.

8. **Attorneys' Fees.** If any legal action is necessary to enforce terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs in addition to any other relief to which the prevailing party may be entitled.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **Entire Agreement.** This Agreement, together with any price quotes or purchase orders attached hereto as **Exhibit A**, is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter of this Agreement, supersedes and cancels any prior understanding, communications or agreements of the parties with respect to the subject matter of this Agreement, and may be amended or supplemented only by a writing signed by both parties.

11. **Risk of loss.** Seller shall bear all risk of loss or damage to components of the system while they are in transit to the Customer and until deliver to the premises. Thereafter, such risk of loss shall be done by Customer, except for loss caused by the negligence of Seller or its employees

12. **Default.** If Customer shall fail to pay or cause payment of any sum owing to Seller hereunder when due, then, in addition to all other remedies available to Seller at law or equity or under other provisions of this Agreement and not in limitation thereof, Seller may, until said sum is paid in full, collect interest on the sum then owing at the rate of 18% per annum from the date of the last installment due date until such default by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest charges under the provisions of this paragraph exceed the maximum rate of interest that could be charged under applicable state law.

    Should either party institute legal action to enforce its rights under this agreement, the venue shall be in Alameda County, State of California, and the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs.

13. **Force majeure.** The obligations of Seller hereunder shall be suspended to the extent and for the period of time that is hindered or prevented from performing because of labor disturbances, strikes and lockouts, acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, failure of suppliers, and or any other cause beyond Seller's control.

14. **Assignment.** Seller shall have the right to assign Sellers obligations; however, Seller shall remain liable to Customer for the performance of Seller's obligations under the terms of this agreement.

15. **Customer to provide.** Customer shall, as specified by Seller provide appropriate environmental conditions, necessary commercial power and facilities for the System, access to the premises, and if required by local law, conduit and or special fire retarding cabling. Customer shall pay all charges for telephone trunk lines, in the room system is to be installed, if applicable as well as extensions and equipment for the installation of the system.

16. **Representation of Customer.** Customer warrants and represents that Customer has been duly authorized by all necessary corporate and other action of Customer and Customer's execution of this Agreement will not violate any provision of law or its Articles of Incorporation or Bylaws, or result in the breach of any agreement to which Customer is a party.

17. **Notices.** All notices required or permitted to be given under the Agreement may be given by either party to the other by depositing same in the United States Mail with first class postage prepaid or by fax. Until changed by written notice, such notices shall be direct to Seller at the address that appears at the beginning of this Agreement and Customer at the premises.

IN WITNESS WHEREOF, AMS and Customer have executed this Agreement as of the date first set forth above.

"AMS:"	"Customer:"
AMS.NET, Inc., a Delaware Corporation	Voices College-Bound Language Academies, a Education Customer
By: _____ Robert M. Tocci, President	By: _____ Its: _____

EXHIBIT A

Quote Number	Description	Total $
Q-00069417	Voices Morgan Hill at MHCCC	$2,488.55

Total Investment $2,488.55

Customer Initials

SALES ORDER AGREEMENT
E-RATE

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   b. Any damages resulting from or related to any failure or delay of AMS in the delivery or installation of equipment or the performance of installation or maintenance services (if any).
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    Should either party institute legal action to enforce its rights under this agreement, the venue shall be in Alameda County, State of California, and the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs.

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IN WITNESS WHEREOF, AMS and Customer have executed this Agreement as of the date first set forth above.

"AMS:"	"Customer:"
AMS.NET, Inc., a Delaware Corporation	Voices College-Bound Language Academies, a Education Customer
By: _____ Robert M. Tocci, President	By: _____ Its: _____

EXHIBIT A

Quote Number	Description	Total $
Q-00069415	Voices Morgan Hill at Advent	$1,491.84

Total Investment $1,491.84

Customer Initials

Coversheet

Approve J-13 A for Voices Stockton

Section: III. Board Business
Item: A. Approve J-13 A for Voices Stockton
Purpose: Vote
Submitted by:
Related Material: j13a-v2.pdf

REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS

Form J-13A

(Revised December 2017)

California Department of Education

School Fiscal Services Division
Website: https://www.cde.ca.gov/fg/
Telephone: 916-324-4541
Email: attendanceaccounting@cde.ca.gov

Form J-13A Instructions

Why file:

The Request for Allowance of Attendance Due to Emergency Conditions, Form J-13A is used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code* (*EC*) Section 41422.
- When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *California Code of Regulations* (*CCR*), Title 5, Section 428.
- When attendance records have been lost or destroyed as described in *EC* Section 46391.

The California Department of Education's (CDE) approval of the J-13A, combined with other attendance records, serve to document the local educational agency's (LEA) compliance with instructional time laws and provide authority to maintain school for less than the required instructional days and minutes without incurring a fiscal penalty to the LEA's Local Control Funding Formula (LCFF) funding.

How to file:

The Form J-13A is available at https://www.cde.ca.gov/fg/aa/pa/j13a.asp. Also available on the J-13A Web page are FAQs and supplemental pages for sections B and C in Excel format. All affidavits must have original signatures.

Charter schools must file separately from the authorizing school district or county office of education (COE).

The LEA governing board must approve each request by completing Section E, Affidavit of School District, County Office of Education, or Charter School Governing Board Members. Once the majority of the governing board members have approved the request, the LEA should keep a copy of the request and then submit the original to the county superintendent who must approve the request before it can be submitted to the State Superintendent of Public Instruction, CDE. Charter schools must submit the request to their authorizing LEA for approval, who will then forward to the county superintendent for approval.

The following summarizes the J-13A submittal and CDE review process:

- The county superintendent executes the Affidavit of County Superintendent of Schools, certifying the approval.
- The COE should keep a copy of the request and mail the original request to the listed CDE address.
- Once CDE has received the Form J-13A, the request will go through a review process. If the request is approved, CDE will e-mail the approval letter and a copy of the request to all contacts listed on the form. CDE will also mail a hardcopy of the approval letter. If the request is denied, CDE will e-mail the denial letter and a copy of the request to all contacts listed on the form. CDE will also mail a hardcopy of the denial letter.

Where to file:

Mail the entire original Form J-13A to:

School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

General Instructions:

- Multiple emergency events and schools may be included on one Form J-13A. Be sure to include specific detailed information and supporting documents for each event and school.
- If the emergency event resulted in a closure and material decrease, complete sections B and C.
- Supplemental pages for sections B and C are available in Excel format for a request that requires more lines than allocated on Form J-13A.
- Attach supporting documentation. Redact any personally identifiable information. Examples of required supporting documentation:
  - Declaration of a State of Emergency
  - News articles
  - E-mails
  - Invoices

Form J-13A Instructions

- A local safety officer letter for any incident involving police activity, threats, cyber threats, etc.
- A county public health officer letter for any incident involving epidemic-type illness. The letter is to specify that the illness was an epidemic or that there was an increase in the number of cases of a disease above what is normally expected of the population in that area.

SECTION A: REQUEST INFORMATION

Refer to the California School Directory at https://www.cde.ca.gov/schooldirectory/ for information needed to complete this section.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

- LEA Name – Enter the name of the school district, COE, or charter school submitting the Form J-13A.
- County Code – Enter the two-digit county code associated with this entity.
- District Code – Enter the five-digit district code associated with this entity.
- Charter Number – If this request is for a charter school, enter the charter number associated with this entity.
- LEA Superintendent or Administrator Name – Enter the name of the superintendent or administrator associated with this entity.
- Fiscal Year – Enter the fiscal year of the requested emergency closure, material decrease and/or lost or destroyed attendance records.
- Address – Enter the LEA's full address including:
  - Number and street
  - County name
  - City
  - State
  - Zip code
- Contact Information – Enter a contact person for this request. Include the following:
  - Name
  - Title
  - Phone number
  - E-mail address

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST

Select the LEA type associated with the request and, for a school district or COE request, if all or select school sites are included in the request. Only one LEA type may be selected.

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST

Read each condition carefully and select one or more that apply to this request. In addition, indicate if the request is associated with a Declaration of a State of Emergency by the Governor of California.

SECTION B: SCHOOL CLOSURE

This section is used for closures pursuant to *EC* Section 41422. If the request does not include any school closures, select the "Not Applicable" box on the top right corner and proceed to Section C.

PART I: NATURE OF EMERGENCY

Use this field to describe in detail the nature of the emergency(s) that caused the school closure.

PART II: SCHOOL INFORMATION

The fields below correspond to the columns on Form J-13A.

A. School Name – Enter the school name of each school closed on a separate line. Use the supplemental Excel form at https://www.cde.ca.gov/fg/aa/pa/j13a.asp if more than 10 lines are needed for this request and select the "Supplemental Page(s) Attached" box on the top right corner.

B. School Code – Enter the seven-digit school code associated with the school listed in Column A. Use the California School Directory at https://www.cde.ca.gov/schooldirectory/ to locate the school code.

C. Site Type – Enter the site type associated with the school listed in Column A. This site information is need for CDE to determine the specific instructional time requirements for the listed school. Choose one of the following site type options:
   - Charter School
   - Community Day
   - Continuation School
   - County Community
   - Juvenile Court School

Form J-13A Instructions

- Opportunity School
- Special Education
- Traditional

D. Days in School Calendar – Provide the number of days in the school calendar. Attach a copy of the school calendar to the request. If the request includes multiple schools, attach a copy of each different school calendar and clearly identify which schools follow each calendar. If all schools have the same school calendar, note “all schools” at the top of the calendar.

E. Emergency Days Built In – Provide the number of additional days the school has built in to the school calendar to use as make-up days for emergency closures.

F. Built In Emergency Days Used – Provide the number of built in emergency days the school has used so far in the school year.

G. Date(s) of Emergency Closure – Enter the date(s) closed for the emergency in the current request.

H. Closure Dates Requested – Of the dates provided in Column G, enter the dates the school will not be able to make-up, and is requesting as part of the Form J-13A.

I. Total Number of Days Requested – Enter the total number of days for the dates requested in Column H.

PART III: CLOSURE HISTORY

In this section, provide the closure history for the current and five prior fiscal years for all schools included in the request, regardless if a J-13A request was submitted. For example, if a school had multiple closures in one year, group the closures by fiscal year and nature.

School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No
School #1	0123456	2016-17	12/5, 2/10	Flooding	Yes
School #1	0123456	2016-17	4/17-4/18	Power Outage	No
School #1	0123456	2015-16	12/15-12/6	Road Closures	Yes

SECTION C: MATERIAL DECREASE

This section is used to claim attendance for material decreases pursuant to *EC* Section 46392. If the request does not include any credits for a material decrease in attendance, select the “Not Applicable” box on the top right corner and proceed to Section D.

If the attendance of an LEA or a school is less than or equal to 90 percent of "normal" attendance for a reasonable time during or after an emergency event, the LEA may assume that a case exists for claiming emergency attendance credit for the "material decrease" of attendance. According to *CCR*, Title 5, Section 428, “normal” attendance is the average daily attendance (ADA) for the month of either October or May of the same school year. If the emergency occurred between July and September of the current year, the LEA must wait to submit the request until after October ADA of the current year can be calculated. The October or May ADA is used as a proxy for a normal day of attendance for the emergency day. However, if an emergency occurs in October or May, the LEA may request to use a different month as a proxy for a normal day of attendance for the emergency day.

Pursuant to *EC* Section 46392, the 90 percent threshold may be waived when the Governor has declared a “State of Emergency.” A copy of the Governor’s declaration should be included in the submittal. Any reduction of attendance in a necessary small school (NSS), even if less than 10 percent, may be considered material.

Attendance must be provided at the school site level. Approval of a districtwide material decrease is contingent upon the inclusion of all district sites, and a districtwide percentage of 90 percent or less on each emergency day. For non-districtwide emergencies, each school must meet the 90 percent threshold on each emergency day for approval of attendance credit.

PART I: NATURE OF EMERGENCY

Use this field to describe in detail the nature of the emergency(s) that caused the material decrease in attendance. Provide a detailed explanation for any gap in between emergencies. Request should be accompanied by supporting documents, if applicable.

PART II: MATERIAL DECREASE CALCULATION

The information provided in Parts II and III will be used to determine if the loss of attendance meets the 90 percent threshold for attendance credit approval (except when the governor declares a state of emergency or in the case of a NSS site), and to calculate the estimated attendance credit

Form J-13A Instructions

amount. The fields below correspond to the columns on Form J-13A.

A. School Name – Enter the school name of each school requesting attendance credit on a separate line. Use the supplemental Excel form at https://www.cde.ca.gov/fg/aa/pa/j13a.asp if more than 10 lines are needed for this request and select the "Supplemental Page(s) Attached" box on the top right corner.

B. School Code – Enter the seven-digit school code associated with the school listed in Column A. Use the California School Directory at https://www.cde.ca.gov/schooldirectory/ to locate the school code

C. "Normal" Attendance – Provide the ADA for the school month of October or May of the same school year.

   A school month is 20 days, or four weeks of five days each, including legal holidays but excluding weekend makeup classes (*EC* Section 37201). The school calendar begins on the first Monday of the week that includes July 1 or the Monday of the first week of school. As a result, school months can be split between September and October; October and November; April and May; May and June. Therefore, the CDE advises LEAs to use the school month that has the most school days in either October or May.

D. Dates Used for Determining "Normal" Attendance – Enter the date range of the school month used to provide the ADA in Column C.

E. Date of Emergency – Enter the date of the emergency. **If the emergency lasted for more than one day, use a separate line for each date.**

F. Actual Attendance – Provide the actual attendance for the school site on the date of emergency listed in Column E.

G. Qualifier: 90 Percent or Less (F/C) – Calculated field. If the nature of emergency is consistent with *EC* Section 46392, the school may qualify for an attendance adjustment when the Actual Attendance (Column F) divided by the "Normal" Attendance (Column C) yields a percentage of 90 percent or less. Exclude any emergency day that yields a percentage of more than 90 percent except when the governor declares a state of emergency or in a case of a NSS site.

H. Net Increase of Apportionment Days (C-F) – Calculated field. The Actual Attendance (Column F) is subtracted from the "Normal" Attendance (Column C) to determine the Net Increase of Apportionment Days (Column H). When attendance on the date of emergency is greater than the "normal" attendance, this field will yield zero and should be removed from the material decrease calculation table.

   If the request is approved, CDE's approval letter will include the total net increase of apportionment days, which may differ from the amount shown. The LEA will then divide this number by the days in the applicable P-1, P-2, or Annual reporting period to determine the ADA increase.

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS

Continuation education is an hourly program, therefore the attendance must be provided in hours for continuation schools. Three hours equals one apportionment day. The fields below correspond to the columns on Form J-13A.

A. School Name – Enter the school name of each continuation school requesting attendance credit on a separate line. Use the supplemental Excel file at https://www.cde.ca.gov/fg/aa/pa/j13a.asp if more than five lines are needed for this request and select the "Supplemental Page(s) Attached" box on the top right corner.

B. School Code – Enter the seven-digit school code associated with the school listed in Column A. Use the California School Directory at https://www.cde.ca.gov/schooldirectory/ to locate the school code.

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C. "Normal" Attendance Hours – Provide the attendance hours for the continuation school on the same day of the week prior to, or the week following the emergency.

   Example: If the emergency day is on a Tuesday, provide the attendance hours on the Tuesday of the week prior to or following the emergency.

D. Date Used for Determining "Normal" Attendance – Enter the date of the school day used to provide the attendance hours in Column C.

E. Date of Emergency – Enter the date of the emergency. **If the emergency lasted for more than one day, use a separate line for each date.**

F. Actual Attendance Hours – Provide the actual attendance hours for the continuation school on the date of emergency.

G. Qualifier: 90 Percent or Less (F/C) – Calculated field. If the nature of emergency is consistent with *EC* Section 46392, the school may qualify for an attendance adjustment when the Actual Attendance Hours (Column F) divided by the "Normal" Attendance Hours (Column C) yields a percentage of 90 percent or less. Exclude any emergency day that yields a percentage of more than 90 percent except when the governor declares a state of emergency or in a case of a NSS site.

H. Net Increase of Hours (C-F) – Calculated field. The Actual Attendance Hours (Column F) is subtracted from the "Normal" Attendance Hours (Column C) to determine the Net Increase of Hours (Column H). When attendance on the date of emergency is greater than the "normal" attendance, this field will yield zero and should be removed from the material decrease calculation table.

   If the request is approved, the approval letter will include the total net increase of hours for all continuation schools on the form, which may differ from the amount shown. The LEA will then convert the hours to apportionment days and divide this number by the days in the applicable P-1, P-2, or Annual reporting period to determine the ADA increase.

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

If this request does not include any lost or destroyed attendance records, select the "Not Applicable" box on the top right corner and proceed to Section E.

PART I: PERIOD OF REQUEST

Enter the dates of the records that were lost or destroyed.

PART II: CIRCUMSTANCES

Provide a detailed explanation on the emergency condition(s) and the extent of the lost or destroyed records.

PART III: PROPOSAL

Provide a detailed proposal or estimation in the allotted space.

SECTION E: AFFIDAVIT

A completed affidavit is required before submitting the entire Form J-13A request to CDE.

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS

- Enter the name of the school district, COE, or charter school.
- Enter the names of the all the board members.
- At least a majority of the board members must sign this affidavit.
- The governing board signatures must be witnessed. The witness person must complete the following fields:
  - Witnessed date
  - Name
  - Signature
  - Title
  - County name

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER

Only complete for a charter school request. Once the governing board members and witness fields have been completed, this request will be submitted to the charter school's authorizer for approval. An authorizer for a charter school may be

Form J-13A Instructions

a school district, COE or State Board of Education. If approved, the superintendent of the charter school's authorizer will complete the following fields:

- Name
- Signature
- Authorizing LEA Name

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

All requests must go to the COE for approval. If approved, the COE will complete Part III of the affidavit. The county superintendent's signature must be witnessed.

- Name of the County Superintendent of Schools (or designee)
- Signature of the County Superintendent of Schools (or designee)
- Witnessed date
- Witness name
- Witness signature
- Witness title
- County name
- Contact person/individual responsible for completing the county affidavit. Include the contact person's name, title, phone number and e-mail address.

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at https://www.cde.ca.gov/fg/aa/pa/j13a.asp for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME:	COUNTY CODE:	DISTRICT CODE:	CHARTER NUMBER (IF APPLICABLE):
Voices College Bound Language Academy at Stockton	39	68676	2077

LEA SUPERINTENDENT OR ADMINISTRATOR NAME:	FISCAL YEAR:
Lizzette Ramirez, COO	2022

ADDRESS:	COUNTY NAME:
321 E Weber Ave	San Joaquin

CITY:	STATE:	ZIP CODE:
Stockton	CA	95202-2707

CONTACT NAME:	TITLE:	PHONE:	E-MAIL:
Lizzette Ramirez	Chief Operating Officer	408-314-8640	lramirez@voicescharterschool.com

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

☐ SCHOOL DISTRICT	☐ COUNTY OFFICE OF EDUCATION (COE)	☑ CHARTER SCHOOL
Choose one of the following: ☐ All district school sites ☐ Select district school sites	Choose one of the following: ☐ All COE school sites ☐ Select COE school sites	

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

☑ SCHOOL CLOSURE: When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☐ MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☐ LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION B: SCHOOL CLOSURE

☐ Not Applicable (Proceed to Section C)

PART I: NATURE OF EMERGENCY (Describe in detail.)

☐ Supplemental Page(s) Attached

School cancellations due to extreme weather and power outages. Surrounding district, Stockton Unified School District, closed as well. National Weather Services altered Tornado Warning in the area, in addition to rising water.

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at https://www.cde.ca.gov/fg/aa/pa/j13a.asp if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested
VCBLA at Stockton	0139907	Charter	175	0	0	1/10/23	1/10/23	1

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
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SECTION C: MATERIAL DECREASE

☑ Not Applicable (Proceed to Section D)
☐ Supplemental Page(s) Attached

PART I: NATURE OF EMERGENCY (Describe in detail.)

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at https://www.cde.ca.gov/fg/aa/pa/j13a.asp if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
		Total: 0.00			0		0.00

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at https://www.cde.ca.gov/fg/aa/pa/j13a.asp if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
		Total: 0.00			0.00		0.00

**Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.*

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☉ Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
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SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of VCBLA at Stockton, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names	Board Members Signatures

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ _____ Title: _____ of _____ County, California
(Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ _____ Authorizing LEA Name: _____
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____ _____
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

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