

AGENDA

BOARD OF DIRECTORS SPECIAL MEETING

March 11, 2020, 6:30pm

Chico Country Day School – Room 25 (Elementary School Campus) 102 West 11th Street/1054 Broadway, Chico, CA 95928

Mission Statement

Chico Country Day School provides a safe, joyful environment where all learners are inspired to achieve their personal best.

1. CALL TO ORDER & ROLL CALL

2. SPECIAL SESSION

- 2.1 Public Employee Contract: Director of Student Affairs
- 2.2 E-rate Contract: KS Telecom
- 3. ADJOURNMENT: Adjourn; Next regular meeting is May 13, 2020

Information, Procedures and Conduct of CCDS Board Meetings:

Student Participation:

At the discretion of the Board Chair, students may be given priority to address items to the Board

Public input on specific agenda items and those items not on the agenda:

The CCDS Board of Directors welcomes and encourages public comments. Any person of the public desiring to speak shall be allowed to speak during public comment time and has the option of speaking once on any agenda item when it is being discussed. Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board Chair. In the case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item. Each person who addresses the Board must be first recognized by the presiding officer and give his or her name. Comments must be directed to the Board as a whole and not to individual board members or employees. The Board shall not take action or enter into discussion or dialog on any matter that is not on the meeting agenda, except as allowed by law. Items brought forth at this part of the meeting may be referred to the Administration or the Board may take the item under advisement. The matter may be placed on the agenda of a subsequent meeting for discussion or action by the Board.

Special Needs: If you have special needs because of a disability or you require assistance or auxiliary aids to participate in the meeting, please contact the CCDS office at 530.895.2650. CCDS will attempt to accommodate your disability.

Copies of Agendas and Related Materials: Materials are available at the meeting, on the website at www.chicocountryday.org, or in the Main office prior to the meeting @ 102 W. 11th Street, Chico, CA 95928.



2020-2021 EMPLOYMENT AGREEMENT

Director of Student Affairs

This **EMPLOYMENT AGREEMENT** the ("Agreement") is entered into by and between **Claudia Trout**, the ("Employee") and **Chico Country Day School** the ("School"), a California Nonprofit Public Benefit Corporation.

A. <u>Recitals</u>

- 1. The School desires to secure the services of Employee as Director of Student Affairs and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for employee; and
- 2. Employee desires to perform such services for the School, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements set forth herein, the parties hereto agree as follows:

B. Employment Terms and Conditions

1. Duties

Employee is hired for the job of 1.0 FTE Director of Student Affairs for the School and will perform the duties set forth on the job description attached as Exhibit "A" as well as any tasks reasonably assigned by the Board of Directors of the School ("Board"). The Employee will devote her time and energy to the business of the School, will use her best efforts to promote the success of the School, and will cooperate fully in the advancement of the best interests of the School. The Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the School.

Employee shall inform the School in writing when he or she accepts outside employment. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties. The School will then determine if a potential or actual conflict of interest exists.

2. <u>Term</u>

Subject to the terms and conditions of this Agreement, the School hereby agrees to employ Employee, and Employee hereby accepts employment by the School, for the period from July 1, 2020 to June 30, 2021 (the "Term") unless terminated earlier pursuant to Paragraph 9.

3. Work Days & Hours

It is anticipated that Employee's work hours will encompass the School's normal operating hours as well as any additional hours which are necessary to the



accomplishment of her duties. Employee's work hours may or may not exceed forty hours per week. The Employee will work a total of 212 days per academic year. Employee will be an exempt employee and will not be eligible for overtime.

4. Compensation

In consideration for the services to be rendered under this Agreement, the School will pay Employee a gross annual salary of \$96,449 per year for the terms of this contract less applicable withholding and authorized deductions. Salary will be paid bi-monthly over the Term beginning with the first pay period following the first day of the Term. School shall not, during the term of the agreement reduce the salary and/or other benefits of Employee as provided herein. Salary will be reviewed once per year, and nothing in this contract shall prevent the Board from increasing the annual salary to reward performance or provide a COLA increase. The salary is based on the Administrative Contract Salary Scale, Step 2, with a MA.

5. Employee Benefits

Employee will be entitled to participate in designated employee benefit programs and plans established by the School (subject to program and eligibility requirements) for the benefit of employees, which from time to time may be amended after meeting with and agreeing with Employee and modified by the School. These include, but are not limited to, holidays, retirement and health and welfare benefits as is provided to School employees as of the time the Parties entered into this Agreement.

- 6. Leave
 - a. Sick Leave

Employee shall earn one day paid sick leave for each month of employment up to a maximum of twelve (12). Accrual commences on Employee's first day of employment and continues during the Term. Requests for and use of sick leave shall be governed by the School's policies then in effect. There shall be no cap on accrual of sick leave. Sick leave will not be paid out on termination.

b. Vacation

In accordance with the CCDS Personnel Policies, employee shall accrue twelve (12) days or 96 hours of paid vacation leave during the Term. Accrual commences on Employee's first day of employment and continues during the Term. Employee will continue to accrue vacation leave up to a maximum of 144 hours of leave. After the Employee accrues 144 hours of vacation, no more vacation shall accrue until some vacation time is taken. Employee may take vacation only after it has accrued. Employee shall make all requests for vacation leave in accordance with Employer's policies in effect at that time. Employee's requests for vacation time are subject to Employer's needs.



c. Holidays

Employee shall be entitled to paid holidays as set forth in the School's employee handbook and as designated in the School's academic calendar, not including the summer break. Employee shall not be eligible for holiday pay unless Employee works on the last work day prior to the holiday and the first work day following the holiday. For purposes of determining eligibility for holiday pay only, taking a pre-approved day of paid vacation leave shall be the same as working.

7. Confidential Information

All confidential information of the School that Employee has knowledge of or access to shall be the exclusive property of the School both during and after Employee's employment. Employee shall not, directly or indirectly, disclose or use any confidential information other than for the sole benefit of the School, either during Employee's employment or at any other time thereafter, without the prior written consent of the School, except to the extent that such use or disclosure is made by reason of Employee's job responsibilities.

Employee shall not take any confidential information that is in written form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of Employee's employment with the School without the prior written consent of the School. Upon the termination of Employee's employment with the School, Employee shall deliver promptly and return to the School all such materials, along with all other School property in the Employee's possession, custody, or control.

Materials developed by Employee for purposes of his or her employment at the School shall be the property of the School

For the purposes of this section, "confidential information" shall mean all information, data, or knowledge regarding the School, its operations, employees, students, parents, contractors, or vendors not known generally to the public, including, but not limited to, research and development, trade secrets, existing or proposed computer or education programs, purchases, sales, student identifying information, financial and marketing information, lesson plans, business plans, fundraising strategies, or benefits information.

8. Supervision/Evaluation

The Employee will be supervised in her employment by the Board. The Board anticipates evaluating Employee's performance at least one time per year, but may perform evaluations more frequently or not at all. Failure by the Board to evaluate Employee will not prevent the School from terminating Employee's employment pursuant to paragraph 2. Any evaluation shall be in writing and Employee shall have a reasonable opportunity to discuss her evaluation with the Board.

If desired, the Board and Employee may define the criteria they determine necessary for the proper operation of the School and the attainment of the School's goals and objectives and may further establish a relative priority among them. Any such goals and objectives shall be reduced to writing. Any such goals and objectives shall be reasonably



attainable within the time and budgetary resources allocated to employee to achieve them.

9. Professional Memberships

The Board expects that Employee will participate as an active member of professional and civic organizations, and agrees to pay the Employee's annual membership dues for professional, community or service organizations approved in advance by the Board.

- 10. Business Expenses
 - a. Upon submission of timely receipts or other approved documentation and requests for reimbursement, the School shall reimburse Employee for reasonable expenses incurred and paid by Employee in the course and scope of her employment on behalf of the School, including:
 - 1. Business expenses associated with civic, entertainment, school, and community affairs not otherwise covered by this Agreement;
 - 2. Actual and necessary travel expenses incurred and paid by Employee in the conduct of her duties on behalf of the School including reimbursement for mileage at a rate set by the IRS.
 - 3. Attendance at professional development training.
- 11. Termination of Agreement/Employment
 - d. Mutual Agreement of the Parties. This Agreement may be terminated at any time by mutual consent for any reason upon written agreement signed by the parties.
 - e. <u>30 Days Written Notice</u>. Either Employee or the School may terminate this Agreement by giving thirty (30) days written notice to the other party.
 - i. Should Employee give notice pursuant to this section, the School has the option of accepting Employee's resignation effective immediately.
 - ii. The School has the option of terminating this Agreement immediately in exchange for paying Employee an amount equal to one month's pay in lieu of the notice period.
 - f. Termination For Cause.
 - i. The Employee may be terminated by the School at any time for cause. In addition, the Employee may be disciplined (e.g., reprimand, suspension with or without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; violation of the School's policies or practices; endangerment of a student; any of the causes



listed in Education Code sections 44836, 44837, 44932 and 44933; the Employee's failure to perform his or her duties.

- The School shall not terminate this Agreement pursuant to this paragraph ii. until a Notice of Intent to Terminate containing a written statement of the grounds for termination has first been delivered to the Employee either personally, by e-mail or by mail (including overnight mail) to the mailing address that has been provided to the School. The Employee shall have the right to provide a written or verbal response to the School within five (5) days of receipt of the Notice of Intent to Terminate. Should the Employee refuse or fail to accept the Notice of Intent to Terminate within ten (10) days of its issuance, the School shall have the option to proceed with the termination. If the School terminates Employee's employment, the Employee shall have the right to a representative of his or her choice at a conference with the Board only if the Employee has exercised his or her right to provide a timely written or verbal response. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law. If the Employee has failed to provide a timely written or verbal response, the Employee shall have waived his or her right to a conference with the Board.
- g. <u>Death of Employee.</u> The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement.
- h. <u>Revocation/Nonrenewal.</u> In the event that the School's charter with its granting agency is either revoked or not renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Sections c or d above.
- 3. Renewal of Agreement

On or before May 1, 2021, Employee shall give written notice to Employer if she wishes to extend this Agreement on the same terms and conditions for an additional period as mutually agreed. Thereafter, Employer shall determine within 30 days whether or not it wishes to extend the Agreement and shall give written notice to Employee of its decision. If the Employer approves such extension, the Agreement shall continue for an additional period as agreed. If the Employer disapproves such extension, this Agreement shall terminate on June 30, 2021, and thereafter Employee shall not be entitled to any compensation except for any accrued vested benefits. If the Employer fails to respond, the Agreement shall terminate on June 30, 2021 and thereafter, Employee shall be employed on an at-will basis at the same rate of compensation.

4. Child Abuse and Neglect Reporting

Employee understands and acknowledges that employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to



have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, the Employee is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

C. General Provisions

1. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter, merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter, and shall not be modified or terminated except by another agreement in writing executed by the School and Employee. The Agreement shall not be modified without the written consent of both Employee and School.

2. <u>Severability</u>

If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

3. Governing Law

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of California.

4. Successors and Assigns

Neither party shall have the right to assign this personal Agreement, or any rights or obligations hereunder, without the consent of the other party.

5. Execution of Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

6. Waiver.

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or



requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

7. Interpretation and Opportunity For Counsel.

The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

Acceptance of Employment

By signing below, the Employee declares as follows:

- 1. I have read this Agreement and accept employment with the School on the terms specified herein.
- 2. All information I have provided to the School related to my employment is true and accurate.
- 3. This is the entire agreement between the School and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:	Date:	

Approved by the Board:

Date:___

Chico Country Day Charter School Board of Directors



EXHIBIT A



Chico Country Day School

School Office 102 West 11th Street Chico, CA 95928 Phone: (530) 895-2650

RFP 20-110

Cabling Infrastructure E-rate YR 2020 (YR23)

K S Telecom, Inc.

P. O. Box 330 Penryn, CA 95663-0330

SPIN # 143011131

DIR# 1000000120

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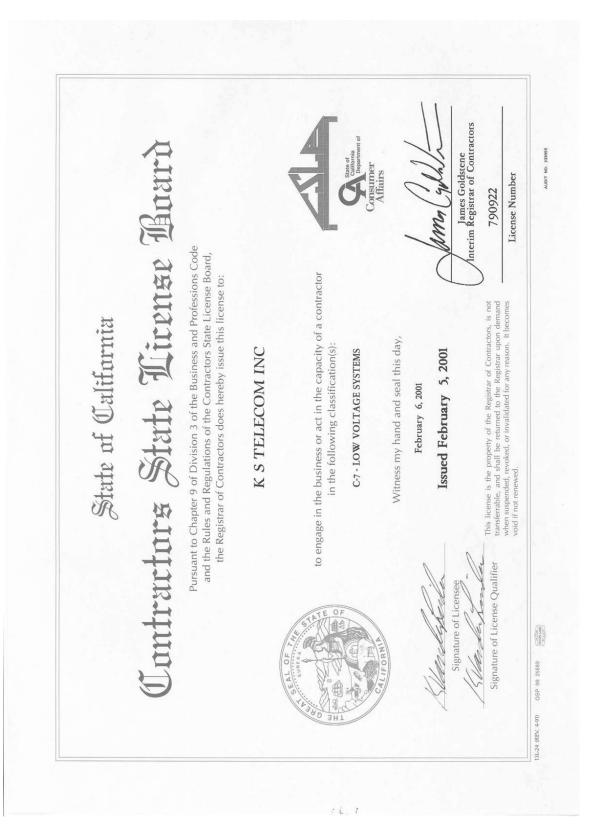
Contractor's license information:

K S Telecom, Inc. / K S Telecommunications has been continuously licensed in the state of California as a low voltage contractor since November 15, 1983.

Original California contractor's license issued November 15, 1983

License reissued under the new C-7 classification on July 20, 1995.

License reissued when the company changed from sole proprietorship and incorporated as K S Telecom, Inc. on February 5, 2001



1/8/2015

Business Search - Business Entities - Business Programs



Secretary of State Main Website

Business Programs Notary & Authentications Elections Campaign & Lobbying

Business Entities (BE)

Business Entity Detail

Online Services

Diline Services - E-File Statements of Information for Corporations - Business Search - Processing Times - Disclosure Search

Main Page

Service Options Name Availability Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tipe Information Requests (certificates, copies & status reports)

Service of Process

FAQu

Contact Information

Resources

- Business Resources - Tax Information - Starting A Business

Customer Alerts

- Business Identity Theft - Misloading Business Solicitations

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, January 06, 2015. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	K S TELECOM, INC.					
Entity Number:	C2179026					
Date Filed:	09/29/1999					
Status:	ACTIVE					
Jurisdiction:	CALIFORNIA					
Entity Address:	PO BOX 330					
Entity City, State, Zip:	PENRYN CA					
Agent for Service of Process:	KENT P VANDER LINDEN					
Agent Addrees:	2350 HUMPHREY RD					
Agent City, State, Zip:	PENRYN CA 95663					

* Indicates the information is not contained in the California Secretary of State's database

- · If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- · For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tipe.
- · For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

Modify Search New Search Printer Friendly Back to Search Results

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http://kecier.scs.cs.cov/



REFERENCE LIST

Merced County Office of Education Mr. Vern Alvarado Network Infrastructure Supervisor 632 West 13th Street Merced, CA 95341 209-381-6692

Projects: Danielson, Delhi, District Office, Galen Clark, Gustine, Los Banos Community School, Merced Outdoor School, Merced Valley Community School, Shelby, Snelling, Weaver, El Nido and numerous other small sites throughout the county.

Description: Install cable plants in multiple locations throughout Merced County. Scopes of work included Multi-Mode/Single-Mode Fiber backbone cabling to connect multiple buildings or IDF locations, security, video, and Cat 5e/6/6A cabling. The finished plant provided a turn-key non-active infrastructure for each location. Extend T-1, and various other Telco circuits from MPOE to office termination point.

Chico Unified School District Mr. John Sclare Project Manager / Network Analyst 1163 E Seventh Street Chico, CA 95928 530-570-6679

Projects: Bidwell Junior High School, Chico Junior High School, Chico High School, District Office, Emma Wilson, Hooker Oak, Inspire, Little Chico Creek, Loma Vista, Marigold, Marsh, Neal Dow, Pleasant Valley High School, Rosedale, Shasta, Sierra View, etc.

Description: Install cable plants in multiple locations throughout Chico Unified School District. Scopes of work included providing, installing and testing Multi-Mode Fiber backbone cabling to connect multiple buildings or IDF locations and Cat 5e/6/6A cabling. The finished plant provided a turn-key non-active infrastructure for each location.

Cabar Electric

Shane Dinkins Estimator – Project Manager Sacramento, CA 95819 916-739-6616

Projects: Del Paso Heights Elementary, Independence High, Keyes Portables, McCaffery Middle School, Modesto Junior College, Pleasant Grove High School, Russell Ranch, Stonegate, West Sacramento # 9 High School, etc.

Description: We provided the voice and data cabling including all station and backbone cabling. We installed multi-mode/single-mode fiber optic backbone cables and Cat 3 OSP voice feeder cables. Provided and installed the racks, patch panels, vertical wire managers, horizontal wire managers, ladder rack for the MDF and IDF closets, J hooks, jacks, faceplates, Cat 6 patch cords, 110 blocks with C5's, LIU's, fiber bunker panels, fiber jumper cables, fiber connectors, termination, labeling, testing, certification and misc. materials.

Sacramento County Office of Education10475 Norden Ave.Mr. Travis KetchumMather, CA 95655Coordinator – Business Services916-228-2384

Projects: Install cable plants in multiple locations throughout Sacramento County.

Description: Scopes of work included Multi-Mode Fiber backbone cabling to connect multiple buildings or IDF locations, security, video, and Cat 5e/6 station cabling. The finished plant provided a turn-key non-active infrastructure for each location. Extend T-1, 1MB, and various other Telco circuits. Installed all voice and data cabling for SCOE district office building. Build out server room with (20) 4-post server racks and (17) 2-post racks.

Nevada Joint Union High School District Mr. Bob Lyons IT Director 11645 Ridge Road Grass Valley, CA 95945 530-273-3351

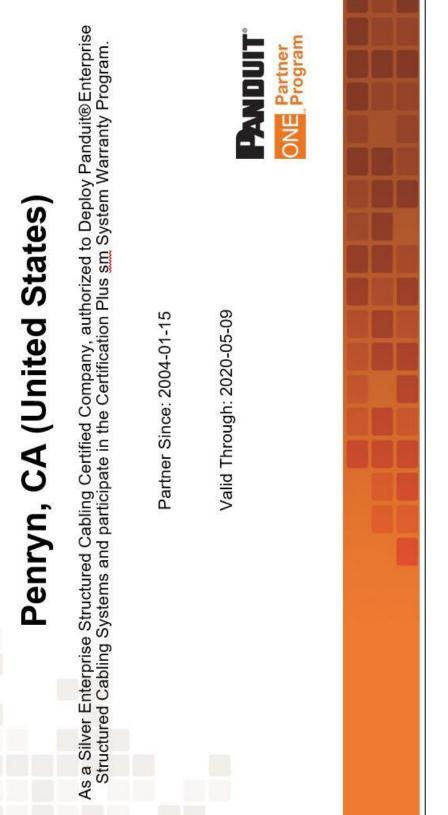
Projects: Nevada Union High School, Bear River High School, Ghidotti Early College High School, North Point Academy, Nevada Union Adult School, Silver Springs High School,

Scope: Install Voice and Data cabling. Cat 5e, Cat 6, Cat 6A cabling across various campuses. Install Fiber data and Copper Voice feeds. Install over 300 cameras onto multiple servers across multiple sites. Install access control.

Note: We have been in business for over 23 years and have worked with each of these valued customers for over 10 years. Additional references can be given if necessary from any of the sectors: contractors, school districts or commercial.

Note: Exact pricing information is confidential.

Note: These projects ran from as little as \$1,000 to approximately \$800,000.



K S Telecom, Inc

hereby recognizes

PNDUIT



Estimated Implementation Timeline for Internal Connections Cabling Infrastructure

May 2020

Receive PO and OK to start from district and FCDL from ERATE to start July 1.

May 2021

Coil cables in the ceilings on the four (4) portables to be relocated.

June 2021

Order material for project.

July 2021

Receive materials.

August 2, 2021

Start the installation of the new fiber and copper backbone cables. Start the installation of the new Category 6A cables for the WAPs. Relocate the coiled cables in the ceilings back to their original locations.

August 31, 2021 Complete the project

September 15, 2021

Complete testing, as-builds and turn over project to the district.

*This timeline is based on a prediction of when the portable buildings will be dropped and ready for **KST** to wire. This timeline will be altered as needed to the needs of the district. **KST** would prefer to do this project during Fall, winter or spring as summertime is our busiest time of the year and allocating personnel to the project will be more difficult.

**K S Telecom, Inc. will not begin any E-Rate work unless the following items are complete within the E-Rate system:

- 1.) A current and active 486 service start date.
- 2.) FCDL has been issued.
- 3.) A reasonable Contract Award Date and Contract Expiration Date are listed.

It is **KST's** experience that lack of these items requires the submittal of additional forms which can take months to process.

*****KST** is not a banking company. We will not start this project without assurances from the district and or federal government that we will be paid in full before we proceed with material acquisition and scheduling. These assurances are the FCDL via E-rate as well as all applicable ERATE forms/contractual dates needed for us to get paid. The district issues a PO for their portion and we bill the district their portion.

OR

The district chooses to proceed on a BEAR form by which the district pays **KST** in full for the project and then submits to E-rate for reimbursement when and if funding becomes available.



E-Rate Service Provider Contact Information

Top level organization chart and staff/owners authorized to negotiate and sign the terms and conditions of any agreement between vendor and **Chico Country Day School.**

Name and Title: Kent Vander Linden, CEO ext 304 Suzan Vander Linden, CFO ext 231 Ian Vander Linden, Vice President of Sales ext 210 Eric Vander Linden, Vice President of Operations ext 220

Company: K S Telecom, Inc.

Address: P.O. Box 330 Penryn, CA 95663

Phone: 916-652-4735

Fax: 916-652-4296

E-Mail: <u>kvl@KSTelecominc.com</u> <u>svl@KSTelecominc.com</u> <u>ivl@KSTelecominc.com</u> <u>evl@KSTelecominc.com</u>

Spin # 143011131 DIR# 1000000120

Requirements of Cabling Infrastructures:

- 1. Please see above.
- 2. Prices will remain firm.
- 3. All materials are new and will be identified separately in the item 21 if we're selected for the project.
- 4. We warrant all material and labor for a period of 2 year from substantial completion with a workmanship warranty.
- 5. We are a Panduit Certified Installer (PCI) and this project will be eligible for their 25-year manufacturer's warranty.
- 6. Our office is within 80 miles of the district office.
- 7. We have a valid C7 license. Please see details above.
- 8. As indicated in #5 we are a PCI and please see above for the certification.
- 9. One of our three RCDD's will be overseeing this project. Most likely Ian. Please see the certifications below.
- 10. Most of our leads are BICSI certified and we'll have on run this project. Please see some of our lead's certifications below.
- 11. Please see the bid bond below.
- 12. We will provide a soft copy and PDF of test results to the district within two weeks of substantial completion of each project.
- 13. Additional information has been provided above and below.

Responder Service Provider Information:

- Length of time business has provided this type of service.
 a. We have been in business for over 25 years now.
- Responder Service Level Agreement (SLA) for your proposal.
 a. Please see below.
- 3. Please see the quote with options below.
- 4. No discounts apply to this project.
- 5. Please see the estimated implementation timeline above.
- 6. Please see the estimated billing above.
- 7. Please see the list of references above.

Service Level Agreement (SLA) 1 of 3

TROUBLE REPORTING & ESCALATION PROCEDURES

Trouble calls are defined as Non-Active Infrastructure.

All Non-Active Infrastructure issues are the responsibility of K S Telecom, Inc. during the standard K S Telecom Warranty period. During this period the following procedure should be followed.

- 1. Call K S Telecom, Inc. at 916-652-4735 with Non-Active Infrastructure warranty issues. **KST** will dispatch a service technician within 24 hours (4 hours for an emergency) to address the issue.
- 2. If the issue is not resolved to the Customers satisfaction a second call should be placed to **KST** and directed to Operations Management or the VP of Operations.
- 3. Again, if the issue is not resolved to the Customers satisfaction another call should be placed to **KST** and directed to the CEO of **KST**.

SLA 2 of 3

Hours of Operation for Help or Trouble Reporting

Trouble calls are defined as Non-Active Infrastructure.

All Non-Active Infrastructure issues are the responsibility of **K S Telecom, Inc.** during the standard K S Telecom Warranty period.

KST normal hours of operation are M-F 8am-4:30pm

SLA 3 of 3

Customer Maintenance and Trouble Notification

The **KST** Service Technician will check in with the Customer Contact upon arriving to the site.

The Technician will verify the work to be completed for the trouble call and begin the repairs.

Upon completion of the work the Technician will verify with the Customer Contact that the work is completed and have the Customer Contact sign a CSR (Customer Service Request) detailing the call.

Responder Service Provider Requirements:

1. We will be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

2. We have provided a valid SPIN (143011131)

3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <u>https://apps.fcc.gov/coresWeb/publicHome.do</u>. We have provided a valid FRN. (#0012091450).

Service Providers are responsible for providing evidence of FCC Green Light Status at the time 4. the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status mav be found this website: at http://www.fcc.gov/debt_collection/welcome.html. We have provided a Green Light status response form. (See attached document)

5. We will not invoice before July 1, 2019.

6. Goods and services provided under this contract are 100% E-rate eligible and will be stated as such if we're awarded the contract in the article 21 when broken out.

7. Within one (1) week of award, we will provide the District a bill of materials by school using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

8. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, we will reply within 3 business days to questions associated with its proposal.

9. We will comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: https://usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx

Responder Service Provider Acknowledgements:

1. We acknowledge all items but in regard to invoicing, we will not proceed without E-rate funding the project. We in turn do not intend to fund the project out of our pocket and hope to be repaid if and when the project gets funded. We are not a bank we are a certified small business in the state of CA.

*This is a prevailing wage project done during normal business hours except special circumstances where we would work an evening shift where acceptable to the district.

**Weekends and holidays are specifically excluded from this quote.

***The district will provide access to include a temporary key and code.

****The district will provide storage for materials.

*****All of our techs are background checked but as per the specification the district will conduct background checks and issue ID's to our on-site personnel.

KST puts a lot of time and expense into training to insure the best possible outcome for our projects. KST has multiple BICSI RCDD's on staff to oversee this project. KST also has multiple BICSI Installers and Technicians to make sure this project is completed to industry standards. KST meets the design build criteria for this project with journeyman that have graduated from a state approved apprenticeship.





Bicsi Director of Credentialing 5/23/2009 Since by BICSI in recognition of having successfully completed BICSI's registration and examination requirements. Thomas W Hansen IS AWARDED TO Chair, Registrations & Credentials Supervision Committee Jeon E hour Registration End Date: 12/31/2021 Designation Number: 211422R Registration Start Date: 1/1/2019

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Suiding Industry Consulting Service Incertice Incertice Incertice Vice President of Credentialing Bicsi 9/17/2016 Since 22 They by BICSI in recognition of having successfully completed BICSI's registration and examination requirements. Eric D Vander Linden **BICSI TECHNICIAN** AWARDED TO SI Chair, Registrations & Credentials Supervision Committee June E Thoumand Registration Start Date: 10/1/2019 Registration End Date: 9/30/2022 Designation Number: 210986

Suiding Industry Consulting Service Incertice Incertine Incertine Incertine Incertine **Bicsi TECHNICKI** Since 'ice President of Credentialing 9/17/2013 by BICSI in recognition of having successfully completed BICSI's registration and examination requirements. WILD Tim J McHugh **BICSI TECHNICIAN** IS AWARDED TO Chair, Registrations & Credentials Supervision Committee Jeans Elhourna Registration Start Date: 10/1/2019 Registration End Date: 9/30/2022 Designation Number: 210988



P O Box 330 Penryn, CA 95663-0330 916 652-4735 x 210 916 652-4296 Fax www.KSTelecomInc.com

Billing:

Once the project has commenced, this project will most likely be billed in monthly progress billings. The billing will flow as the project flows per the outline below:

1)

Once all or most of the material is delivered to the first site and the project has commenced the 1st progress billing will be issued at the end of the first week.

If partially funded via E-Rate this will be billed separately in two invoices. 1st per the percentage funded to USAC and 2nd per the percentage not funded to the school district.

If funded on a BEAR form to meet certain district timelines, then it would be on just one invoice to the district.

2)

This billing will continue monthly until both projects have been completed.

If partially funded via E-Rate this will be billed separately in two invoices. 1st per the percentage funded to USAC and 2nd per the percentage not funded to the school district.

If funded on a BEAR form to meet certain district timelines, then it would be on just one invoice to the district.

3)

Once the project is complete, the remainder of the balance due will be billed in the final progress billing.

If partially funded via E-Rate this will be billed separately in two invoices. 1st per the percentage funded to USAC and 2nd per the percentage not funded to the school district.

If funded on a BEAR form to meet certain district timelines, then it would be on just one invoice to the district.



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February 14, 2020

Chico Country Day School

RFP 20-110 Cabling Infrastructure – E-Rate Year 2020 (YR23)

K S Telecom, Inc. (**KST**) has reviewed the bid documents, which includes RFP 20-110 Cabling Infrastructure – E-rate YR 2020 (YR23), and drawing sheets E0.1, E1.1, E2.0 and E4.0 all dated February 4, 2019. Our response is based upon these bid documents. No bid addenda were received.

Scope of Work

KST will provide the materials and labor necessary to complete the scope of work as stared in the bid documents. We will provide, install, terminate, label, test, certify and document the installation on new minimum compliant riser rated Category 6 cables within the relocated portable classrooms, and install new fiber and copper backbone cabling to the portables.

A brief summation of our scope of work is hereby provided. We propose to:

- 1. Disconnect the existing Category 6 cables from the patch panel(s) in the IDF cabinet located in Classroom 4. Pull the cables back to the classroom buildings they originate from and coil them in the ceilings.
 - a. We are told to presume there are six (6) outlets with two (2) cables total that we are disconnecting, coiling and re-installing.
- 2. After the portables are relocated, re-route the cables back to the faceplate locations they originated from and re-terminate the cables with the same jacks and faceplates, and on the same patch panel.
- In the relocated Administration Building, provide and install new Category 6 cables to ½
 of the existing outlets. We don't know how many existing outlets there are, so for bid
 purposes we are providing and installing two (2) Category 6 cable to three (3) locations,
 or six (6) new cables.

- 4. Provide and install two (2) new Category 6 cables to four (4) new Wireless Access Points (WAPs), one per Classrooms 4, 5 and 6 and one in Administration 1.
 - a. Terminate the cables with Category 6 jacks at the WAP end and house them in 2port biscuit blocks.
 - b. Terminate them on a new 48-port modular patch panel to be located in the existing IDF cabinet in Classroom 4.
 - c. Mount the owner furnished WAP.
- 5. Provide and install one new Category 6 cable to the four (4) existing IP Clock/Speaker locations, one per Classroom and one in Administration.
 - a. Terminate the cables with Category 6 jacks at the Clock/Speaker locations and house them in biscuit blocks.
 - b. Terminate them on the same new 48-port modular patch panel to be located in the existing IDF cabinet in Classroom 4.
- 6. To connect the existing IDF located in Classroom 4 back to the MDF, we will provide and install one 12-strand OM4 Multi Mode fiber backbone cable, one 12-strand Single Mode fiber backbone cable, and one 25-pair Category 3 copper backbone cable.
 - a. Terminate the Multi-Mode and Single Mode fiber backbone cables on new fiber distribution panels at both ends. Terminate the fiber with LC-type fiber connectors.
 - b. Terminate the 25-pair copper backbone cable on wall mounted 25-pair protector panels, complete with gas fuses, at both ends.
- 7. Provide and install one Signal Terminal Cabinet (STC) on the backside on Classroom 4 and stub into the existing IDF cabinet. This is the only pathway work we are providing to connect the relocated portables to the MDF.
- 8. Provide and deliver twenty-two (22) new Category 6 data patch cords. Provide and deliver fourteen (14) new Category 6 voice patch cords.
- 9. Provide and deliver two (2) Multi Mode fiber patch cords and two (2) Single Mode fiber patch cords.
- 10. Label all new cables, jacks, faceplates and patch panel ports.
- 11. Test and certify all new Category 6 cables and the fiber backbone cables.
- 12. Provide as-built drawings, test results and manufacturer's certifications.

ADDITIONAL ITEMS/NEEDS

All proposed materials are not manufactured by or contain any components from Huawei or ZTE.

Base project price

KS Telecom will relocate existing voice and data cables, install new Category 6 cables, install new fiber and copper backbone cables, as described above, for the consideration of:

Twenty-Five Thousand Three Hundred Thirty Dollars (\$25,330.00)

This price includes materials, labor, sales tax and travel costs. This price is based upon prevailing wage rates for work done during normal business/construction hours, typically Monday through Friday, between the hours of 6 AM and 5 pm. Weekend and Holiday work is excluded.

The optional 10% Contingency Price is:

Two Thousand Five Hundred Thirty-Three Dollars (\$2,533.00)

Cat 6A alternate price

This price below it to change all above stated Cat 6 cabling and components to Cat 6A cabling and components to meet current Chico standards. Since this was not stated in the RFP it is not our base price just an alternate price if the district desires to go with their standard on this project.

Twenty-Six Thousand Nine Hundred Dollars (\$26,900.00)

The optional 10% Contingency Price is:

Two Thousand Six Hundred Ninety Dollars (\$2,690.00)

*The voice feed related work is non-E-rate eligible. This work will be broken out in the article 21 if we're selected for the project.

**The E-rate eligible work will also be itemized in the article 21.

***If a hybrid installation of Cat 6 and Cat 6A is needed we can provide that if we're selected as well.

****If cables are needed for external wireless we can add those under the contingency.

Excludes and Exception

Our stated scope of work and the associated price does not include the following:

- 1. Providing the underground conduit pathway to connect the MDF to the IDF in Classroom 4, complete with true tape.
- 2. Providing fiber innerduct in the 2" conduit pathway from the MDF to the IDF.
- 3. Providing a backbox and a conduit stubbed up into accessible ceiling space for each outlet and/or device.
- 4. Providing any electrical work.
- 5. Providing a new cabinet for the IDF in Classroom 4. (It's existing.)
- 6. Providing a new rack in the MDF. (It's existing.)
- 7. Providing any active electronics, including but not limited to the WAP's, Ethernet switches, computers, etc.
- 8. Programming of any active electronics.

Warranty Information

K S TELECOM, Inc. warrants all materials and craftsmanship to be free from defects for a *period of two years* from the date of substantial completion. **KST** shall fix or replace, at its sole discretion, all defective materials and/or craftsmanship, at no charge to the customer, excluding damage as a result of negligence, abuse, misuse, and/or acts of God. Normal and customary service charges shall apply for the diagnosis of repair or non-warranted defects. Any changes to LAN/WAN configuration or programming after acceptance is the responsibility of the customer.

KST is a Panduit Certified Installer (PCI) and will be providing a 25-year extended manufacturer's warranty upon completion of the project.

Conclusion

KST is pleased to submit this cost proposal. If you have any questions or concerns. Please do not hesitate to call me.

Cordially,

Bradley (Brad) Metcalf Sales/Project Management

KS Telecom PO Box 330 Penryn, CA 95663 Office: (916) 652-4735 X248 Cell: (916) 975-4830 BradM@KSTelecominc.com

E-Rate Bid Assessment Worksheet

Page 1 of 1

Funding Year

2020

Vendor Scoring (use additional worksheets if necessary)

Cabling Infrastructue		K S Te	lecom	Tec	Com		
RFP 2019-101		Raw	Weighted	Raw	Weighted	Raw	Weighted
Selection Criteria	Weight*	Score**	Score***	Score**	Score***	Score	Score
Prices/Charges	50	4	200	5	250		0
Experience w/ bidder	25	5	125	2	50		0
References	10	5	50	5	50		0
RFP responsiveness	15	5	75	5	75		
Overall Ranking	100		450		425		

Notes:

Percentage weights must add up to 100%. Price must be weighted the heaviest.

** Evaluated on a scale of 1 to 5: 1=worst, 5=best.

*** Weight x Raw Score

Pricing compared to other companies and confirmed to be reasonable on bid from Gigakom

All bids reviewed by Margaret Reece and John Sclare