



# Urban Montessori Charter School

## Finance Committee Regular Meeting

Published on March 13, 2023 at 9:33 AM PDT

---

### Date and Time

Wednesday March 15, 2023 at 1:00 PM PDT

### Location

[this meeting was originally scheduled for 3/16/23.]

4551 Steele Street, Oakland, CA 94619. Signage on campus will direct you to the correct room, generally the Sun Room.

The public may comment and participate [via Zoom](#) if they prefer. The public may also email comments to [greg@urbanmontessori.org](mailto:greg@urbanmontessori.org) to be shared by the during the meeting . Please make that intention clear in your email.

<https://us02web.zoom.us/j/82592855160?pwd=cG02OTRoUVdrdngwOTI2WFBrOTBzQT09>

Meeting ID: 825 9285 5160; Passcode 510 842 1181

One tap mobile

+16699009128,,82592855160# US (San Jose)

+12532158782,,82592855160# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 825 9285 5160

Find your local number: <https://us02web.zoom.us/j/82592855160>

Additional teleconference locations:

The public can find documents related to this agenda either linked directly on the agenda or under "Other files" after selecting the meeting in BoardOnTrack prior to viewing the agenda. Downloading the "packet" may not include all of the "Other files" that are still otherwise available to the public.

Important Notice: Due to increased demand, dial-in by phone audio conferencing capabilities may be unavailable. During this time, Zoom strongly recommends using computer audio capabilities (or via phone with the Zoom app) while on wifi.

If you have any trouble getting on the Zoom, please text 510-290-4005 for support.

Members: Greg Klein (Chair), Ann Rhodes

Urban Montessori Charter School welcomes your participation at Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the organization in public. Your participation assures us of continuing community interest in our school and assists the Board in making the best decisions for our school. To assist you in the ease of speaking/participating in our meetings, guidelines are provided at the bottom of this agenda. All materials for all board and committee meetings, including audio recordings of Regular Board Meetings, are available on our [BoardOnTrack public portal](#) and also through the [UMCS School Calendar](#).

## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>1:00 PM</b>
<b>A.</b> Call the Meeting to Order		Greg Klein	
<b>B.</b> Record Attendance		Greg Klein	1 m
<b>C.</b> Vote on Minutes from prior Finance Committee Meeting	Approve Minutes	Greg Klein	1 m
Vote on minutes for Finance Committee Regular Meeting on January 19, 2023.			
Approve minutes for Finance Committee Regular Meeting on January 19, 2023			
<b>D.</b> Vote on Minutes from November Finance Committee Meeting	Approve Minutes	Greg Klein	5 m
Vote on minutes for Finance Committee Regular Meeting on November 17, 2022.			

	Purpose	Presenter	Time
<b>E. Review of Action/Discussion Items</b>	Discuss	Greg Klein	1 m

With input from the committee, the Chair may decide, based upon a number of factors, to reorder the action/discussion items to best suit the needs of the meeting. No additional action/discussion items will be added at this time.

<b>F. Presentations from the Floor</b>		Greg Klein	5 m
--	--	------------	-----

PRESENTATIONS ON NON-AGENDA ITEMS – Any person wishing to speak to any item not on the agenda will be granted three minutes to make a presentation. Speakers requiring translation will be granted double time. Comments should refer to matters within the jurisdiction of this committee.

**II. Finance 1:13 PM**

<b>A. Discussion Item: Monthly Fiscal Report</b>	Discuss	Josh Clark	15 m
--	---------	------------	------

1. Current year-to-date forecast updates:
  1. Largest changes from the prior forecast in individual expense and revenue areas
  2. Latest enrollment, attendance, and average daily attendance (ADA)
  3. Current cash flow and ending fund balance projections, including COVID one-time revenue/expenses
  4. Fundraising

<b>B. Contracts, invoices, and payments above \$15,000</b>	Discuss	Krishna Feeney	5 m
--	---------	----------------	-----

If needed, a discussion of any contracts, invoices, and payments above \$15,000.

<b>C. Local Control and Accountability Plan for 2023-2024</b>	Discuss	Greg Klein	5 m
---	---------	------------	-----

Discussion on updates to our LCAP development, and the timeline and process for developing the [2023-2024 LCAP](#)

<b>D. Measure G1 Review and discussion</b>	Discuss	Krishna Feeney	5 m
--	---------	----------------	-----

**III. Finance Committee's Support of Long Term Goals 1:43 PM**

<b>A. Overview</b>	Discuss	Greg Klein	10 m
--------------------	---------	------------	------

Discussion of the Finance committee's work in support of the [UMCS Long Term Goals](#), with a focus this month on the enrollment-related goal, current enrollment, application, and acceptance information.

	Purpose	Presenter	Time
<b>IV. Closed Session</b>			<b>1:53 PM</b>
<b>A. Closed Session Items</b>	Discuss	Greg Klein	10 m

1. Public Employee Performance Evaluation - Head of School

"Closed Session" is always agendized ahead of time as a "Discuss" item. If any votes are taken during any Closed Session, those are reported out publicly upon return to Open Session.

<b>B. Report out of Closed Session</b>	Vote	Greg Klein	2 m
--	------	------------	-----

"Return to Open Session" is always agendized ahead of time as a "Vote" item. It is not meant to indicate the the Board *shall* take an action at this time. If any votes are taken during any Closed Session, those are reported out publicly at this time on the agenda.

<b>V. Closing Items</b>			<b>2:05 PM</b>
<b>A. New Business</b>	Discuss	Greg Klein	1 m

Collect topics for future meetings, as needed.

<b>B. Adjourn Meeting</b>	Discuss	Greg Klein	1 m
---------------------------	---------	------------	-----

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY The Governing Board’s presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

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 of the Governing Board may request assistance by contacting UMCS at 4551 Steele Street, Oakland, CA 94619 or [info@urbanmontessori.org](mailto:info@urbanmontessori.org).

FOR MORE INFORMATION For more information concerning this agenda or for materials relating to this meeting, please contact UMCS at 4551 Steele Street, Oakland, CA 94619 or [board@urbanmontessori.org](mailto:board@urbanmontessori.org). All materials are available via the Governance Section of our website: <http://www.urbanmontessori.org/governance> or directly via our [BoardOnTrack public portal](#).

# Coversheet

## Vote on Minutes from prior Finance Committee Meeting

**Section:** I. Opening Items  
**Item:** C. Vote on Minutes from prior Finance Committee Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Finance Committee Regular Meeting on January 19, 2023

APPROVED



## Urban Montessori Charter School

### Minutes

#### Finance Committee Regular Meeting

---

##### **Date and Time**

Thursday January 19, 2023 at 3:00 PM

##### **Location**

4551 Steele Street, Oakland, CA 94619. Signage on campus will direct you to the correct room, generally the Sun Room.

The public may comment and participate [via Zoom](#) if they prefer. The public may also email comments to [greg@urbanmontessori.org](mailto:greg@urbanmontessori.org) to be shared by the during the meeting. Please make that intention clear in your email.

<https://us02web.zoom.us/j/82592855160?pwd=cG02OTRoUVdrdngwOTI2WFBrOTBzQT09>

Meeting ID: 825 9285 5160; Passcode 510 842 1181

One tap mobile

+16699009128,,82592855160# US (San Jose)

+12532158782,,82592855160# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 825 9285 5160

Find your local number: <https://us02web.zoom.us/j/k1Y3eQWvA>

---

Additional teleconference locations:

---

The public can find documents related to this agenda either linked directly on the agenda or under "Other files" after selecting the meeting in BoardOnTrack prior to viewing the agenda. Downloading the "packet" may not include all of the "Other files" that are still otherwise available to the public.

Important Notice: Due to increased demand, dial-in by phone audio conferencing capabilities may be unavailable. During this time, Zoom strongly recommends using computer audio capabilities (or via phone with the Zoom app) while on wifi.

If you have any trouble getting on the Zoom, please text 510-290-4005 for support.

Members: Greg Klein (Chair), Ann Rhodes

Urban Montessori Charter School welcomes your participation at Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the organization in public. Your participation assures us of continuing community interest in our school and assists the Board in making the best decisions for our school. To assist you in the ease of speaking/participating in our meetings, guidelines are provided at the bottom of this agenda. All materials for all board and committee meetings, including audio recordings of Regular Board Meetings, are available on our [BoardOnTrack public portal](#) and also through the [UMCS School Calendar](#).

---

**Committee Members Present**

A. Rhodes (remote), G. Klein

**Committee Members Absent**

*None*

**Guests Present**

K. Feeney

---

**I. Opening Items**

**A. Call the Meeting to Order**

G. Klein called a meeting of the Finance Committee of Urban Montessori Charter School to order on Thursday Jan 19, 2023 at 3:01 PM.

**B. Record Attendance**

**C. Vote on Minutes from prior Finance Committee Meeting**



Tabled.

**D. Review of Action/Discussion Items**

**E. Presentations from the Floor**

No comments on items not on the agenda.

**II. Finance**

**A. Discussion Item: Monthly Fiscal Report**

Josh shared the monthly report through end of December. Current forecast shows increases in local revenue, mostly from after school program, and savings in some expenses related to refining support teacher work days throughout the year. Decreases also in LCFF and other state revenue, with the forecast now at about \$280k in operating income for the year. Krishna shared that the after school revenue will be reinvested into the after school program for additional services.

Fund balance is now project at around \$1.7M or 32.6% of expenses. Cash on hand looks strong through the end of the fiscal year. Enrollment stablized and attendance dipped in December.

No other questions or comments on this item.

**B. Audit process for 2021-2022**

Krishna shared that it's nearly done. One piece is still pending that was solved just earlier today. The auditors requested an extension for the work on their end until March which the County granted, but is now all on track on our end.

No questions or public comments on this item.

**C. Contracts, invoices, and payments above \$15,000**

Tabled.

**D. Discussion of Schedule of Regular Meetings starting in 2023**

The committee discussed the schedule and decided to keep the current calendar of meetings.

No questions or public comments on this item.

**E. Governor's January Proposal for 2023-2024**

Josh shared highlights from the Governor's proposal, including the spring timeline of the iterative process of how the following year's budget is developed for the state.

Josh shared about the Prop 28 Arts & Music grant to supplement, not supplant, current arts and music instruction. Each school year, have three years to spend that particular year's allocation of funding. Projected at \$46k for the upcoming year for UMCS.

The Governor proposed an ~8% COLA.

Greg asked when the committee will see the latest multiyear projections and budgets? Krishna shared that much of the information will be included at the Board meeting regarding the upcoming Material Revision submission, and then in Finance Committee starting in February.

No public comments on this item.

### **III. Finance Committee's Support of Long Term Goals**

#### **A. Overview**

Greg shared the six goals and draft metrics and objectives. The committee discussed the four goals that connect to the finance committee and got up to date versions of the [ABAR](#) statement and [Land Acknowledgement](#). Krishna shared on the importance of not just periodically reviewing, but truly embedding the letter and spirit of documents in our regular work and how we work together in the committee. For next time, Ann will share some questions for Admin to report out on related to the enrollment goal.

No public comments on this item.

### **IV. Closed Session**

#### **A. Closed Session Items**

At 3:45pm, Greg shared that the committee would go into closed session on Public Employee Performance Evaluation - Head of School. There were no public comments on this item.

#### **B. Report out of Closed Session**

At 4:07pm, the committee returned to open session. No actions were taken.

### **V. Closing Items**

#### **A. New Business**

No new items at this time.

#### **B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:07 PM.

Respectfully Submitted,  
G. Klein

---

### **Documents used during the meeting**

*None*

---

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

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 of the Governing Board may request assistance by contacting UMCS at 4551 Steele Street, Oakland, CA 94619 or [info@urbanmontessori.org](mailto:info@urbanmontessori.org).

FOR MORE INFORMATION For more information concerning this agenda or for materials relating to this meeting, please contact UMCS at 4551 Steele Street, Oakland, CA 94619 or [board@urbanmontessori.org](mailto:board@urbanmontessori.org). All materials are available via the Governance Section of our website: <http://www.urbanmontessori.org/governance> or directly via our [BoardOnTrack public portal](#).

# Coversheet

## Vote on Minutes from November Finance Committee Meeting

**Section:** I. Opening Items  
**Item:** D. Vote on Minutes from November Finance Committee Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Finance Committee Regular Meeting on November 17, 2022

APPROVED



## Urban Montessori Charter School

### Minutes

#### Finance Committee Regular Meeting

---

##### **Date and Time**

Thursday November 17, 2022 at 3:00 PM

##### **Location**

4551 Steele Street, Oakland, CA 94619. Signage on campus will direct you to the correct room, generally the Sun Room.

The public may comment and participate [via Zoom](#) if they prefer. The public may also email comments to [greg@urbanmontessori.org](mailto:greg@urbanmontessori.org) to be shared by the during the meeting. Please make that intention clear in your email.

<https://us02web.zoom.us/j/82592855160?pwd=cG02OTRoUVdrdngwOTI2WFBrOTBzQT09>

Meeting ID: 825 9285 5160; Passcode 510 842 1181

One tap mobile

+16699009128,,82592855160# US (San Jose)

+12532158782,,82592855160# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 825 9285 5160

Find your local number: <https://us02web.zoom.us/j/82592855160>

---

Additional teleconference locations: 1623 Sunhill Ct, Martinez, CA 94553

---

The public can find documents related to this agenda either linked directly on the agenda or under "Other files" after selecting the meeting in BoardOnTrack prior to viewing the agenda. Downloading the "packet" may not include all of the "Other files" that are still otherwise available to the public.

Important Notice: Due to increased demand, dial-in by phone audio conferencing capabilities may be unavailable. During this time, Zoom strongly recommends using computer audio capabilities (or via phone with the Zoom app) while on wifi.

If you have any trouble getting on the Zoom, please text 510-290-4005 for support.

Members: Greg Klein (Chair), Davis Leung, Ann Rhodes

Urban Montessori Charter School welcomes your participation at Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the organization in public. Your participation assures us of continuing community interest in our school and assists the Board in making the best decisions for our school. To assist you in the ease of speaking/participating in our meetings, guidelines are provided at the bottom of this agenda. All materials for all board and committee meetings, including audio recordings of Regular Board Meetings, are available on our [BoardOnTrack public portal](#) and also through the [UMCS School Calendar](#).

---

#### **Committee Members Present**

A. Rhodes (remote), D. Leung (remote), G. Klein

#### **Committee Members Absent**

*None*

#### **Guests Present**

K. Feeney

---

### **I. Opening Items**

#### **A. Call the Meeting to Order**

G. Klein called a meeting of the Finance Committee of Urban Montessori Charter School to order on Thursday Nov 17, 2022 at 3:05 PM.

#### **B. Record Attendance**

#### **C. Vote on Minutes from prior Finance Committee Meeting**

D. Leung made a motion to approve the minutes from Finance Committee Regular Meeting on 10-21-22.

G. Klein seconded the motion.

No public comments or questions on the minutes.

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

**Roll Call**

G. Klein Aye

D. Leung Aye

A. Rhodes Abstain

**D. Review of Action/Discussion Items**

No changes needed.

**E. Presentations from the Floor**

No public comments on items not on the agenda.

**II. Finance**

**A. Discussion Item: Monthly Fiscal Report**

Josh shared this month's Finance Committee Update. The current forecast of operating income increased to approximately \$350,000. Some adjustments in compensation and benefits to more accurately account for a few FTE's exact hours. Largest increase in revenue driven by adjusted expanded learning revenue. Small adjustments on expenses related to books, supplies, and rent. Fund balance forecasted at 33.7% of expenses. Cash flow still forecasted to end very strong. Attendance and enrollment are slightly below the current forecast, but is too small and early to make any further adjustment at this time.

No other questions or public comments on this item.

**B. Audit process for 2021-2022**

Josh shared that there are three outstanding items left to be turned in. Krishna share that she and Buck have a plan to complete them in the next week.

No other questions or public comments on this item.

**C. 2022-23 California Community Schools Partnership Program: Planning Grant**

Greg shared about this new state grant program and confirmed with Josh that we are not currently eligible to apply.

No questions or public comments on this item.

**D. Contracts, invoices, and payments above \$15,000**

None at this time. Tabled.

#### **E. Discussion of Schedule of Regular Meetings starting in 2023**

The committee discussed that Davis's term on the Board ends at the end of December and that means this is his last finance committee meeting. The continuing members, Krishna, and Josh discussed updating the calendar of regular meetings. For now, the committee will keep the same January meeting and check-in again at that time.

No public comments on this item.

### **III. Closed Session**

#### **A. Closed Session Items**

At 3:40pm, Greg announced that the committee would go into Closed Session on the topic Public Employee Performance Evaluation - Head of School. There were no public comments on this item.

#### **B. Report out of Closed Session**

The board returned to open session at 3:56. No actions were taken.

### **IV. Closing Items**

#### **A. New Business**

Contract for review of pay scale, and contract for internet service upgrades.

#### **B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:56 PM.

Respectfully Submitted,  
G. Klein

---

#### **Documents used during the meeting**

*None*

---

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.



**REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY** The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

**SPECIAL PRESENTATIONS MAY BE MADE** Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

**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 of the Governing Board may request assistance by contacting UMCS at 4551 Steele Street, Oakland, CA 94619 or [info@urbanmontessori.org](mailto:info@urbanmontessori.org).

**FOR MORE INFORMATION** For more information concerning this agenda or for materials relating to this meeting, please contact UMCS at 4551 Steele Street, Oakland, CA 94619 or [board@urbanmontessori.org](mailto:board@urbanmontessori.org). All materials are available via the Governance Section of our website: <http://www.urbanmontessori.org/governance> or directly via our [BoardOnTrack public portal](#).

# Coversheet

## Contracts, invoices, and payments above \$15,000

**Section:** II. Finance  
**Item:** B. Contracts, invoices, and payments above \$15,000  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:**  
URBAN MONTESSORI CHARTER SCHOOL-GigaKOM- IC-BM agreement CONTRACT 2023.pdf



## **INTERNAL CONNECTIONS and/or BASIC MAINTENANCE CONTRACT ERATE 2023**

THIS AGREEMENT is made and entered into this March 9, 2023, in the County of San Diego, State of California, by and between GigaKOM, a California corporation, with its principal place of business in San Diego, California hereafter "GigaKOM" and URBAN MONTESSORI CHARTER SCHOOL 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:  
URBAN MONTESSORI CHARTER SCHOOL  
Attn: Krishna Feeney  
4551 STEELE ST  
OAKLAND, CA 94619  
Tel: (510) 842-1181

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 include 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

URBAN MONTESSORI CHARTER SCHOOL

\_\_\_\_\_  
GigaKOM Representative

\_\_\_\_\_  
School Representative



\_\_\_\_\_  
Authorized Signature  
3/9/2023

\_\_\_\_\_  
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



9245 Activity Road, Ste 105  
San Diego, CA 92126

# QUOTE

**Customer** URBAN MONTESSORI CHARTER SCHOOL

**Date** 3/3/2023  
**Quote #** H2025MB

School Site	Product SKU #	Mftr	Product Description	E Rate Eligible	Qty	Price	Extended	Tax Amount	Total
UMCS	FG-100F	Fortinet	UMCS-22 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x Mgmt port, 2 x HA ports, 16 x switch ports with 4 SFP port shared media), 4 SFP ports, 2x 10G SFP+ FortiLinks, dual power supplies redundancy.	100%	1	\$2,307.23	\$ 2,307.23	\$236.49	\$ 2,543.72
UMCS	FS-248E-POE	Fortinet	UMCS-Layer 2/3 FortiGate switch controller compatible PoE+ switch with 48 x GE RJ45 ports, 4 x GE SFP, with automatic Max 370W POE output limit	100%	5	\$1,795.39	\$ 8,976.95	\$920.14	\$ 9,897.09
UMCS	FS-224E-POE	Fortinet	UMCS-Layer 2/3 FortiGate switch controller compatible PoE+ switch with 24 x GE RJ45 ports, 4 x GE SFP, with automatic Max 180W POE output limit	100%	1	\$898.97	\$ 898.97	\$92.14	\$ 991.11
UMCS	FAP-431F-A	Fortinet	UMCS-Indoor Wireless FortiAP - Tri radio (2x 802.11 a/b/g/n/ac/ax, 4x4 MIMO and 1x 802.11 a/b/g/n/ac Wave 2, 2x2 MU-MIMO), internal antennas, 1x 100/1000/2500 Base-T RJ45, 1x 10/100/1000 Base-T RJ45, BT/BLE, 1x Type A USB, 1x RS-232 RJ45 Serial Port. Ceiling/wall mount kit included. For power order: 802.3at PoE injector GPI-130 or AC power adaptor SP-FAP400-PA. Region Code A	100%	9	\$824.83	\$ 7,423.47	\$760.91	\$ 8,184.38
UMCS	FAP-221E-A	Fortinet	UMCS-Indoor Wireless AP - Dual radio (802.11 b/g/n and 802.11 a/n/ac Wave 2, 2x2 MU-MIMO), internal antennas, 1 x 10/100/1000 RJ45 port, BT / BLE. Ceiling/wall mount kit included. For power order: 802.3af PoE injector GPI-115 or AC adapter SP-FAP200-PA. Region Code A	100%	17	\$311.79	\$ 5,300.43	\$543.29	\$ 5,843.72
UMCS	Installation & Configuration	GigaKOM	UMCS-This quote includes installation and initial configuration of the following:  (1) Firewall(s)  (5) 48 Port Switch(es)  (1) 24 Port Switch(es)  (9) Interior Access Point(s) installed up to 12' in height  (17) Interior Access Point(s) installed up to 12' in height	100%	1	\$3,020.40	\$ 3,020.40	\$0.00	\$ 3,020.40
UMCS	FG-100F-BDL-950-36	Fortinet	UMCS-FortiGate-100F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	100%	1	\$7,140.66	\$ 7,140.66	\$0.00	\$ 7,140.66
UMCS	FC-10-WP248-247-02-36	Fortinet	UMCS-FortiSwitch-248E-POE 3 Year FortiCare Premium Support	100%	5	\$599.58	\$ 2,997.90	\$0.00	\$ 2,997.90



9245 Activity Road, Ste 105  
San Diego, CA 92126

# QUOTE

Customer URBAN MONTESSORI CHARTER SCHOOL

Date 3/3/2023  
Quote # H2025MB

UMCS	FC-10-W0301-247-02-36	Fortinet	UMCS-FortiSwitch-224E-POE 3 Year FortiCare Premium Support	100%	1	\$300.22	\$	300.22	\$0.00	\$	300.22
UMCS	FC-10-F431F-247-02-36	Fortinet	UMCS-FortiAP-431F 3 Year FortiCare Premium Support	100%	9	\$276.00	\$	2,484.00	\$0.00	\$	2,484.00
UMCS	FC-10-PE221-247-02-36	Fortinet	UMCS-FortiAP-221E 3 Year FortiCare Premium Support	100%	17	\$104.26	\$	1,772.42	\$0.00	\$	1,772.42
								<b>Line Items Total</b>	<b>\$42,622.65</b>	<b>\$2,552.97</b>	<b>\$45,175.62</b>
								<b>Shipping (as applicable)</b>			<b>\$0.00</b>
								<b>Grand Total</b>			<b>\$45,175.62</b>

THANK YOU FOR YOUR BUSINESS

*GigaKOM Business Information*

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

*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 additional 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 ARRIVAL** on customer site or at GigaKOM whichever occurs first. Services / labor will be billed in milestones, initial milestone will be billed at project commencement 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