C-24356:23:24

#### LOS ANGELES COUNTY OFFICE OF EDUCATION

#### CONTRACT FOR

### NETWORK SERVICES AND SUPPORT EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

SAGE OAK CHARTER SCHOOL, whose address is 1473 Ford Street, Suite 105, Redlands, CA 92373, hereinafter referred to as "District," mutually agree as follows:

#### 1. BASIS OF CONTRACT

- 1.1 LACOE shall provide access to network services and support via the LACOE Network, a telecommunications network established and maintained by LACOE.
- 1.2 Charges for the network services are based on the expenses incurred by LACOE in supporting the network through the Telecommunications Carriers, CENIC/K12 High Speed Network, and contractors providing equipment, lines, and services. The estimated annual charges listed on Exhibit A, Network Services and Support, attached hereto and made a part hereof, are based on the type, level, and number of services provided to the District.
- 1.3 The District is responsible for applicable taxes and surcharges passed through by the Telecommunications Carriers. The taxes and surcharges provided on the Exhibit A are an estimate and are subject to change due to a periodic adjustments made by taxing authorities.
- 1.4 The Direct Port charges includes costs of LACOE personnel, maintenance, software, and indirect cost rates. Indirect cost rates are assessed by the California Department of Education (CDE). The indirect cost rates are an estimate and subject to change annually to align with the CDE.
- 1.5 In the event E-Rate or CTF discounts are not granted, District agrees to pay the full price of the bandwidth rate.

- 1.6 LACOE will provide the District with Revised Exhibit A(s) during the contract year to reflect the addition and/or deletion of subscribed network services, and, by July 1 of each year to notify the District of the following fiscal year rate increases.
- 1.7 Exhibit B, Description of Network Services, attached hereto and made a part hereof, indicates the services available from LACOE.
- 1.8 All routers and associated equipment, that directly interface with the LACOE Network from a school site or a District office will be acquired, programmed, and installed by LACOE Network staff. This is essential for network efficiency and security. This equipment will remain the property of LACOE.
- 1.9 District has requested LACOE to provide said network services, and LACOE agrees to do so in accordance with the terms and conditions of this Contract. Any modifications, repairs, upgrades, improvements, programming, troubleshooting, and reconfiguration of equipment and services related to the LACOE Network performed by the District or its contractors must be coordinated with LACOE's Technology Services.

#### 2. TERM

This Contract shall begin on July 1, 2023, and continue in full force and effect through June 30, 2024, unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

#### 3. PAYMENT

The amount payable for service charges, Data lines, equipment maintenance fees, and consulting fees, shall be transferred quarterly by journal voucher from the District to LACOE. A quarterly invoice shall be provided to the District if requested in writing. In the event District does not have access to journal voucher, LACOE will invoice the District. Fees for newly added equipment or circuit installations/upgrades will be transferred by journal voucher or invoice from LACOE to the District, at the end of the quarter in which installation is completed.

The amount payable for Virtual Private Network (VPN) access and IP Address leasing will be transferred by journal voucher from LACOE to the District on an annual basis in July.

#### 4. TAXES, SURCHARGES AND FEES

District shall pay all applicable taxes, fees or surcharges imposed on or in connection with the services that are the subject of this Contract, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local government charges or regulatory fees.

#### 5. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with LACOE's sole negligence or error or omission. LACOE shall bear no liability for the acts or omissions of its contractors hired to perform work under this Contract. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

#### 6. INSURANCE

Both parties shall take out and maintain such general liability, property damage and automobile insurance as is required to protect their interests.

#### 7. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or

registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Procurement Services LOS ANGELES COUNTY OFFICE OF EDUCATION 9300 Imperial Highway, ECW Room 157 Downey, CA 90242-2890

District:

Mailing Address is District Office

#### 8-10. SECTIONS RESERVED (Intentionally left blank.)

#### 11. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

#### 12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, both parties, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

#### 13. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

#### 14. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

#### 15 MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

#### 16. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

#### 17. SEVERABILITY / WAIVER

- 17.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- 17.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

#### 18. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

#### 19. TERMINATION

The Contract may be terminated by either party upon sixty (60) days' written notification. If LACOE elects to terminate this Contract for its convenience, LACOE shall cease to provide services after the date of termination. Thereafter, the District shall have no further claims against LACOE under this Contract. If District elects to terminate this Contract for its own convenience, District shall pay LACOE for services provided through the date of termination including early termination fee assessed by the Telecommunications Carrier and other related costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, LACOE shall no further claims against the District under this Contract.

#### 20. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

#### 21. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

#### 22. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. Both parties warrant that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by either party, provide evidence of same.

#### 23. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

#### 24. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

#### 25. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

#### 26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

#### 27. RECORD RETENTION AND INSPECTION

District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

#### 28. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

#### 29. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

#### 30. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

#### 31. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco/marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco/marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles. This includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

#### 32. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

## 33. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)</u>

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

- 33.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 33.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 33.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,
- 33.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

#### 34. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy. The Parties represent and warrant that those persons signing this Contract are authorized to execute this Contract.

### LOS ANGELES COUNTY OFFICE OF EDUCATION

### SAGE OAK CHARTER SCHOOL

ByAnne Brache Procurement Services Coordinator	By Tim O'Brien  Tim O'Brien
	Typed or Printed Name
	Title <u>Services/CFO</u> Assistant Superintendent, Business
Date mc 5-28 Report 6/12/2024	Date7/16/2024



**Technology Services - Network Services and Support** 

9300 Imperial Highway, Downey, CA 90242

Phone: (562) 922-6646

#### **Exhibit A - Cost Estimate**

Do Not Forward Without LACOE Consent

SITE: Sage Oak Charter School SERVICE DESCRIPTION DATE
ADDRESS: 1473 Ford St., Suite 105 VPN Access to LACOE Business Services 5/21/2024

Redlands, CA 92373

CONTACT NAME: Lisa Lavallee

**CSO Payroll Manager TELEPHONE:** (888) 435-4445

EMAIL: llavallee@sageoak.education

VPN <sup>1</sup> SERVICE RATE WORKSHEET	Pricing
Total Number of District VPN User Account License Annual VPN User Account License Cost	1 \$200.00
Annual Cost:	\$200.00

#### [NOTES]

<sup>1</sup>VPN - Virtual Private Network. Any access to LACOE's financial applications such as HRS, Peoplesoft, RAD, etc., will require installation and use of a VPN client to secure sensitive traffic.

- Annual pricing is based on a one-year commitment with LACOE.
- If adding a new user account license, Site will be charged the annual cost.

# EXHIBIT B DESCRIPTION OF SERVICES AVAILABLE EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The services provided in this Exhibit B are for Internet Access only.

Internet service can support a single LAN at the District office/school site, multiple LAN's within a single site, or multiple school site LAN's connected to the District office by an intra-district network.

#### DESCRIPTION OF SERVICE SUPPORT - RECURRING CHARGES

- 1. Line Cost (Based on multi-year rates).
- 2. Line costs are based on 3 year contracts with the Telecommunications Carrier and the responsibility of the District to maintain this commitment. Early termination will cause the Telecommunications Carrier to penalize the District via LACOE.
- 3. Service Fee Will vary with total bandwidth of District's connection.

#### DESCRIPTION OF SERVICE SUPPORT - ONE TIME CHARGES

4. LACOE will install all the necessary telecommunications services and equipment to provide the District with access to the Internet at the contracted bandwidth subject to available capacity on the K12HSN/CENIC Network. LACOE will also work with the K12HSN/CENIC Network to monitor and make arrangements to increase bandwidth subject to K12HSN budgetary and logistical constraints. The equipment and services normally provided include the data line or lines, a router or switch, Domain Name Service (DNS) and training of District staff on how to manage TCP/IP addresses for the District.

#### DESCRIPTION OF SERVICE SUPPORT – NETWORK CONSULTING SERVICES

- 5. Consulting Services for Wide Area Network (WAN) or Local Area Network (LAN) Projects. Based on a charge of \$110.00 per hour of contracted time. Services include wide and local area network planning, equipment recommendations for WAN or LAN, site wiring requirements analysis, cost information for circuit types and equipment, WAN installations and implementations support.
- 6. Local Area Network support services. On site assistance provided for contracted number of days per year. Per day rates are based on \$110.00 per hour. Service includes trouble-shooting, basic training in use of network systems software such as E-mail and emergency assistance.

C-24357:24:25

#### LOS ANGELES COUNTY OFFICE OF EDUCATION

#### CONTRACT FOR

### NETWORK SERVICES AND SUPPORT EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

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SAGE OAK CHARTER SCHOOL, whose address is 1473 Ford Street, Suite 105, Redlands, CA 92373, hereinafter referred to as "District," mutually agree as follows:

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#### 22. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. Both parties warrant that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by either party, provide evidence of same.

#### 23. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

#### 24. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

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#### 28. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

#### 29. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

#### 30. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

#### 31. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco/marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco/marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles. This includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

#### 32. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

## 33. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)</u>

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

- 33.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 33.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 33.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,
- 33.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

#### 34. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy. The Parties represent and warrant that those persons signing this Contract are authorized to execute this Contract.

### LOS ANGELES COUNTY OFFICE OF EDUCATION

### SAGE OAK CHARTER SCHOOL

By Anne Brache Procurement Services Coordinator	By Tim O'Brien  Tim O'Brien
	Typed or Printed Name
	Assistant Superintendent, Business Title <u>Services/CFO</u>
Date mc 5-28 Report 6/12/2024	Date7/16/2024



**Technology Services - Network Services and Support** 

9300 Imperial Highway, Downey, CA 90242

Phone: (562) 922-6646

DATE

#### **Exhibit A - Cost Estimate**

Do Not Forward Without LACOE Consent

SITE: SERVICE DESCRIPTION Sage Oak Charter School ADDRESS: VPN Access to LACOE Business Services 5/21/2024

1473 Ford St., Suite 105 Redlands, CA 92373

CONTACT NAME: Lisa Lavallee

CONTACT TITLE: **CSO Payroll Manager** TELEPHONE: (888) 435-4445

EMAIL: llavallee@sageoak.education

VPN <sup>1</sup> SERVICE RATE WORKSHEET	Pricing
Total Number of District VPN User Account License Annual VPN User Account License Cost	1 \$200.00
Annual Cost:	\$200.00

#### [NOTES]

<sup>1</sup>VPN - Virtual Private Network. Any access to LACOE's financial applications such as HRS, Peoplesoft, RAD, etc., will require installation and use of a VPN client to secure sensitive traffic.

- Annual pricing is based on a one-year commitment with LACOE.
- If adding a new user account license, Site will be charged the annual cost.

# EXHIBIT B DESCRIPTION OF SERVICES AVAILABLE EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The services provided in this Exhibit B are for Internet Access only.

Internet service can support a single LAN at the District office/school site, multiple LAN's within a single site, or multiple school site LAN's connected to the District office by an intra-district network.

#### DESCRIPTION OF SERVICE SUPPORT - RECURRING CHARGES

- 1. Line Cost (Based on multi-year rates).
- 2. Line costs are based on 3 year contracts with the Telecommunications Carrier and the responsibility of the District to maintain this commitment. Early termination will cause the Telecommunications Carrier to penalize the District via LACOE.
- 3. Service Fee Will vary with total bandwidth of District's connection.

#### DESCRIPTION OF SERVICE SUPPORT - ONE TIME CHARGES

4. LACOE will install all the necessary telecommunications services and equipment to provide the District with access to the Internet at the contracted bandwidth subject to available capacity on the K12HSN/CENIC Network. LACOE will also work with the K12HSN/CENIC Network to monitor and make arrangements to increase bandwidth subject to K12HSN budgetary and logistical constraints. The equipment and services normally provided include the data line or lines, a router or switch, Domain Name Service (DNS) and training of District staff on how to manage TCP/IP addresses for the District.

#### DESCRIPTION OF SERVICE SUPPORT – NETWORK CONSULTING SERVICES

- 5. Consulting Services for Wide Area Network (WAN) or Local Area Network (LAN) Projects. Based on a charge of \$110.00 per hour of contracted time. Services include wide and local area network planning, equipment recommendations for WAN or LAN, site wiring requirements analysis, cost information for circuit types and equipment, WAN installations and implementations support.
- 6. Local Area Network support services. On site assistance provided for contracted number of days per year. Per day rates are based on \$110.00 per hour. Service includes trouble-shooting, basic training in use of network systems software such as E-mail and emergency assistance.

#### **Certificate Of Completion**

Envelope Id: 69C5B0BCA88C4B7A8F29431A7F9952C6

Subject: Complete with Docusign: C-24356.pdf, C-24357.pdf

Source Envelope:

Document Pages: 24

Signatures: 2 Certificate Pages: 5 Initials: 0

AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

**Envelope Originator:** 

Sage Oak Charter Schools Human Resources (MV)

mvillalobos@sageoak.education

IP Address: 47.149.41.30

#### **Record Tracking**

Status: Original

7/16/2024 11:31:43 AM

Holder: Sage Oak Charter Schools Human

Resources (MV)

mvillalobos@sageoak.education

Location: DocuSign

#### **Signer Events**

Tim O'Brien

TOBrien@sageoak.education

Director, Business Services, CFO

In Person Signer Events

Security Level: Email, Account Authentication

(None)

Signature DocuSigned by:

tim O'Brien 725EEEED33D74BC.

Signature Adoption: Pre-selected Style Using IP Address: 47.178.38.113

#### **Timestamp**

Sent: 7/16/2024 11:38:58 AM Viewed: 7/16/2024 11:43:05 AM Signed: 7/16/2024 11:43:16 AM

#### **Electronic Record and Signature Disclosure:**

Accepted: 6/28/2019 9:51:32 AM

ID: 6ffc4aab-119c-4797-96e1-d095f64481ea

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**Editor Delivery Events Status Timestamp** 

**Agent Delivery Events Status Timestamp** 

**Intermediary Delivery Events Status Timestamp** 

**Certified Delivery Events Status Timestamp** 

#### **Carbon Copy Events Status Timestamp**

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Lisa Lavallee

Illavallee@cccs.education

Security Level: Email, Account Authentication

(None)

#### **Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Michale Choi Choi\_Michael@lacoe.edu

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Wendy Shin

Shin\_Wendy@lacoe.edu

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Sent: 7/16/2024 11:43:17 AM

Sent: 7/16/2024 11:43:18 AM

Sent: 7/16/2024 11:43:18 AM

Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	7/16/2024 11:38:58 AM		
Certified Delivered	Security Checked	7/16/2024 11:43:05 AM		
Signing Complete	Security Checked	7/16/2024 11:43:16 AM		
Completed	Security Checked	7/16/2024 11:43:19 AM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

Electronic Record and Signature Disclosure created on: 12/20/2018 11:54:17 AM Parties agreed to: Tim O'Brien

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Sage Oak (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

#### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Sage Oak:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kwoodgrift@sageoak.education

#### To advise Sage Oak of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kwoodgrift@sageoak.education and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### To request paper copies from Sage Oak

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kwoodgrift@sageoak.education and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with Sage Oak

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kwoodgrift@sageoak.education and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

#### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Sage Oak as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Sage Oak during the course of your relationship with Sage Oak.