



Board of Education Meeting

January 24, 2022
5:00 p.m.

Board Room
Education Service Center
1516 Washington Street
Waterloo, Iowa

Waterloo Schools

Engaged in Learning, Prepared for Success

Mission

The Waterloo Schools community commits to a comprehensive system of education and support to assure that each and every student will graduate prepared for college, career and citizenship as evidenced by continuing education, pursuing a career path and contributing to a community.

Strategic Focus Areas and Objectives

People

Recruit, hire and retain a diverse, high-performing workforce aligned with district values and goals.

- Enhance and clarify hiring protocol to ensure awareness and consistency between buildings.
- Align staff with talent and workforce needs (strengths-based placements with the right people in the right seats).
- Optimize our workforce through professional learning with clear expectations, skill attainment, perfecting practice.
- Improve the organizational health of the district.

Achievement

Increase achievement for all students through rigorous curriculum, high expectations and effective delivery of instruction, with assessment for improved teaching and increased learning.

- Increase the percentage of students proficient in math, literacy and science.
- Accelerate the learning for all students while narrowing the achievement gap for all subgroups.
- Create 21st Century schools that increase personal, emotional, social and academic independence in order to prepare students for college, career and citizenship.

Community

Initiate, strengthen and engage in community partnerships that result in the academic, social and behavioral success of each and every student.

- Communicate frequently and accurately.
- Improve image and confidence in Waterloo Schools.
- Partner with businesses, organizations, people to secure resources and enhance real-world experiences.
- Empower Parents.

Environment

Provide an optimal learning environment that is safe, inspiring and welcoming, where all individuals are respected, valued and engaged. Secure, organize and optimize financial resources for human assets, programs and operations that support student achievement.

- Provide physical environment that allows for a safe learning environment.
- Provide programs that allow students to explore athletic and extra-curricular activities.
- Plan for future facility needs – plan and explore capital expenditures, prepare for future physical needs.
- Align financial resources to the established goals.



BOARD OF EDUCATION MEETING
January 24, 2022
5:00pm

Exhibit

- | | | |
|--------------|---|--------------|
| I. | Call to Order | |
| II. | Moment of Silence | |
| III. | Pledge of Allegiance | |
| IV. | Mission Statement | |
| V. | Nazareth Lutheran Church Donation to Highland Elementary | A
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| | • 403.51 – <i>Resolution of Employee Complaints</i> | |
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| XIII. | Superintendent’s Report | |

XIV. Information from Board Members

XV. Adjourn

BOARD OF EDUCATION MEETING
January 24, 2022

ISSUE: Nazareth Lutheran Church Donation to Highland Elementary

CONTACT: Akwi Nji, Director of School & Community Relations
Matt Willand, Highland Elementary School Principal
Pam Arndorfer, Board Secretary

ATTACHMENTS: Funding Information

BACKGROUND:

Pursuant to Board Policy 701.9, donations over \$2,500 must be approved by the Board of Education. The Waterloo Community Schools would like to accept with gratitude the donation from Nazareth Lutheran Church in the amount of \$4050 to benefit musical programs and classroom projects at Highland Elementary.

Nazareth Lutheran Church is a Partner-in-Education with Highland and reached out to Highland administrators regarding their grant program. Items approved for funding include small classroom musical instruments and speakers, along with equipment and supplies for teacher use in creating bulletin boards and classroom projects.

Representatives from Highland Elementary will be present to provide additional information.

THE SUPERINTENDENT’S RECOMMENDATION IS:

“that the Board of Education accepts and acknowledges with gratitude the \$4050 donation from Nazareth Lutheran Church to benefit musical programs and classroom projects at Highland Elementary.”



nazareth

evangelical lutheran church

October 28, 2021

Highland Schools
c/o Barb Witzel
1253 Clark Drive
Cedar Falls, IA 50613

Dear Partner in Mission,

You are one of our congregation's local mission partners! Through our Local Mission Committee, we support you financially on an annual basis for your on-going ministry in the name of Jesus Christ.

In addition to our annual support of your ministry, we have a special Mission Fund to which grant requests can be made for one-time, visionary projects that will enhance your ministry. These funds are made available and distributed on an annual basis. We are in a position to donate money before the end of the year to certain projects if approved by our Committee.

The guidelines for the projects that will be considered, as well as the application forms, are enclosed. They may also be accessed and submitted electronically by going to our website, naz.org, where they can be found at the bottom of the screen under QUICK LINKS, Mission Fund Application. **We will need your application/request on or before Tuesday, November 23, 2021. Our committee will meet on November 29 to make final decisions.**

God's continued blessing as you minister to people in the name of Jesus Christ.

In Him,

Pastor Bob Ericson
Nazareth Local Mission Committee



MISSION

Living together in God's amazing grace, we invite all people to know Christ, grown in Christ and make Christ known.

VISION

"Getting Our Hands Dirty for the Cause of Christ!"

VALUES



Nazareth Mission Project Grant Application Guidelines

The following guidelines are intended to provide direction for those who are applying for mission project funds and/or mission experience through Nazareth. However, these are guidelines only and funding is not necessarily limited to projects fitting these parameters. Applications are reviewed on a monthly basis and applicants will be notified in writing when final grant decisions are made.

1. Projects and/or mission experiences should be creative and visionary. We value "Relationships" and seek mission projects and experiences that build upon or create partnerships that motivate Nazareth members to greater involvement and investment in mission both within and beyond our walls.
2. Project size and/or mission experience needs should be such that other sources are not readily available and the funds provided will make significant contribution toward success of the project or participation in the event.
3. Projects and/or mission experiences should not normally be a line item in the congregational or ministry budget but might evolve into such when proven viable for the future.
4. Projects and/or mission experiences should relate to one or more of the following:
 - a. Christian evangelism and growth in discipleship with the specific intent of propagating the Gospel of Jesus Christ
 - b. Christian education where beneficiaries are directly exposed to the offer of eternal salvation through faith in Jesus Christ as our Lord and Savior
 - c. Christian health care where beneficiaries of a Nazareth mission grant are directly and evangelistically exposed to Christ's forgiveness and grace
 - d. Economic development associated with an active evangelical mission ministry where recipients connect the benefit of the mission gift to Christ's gift to them
 - e. Aligned or consistent with our Nazareth mission, vision, and values as outlined above

These mission funds exist to enhance the work of the Church by helping to establish new ministries and increased evangelism, discipleship, and stewardship opportunities for all followers of Jesus Christ.

**Minutes of the Board of Education
Waterloo Schools
County of Black Hawk, State of Iowa
January 10, 2022**

The Board of Education of the Waterloo Schools, County of Black Hawk, State of Iowa, was called to meet in regular session at 5:00pm on Monday, January 10, 2022, in the Board Room of the Education Service Center, 1516 Washington Street, Waterloo, Iowa.

Present: Board members: Stacie Mills, Jesse Knight, Endya Johnson, Astor Williams, Janelle Ewing and Sue Flynn
Superintendent, Dr. Jane Lindaman
Associate Superintendent for Educational Services, Dr. Stephanie Mohorne
Chief Officer of Human Resources/Equity, Kingsley Botchway II
Chief Financial Officer/Board Treasurer, Michael Coughlin
Assistant to the Superintendent/Board Secretary, Pam Arndorfer

Absent: Board member, Lyle Schmitt

I. Call to Order

The meeting was called to order by Ms. Flynn at 5:02pm.

II. Moment of Silence

III. Pledge of Allegiance

IV. Mission Statement

The Waterloo Schools Mission Statement was read by Ms. Ewing.

Board President, Sue Flynn, announced that Item X (Adoption of Covid-19 Testing and Vaccination Policy) will be removed from the agenda. Kingsley Botchway II, Chief Officer of Human Resources & Equity provided information regarding the policy and stated that we stand ready to bring the policy back for approval upon any future decision by the Courts.

V. Board Celebration – Recognition of West High Music Students

This item was presented as Information Only. Akwi Nji, Director of School & Community Relations, introduced Luke Overton, West High music instructor, along with four West High music students, who provided information regarding the Tri-M Music Honor Society as well as the upcoming honor choir performance at Wartburg College.

VI. Information from Individuals and Delegations

Amber Megivern, Waterloo resident and District paraeducator, asked the board to consider why there continues to be a number of open support staff positions in the District and discussed the many changes that have occurred in that position over the years.

VII. Consent Agenda

It was moved by Mr. Knight and seconded by Ms. Johnson that the Board of Education approve the consent agenda as revised. Motion carried 6-0. The following items were approved:

- Minutes of the December 13, 2021, Regular Board Meeting
- Bills Due & Payable and Bills Paid Between Board Meetings

Exhibit C: Personnel Appointments and Adjustments

It was moved by Mr. Knight and seconded by Ms. Johnson that the Board of Education approve the personnel items as listed. Kingsley Botchway II, Chief Officer of Human Resources & Equity, provided information. Motion carried 6-0.

Exhibit E: R.J. McElroy Trust Excellence in Education Grants

It was moved by Mr. Williams and seconded by Ms. Johnson that the Board of Education accepts and acknowledges with gratitude the R.J. McElroy Trust Excellence in Education Grants in the amount of \$2,555.79 for the 2021-2022 school year. Board members publicly thanked the R.J. McElroy Trust for their ongoing support of programs within the Waterloo Schools. Motion carried 6-0.

Exhibit F: Exceptional Persons, Inc. Memorandum of Understanding (MOU)

It was moved by Ms. Johnson and seconded by Mr. Knight that the Board of Education approve the Memorandum of Understanding between the Waterloo Schools and Exceptional Persons, Inc., as outlined. Jeff Frost, Executive Director of Professional Education, provided information. Motion carried 6-0.

Exhibit G: Appointment of the School Improvement Advisory Committee

It was moved by Ms. Johnson and seconded by Ms. Mills that the Board of Education approve the appointment of the 2021-2022 School Improvement Advisory Committee. Dr. Stephanie Mohorne, Associate Superintendent for Educational Services, and Dr. Jane Lindaman, Superintendent, provided information. Motion carried 6-0.

Exhibit H: Appointment of Board Member to Black Hawk County Conference Board

It was moved by Mr. Williams and seconded by Ms. Johnson that the Board of Education approve the appointment of Jesse Knight to the Black Hawk County Conference Board. Mr. Williams and Ms. Johnson agreed to a friendly amendment to read that the Board of Education approve the appointment of Stacie Mills to the Black Hawk County Conference Board. Amended motion carried 6-0.

VIII. Spring 2022 Concurrent Course Additions

It was moved by Mr. Knight and seconded by Ms. Johnson that the Board of Education approve the concurrent course additions for the 2021-2022 spring semester. Sherice Ortman, Coordinator of Secondary Curriculum and Advanced Programs, and Jeff Frost, Executive Director of Professional Education, provided information. Motion carried 6-0.

IX. Board Policy Changes – Second Reading

It was moved by Ms. Mills and seconded by Mr. Williams that the Board approve the following policies: School Board Powers and Duties, Board Officers, Student Conduct Code, Law Enforcement – Student Contact, Interviews of Students by Outside Agencies, Student Fines – Fees – Charges, Student Transportation, and Student Conduct on School Transportation. Akwi Nji, Director of School and Community Relations, provided information. Motion carried 6-0.

X. Adoption of Covid-19 Testing and Vaccination Policy

This item was removed from the agenda.

XI. Superintendent’s Report

- Continuum of opportunities with work-based learning
 - Job Shadow
 - Paid Internship / course credit at the same time
 - Quality Pre-Apprenticeship
 - Registered Apprenticeship
- January 14 PD will be a flexible location day for many job groups
- In regard to the pause on the Covid-19 Vaccination policy, we are ready to go at a moment’s notice based on decisions of the courts
- State of Covid (Kingsley)
 - Credit to Human Resources/Student Services staff for monitoring that goes on behind the scenes
 - We have a solid process in place
 - The goal is to keep school open and learning going at a high level
 - Positivity numbers are not as high in our buildings as they are in the community
 - Patience and grace is appreciated!

XII. Information from Board Members

Each board member was given the opportunity to comment.

XIII. Adjourn

It was moved by Mr. Williams and seconded by Mr. Knight that the Board of Education adjourn the meeting. Motion carried 6-0. The meeting adjourned at 6:38pm.

Respectfully submitted,

Pamela G. Arndorfer, Board Secretary

Date Approved by the Board of Education

THE SUPERINTENDENT’S RECOMMENDATION IS:

“the Board of Education approve the minutes of the January 10, 2022, Regular Board meeting.”

**Minutes of the Board of Education
Waterloo Schools
County of Black Hawk, State of Iowa
January 12, 2022**

The Board of Education of the Waterloo Schools, County of Black Hawk, State of Iowa, was called to meet in special session at 5:00pm on Wednesday, January 12, 2022, in Room 110 of the Education Service Center, 1516 Washington Street, Waterloo, Iowa.

Present: Board members: Endya Johnson, Jesse Knight, Sue Flynn, Janelle Ewing, Stacie Mills, Astor Williams and Lyle Schmitt
Board Secretary: Pamela Arndorfer

The special meeting to review qualifications of Superintendent candidates was called to order by Ms. Flynn at 5:04pm.

It was moved by Mr. Knight and seconded by Ms. Mills to go into closed session to evaluate the professional competency of an individual as provided by Iowa Code 21.1(5)(i). Motion carried 7-0 on a roll call vote. The board went into closed session at 5:05pm.

The board came out of closed session at 8:20pm.

It was moved by Mr. Knight and seconded by Ms. Johnson that the Board of Education adjourn the meeting. Motion carried 7-0. The meeting adjourned at 8:21pm.

Respectfully submitted,

Pamela G. Arndorfer, Board Secretary

Date Approved by the Board of Education

THE SUPERINTENDENT’S RECOMMENDATION IS:

“the Board of Education approve the minutes of the January 12, 2022, Special Board meeting.”

**Minutes of the Board of Education
Waterloo Schools
County of Black Hawk, State of Iowa
January 19, 2022**

The Board of Education of the Waterloo Schools, County of Black Hawk, State of Iowa, was called to meet in special session at 2:45pm on Wednesday, January 19, 2022, in Room 110 of the Education Service Center, 1516 Washington Street, Waterloo, Iowa.

Present: Board members: Endya Johnson, Jesse Knight, Sue Flynn, Janelle Ewing, Stacie Mills, Astor Williams and Lyle Schmitt
Board Secretary: Pamela Arndorfer

The special meeting to screen Superintendent candidates was called to order by Ms. Flynn at 2:58pm.

It was moved by Ms. Johnson and seconded by Mr. Knight to go into closed session to evaluate the professional competency of an individual as provided by Iowa Code 21.1(5)(i). Motion carried 7-0 on a roll call vote. The board went into closed session at 2:59pm.

The board recessed for a break from 5:15-5:30pm and dinner from 6:15-7:00pm.

The board came out of closed session at 9:44pm.

It was moved by Ms. Mills and seconded by Ms. Ewing that the Board of Education adjourn the meeting. Motion carried 7-0. The meeting adjourned at 9:45pm.

Respectfully submitted,

Pamela G. Arndorfer, Board Secretary

Date Approved by the Board of Education

THE SUPERINTENDENT’S RECOMMENDATION IS:

“the Board of Education approve the minutes of the January 19, 2022, Special Board meeting.”

BOARD OF EDUCATION MEETING
January 24, 2022

ISSUE: Personnel Appointments and Adjustments

CONTACT: Kingsley Botchway II, Chief Officer of Human Resources/Equity

ATTACHMENTS: Routine Personnel Appointments

BACKGROUND:

Routine personnel matters, as outlined in the attachment, are recommended for approval.

THE SUPERINTENDENT’S RECOMMENDATION IS:

“the Board of Education approve the personnel items as listed.”

**WATERLOO COMMUNITY SCHOOL DISTRICT
HUMAN RESOURCES
January 24, 2022**

PERSONNEL APPOINTMENTS

<u>NAME</u>	<u>SALARY</u>	<u>BUILDING</u>	<u>SUBJECT</u>	<u>SEN.DATE</u>	<u>REASON</u>	<u>EFFECT. DATE</u>
<u>Certified</u>						
Kathreen Matney	\$ 44,160.00	Kingsley	Elementary Tchr	12/3/2021	Anne-Marie Kick	
Jenna Floyd	\$ 48,576.00	Highland	Elementary Counselor	11/4/2021	Christy Wagner	1/10/2022
Amaleah Weldon	\$ 44,160.00	Kittrell	Sp Needs Tchr	9/29/2021	Student Need	1/7/2022
Rachel Hahn	\$ 44,160.00	Central	Sp Needs Tchr	11/23/2021	Student Need	1/13/2022
Maureen Nead	\$ 68,448.00	Lincoln	Title One Tchr	12/22/2021	Tabitha Waltz	1/13/2022
Ashley Clendennen	\$ 44,160.00	Kittrell	Sp Needs Tchr	10/18/2021	Student need	1/13/2021
Mary Otero	\$ 44,160.00	Becker	Elementary Tchr	12/7/2021	Natalie Garcia	1/13/2022

Classified

Heather Slater	\$ 8,691.76	Becker	Paraeducator	1/12/2022	Elma Krgo	1/19/2022
Holly Frein-Harman	\$ 8,332.80	Expo	BIS	1/11/2022	Melanie Bergman	1/31/2022
Kamryn Johanns	\$ 8,303.68	West	Sp Needs Para	12/27/2021	Jessica King	1/19/2022
Kimberly Cole	\$ 8,208.20	Poyner	Sp Needs Para	1/6/2022	Dana Eldebs	1/27/2022
Christine Boesen	\$ 8,854.44	Lowell	Sp Needs Para	1/3/2022	Baylee VanAcker	1/26/2022

CHANGE OF ASSIGNMENTS

Certified

Melanie Bergman	\$ 48,576.00	Expo	Sp Needs Tchr	10/18/2021	JoEllen Wical	1/7/2022
Tabitha Waltz		Highland	Literacy Coach	TBD	TLC Position	1/18/2022

Classified

Shantelle Andreasen		Expo	Cook 2	1/10/2022	Vesna Latic	1/10/2022
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RETURN FROM LEAVE OF ABSENCE

Classified

Chyone Reed		Lincoln	Sp Needs Para	TBD		1/10/2022
Shakari Baker-Bruce		Irving	BIS	TBD		1/10/2022
Carlene Jorgensen		Orange	BIS	TBD		1/4/2022
Yvonne Spencer		Irving	Custodian	TBD		1/5/2022
Javaris Brandt		East	Campus Safety Monitor	TBD		1/14/2022

LEAVES OF ABSENCE TO BE APPROVED

<u>NAME</u>	<u>SALARY</u>	<u>BUILDING</u>	<u>SUBJECT</u>	<u>SEN.DATE</u>	<u>REASON</u>	<u>EFFECT. DATE</u>
<u>Certified</u>						
Lindsey McCarty		Lowell	Elementary Tchr	TBD	FMLA-Block	
Alexa McMahon		Hoover	Middle School Tchr	TBD	Leave for health and family responsibility-self	1/21/2022
Maria Jaramillo-Bean		Expo	Sp Needs Tchr	TBD	Leave for health and family responsibility-self	1/7/2022
Kendall LaFontaine		Orange	Elementary Tchr	TBD	Leave for health and family responsibility-self	1/14/2022

Classified

Javaris Brandt		East	Campus Safety Monitor	TBD	Leave for health and family responsibility-self	1/4/2022
Melissa Vance		Expo	218 Secretary	TBD	Leave for health and family responsibility-self	1/24/2022

RESIGNATIONS**Classified**

Kris McGaffee		Becker	FS General Worker	TBD	Resignation	1/21/2022
Lisa McKinney		Lowell	Clerk Typist	TBD	Resignation	1/19/2022
Brooke Abben		Central	Clerk Typist	TBD	Resignation	1/7/2022
Latasha Mcghee		Expo	BIS	TBD	Resignation	1/13/2022
Mariah Garcia		Poyner	BIS	TBD	Resignation	1/28/2022
Raquel Harmon		Bunger	Sp Needs BIS	TBD	Resignation	1/5/2022
Jordyn Gomez		Orange	Sp Needs Para	TBD	Resignation	1/20/2022
Amanda Brewer		Central	Sp Needs Para	TBD	Resignation	1/6/2022
Bridget Dunbar		Central	Sp Needs Para	TBD	Resignation	2/4/2022
Kaylee Olson		East	Sp Needs Para	TBD	Resignation	1/24/2022
Jaclyn Brown		East	Sp Needs Para	TBD	Resignation	1/28/2022
Grace Thompson		Orange	Paraeducator	TBD	Resignation	4/29/2022

RETIREMENT**Classified**

Janeen Lidtke		Orange	218 Secretary	TBD	Retirement	End of 21-22
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TERMINATION

<u>NAME</u>	<u>SALARY</u>	<u>BUILDING</u>	<u>SUBJECT</u>	<u>SEN.DATE</u>	<u>REASON</u>	<u>EFFECT. DATE</u>
Classified Channon Dwyer		Poyner	Sp Needs Para	TBD	Termination due to job abandonment.	
Rosie Thomas		Cunningham	LOA	TBD	Leave of Absence Expired	1/13/2022

Signed: _____
Sue Flynn, Board President

Date: _____

BOARD OF EDUCATION MEETING
January 24, 2022

ISSUE: Bills Due and Payable and Bills Paid Between Board Meetings

CONTACT: Michael Coughlin, Chief Financial Officer
Dr. Jane Lindaman, Superintendent

ATTACHMENTS: Listing of Bills Due and Payable and Bills Paid Between Board Meetings

BACKGROUND:

The Board authorizes the issuance of warrants for payment of claims against the school district for goods and services. The Board will allow the warrants after the goods and services have been received and accepted in compliance with Board policy.

THE SUPERINTENDENT'S RECOMMENDATION IS:

"the Board of Education approve the Bills Due and Payable and the Bills Paid Between Board Meetings."

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00229134	-15,448.50	01/18/22	8070 IMMANUEL LUTHERAN PRESCHOOL	CV
10	00229450	82.40	01/06/22	12641 JILL MURPHY	C
10	00229451	36.80	01/06/22	5225 LINDA SUMMERHAYS	C
10	00229452	2,957.28	01/06/22	9234 T-MOBILE USA INC	C
10	00229453	3,800.86	01/07/22	2279 WALMART / CAPITAL ONE	C
10	00229454	75.00	01/11/22	5865 BEECHER LAW FIRM	C
10	00229455	375.00	01/11/22	128 BLACK HAWK CLERK OF COURT	C
10	00229456	720.97	01/11/22	123 BLACK HAWK COUNTY SHERIFF	C
10	00229457	4,430.57	01/11/22	2431 CEDAR VALLEY SPORTSPLEX	C
10	00229458	1,295.35	01/11/22	103 CEDAR VALLEY UNITED WAY	C
10	00229459	491.07	01/11/22	4445 IOWA DEPT OF REVENUE & FINANCE	C
10	00229460	353.33	01/11/22	601 LINN COUNTY SHERIFF	C
10	00229461	129.80	01/11/22	132 NEW YORK LIFE	C
10	00229462	156.00	01/11/22	12511 NYS CHILD SUPPORT PROCESSING CENTER	C
10	00229463	438.83	01/11/22	3870 POLK COUNTY SHERIFF	C
10	00229464	28,543.50	01/11/22	112 PUBLIC EMPLOYEES CREDIT UNION	C
10	00229465	646.00	01/19/22	7222 ADVANTAGE SCREENPRINT & EMBROI	C
10	00229466	32.50	01/19/22	3978 ANN RICHTER	C
10	00229467	1,425.00	01/19/22	213 APPLE INC	C
10	00229468	454.00	01/19/22	279 ARCTIC REFRIGERATION, LC	C
10	00229469	54.96	01/19/22	8341 B & B LOCK & KEY, INC	C
10	00229470	12,480.00	01/19/22	5904 BARNES AND NOBLE INC	C
10	00229471	50.34	01/19/22	344 BDI 061	C
10	00229472	13,875.00	01/19/22	7424 BERGANKDV LTD	C
10	00229473	1,207.30	01/19/22	1323 BLACK HAWK COUNTY LANDFILL/DENVER CONST	C
10	00229474	295.00	01/19/22	378 BLACK HAWK MANAGEMENT, INC.	C
10	00229475	46.00	01/19/22	1095 BLACK HAWK WASTE DISPOSAL	C
10	00229476	823.86	01/19/22	394 BOOKSOURCE	C
10	00229477	33,702.61	01/19/22	7001 CAM COMMUNITY SCHOOL DISTRICT	C
10	00229478	47.25	01/19/22	559 CAMPBELL SUPPLY CO	C
10	00229479	4,848.00	01/19/22	3911 CANYON CREEK SOFTWARE	C
10	00229480	14,767.15	01/19/22	578 CAPITAL SANITARY SUPPLY CO INC	C
10	00229481	186.34	01/19/22	17922 CASEY'S BUSINESS MASTERCARD	C
10	00229482	572,553.05	01/19/22	493 CEDAR FALLS COMM SCHOOL DIST	C
10	00229483	7,174.60	01/19/22	12110 CEDAR FALLS UTILITIES	C
10	00229484	846.56	01/19/22	3502 CENGAGE LEARNING	C
10	00229485	324.79	01/19/22	144 CENTRAL RIVERS AEA	C
10	00229486	2,011.00	01/19/22	1653 CENTURYLINK	C
10	00229487	1,000.00	01/19/22	10571 CHARLETTA SUDDUTH	C
10	00229488	49.92	01/19/22	10193 CINDY GEIGER	C
10	00229489	11,520.63	01/19/22	6232 CITY OF WATERLOO POLICE DEPT	C
10	00229490	89.78	01/19/22	2293 COURIER COMMUNICATIONS	C
10	00229491	26,031.56	01/19/22	3008 DENVER COMMUNITY SCHOOL	C
10	00229492	216.00	01/19/22	35181 DOMINOS PIZZA	C
10	00229493	250.00	01/19/22	1895 DRAIN DOCTOR	C
10	00229494	358,105.54	01/19/22	28215 DURHAM SCHOOL SERVICES	C
10	00229495	282.62	01/19/22	6881 EAN SERVICES, LLC	C
10	00229496	121.04	01/19/22	2554 ECHO GROUP INC	C
10	00229497	453.27	01/19/22	817 ELECTRICAL ENG & EQUIPMENT (THREE E)	C
10	00229498	525.00	01/19/22	11913 EMS LINQ INC	C
10	00229499	161.78	01/19/22	6288 FAREWAY STORES INC	C
10	00229500	360.51	01/19/22	12585 FAREWAY STORES INC #190	C
10	00229501	500.00	01/19/22	9343 FBG SERVICE CORPORATION	C
10	00229502	1,227.62	01/19/22	29190 FERGUSON ENTERPRISES INC #1657	C
10	00229503	118.19	01/19/22	5584 FOUNDATION BUILDING MATERIALS, LLC	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00229504	11,608.86	01/19/22	1633 FRANKLIN COVEY	C
10	00229505	173.83	01/19/22	946 GENERAL SHEET METAL WORKS INC	C
10	00229506	1,006.14	01/19/22	974 GOODYEAR COMMERCIAL TIRE & SRVC CTR	C
10	00229507	558.74	01/19/22	5574 GOPHER SPORTS EQUIPMENT	C
10	00229508	2,185.65	01/19/22	179 GORDON FLESCH COMPANY, INC.	C
10	00229509	125.00	01/19/22	981 GRADY INSTRUMENT SERVICE INC	C
10	00229510	155.00	01/19/22	8199 H2I GROUP	C
10	00229511	715.00	01/19/22	12519 HANDS UP COMMUNICATIONS	C
10	00229512	200.00	01/19/22	12461 HANNA STOLPER	C
10	00229513	95.00	01/19/22	6964 HAWKEYE ALARM AND SIGNAL CO	C
10	00229514	650.00	01/19/22	1029 HAWKEYE COMMUNITY COLLEGE	C
10	00229515	108.90	01/19/22	4558 HEINEMANN	C
10	00229516	944.67	01/19/22	2712 HERFF JONES INC	C
10	00229517	343.20	01/19/22	1001 HILLYARD/DES MOINES	C
10	00229518	2,500.00	01/19/22	5091 HOUGHTON MIFFLIN HARCOURT	C
10	00229519	4,032.22	01/19/22	1106 HY VEE FOOD STORES CROSSROADS	C
10	00229520	21.90	01/19/22	1104 HY-VEE ACCOUNTS RECEIVABLE	C
10	00229521	12,150.00	01/19/22	2207 I & S GROUP INC	C
10	00229522	15,448.50	01/19/22	8070 IMMANUEL LUTHERAN PRESCHOOL	C
10	00229523	145.00	01/19/22	4366 INFOMAX OFFICE SYSTEMS, INC	C
10	00229524	111.25	01/19/22	9444 INVISION ARCHITECTURE	C
10	00229525	2,238.39	01/19/22	20427 IOWA CITY COMM SCHOOL	C
10	00229526	107,036.28	01/19/22	7514 IOWA DEPT OF HUMAN SERVICES	C
10	00229527	924.00	01/19/22	11838 IOWA SCHOOL FINANCE INFO SERVICES INC	C
10	00229528	850.00	01/19/22	18287 IXL LEARNING	C
10	00229529	3,801.77	01/19/22	4528 J.P. GASWAY	C
10	00229530	85.00	01/19/22	8854 JASON GOMEZ	C
10	00229531	32.50	01/19/22	5776 JEFF CONREY	C
10	00229532	49.95	01/19/22	8297 JENNIFER EDGINGTON	C
10	00229533	127.02	01/19/22	12641 JILL MURPHY	C
10	00229534	115.00	01/19/22	6152 JOSHUA MEYER	C
10	00229535	1,100.00	01/19/22	6086 KABBA KREATIONS LLC	C
10	00229536	100.82	01/19/22	7914 KERRI MENNENGA	C
10	00229537	116.40	01/19/22	22209 LANGUAGE LINE SERVICES	C
10	00229538	109.09	01/19/22	1441 MARTIN BROTHERS	C
10	00229539	440.11	01/19/22	1402 MCDONALD SUPPLY	C
10	00229540	614.45	01/19/22	7971 MEDIACOM	C
10	00229541	94.97	01/19/22	9273 MEGAN LUMETTA	C
10	00229542	480.00	01/19/22	9550 MERCYONE WELLNESS CENTER	C
10	00229543	238.00	01/19/22	7765 MILROY'S TUXEDOS	C
10	00229544	853.88	01/19/22	25364 MSC INDUSTRIAL SUPPLY CO	C
10	00229545	30.00	01/19/22	9427 NAACP	C
10	00229546	90.00	01/19/22	3312 NAGLE SIGNS INC	C
10	00229547	1,200.00	01/19/22	12617 NCCER	C
10	00229548	2,480.00	01/19/22	8803 NOREDINK	C
10	00229549	1,847.22	01/19/22	22772 NORTH TAMA COUNTY COMMUNITY SCHOOLS	C
10	00229550	2,997.34	01/19/22	10158 OFFICE EXPRESS	C
10	00229551	165.02	01/19/22	1684 OVERHEAD DOOR OF WATERLOO INC	C
10	00229552	761.84	01/19/22	2296 P & K MIDWEST INC	C
10	00229553	81,757.00	01/19/22	1717 PDCM INSURANCE	C
10	00229554	850.00	01/19/22	5901 PETERSON CONTRACTORS INC	C
10	00229555	6,324.57	01/19/22	11555 POCKET NURSE	C
10	00229556	62.50	01/19/22	8133 RANDY KREJCI	C
10	00229557	450.00	01/19/22	10761 RICK'S DETAIL, LLC	C
10	00229558	25.00	01/19/22	331 SCHOLASTIC BOOK CLUBS	C

A/P Summary Check Register

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Bank	Check No	Amount	Date	Vendor	Type
10	00229559	502.15	01/19/22	331 SCHOLASTIC INC	C
10	00229560	255.50	01/19/22	925 SCHULTZ STRINGS	C
10	00229561	303.45	01/19/22	637 SERVICE ROOFING	C
10	00229562	72.38	01/19/22	31569 SHAWN CRAFT	C
10	00229563	87.05	01/19/22	12499 SIRR GARDNER	C
10	00229564	1,630.00	01/19/22	1767 SONOVA USA INC	C
10	00229565	34.32	01/19/22	4922 STACEY SNYDER	C
10	00229566	640.00	01/19/22	7476 STEVE GILLEN	C
10	00229567	37.13	01/19/22	3540 STEVEN PETERSEN	C
10	00229568	4,332.00	01/19/22	6725 STREETSMARTS DRIVERS EDUCATION	C
10	00229569	17,134.43	01/19/22	7444 SUCCESSLINK	C
10	00229570	664.00	01/19/22	2092 SUPERIOR WELDING SUPPLY CO	C
10	00229571	9,899.00	01/19/22	9247 SYNDAVER	C
10	00229572	6,322.25	01/19/22	2121 TEACHING STRATEGIES LLC	C
10	00229573	647.52	01/19/22	3219 THE SHRED MASTER LLC	C
10	00229574	500.00	01/19/22	12648 THE TECHNOLOGY ASSOCIATION OF IOWA	C
10	00229575	45.00	01/19/22	12639 THOMAS RICHTER	C
10	00229576	19,075.77	01/19/22	11482 TIMBERLINE BILLING SERVICE LLC	C
10	00229577	4.91	01/19/22	10923 TRACY TIGGES	C
10	00229578	82.53	01/19/22	520 ULINE	C
10	00229579	751,967.07	01/19/22	3452 UNITY POINT HEALTH	C
10	00229580	32.50	01/19/22	7048 UNIVERSITY OF NORTHERN IOWA	C
10	00229581	1,000.00	01/19/22	6331 WATERLOO BUCKS	C
10	00229582	150.00	01/19/22	2312 WATERLOO WATER WORKS	C
10	00229583	6,058.16	01/19/22	3820 WBC MECHANICAL INC	C
10	00229584	286.04	01/19/22	2304 WEBER PAPER COMPANY	C
10	00229585	3.51	01/19/22	12647 WILLIAM SPELLER	C
10	00229586	4,154.04	01/19/22	6678 XEROX FINANCIAL SERVICES	C
Total Bank No 10		2,194,950.72			
12	00024281	-45.25	01/14/22	3702 MARILYN JENSEN	CV
12	00024290	105.00	01/19/22	12644 ADOLPHS' PRODUCE	C
12	00024291	34,817.12	01/19/22	11967 ANDERSON ERICKSON DAIRY CO	C
12	00024292	4,218.10	01/19/22	7005 LOFFREDO	C
12	00024293	45.25	01/19/22	3702 MARILYN JENSEN	C
12	00024294	118,543.53	01/19/22	1441 MARTIN BROTHERS	C
12	00024295	8,925.00	01/19/22	9428 MINMOR INDUSTRIES, LLC DBA NOTABLES	C
12	00024296	2,790.40	01/19/22	5486 NU HEALTH CALIFORNIA LLC	C
12	00024297	3.30	01/19/22	10313 SENADA ALIBASIC	C
Total Bank No 12		169,402.45			
14	00102697	-10.00	01/06/22	6936 DAN HENSING	CV
14	00102732	-18.00	01/06/22	6936 DAN HENSING	CV
14	00103420	119.00	01/05/22	8770 ABRAHAM LINCOLN JROTC	C
14	00103421	100.00	01/05/22	3688 ADONNIS HILL	C
14	00103422	5,571.01	01/05/22	7222 ADVANTAGE SCREENPRINT & EMBROI	C
14	00103423	147.88	01/05/22	144 CENTRAL RIVERS AEA	C
14	00103424	515.00	01/05/22	7323 CRAFT COCHRAN SCREENPRINT & EMBROIDERY	C
14	00103425	35.00	01/05/22	35181 DOMINOS PIZZA	C
14	00103426	220.00	01/05/22	27014 ERICA HOPPER	C
14	00103427	64.00	01/05/22	1185 IOWA HIGH SCHOOL SPEECH ASSOC	C
14	00103428	23.76	01/05/22	5225 LINDA SUMMERHAYS	C
14	00103429	1,424.69	01/05/22	1441 MARTIN BROTHERS	C
14	00103430	615.76	01/05/22	4522 PEPSI-COLA	C
14	00103431	134.25	01/05/22	7330 RITE ENVIRONMENTAL	C
14	00103432	536.50	01/05/22	1915 SANDEES	C

A/P Summary Check Register

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Bank	Check No	Amount	Date	Vendor	Type
14	00103433	329.43	01/05/22	5936 SARA WHITEHEAD	C
14	00103434	332.98	01/05/22	8288 SOCCER MASTER	C
14	00103435	100.00	01/05/22	4031 SOLOMON FUNCHESS	C
14	00103436	100.00	01/05/22	9180 TIMOTHY ZAPUTIL	C
14	00103437	250.00	01/06/22	12643 ALEXIA GHEORGHE	C
14	00103438	1,815.53	01/07/22	2279 WALMART / CAPITAL ONE	C
14	00103439	65.00	01/12/22	3688 ADONNIS HILL	C
14	00103440	2,192.00	01/12/22	7222 ADVANTAGE SCREENPRINT & EMBROI	C
14	00103441	500.00	01/12/22	8657 BEN MCDONALD	C
14	00103442	95.00	01/12/22	9765 BRENT SHARFF	C
14	00103443	1,320.00	01/12/22	5787 BSN PASSONS GSC CONLIN SPORTS	C
14	00103444	110.00	01/12/22	2036 CABIN COFFEE OF WATERLOO	C
14	00103445	274.18	01/12/22	5385 CANTEN REFRESHMENT SRVCS	C
14	00103446	79.98	01/12/22	8304 CEDAR RAPIDS TV, LLC (KWVL)	C
14	00103447	95.00	01/12/22	9216 CHRIS OBERBROECKLING	C
14	00103448	130.00	01/12/22	12646 CHRISTOPHER MICHAEL	C
14	00103449	28.00	01/12/22	6936 DAN HENSING	C
14	00103450	60.00	01/12/22	12636 DAVID LITTERER	C
14	00103451	420.00	01/12/22	35181 DOMINOS PIZZA	C
14	00103452	123.76	01/12/22	28215 DURHAM SCHOOL SERVICES	C
14	00103453	130.00	01/12/22	5061 ERIC OLSON	C
14	00103454	12.26	01/12/22	310 FAREWAY - EVANSDALE	C
14	00103455	226.25	01/12/22	3795 FLOSPORTS, INC. AKA TRACKWRESTLING	C
14	00103456	565.00	01/12/22	1185 IOWA HIGH SCHOOL SPEECH ASSOC	C
14	00103457	120.30	01/12/22	6421 JEFF FRESE	C
14	00103458	95.00	01/12/22	4664 JEFFREY ROEN	C
14	00103459	95.00	01/12/22	9922 JOSEPH GATTO	C
14	00103460	401.25	01/12/22	10980 KENDAL CRAWFORD	C
14	00103461	500.00	01/12/22	8235 LIFETOUCH NATL SCHOOL STUDIO	C
14	00103462	137.32	01/12/22	125 LORAS DIGMANN	C
14	00103463	409.95	01/12/22	1441 MARTIN BROTHERS	C
14	00103464	446.44	01/12/22	4522 PEPSI-COLA	C
14	00103465	105.00	01/12/22	7330 RITE ENVIRONMENTAL	C
14	00103466	119.38	01/12/22	9945 SHANE REMINGTON	C
14	00103467	770.00	01/12/22	21156 STOREY KENWORTHY/MATT PARROTT	C
14	00103468	95.00	01/12/22	12279 THOMAS R MCQUILLEN	C
14	00103469	95.00	01/12/22	1524 VAUGHN GRIMM	C
14	00103470	60.00	01/12/22	23299 VERNON MIDDLE SCHOOL	C
14	00103471	800.00	01/12/22	2307 WAVERLY AREA WRESTLING CLUB	C
Total Bank No 14		23,082.86			
16	00004051	3,177.00	01/19/22	9102 BRAUN INTERTEC CORPORATION	C
16	00004052	11,000.00	01/19/22	2207 I & S GROUP INC	C
16	00004053	2,008,987.04	01/19/22	5351 LARSON CONSTRUCTION COMPANY INC	C
16	00004054	2,000.00	01/19/22	8678 UMB BANK, N.A.	C
16	00004055	3,833.42	01/19/22	8570 WILSON RESTAURANT SUPPLY	C
Total Bank No 16		2,028,997.46			

A/P Summary Check Register

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Bank	Check No	Amount	Date	Vendor	Type
				Total Manual Checks	.00
				Total Computer Checks	4,431,955.24
				Total ACH Checks	.00
				Total Other Checks	.00
				Total Electronic Checks	.00
				Total Computer Voids	-15,521.75
				Total Manual Voids	.00
				Total ACH Voids	.00
				Total Other Voids	.00
				Total Electronic Voids	.00
				Grand Total	4,416,433.49
				Number of Checks	206

Batch Yr	Batch No	Amount
22	000259	-10.00
22	000307	-18.00
22	000922	38.88
22	000938	5,891.27
22	000966	12,972.10
22	000983	-15,448.50
22	000991	-451.06
22	000997	1,200.00
22	001001	2,111.69
22	001033	332.98
22	001058	6,838.08
22	001132	-45.25
22	001134	4,165.07
22	001139	214.56
22	001140	380.00
22	001151	10,864.45
22	001161	8,893.89
22	001163	1,266.15
22	001164	5,616.39
22	001172	4,292.13
22	001173	2,073,481.15
22	001174	3,076.48
22	001175	239,189.23
22	001181	250.00
22	001221	900.28
22	001227	37,009.42
22	001230	12.26
22	001231	1,074.70
22	001235	461.25
22	001236	1,320.00
22	001256	30,906.20
22	001259	122,918.76
22	001260	1,720,495.15
22	001261	14,847.81
22	001262	116,400.85
22	001266	4,985.12

Electronic Payments to Vendors:

MID AMERICAN ENERGY	185,900.93
PITNEY BOWES – ESC POSTAGE	6,000.00
DELTA DENTAL – INSURANCE	51,914.55
BMO – PROCUREMENT CARD PAID	187,956.57
Total Electronic Payments	431,772.05

BOARD OF EDUCATION MEETING
January 24, 2022

ISSUE: Internet Service for Waterloo Community Schools

CONTACT: Matt O'Brien, Director of Technology

ATTACHMENT: Internet Service Bid Summary
Dedicated Internet Access Service Agreement

BACKGROUND:

Next fiscal year, the district will be entering year two of a three-year contract for 5 gbps internet service from Unite Private Networks. The district also has a contract for 5 gbps of internet service with Aureon, which expires at the end of this fiscal year. In an effort to ensure we have adequate bandwidth to meet our needs, the district filed FCC form 470, requesting proposals for internet service for the district to replace the bandwidth from the expiring Aureon contract. Specifically, the district asked for costs for service between 5 gbps and 10 gbps.

Proposals were received from three vendors. A summary of the proposals is included as an attachment. Note that options were received for one, three, and five year contracts. It is recommended that the district enter into a three-year contract for 5 gbps of service with Mediacom, which was the winning bidder based off of the district's previously established bid evaluation matrix. The cost per month of this service is \$2250. The district will file for e-rate funding, which if awarded, should discount the cost by approximately 90% from the USF (universal service fund), which would bring the district's monthly cost down to \$225. Note that e-rate funding is awarded on an annual basis; the amount which we are eligible to apply for may change over years two and three of the contract. Service will be effective July 1, 2022.

THE SUPERINTENDENT'S RECOMMENDATION IS:

"the Board of Education approve the three-year 5 gbps internet service proposal from Mediacom and sign the applicable agreement."

Internet Service Bid Summary

Bid Summary

	Term	Lumen**	Mediacom	Nextlink***
5 gbps	36	\$2,329.44	\$2,250.00	\$2,361.00
10 gbps	mo*	\$3,384.44	\$3,150.00	\$2,611.00
Installation/NRC			\$0.00	\$0.00

Notes

*All costs are shown on a monthly basis with a 3 year contract. Providers also bid alternate options of terms and bandwidth speeds. The district has decided the three year term is the best balance of cost and flexibility.

**Lumen's bid was \$2000 (5gbps) / \$3000 (10gbps) + \$208 equipment + 5.5% in surcharges

***NextLink's bid was \$2119 (5gbps) / \$2369 (10gbps) + \$2 per month per IP address

Bid Evaluation for 5 gbps Service (36 Month Term)

		Lumen	Mediacom	Nextlink
Cost of service	60	59	60	59
Experience w/ vendor	10	9	10	0
Vendor reputation	30	30	30	10
Total	100	98	100	69

DEDICATED INTERNET ACCESS (DIA) SERVICE AGREEMENT

This Dedicated Internet Access (DIA) and Transparent LAN Service Agreement (the “**Agreement**”), MC-537789, is entered into by and between MCC Telephony of Iowa, LLC 1 Mediacom Way, Mediacom Park, NY, 10918 (“**Mediacom**”) and **Waterloo Comm School District** 1516 Washington Waterloo, IA 50702 (“**Customer**”).

Agreement: References to this “Agreement” are to the following collectively: (i) this “Agreement” document, (ii) each applicable **Service Annex** attached hereto and incorporated herein by reference, (iii) the **Business Acceptable Use Policy** (which can be viewed on Mediacom’s website at <http://www.mediacomtoday.com/baup>) (the “**BAUP**”), and (iv) the **Dedicated Internet Access and Transparent LAN Service Agreement – General Terms** attached hereto and incorporated herein by reference (the “**General Terms**”), in each case as may be amended from time to time in accordance with this Agreement.

SERVICES: A description of each Service, together with the relevant location (“**Service Location**”), and recurring and non-recurring charges is contained in the Service Annex. Pursuant to the terms of the Agreement and subject to the terms of the General Terms, and Business Acceptable Use Policy, Mediacom agrees to provide, and Customer agrees to purchase, for the Service Term specified below, Dedicated Internet Access and/or Transparent LAN Services as listed in Service Annex and certain ancillary services directly related thereto, the “**Services**”, which access will be available at and through a specified point of interconnection (the “**Demarcation Point**”) between Mediacom’s facilities and networks (collectively, the “**Mediacom Network**”) and certain Mediacom equipment to be installed at a specified physical location at the Customer’s designated service location (such physical location, the “**Termination Location**”, and such service location, the “**Service Location**”).

SERVICE TERM: Unless earlier terminated pursuant to Section 6 of the General Terms, the initial term of the Agreement shall commence on the Effective Date and ends **36** months following the Turn-Up Date (the “**Initial Term**”). The Agreement will automatically renew for successive one (1) month terms (each, a “**Successive Term**”, and all such Successive Terms and the Initial Term collectively, the “**Service Term**”) upon the expiration of the Initial Term or any Successive Term, unless earlier terminated or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew.

ESTIMATED AVAILABILITY DATE: Mediacom estimates it will first make the Services available to the Customer July 1, 2022 approximately 120 days following the date on which Mediacom executes this Agreement (the “**Estimated Availability Date**”).

By its signature below, each party acknowledges that it has read the Agreement, Service Annex, Business Acceptable Use Policy, and the General Terms, each of which is expressly incorporated by reference into the Agreement, and agrees to be bound by the terms thereof, effective as of the date last signed by the parties below (the “**Effective Date**”).

MCC Telephony of Iowa, LLC
Mediacom

Signature

Printed Name

Date

Notify Address

Mediacom Business Solutions
Attn: Legal Dept and Nancy Tom
1 Mediacom Way
Mediacom Park, NY 10918
Telephone: (845) 443-2600
Fax: (845) 698-4570

Waterloo Comm School District
Customer

Signature

Printed Name

Date

Notify Address

Waterloo Comm School District
Attn: Matthew OBrien
1516 Washington
Waterloo, IA 50702
Telephone: 3194331875
Fax:

Dedicated Internet Access and Transparent LAN Service Agreement - General Terms

Unless the context otherwise requires, any reference herein to the "Agreement" shall be deemed to include these General Terms and the BAUP.

1. Provision of the Services. (a) Subject to the terms of the Agreement and subject to the performance by Customer of its responsibilities thereunder, Mediacom shall provide to Customer during the Service Term those Services described in the Agreement, and Mediacom's responsibilities are expressly limited to the provision of such Services.

(b) Mediacom's responsibility to provide the Services ends at the Demarcation Point. Customer will be responsible for all use and compatibility issues relating to the Services beyond the Demarcation Point.

(c) If Mediacom becomes aware that the Turn-Up Date will be delayed beyond the Estimated Availability Date, Mediacom shall notify Customer of the new Estimated Availability Date. The failure of the Turn-Up Date to occur by any Estimated Availability Date, or at all, shall not be a breach of the Agreement. If, for any reason other than the acts or omissions of Customer, the Turn-Up Date does not occur within one hundred (100) days after the latest established Estimated Availability Date, Customer's sole right and remedy shall be to terminate the Agreement by written notice to Mediacom given not later than five (5) business days after the expiration of such one hundred (100) day period, upon receipt of which notice Mediacom will refund the Installation Fee to Customer.

(d) In providing and performing the Services, Mediacom shall use commercially reasonable efforts to observe the normal standards of performance within the telecommunications industry in the relevant market.

2. Fees and Charges. (a) All Fees will be billed via invoice and payment of such Fees will be due in advance, prior to the provision of the applicable Services. Customer agrees to pay Mediacom all Fees by the due date specified in the applicable invoice, without offset or reduction. In addition, Customer promises to pay, or reimburse Mediacom for its payment of, any applicable federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or pass-throughs from time to time levied upon or in connection with the Services or otherwise related to the performance of the Agreement, any and all of which may be added to invoices rendered under the Agreement.

(b) During any Successive Term, the Fees are subject to adjustment and increase, at the sole discretion of Mediacom, upon thirty (30) days prior written notice to Customer.

(c) In the event that Customer fails to pay any Fees invoiced by Mediacom (i) within thirty (30) days following the due date specified in the applicable invoice, such unpaid Fees shall bear interest at an amount equal to the lesser of (x) 6% per annum and (y) the maximum amount permitted by law, and (ii) within sixty (60) days following the due date specified in the applicable invoice, Mediacom shall have the right to suspend performance of the Services. Mediacom will use reasonable efforts to provide Customer with notice of its intent to suspend the Services, provided, however, no failure of Mediacom to provide such notice will be deemed a bar to suspension or a breach of the Agreement by Mediacom. Customer shall also reimburse Mediacom for all expenses (including reasonable attorney's fees) incurred by Mediacom in collecting past due amounts.

3. Tariffed Services. Provision of the Services may be subject to tariffs filed with certain state regulatory agencies having jurisdiction over the Services or the Federal Communications Commission ("**Tariffed Services**"). Tariffed Services shall be provided in accordance with the provisions of any applicable tariff, which provisions are incorporated herein by reference. In the event that the Fees, rates, terms and conditions set forth in the Agreement applicable to any Tariffed Service conflict at any time with those set forth in the applicable tariff, the rates, terms and conditions of the applicable tariff shall control. Mediacom shall notify Customer in writing in a timely manner of the conversion, at Mediacom's discretion and in Mediacom's sole judgment, of an untariffed Service to a Tariffed Service or of the modification of the terms of an applicable tariff.

4. Equipment; the Service Location. (a) Mediacom will be responsible for the installation of all equipment and materials required, in Mediacom's sole opinion, to provide the Services (collectively, the "**Equipment**"). Mediacom may modify, replace or remove any Equipment at any time during the Service Term. All Equipment will

remain the sole property of, and all title thereto will remain with, Mediacom.

(b) Customer agrees to provide adequate secured space in the Service Location for the Equipment and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty. Customer will insure that (i) non-Mediacom-supplied wiring, equipment and other items in the Service Location are adequate, compatible and safe for use with the Equipment, and (ii) the Equipment is not moved or tampered with by any person not authorized by Mediacom to do so. If any of the Equipment is destroyed, stolen or damaged in any way, Customer will pay Mediacom an amount equal to the value of the required repairs, if damaged, or the value of the applicable Equipment, if destroyed or stolen.

(c) Customer will provide Mediacom all necessary or desirable access at all reasonable times to the Service Location, and will provide reasonable access to the Service Location to allow Mediacom to remove the Equipment within sixty (60) days after termination of the Agreement.

(d) Customer will obtain all rights-of-entry, rights-of-way, easements, licenses, approvals, consents, authorizations, and permits necessary (i) to permit Mediacom access to the Service Location, (ii) to allow the provision of the Services and/or (iii) to allow installation of the Equipment and establishment of the Demarcation Point, in each case pursuant to reasonably satisfactory and acceptable arrangements with the Customer, or the agency, authority, entity or other person having control or jurisdiction over or owning, the applicable property (collectively, "**Permits**"), when such Permits (x) relate to property owned, leased or controlled by Customer or (y) are reasonably requested by Mediacom to be obtained by Customer ("**Requested Permits**"). With respect to Requested Permits, Customer acknowledges that (i) the applicable Mediacom request may come as a result of Customer's superior, or more appropriate, relationship with the entity potentially granting the Requested Permit and (ii) such requests are reasonable. Upon request by Mediacom, Customer will provide copies of all such Permits to Mediacom as soon as reasonably practicable. If the costs of construction, installation of Equipment or, when applicable, repair to or restoration of any property disturbed or damaged by such construction or installation are in excess of those customary and reasonable for similar work because of peculiar or unexpected site conditions or requirements of Customer or any controlling agency, authority or other person, Customer will reimburse Mediacom for such excess costs.

(e) Mediacom's representatives shall have the right to inspect the Service Location prior to the installation of the Equipment. From the date of execution of the Agreement until Mediacom retrieves all Equipment pursuant to Section 4(c), Customer shall provide Mediacom, upon request, with sufficient data to assist Mediacom in evaluating conditions at the Service Location (including the presence of hazardous materials). Customer is responsible for removing and disposing of hazardous materials, including asbestos, prior to the installation of the Equipment.

5. Customer Cooperation. Customer shall cooperate, and cause its agents, representatives, contractors, suppliers, landlords and licensors to cooperate, expeditiously and in good faith with Mediacom to enable the Services to be provided, the Equipment be installed and the Demarcation Point be established without delay.

6. Termination. (a) Either party may terminate the Agreement upon thirty (30) days written notice to the other party if such other party materially breaches or violates any term or provision of the Agreement.

(b) In addition to its termination rights under any other provision of the Agreement, Mediacom may immediately terminate the Agreement without any liability if:

(i) all or any significant portion of the Mediacom Network is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain,

(ii) Mediacom determines in good faith that Customer's use of the Services is interfering unreasonably with the operation of the Mediacom Network,

- (iii) Mediacom determines in good faith that the condition of the Service Location or the Termination Location has become unsecure, hazardous or otherwise unsuitable for storage of the Equipment or provision of the Services;
- (iv) Mediacom sells, disposes of, or otherwise transfers, in one or a series of transactions, substantially all the assets used to provide the Services to Customer, or
- (v) Mediacom determines that the capacity or connectivity on the Mediacom Network provided for in the Agreement is, or is likely to become, needed for another purpose or detrimental to the provision of services provided to other Mediacom customers by any Mediacom system or network.

(c) At any time when Mediacom is entitled to terminate the Agreement under Section 6(b), then Mediacom may, at its sole discretion and without prior notice, suspend the provision of any and/or all Services without liability on the part of Mediacom or any requirement to allow any credit for an **Unscheduled Interruption** and without prejudice to Mediacom's discretion to subsequently exercise the applicable termination right.

(d) Mediacom will use commercially reasonable efforts to provide Customer with notice of any such termination or suspension within a reasonable amount of time, provided however that the timing of such notice will not affect the timing of such termination.

7. Effects of Termination. (a) Upon the termination of the Agreement, all rights and obligations of each party under the Agreement (including Mediacom's obligation to provide any Services) shall immediately cease, except that:

(i) any rights or remedies arising out of a breach or violation of any terms of the Agreement, whether known or unknown, shall survive any expiration or termination of the Agreement for the applicable statute of limitations period or, if shorter, the period specified herein, subject to any applicable limitation or exclusion or rights or remedies or liability contained in the Agreement;

(ii) the provisions of the Agreement which state that they survive or which, by their nature, reasonably would be expected to be intended to survive expiration or termination (including any provisions relating to payment of Fees, disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely; and

(iii) Consistent, where applicable, with paragraph(s) (b) and (c) below, Mediacom may immediately invoice Customer for all accrued and/or unaccrued Fees, and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

(b) **Pre-Start Date Early Termination Liability.** In the event that Customer terminates a Service at any time after the Effective Date and prior to the Start Date, Customer shall pay Mediacom on demand the cost of any documented third party-imposed termination liability incurred as a result of such termination, as well as any documented construction expenses or installation charges incurred by Mediacom prior to such termination.

(c) **Post-Start Date Early Termination Liability.** Except as otherwise set forth on a Service Annex, in the event that Customer terminates a Service on or after the Start Date but before the end of the applicable Service Term, Customer shall pay to Mediacom on demand, as liquidated damages and not as a penalty, an early termination charge equal to the sum of (i) the full amount of all undisputed past due charges and interest thereon, if any, and (ii) the product of 75% of the combined Monthly Recurring Charges for the Services multiplied by the number of months remaining in the Service Term.

8. Service Interruptions. (a) Mediacom will use commercially reasonable efforts in keeping with industry standards to ensure that the Services are available to Customer twenty-four (24) hours a day, seven (7) days a week. Customer acknowledges and agrees, however, that availability of the Services may be interrupted from time to time, including during periods of routine maintenance of the Mediacom Network or the Equipment (each such interruption, a "**Scheduled Interruption**"), and that no Scheduled Interruption, regardless of cause or reason, shall constitute a breach of the Agreement or a failure by Mediacom to perform its obligations under the Agreement or result in any right or remedy on the part of Customer other than the right to receive credits as provided in this Section 8. Mediacom will use commercially reasonable efforts to provide

Customer with advance notice of any known or anticipated Scheduled Interruption.

(b) In the event of a complete loss of the Services which (i) is not a Scheduled Interruption, (ii) lasts more than four (4) consecutive hours, (iii) is not caused by Customer or any third party not under the control of Mediacom, (iv) does not occur as result of equipment or connections that Mediacom does not provide, (v) is not the result of a fiber cut or a Force Majeure Event (as defined below) and (v) is reported to Mediacom within twenty four (24) hours after the commencement of such interruption (each such interruption, an "**Unscheduled Interruption**"), Customer will be entitled, for each Unscheduled Interruption, to request a billing credit, to be applied to the next monthly invoice issued to Customer, equal to the applicable pro-rata portion of the Monthly Service Fee affected by the Unscheduled Interruption, as calculated by Mediacom, against the following month's Monthly Service Fees (each credit, a "**Service Credit**"). No Service Credit or other credit will be provided for any scheduled interruption. Service Credits shall be customer's sole and exclusive right and remedy for Mediacom's failure to provide the Services.

(c) Service credits for Unscheduled Interruptions shall be calculated as follows: the Monthly Service Fee divided by 30 days (average days in one month) equals the average daily rate, which is then divided by 24 hours in one day to arrive at the Average Service Hour Rate.

(d) Mediacom shall monitor the Services twenty-four (24) hours a day, seven (7) days a week. Mediacom shall provide Customer with a toll-free telephone number the Customer may call to report Unscheduled Interruptions. If necessary, in Mediacom's sole opinion, Mediacom will conduct an on-site investigation of the Equipment, Service Location, Termination Location or any Service Interruption and will use commercially reasonable efforts to remedy any disruption in the Services.

9. Conditions to Mediacom's Obligations. Any obligation of Mediacom under the Agreement, including any obligation to provide any Service, is subject to:

(i) the due and punctual performance and satisfaction by Customer of each of its covenants, agreements, obligations, commitments and responsibilities; and

(ii) the receipt and continuation in effect throughout the Service Term of all Permits.

In the event any Permit is not granted or is not continued during the Term, the parties shall negotiate promptly and in good faith such revisions to the Agreement as may reasonably be required to obtain such Permit, but if they are unable to agree within sixty (60) days after such negotiations begin, either party may terminate the Agreement by written notice to the other. In the event of any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action that makes the performance of the Agreement illegal, requires any additional Permit or otherwise materially affects either party's performance or significantly increases its costs of performance, either party may, by providing written notice to the other party, require that the affected provisions of the Agreement be renegotiated in good faith, but if the parties are unable to agree within sixty (60) days after such negotiations begin, the affected party may terminate the Agreement by written notice to the other party.

10. Disclaimer of Warranties. The Services are provided at the Customer's sole risk on an "as is" and "as available" basis, with no guarantee concerning performance or any other aspect of the Services. Mediacom has not made, and in rendering Services, neither Mediacom nor any of its affiliates or subcontractors shall be deemed to make, any representation or warranty of any nature whatsoever, whether express, implied, statutory or other, and Mediacom expressly disclaims all such representations or warranties, including any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, that the Services will operate in an uninterrupted fashion, that any communication, data or file sent by or sought to be accessed by Customer or any user will be transmitted or received successfully, at any particular speed, within any period of time, without interruption or in uncorrupted form, or resulting from course of dealing or course of performance. Specifically, Mediacom makes no representation that the Services will be compatible with any of Customer's networks, systems, facilities or equipment. No oral or written specification, advice, service description, quality characterization or other information or statement given or made outside of the Agreement by Mediacom or any of its affiliates, employees, agents, subcontractors, licensors or suppliers shall create a representation

or warranty or expand or otherwise affect the express warranties, if any, set forth herein.

11. Bandwidth. Mediacom will use commercially reasonable efforts, and reasonably expects, to provide the Services at the bandwidth noted in the Agreement. Customer acknowledges that upon connection to the internet, actual performance speed is dependent upon a number of factors, some of which are out of the control of Mediacom. Mediacom is not responsible for the effect of such factors on actual performance speed.

12. Limitations on Liability. (a) Customer acknowledges and agrees that all obligations and liabilities of Mediacom pursuant to or arising out of the Agreement, including the Services, are solely obligations of Mediacom as a limited liability company.

(b) Customer covenants and agrees that Mediacom, each of Mediacom's affiliates, contractors, subcontractor, licensors and suppliers, each partner, stockholder, member director, officer, employee, agent or representative of any of the foregoing and each successor and assignee of the any of the foregoing (the "**Mediacom Parties**") shall not have any liability (whether direct or indirect, in contract or tort or otherwise) to Customer or any other person for any damages, losses, liabilities, fines, penalties, settlement payments, indemnification and contribution payments, costs and expenses, including attorneys' fees and disbursements and costs and expenses of investigation, defense and settlement of any claim or appeal of decisions or judgments rendered therein or with respect thereto ("**Losses**") arising out of or in connection with the Agreement, except for such liability for such Losses directly caused by Mediacom's gross negligence or willful misconduct, which liability will be subject to the limitations set forth herein.

(c) Customer agrees that none of the Mediacom Parties shall be liable to Customer, or any other person for any indirect, incidental, consequential, reliance, special, exemplary or punitive damages or for any other damages (however denominated) for or based on or measured by harm to business, lost revenues, lost savings, loss of or on any investment, lost profits, loss of opportunity, loss of use, loss of data, loss of goodwill, costs of replacement goods or services, property damage, losses or liabilities that are a consequence of destruction or alteration of data, introduction of viruses, hacking, cracking or breaches of security, claims of users or other indirect or consequential loss, harm or damages arising out of or in connection with the Agreement.

(d) The aggregate liability of all Mediacom Parties with respect to the subject matter of the Agreement shall not exceed an amount equal to twice the Monthly Service Fee.

(e) Customer agrees that regardless of any statute or other law to the contrary, Customer must file any claim or cause of action arising out of or related to the Agreement or the Services (except with respect to billing disputes which are subject to the shorter time limitation set forth elsewhere in the Agreement) within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred. Except as otherwise stated in the Agreement, any claim of any nature against Mediacom shall be deemed conclusively to have been waived unless presented in writing to Mediacom within thirty (30) days after the date of the occurrence that gave rise to the claim.

(f) Each of the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement shall independently apply regardless of (i) the form of action (including any action in contract or based on warranty, negligence, tort, strict liability or statute), (ii) any claim or finding that any breach of or default under the Agreement was total or fundamental, (iii) the type of damages, (iv) any claim or finding with respect to the adequacy, failure, purpose or sufficiency of any remedy provided for under the Agreement and (v) whether a person was informed or aware of, or otherwise could have anticipated the possibility of, such damages or liability.

(g) Customer understands and irrevocably accepts the limitations on liability contained in this section, and Customer acknowledges and agrees that but for such provisions, Mediacom would not offer or provide the Services or would require Customer to pay additional Fees.

(h) Each of the foregoing limitations contained in this Section 12 will apply regardless of form of action, any claim that breach of this Agreement or Mediacom's obligations was total or fundamental, the type of damages or any finding with respect to the adequacy, sufficiency or nature of the remedies contained herein, (ii) will apply to the maximum extent permitted

by law and (iii) will survive the unenforceability of any other provision contained herein purporting to exclude or limit damages or liability.

13. Indemnification. Customer agrees to indemnify, defend and hold harmless Mediacom from and against all Losses incurred by or awarded against Mediacom arising out of or in connection with (i) any breach by Customer of the terms of the Agreement or Customer's obligations, covenants, representations or warranties contained therein, (ii) the operation or conduct of Customer's business or (iii) Customer's use of the Services, in each case except as such Losses were caused by the gross negligence or willful misconduct of Mediacom. Customer's indemnification obligations will survive the expiration or termination of the Agreement.

14. Jurisdictional Nature of Services. (Only applicable to Transparent LAN Services) Mediacom and Customer agree and acknowledge that the Services are jurisdictionally intrastate in nature. Accordingly, Customer represents and warrants that less than ten percent (10%) of any communications traffic delivered over the Services will at all times throughout the Service Term be interstate traffic.

15. Customer Use. Customer agrees not to resell or redistribute access to any of the Services or Equipment, or any part thereof, in any manner without the express prior written consent of Mediacom. Except with respect to actions taken for the limited purpose of accessing and using the Services, Customer agrees not to interfere with the use or operation of the Equipment or the Mediacom Network in any way.

16. Waivers. (a) To the fullest extent permitted by applicable law, Customer waives the application of all existing and future laws or provisions of any state constitution that otherwise would limit the enforceability or efficacy of (i) the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement or (ii) Customer's indemnification obligations. If any of the disclaimers, exclusions or limitations or exclusions contained herein may not be enforced under applicable law of provisions of any state constitution, even though the express provisions hereof provide for it and the parties intend for it to be enforced, then in such jurisdiction the liability of the Mediacom Parties collectively and individually for any and all causes of action and claims shall be limited, on an aggregate and cumulative basis, to the smallest amount permitted by applicable law.

(b) The parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious, or statutory claim, counterclaim, or cross-claim against the other arising out of or connected in any way to the Agreement, because the parties hereto, both of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

(c) If Customer is a government or governmental subdivision, agency or authority or is otherwise entitled to sovereign immunity, Customer hereby waives to fullest extent permitted by applicable law, any immunity that it may have against claims, actions, suits or proceedings that directly or indirectly arises out of or relates to the Agreement, whether based on contract, tort or any other theory. Customer acknowledges that such waiver has constituted a material inducement for Mediacom to enter into the Agreement.

17. Business Acceptable Use Policy (Only applicable to Dedicated Internet Services). At any time and at Mediacom's sole discretion, Mediacom may modify, delete or replace the BAUP, in part or in whole, and/or institute other policies and procedures relevant to the Service. Notice of such modifications, deletions or replacements, and such other policies and procedures, will be posted on Mediacom's website <http://www.mediacomtoday.com/baup> or, at Mediacom's discretion, via e-mail, postal mail or other permitted means of notification.

18. Force Majeure. Mediacom will not be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause, event or circumstance which is beyond our reasonable control, including without limitation acts of God, government restrictions or actions, war, terrorism, epidemics, insurrection, sabotage, adverse weather conditions or adverse labor conditions or actions. If any such event causes an increase in the time necessary for Mediacom's performance under the Agreement, Mediacom shall be entitled to an equitable extension of time for such performance equal to at least one (1) day for each day of delay resulting from such event.

19. Independent Contractors; No Agency or Intellectual Property Licenses. The parties are independent contractors. Neither the Agreement nor any course of dealing creates or shall create any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party has or shall have the right, power or authority to act for or on behalf of or assume, create or incur any liability or any obligation of any kind, expressed or implied, binding upon the other party. Customer acknowledges that the Agreement is nonexclusive and that Mediacom may contract with others to provide services work of the same or similar type as provided to Customer under the Agreement. No license under patents or other intellectual property rights is granted by either party or shall be implied or arise by estoppel in connection with the subject matter of the Agreement.

20. Assignability. Customer may not assign or delegate the Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom, which will not be unreasonably withheld. Mediacom may freely assign the Agreement and may contract with subcontractors for the performance of any maintenance, repair or other services contemplated by the Agreement, including unaffiliated contractors. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns.

21. Severability. If any provision of the Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute therefore a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if such court shall not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected with respect to any other jurisdiction.

22. Governing Law. The Agreement shall be governed by the laws of the State in which the Service Location is located, without regard to or application of conflicts of law rules or principles.

23. Entire Agreement. The Agreement is the entire agreement between the parties pertaining to its subject matter, and all written or oral agreements, representations, warranties or covenants, if any, previously existing between the parties with respect to such subject matter are canceled. No course of dealing or practice shall be used to interpret, supplement or alter in any manner the express written terms of the Agreement.

24. No Third-Party Beneficiaries. No other person is a third-party beneficiary of the Agreement. Customer shall not be a third-party beneficiary of any contract, agreement or arrangement between Mediacom and any other party.

25. Amendments and Waivers; Counterparts. Any amendments of the Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right, or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. The Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. In addition to any other lawful means of execution or delivery, the Agreement may be executed by facsimile signatures and delivered by the exchange of signature pages by means of telecopier transmission.

26. Remedies Are Cumulative. Unless otherwise expressly stated in the Agreement, all remedies available under or with respect to the Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The exercise of any suspension or termination right granted a party in the Agreement shall not result in a breach of the Agreement by such party, and neither such exercise nor any consequence thereof (even if the exercising party was notified or otherwise aware that such consequence would or might result) shall give rise to any claim by or liability to the other party, whether in contract, tort or otherwise. The prevailing party in any litigation between the parties arising out of the Agreement shall be entitled to recover its legal expenses, including court costs and attorneys' fees.

27. Binding Agreement. Each party represents and warrants to the other that (i) such party has the authority to execute, deliver and carry out the terms of the Agreement, and (ii) the Agreement has been duly authorized,

executed and delivered by, and constitutes a legal, valid and binding agreement of, such party.

28. Notices. Any notice required or permitted to be given under the Agreement shall be deemed to be given delivered in writing personally to Customer or Mediacom, sent by overnight courier, or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given at such party's notice address set forth below such party's signature to the Agreement or any other address designated by such party upon at least ten (10) days' prior written notice to the other party.

29. Confidential and Proprietary Information. All information, in whatever form obtained by Customer from Mediacom and the terms of the Agreement shall be held in confidence by Customer and shall not be used by Customer for any purpose other than the performance of the Agreement. Customer's confidentiality obligations will survive for a period of five (5) years after termination.

30. Mediacom's Discretion. If any provision of the Agreement states that Mediacom "may" take or refrain from taking any action or that any action requires the consent, approval or agreement of Mediacom or otherwise gives Mediacom any right, option, election or discretion that is not expressly limited, then the decision as to whether, when and how to take or refrain from taking such action, give or withhold such consent or approval or exercise or refrain from exercising such right, option, election or discretion shall be within the sole and absolute discretion of Mediacom.

31. [INTENTIONALLY LEFT BLANK]

Service Annex**Dedicated Internet Access and Transparent LAN Service**

This Service Annex contains the Service Level Agreement Schedule, Service Description and Pricing, Location, and Contact information.

1. SERVICE LEVEL AGREEMENT SCHEDULE, ETHERNET AND TDM SERVICE.

1.1 Applicability. This Service Level Agreement Schedule (“Schedule”) applies only to the Services and incorporates the terms of DEDICATED INTERNET ACCESS (DIA) and TRANSPARENT LAN SERVICE AGREEMENT under which Mediacom provides Services to Customer and which incorporates this Service Annex (the “Agreement”). All Service Levels in this Schedule are applicable only to the portion of the Customer provided services that are delivered on Mediacom’s network. Also, due to factors beyond Mediacom’s control, Mediacom cannot warrant Internet services once they leave Mediacom’s network. All capitalized terms used herein and not otherwise defined shall have their meaning given to such term in the Agreement.

1.2 Service Level Agreement. Subject to: (i) Customer’s performance of its obligations under the Agreement and (ii) any Force Majeure Event, Mediacom shall provide Service in accordance with the following service levels:

- (a) Network Availability. Network Availability is a measurement of the average percent of total time that Ethernet and TDM Service is operative when averaged over a thirty (30) day month (720 hour) period. Ethernet and TDM Service is inoperative when the virtual circuit (“VC”) or port connection (“Port”) status becomes “inactive” and unable to pass traffic due to a fault within Mediacom’s network. Network Availability for Service will be 99.9% for all services on the network.
- (b) Mean Time to Restore (“MTTR”). MTTR shall be the average time required to restore Service and resume availability in a one-month (720 hour) period. The time is measured from the moment of an Unscheduled Interruption until (i) restoration of the first fiber on which our services rely on a cable cut or (ii) equipment is repaired and Ethernet and TDM Service is available. Mediacom will make every effort to repair network equipment within two (2) hours. For cable cuts, Mediacom shall make every effort to restore the first fiber within four (4) hours.
- (c) Latency. Latency is measured as the one-way trip time; averaged over a one-month (720 hour) period, required for a data packet (100 bytes) to travel between the two end locations of the loop. Latency for Mediacom’s network shall be a maximum of fifty (50) milliseconds.
- (d) Packet Loss. Packet loss for the Service will not exceed .1% of the total packets transferred during any thirty (30) day month (720 hour) period.

1.3 Service Level Objectives. Although Service Credits are provided as set forth below, Mediacom’s objective is to provide Service that meets the following objective. Other than as set forth in Section 4 hereof, Mediacom shall have no liability for its failure to achieve this objective.

- (a) Maintenance Guidelines . Mediacom shall take maintenance actions when one of the following conditions is identified on the Mediacom-provided Service: (i) Percent error free seconds (“EFS”) specifications are deficient for three (3) consecutive twenty four (24) hour periods or are deficient by a factor of two (two times the % error seconds) in a single twenty four (24) hour period; (ii) unavailability for any reason: cause to be determined and corrective action taken; or (iii) should an out-of-tolerance condition persist in spite of such maintenance action, Mediacom shall escalate the condition to a management and/or engineering solution.
- (b) Monitoring; Notification. Mediacom shall monitor the Services twenty-four (24) hours a day, seven (7) days a week. Mediacom shall provide Customer with a toll-free telephone number the Customer may call to report problems and Unscheduled Interruptions. If necessary, Mediacom will conduct an on-site investigation of the equipment or any Service Location, Termination Location or Service Interruption and will use commercially reasonable efforts to remedy any disruption in the Services. Mediacom shall provide Customer with an escalation list.

1.4 Service Interruptions; Service Credit.

- (a) Scheduled Interruptions. Mediacom will use commercially reasonable efforts in keeping with industry standards to ensure that the Services are available to Customer twenty-four (24) hours a day, seven (7) days a week. Customer acknowledges and agrees, however, that availability of the Services may be interrupted from time to time, including during periods of routine maintenance of the Mediacom Network or the Equipment (each such interruption, a “Scheduled Interruption”), and that no Scheduled Interruption, regardless of cause or reason, shall constitute a breach of the Agreement or a failure by Mediacom to perform its obligations under the Agreement or result in any right or remedy on the part of Customer other than the right to receive credits as provided in this Section 4. Mediacom will use commercially reasonable efforts to provide Customer with at least 48 hours advance notice of any known or anticipated Scheduled Interruption. It may be necessary for Mediacom to perform emergency mandated maintenance. In such event, Mediacom shall be permitted to perform emergency maintenance with a shorter Customer notification interval than Scheduled Interruptions.
- (b) Unscheduled Interruptions; Service Credits. In the event of a complete loss of the Services which (i) is not a Scheduled Interruption, (ii) lasts more than four (4) consecutive hours, (iii) is not caused by Customer or any third party not under the control of Mediacom, (iv) does not occur as result of equipment or connections that Mediacom does not provide, (v) is not the result of a fiber cut or Force Majeure Event and (vi) is reported to Mediacom within twenty four (24) hours after the commencement of such interruption (each such interruption, an “Unscheduled Interruption”), Customer will be entitled, for each Unscheduled Interruption, to request a billing credit, to be applied to the next monthly invoice issued to Customer, equal to the applicable pro-rata portion of the Monthly Service Fee affected by the Unscheduled Interruption, as calculated by Mediacom in the Agreement, against the following month’s Monthly Service Fees (each credit, a “Service Credit”). No Service Credit or other credit will be provided for any Scheduled Interruption. Service Credits shall be customer’s sole and exclusive right and remedy for Mediacom’s failure to provide the Services.
- (c) Maximum Service Credits. In no event will any Service Credit issued to Customer for a single calendar month exceed Customer’s Monthly Service Fees for Services for Service at the affected Service Location.
- (d) Chronic Interruptions. If Customer experiences a Chronic Interruption (as defined below), Mediacom will immediately institute a corrective plan. If the Customer continues to experience Unscheduled Interruptions within 60 days after the plan has been implemented, then the Customer may terminate the Service, which termination right is the sole right and remedy of Customer, and all other affected persons. A “Chronic Interruption” occurs if there are two separate Unscheduled

Interruptions beyond Mediacom’s reasonable control within a consecutive 30 day period or an Unscheduled Interruption that lasts longer than 72 consecutive hours.

2. SERVICE DESCRIPTION AND PRICING:

Initial Service Term:	36 months					
Product Description	Quantity or TLS Bandwidth(Mbps)	Price Per Unit*	Total Monthly Rate	Non-Recurring Charge**	Location A	Location Z
Static IP (Qty 253)	1	\$0.00	\$0.00	\$0.00	,	,
5 Gbps Dedicated Internet	1	\$2,250.00	\$2,250.00	\$0.00	,	,
Totals:			\$2,250.00	\$0.00		

*Rates do not include applicable taxes, regulatory fees, surcharges and the like

**Non-Recurring/Service Activation charges do not include outside plant requirements

**Non-Recurring charges do not include construction costs

The Installation Fee is payable upon Customer’s execution of this Agreement. Monthly Service Fees (including any pro-rated amounts thereof), as may be adjusted pursuant to the General Terms, are payable upon receipt of, and pursuant to the terms of, the applicable invoice. Billing of Monthly Service Fee invoices will commence when Mediacom determines that it has established connectivity between the Mediacom Network and the Demarcation Point (the “Turn-Up Date**”).

3. PRIMARY SERVICE LOCATION:

Location Name and address
Waterloo Comm School District 1624 Black Hawk St Waterloo, IA 50702

4. CONTACTS AND BILLING INFORMATION:

Site Contact	Matthew OBrien	obrienm@waterloo.k12.ia.us	3194331875
Technical Contact	Matt Harken	harkenm@waterlooschools.org	319-433-1858
Primary Contact	Matthew OBrien	obrienm@waterloo.k12.ia.us	3194331875

Billing Company Name:	Waterloo Comm School District
Billing Attention to:	
Billing Address:	1516 Washington Waterloo, IA 50702
Billing Contact:	

Name(s) of Authorized Account Representatives for Customer: Greg Jochims gjochims@mediacomcc.com (319) 651-5859

BOARD OF EDUCATION MEETING
January 24, 2022

ISSUE: Network Equipment Purchase

CONTACT: Matt O'Brien, Director of Technology

ATTACHMENTS: Network Equipment Bid Summary
 Wireless Equipment Bid Summary
 Voicemail Replacement Bid Summary
 Goldfield Telecom Quotation
 Aercor Wireless Quotation
 Tri-City Communications Proposal

BACKGROUND:

A robust wired and wireless network is critical in ensuring classroom and offices have access to network and internet resources, which can be a valuable tool in learning and in productivity. The district has hundreds of network switches and wireless access points in its buildings to serve this purpose. As technology and needs evolve, a lifecycle replacement plan is necessary for this critical equipment.

The district sought bids in December for network switches and wireless access points. This equipment will be used at the expansion of the Waterloo Career Center as well as other district schools. Bids were evaluated using a bid evaluation matrix which considered the initial purchase cost, total cost of ownership, vendor experience, equipment familiarity, and equipment specifications. Summaries of the bids and the bid evaluation matrix used are included as attachments.

The district will apply for approximately \$323,766.37 in e-rate funding to assist with the purchase of network equipment and access points, which is the maximum amount of funding we may be eligible for in conjunction with these projects. Due to the e-rate funding process, this purchase will be part of the FY2023 budget. If the board approves of this purchase, a document will be signed with the winning vendors indicating the district intends to purchase this equipment in FY23.

Additionally, the purchase of a MiCollab voicemail system is proposed. The district's current voicemail system is almost 13 years old and will soon be incurring substantial maintenance costs. The district sought quotes from vendors for a replacement system which integrates with the district's existing Mitel VOIP phone system. A summary of the proposals received is included as an attachment. Upon approval, this purchase would be made this fiscal year. The voicemail replacement project is not eligible for e-rate funding.

THE SUPERINTENDENT'S RECOMMENDATION IS:

"the Board of Education approve the purchase of network equipment from Goldfield Telecom LC at a total cost of \$259,487.47, wireless access points from Aercor Wireless at a total cost of \$121,414.15, and voicemail system and services from Tri-City Communications at a total cost of \$53,955.12."

Network Equipment Bid Summary

Bid Comparison

Equipment specified in RFP: Ruckus or equivalent and APC or equivalent

Unit prices bid are noted in the table below.

The total bid displayed takes into account quantities to display the grand total.

	Qty	Computerware*	Goldfield	List Price**
Equipment bid		None/Eaton	Ruckus/APC	
Ruckus ICX7150-48ZP-E8X10GR	58		\$3,161.40	\$7,950.00
Ruckus ICX7850-48F w/ prem. feature lic. & 1 yr watchdog support	3		\$13,982.10	\$32,560.00
APC SMX3000LV with APC SMX120BP	4	\$2,300.00	\$2,603.89	\$3,420.00
APC SMX1500RM2U with APC SMX48RMBP2U	9	\$1,410.00	\$1,841.79	\$2,182.00
APC SMX1500RM2U	6	\$945.00	\$1,198.05	\$1,330.00
Shipping		\$0.00	\$0.00	\$0.00
Total Bid		NA	\$259,487.47	\$600,078.00

*Computerware submitted an incomplete bid. The RFP indicated only complete bids would be considered.

**Because only one qualifying bid was received, list prices (obtained from another vendor) are included for reference.

Bid Evaluation

	Goldfield
Initial cost (45)	45
Total cost of ownership (20)	20
Experience w/ vendor (5)	5
Equipment familiarity (10)	10
Equipment specs (20)	20
Total (100)	100

Wireless Equipment Bid Summary

Bid Comparison

Equipment specified in RFP: Aruba or equivalent

Unit prices bid are noted in the table below.

The total bid displayed takes into account quantities to display the grand total.

	Qty	Aercor	Goldfield*
Equipment bid		Aruba	Ruckus
AP-515 (qty 115) Unit Price	259	\$417.45	\$512.81
AP-555 (qty 12) Unit Price	14	\$722.70	\$794.09
AP-MNT-B Campus AP 5XX ceiling grid mount	190	\$11.40	\$27.84
AP-MNT-MP10-X adapter mount for W2/W3 mounts (10-pack)	6	\$117.80	\$27.84
AP-MNT-E Campus Ap mount 5XX wall-box	20	\$15.20	\$27.84
Shipping		\$0.00	
Total Bid		\$121,414.15	\$149,948.49

*Goldfield's bid total was different than the total displayed here due to their bid containing incorrect quantities.

Bid Evaluation

	Aercor	Goldfield
Initial cost (45)	45	24
Total cost of ownership (20)	20	11
Experience w/ vendor (5)	5	5
Equipment familiarity (10)	10	0
Equipment specs (20)	20	15
Total (100)	100	55

VoiceMail Replacement Bid Summary

Bid Comparison

Unit prices bid are noted in the table below.

The total bid displayed takes into account quantities to display the grand total.

Item	Qty	Marco	Tri-City
MiCollab Virtual Appliance	1	\$597.00	\$573.12
Mitel Basic to Entry License Upgrade	1400	\$33.00	\$31.68
MiCollab System Software Assurance	1	\$60.00	\$57.60
MicCollab License Software Assurance	1400	\$2.10	\$2.02
Installation and Programming		\$5,901.42	\$6,150.00
Total Bid		\$55,698.42	\$53,955.12

Bid Evaluation

	Marco	Tri-City
Initial cost (45)	24	45
Total cost of ownership (20)	11	20
Experience w/ vendor (5)	5	5
Equipment familiarity (10)	10	10
Equipment specs (20)	20	20
Total (100)	70	100



Goldfield Telecom LC

Phone: (515) 825-3400
 Fax: (515) 825-3915
 611 North Main Street, PO Box 237
 Goldfield, IA 50542

Quote

No.: **78638**
 Date: 01/10/2022

Prepared for:
 Matt O'Brien
 Waterloo Community School District
 1516 Washington Street
 Waterloo, IA 50702 U.S.A.

Prepared by: Paul Liebbe
 Account No.: 14598
 Phone: 319.433.1800

Qty.	Item ID	Description	UOM	Sell	Total
58	ICX7150-48ZP-E8X10GR-VS P35	ICX 7150-48ZP Switch Z-Series, 16x 100/1000/2.5G PoH ports, 32x 10/100/1000 PoE+ ports, 8x 10G SFP+. <i>L3 features (OSPF, VRRP, PIM, PBR). 2 RPS20-E Power Supplies, 2 Fan trays. TAA</i>	EA	\$3,161.40	\$183,361.20
3	ICX7850-48F-E2-VSP19	ICX 7850 48-port SFP28 1/10/25GE, 8x-port QSFP28 supports native 40GE or 100GE or breakout 4x10GE or 4x25GE, bundle includes two AC PS and five fans,	EA	\$11,043.74	\$33,131.22
3	ICX7850-PREM-LIC-VSP25	ICX7850 Premium feature license	EA	\$2,127.02	\$6,381.06
3	ICX7850-SVL-RMT-1	WatchDog REMOTE SUPPORT, ICX 7850, 1 Year.	EA	\$811.34	\$2,434.02
4	SMX3000LV	3000VA Smart UPS	EA	\$1,832.69	\$7,330.76
4	SMX120BP	Battery Pack External 120V	EA	\$771.20	\$3,084.80
15	SMX1500RM2U	APC Smart-UPS X 1500 Rack/Tower LCD	EA	\$1,198.05	\$17,970.75
9	SMX48RMBP2U	APC Smart-UPS X 48V External Battery Pack Rack/Tower - battery enclosure -	EA	\$643.74	\$5,793.66

Your Price: **\$259,487.47**

Total: **\$259,487.47**

Prices are firm until 2/9/2022

Terms: Net 30

Quoted by: Jim B. Fuller, jfuller@goldtelecom.com

Date: 1/10/2022

Accepted by: _____

Date: _____

Disclaimer

A Credit processing fee of 3.5% of total sale will be applied to all credit card purchases.
 Quotes reflect product pricing only. Additional charges of freight and taxes (if applicable) will be applied when invoiced.
 For warranty issues see www.goldtelecom.com or e-mail custsrv@goldtelecom.com.
 For returns call (515) 825-3400 and ask for Customer Service.



Quotation/Offer
DRH2205661 - Waterloo CSD

Date: 1/3/22

Expiration Date 7/31/22

Prepared For: Waterloo CSD 1624 Black Hawk Street Waterloo, IA 50702 Matt O'Brien (319) 433-1875 obrienm@waterlooschools.org	Project Name: Aruba WAP's and Mounts Form 470# 220007526 Project Description:	From: Aercor Inc. 14033 Commerce Ave NE #300-361 Prior Lake, MN 55372 www.aercor.com SPIN Number: 143034134
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	Hardware	\$121,414.15
	Total:	\$121,414.15
<p>Derrick R. Hoffmann Regional VP of Sales - Central US Phone: 651-289-4211 Email: drhoffmann@aercor.com</p> <p>Proposal Comments: SPIN Number: 143034134 Invoicing options of BEAR or SPI will be provided</p> <p><i>** Please reference the quote number on your purchase order. Thank you. **</i> <i>***Credit Card payments will be subject to a convenience fee where applicable and must be paid at time of order***</i></p>		



Customer Name: Waterloo CSD
Quote/Offer ID: DRH2205661 - Waterloo CSD
Date: 1/3/22

Line	Product Number	Description	Qty	Customer Unit Sale Price	Customer Extended Sale Price
Hardware					
1	Q9H63A	ARUBA AP-515 (US) UNIFIED AP	259	\$417.45	\$108,119.55
2	JZ357A	Aruba AP-555 (US) Unified AP	14	\$722.70	\$10,117.80
3	R3J16A	AP-MNT-B AP mount bracket individual B	190	\$11.40	\$2,166.00
4	R3T20A	AP-MNT-MP10-X AP mount adapter 10-pack	6	\$117.80	\$706.80
5	R3J19A	AP-MNT-E AP mount bracket individual E	20	\$15.20	\$304.00
			Hardware Total:		\$121,414.15
				Customer Total:	\$121,414.15

Note: The information in this Proposal is considered PROPRIETARY and CONFIDENTIAL to Aercor.
 By review of this information, you agree to maintain its confidentiality and use it for internal business purposes only.
 Any variation in quantity, description or delivery may result in price changes.
 Prices are valid for 30 days from date of this Proposal unless otherwise stated.
 Delivery dates can, and do, change frequently and at very short notice. The estimated delivery date on this Proposal is only valid from the date of acceptance via signature. Once we receive this signed Proposal, we will confirm a new estimated delivery date. Shipping and taxes are added at the time of invoice. Shipping charges are subject to additional handling fees for specifying carriers and/or expedited shipments.
 This Proposal is subject to (a) the Terms and Conditions attached hereto and (b) credit and finance approval.
 Opened boxes are not eligible for return.

Proposal Comments:

SPIN Number: 143034134
 Invoicing options of BEAR or SPI will be provided

Exhibit A
PRODUCT PURCHASE AGREEMENT
TERMS AND CONDITIONS

1. Product

Aercor Inc (Aercor) will provide to the other party hereunder (“Client”), the product or products specified in the sales proposal (the “Document”) to which these Terms and Conditions are attached and made a part of (individually and collectively, the “Product”), by sale, license or sublicense, as provided under and upon the terms and conditions of this Agreement. These Terms and Conditions, along with the Document and all appendices thereto, are collectively the “Agreement”.

2. Invoicing and Payment

The purchase price for the Product will be due and payable as indicated in the attached Document. Payment terms are net 30 days. If Client’s account is past due and Aercor has notified Client verbally or in writing of the past due balance, it may, without advance notice, immediately cease any and all Product sales hereunder, or revoke any and all Product licenses hereunder, without any liability for breach of this Agreement. If Client’s account, after default, is referred to an attorney or collection agency for collection, Client will pay all of Aercor’s expenses incurred in such collection efforts including, without limitation, court costs and reasonable attorney’s fees.

3. Taxes

The customer agrees that they are responsible for payment of any sales or use tax arising from its purchase of product under this agreement.

4. Limitations on Warranty

Aercor MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT. Aercor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Client should refer to the Product license, documentation and other information provided by the manufacturer of the Product for warranty and any other information regarding any Product.

5. Limitation of Liability

Client's exclusive remedy, and Aercor's sole liability to client, for any cause whatsoever will be limited to any purchase price or license fees, as applicable paid to Aercor by client under this agreement. The foregoing limitation will apply regardless of the form of action, whether contract or tort, including without limitation, negligence. In no event will Aercor be liable for any loss of profit, revenue, data, use, or other commercial injury, or any special, incidental, indirect or consequential damages, suffered by client or any third party, whether or not Aercor has been advised of the possibility of such loss, injury, damages or third party claim, under any cause of action arising out of or relating to this agreement.

6. Enforceability

If any provision, or any part of any provision, of this Agreement will be held void, voidable, invalid, or inoperative, no other provision of this Agreement will be affected as a result thereof and accordingly, the remaining provisions of this Agreement will remain in full force and effect as though such void, voidable, invalid or inoperative provision or part thereof had not been contained herein.

7. Relationship

This Agreement does not create an agency, employment, partnership joint venture, trust or other fiduciary relationship between the parties. Neither party shall have the right to bind the other to any third person or otherwise to act in a way as a representative or agent of the other.

8. Entire Agreement

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. To the extent that any of the terms and conditions of the Document or any appendices thereof conflict with these Terms and Conditions, these Terms and Conditions will control. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties. Unless otherwise defined in the Document, all defined terms will have the definitions set forth in these Terms and Conditions.

Aercor Authorized Signatory

By: _____
Name: _____
Title: _____
Date: _____

Customer Authorized Signatory

By: _____
Name: _____
Title: _____
Date: _____
PO#: _____

Date: January 18, 2022
Customer Name: Waterloo Community Schools
Customer Address: 1516 Washington Street
City, State Zip: Waterloo, IA 50702
Contact Name: Brian Hintz
Contact Number: 319-433-1884
Contact Email: hintzb@waterlooschools.org
Mitel Sourcewell Contract ID: #022719-MBS

Tri-City Communications
 LaVance Banks
 Account Executive
 Lbanks@tricityelectric.com

6225 N. Brady Street
 Davenport, IA 52806
 telephone.563.322.7181
 direct.563.441.8314
 fax.563.322.1643
www.tricityelectric.com



Tri-City Electric Co.
 Since 1895
CONFIDENCE DELIVERED.®

Confidence Delivered Recommended Proposal

SCOPE OF WORK: This quote is to transition to the MiCollab Virtual Appliance for voicemail and to replace your out of warranty ESNA solution. All work can be completed virtually requiring vendor full access to network and credentials.

QTY	Product	Description	Price	Total
Mitel Enterprise Software				
1	NPUM Record A Call	#54001627	\$ -	\$ -
1	MiCClient License - Peering Adv Server	#54005380	\$ -	\$ -
1	MiCClient License - Federation Adv Server	#54005381	\$ -	\$ -
1	MiCollab Virtual Appliance	#54005442	\$ 573.12	\$ 573.12
1400	UCCv4 Basic to Entry for Enterprise	#54006553	\$ 31.68	\$ 44,352.00
Mitel Software Assurance				
1	MiCollab System	Std 1yr - #54009186	\$ 57.60	\$ 57.60
1400	UCC bsc-Ent MiVoice Business	Std 1yr - #54009211	\$ 2.02	\$ 2,822.40
Installation				
1	Installation and Programming		\$ -	\$ 6,150.00
Training				
1	Training (On-site)(hours)		INCLUDED	INCLUDED

Sub-Total Charges:	\$ 53,955.12
Taxes - IA (7%):	Tax Exempt
Total Charges:	\$ 53,955.12

Thank you for allowing TCE to provide you with this Confidence Delivered Proposal and the opportunity to earn your business!

(Signature required on next page) Initial: _____

Terms and Conditions on next page.

Date: January 18, 2022
Customer Name: Waterloo Community Schools
Customer Address: 1516 Washington Street
City, State Zip: Waterloo, IA 50702
Contact Name: Brian Hintz
Contact Number: 319-433-1884
Contact Email: hintzb@waterlooschools.org
Mitel Sourcewell Contract ID: #022719-MBS

Tri-City Communications



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Lbanks@tricityelectric.com

6225 N. Brady Street
Davenport, IA 52806
telephone.563.322.7181
direct.563.441.8314
fax.563.322.1643
www.tricityelectric.com

Terms and Conditions

Pricing is confidential.

Pricing valid for 30 days.

Standard Installation Interval 20 to 30 business days from date order is submitted.

Any work not covered in this proposal will be billed on a time rate of \$120 per hour and material basis.

Invoice - Tri-City Electric: All one-time charges will be issued from Tri-City Electric, Co. 100% Due at completion of project.

Payment - Due within 30 days of completion of the scope.

Notes: Bid is subject to the terms of a mutually acceptable contract. Bid is based on the daily market rate for goods and commodities reflected by the submitted date of this proposal. Tri-City Electric reserves the right to increase said bid accordingly to reflect the market rates on the day of receipt of the Purchase Order. Changes will be shown in documentation through commercial quotes, invoices, and /or receipts for such goods and commodities if applicable. Work is to be performed during a standard 8-hour workday between 7:00 AM and 3:30 PM, Monday through Friday. Payments are due every 30 days as the work progresses. A 1.5% service charge will be applied to all outstanding account balances over 30 days past due.

Please note: As the global COVID-19 situation continues; material lead time, material pricing, and manpower scheduling is subject to change in the event of adverse situations caused by pandemic effects. We appreciate your business and will work closely with you to minimize any possible impacts to your project.

Force Majeure: If the Subcontractor is delayed at any time in the commencement or progress of the Work by diseases, epidemics, pandemics, including but not limited to labor or material shortages, unusual delay in deliveries, restrictions on access or travel, unavoidable casualties or other causes beyond the Subcontractor's control, then the contract times shall be extended.

Non Solicitation of Employees: By acceptance of this proposal, customer agrees not to directly or indirectly recruit, solicit, hire or induce any employee of Tri City Electric Company or any affiliate thereof, to terminate his or her employment with Tri City Electric Company. This restriction does not apply to solicitation of any employee of Tri City Electric Company or any affiliate thereof, who Tri City Electric Company has terminated due to job elimination or reduction in work force. Contractor agrees that it must obtain written consent of Tri City Electric Company prior to hiring any

Tri-City Electric Co.

LaVance M. Banks

Authorized Signature

LaVance Banks

Name

Account Executive

Title

January 18, 2022

Date

Waterloo Community Schools

Authorized Signature

Name

Title

Date

BOARD OF EDUCATION MEETING
January 24, 2022

ISSUE: Negotiations with Durham for One-Year Extension of Contract

CONTACT: Kingsley Botchway II, Chief Officer of Human Resources/Equity
Marty Metcalf, Director of Operations
Michael Coughlin, Chief Financial Officer

ATTACHMENTS: None

BACKGROUND:

Chapter 285.5 of the Code of Iowa allows school districts to contract with private parties to provide student transportation services. The Waterloo Community School District has utilized a private contractor since July 1, 1996, and is approaching the end of a multi-year agreement. A three (3) year contract is the maximum allowed by Chapter 285.5 of the Code of Iowa.

On June 10, 2019, the Board of Education approved a recommendation from the Facility Committee for a three-year extension to the Durham School services ending on July 31, 2022. The Facility Committee is requesting approval from the Board of Education to begin negotiations with Durham for a one-year extension of the 2019-2022 contract for the 2022-2023 school year.

THE SUPERINTENDENT’S RECOMMENDATION IS:

“the Board of Education to approve the Facility Committee’s request to begin negotiations with Durham for a one-year extension of 2019-2022 contact.”

BOARD OF EDUCATION MEETING
January 24, 2022

ISSUE: SBRC Request for Funding Related to 2021-22 SWVPP Increased Enrollment

CONTACT: Michael Coughlin, Chief Financial Officer

ATTACHMENTS: None

BACKGROUND:

Last legislative session, the Iowa general assembly granted authority for the SBRC to award funding to districts that experience an increase in Statewide Voluntary Preschool Program (SWVPP) enrollment in the 2021-2022 school year resulting from the decrease in the 2020-2021 school year, during which many parents kept their children home due to the COVID-19 pandemic.

Funding available for each eligible district, determined based on the statutory language of HF868, Division IV, is provided below. Requests will be heard by the SBRC in a class action format, meaning no districts will be required to appear. To request funds, eligible districts should, by February 15, 2022, send to SBRC the following:

Cover letter making the request to the SBRC, including the purpose of the request, dollar amount of the request, the intended use of these funds related to the pandemic, and the date action was taken by the board to approve the request. Board minutes reflecting action taken in a public board meeting approving the request.

Account Coding: Use Project/Source Code 4055 Education Stabilization Fund (Elementary and Secondary School Emergency Relief Fund II) (ESSER II Fund) (CFDA 84.425D) and Program Code 460 SWVPP. The Iowa Department of Education (Department) will then allocate the requested and approved amounts to each district to offset the increased SWVPP costs for the 2021-2022 school year.

SWVPP Enrollment Funding for 2021-22

Fall 2020 Enrollment $423 \times 50\% = 211.5 \times \$7,227 = \$1,528,511$

Fall 2021 Enrollment $463 \times 50\% = 231.5 \times \$7,227 = \$1,673,051$

SWVPP Adjustment $40 \times 50\% = 20.0 \times \$7,227 = \$ 144,540$

THE SUPERINTENDENT’S RECOMMENDATION IS:

“the Board of Education approves as part of the district's response to the impact of the COVID-19 pandemic, the district’s administration is authorized to submit a request to the School Budget Review Committee for funding related to FY22 SWVPP increased enrollment in the amount of \$144,540.”

BOARD OF EDUCATION MEETING
January 24, 2022

ISSUE: Board Policy Changes – First Reading

CONTACT: Akwi Nji, Director of School and Community Relations

ATTACHMENTS: Proposed Policies

BACKGROUND:

The following policies have been reviewed by the District Leadership Team and the Policy Review Committee and are being presented for First Reading.

Number	Title
109.0	Complaints by Citizens
211.0	Public Participation in Meetings of the Board of Education
402.7	Participation in Community Life
403.51	Resolution of Employee Complaints
900.7	Volunteer Services

FOR INFORMATION ONLY

COMPLAINTS BY CITIZENS

The Board recognizes that concerns regarding the operation of the school district will arise. The Board further believes that constructive criticism can assist in improving the quality of the education program and in meeting individual student needs more effectively. The Board also places trust in its employees and desires to support their actions in a manner which frees them from unnecessary or unwarranted criticism and complaints.

The board firmly believes concerns should be resolved with those individuals closest to the concern. Whenever a complaint or concern is brought to the attention of the board it will be referred to the administration to be resolved.

PUBLIC COMPLAINTS ABOUT EMPLOYEES

Prior to Board action, the following should be completed:

- (a) Matters concerning an individual student, teacher, or other employee should first be addressed to the teacher or employee.
- (b) Unsettled matters from (a) above or problems and questions about individual attendance centers should be addressed to the employee's building principal or supervisor.
- (c) Unsettled matters concerning school district employees should be directed to the Chief Officer of Human Resources and Equity.
- (d) If a matter cannot be settled satisfactorily by the Chief Officer of Human Resources & Equity, it may then be brought to the Superintendent.

After these steps have been exhausted, a concern may be brought to the Board. To bring a concern regarding an employee, the individual may notify the Board president in writing, who may bring it to the attention of the entire Board. The item may be placed on the Board agenda of a special Board meeting, which may be held in closed session.

Parents, guardians and community members of the district who have concerns about the district or the Board may refer to the student handbook for additional guidance from the Iowa Department of Education.

It is within the discretion of the Board to address complaints from the members of the school district community, and the Board will only consider whether to address complaints if they are in writing, signed, and the complainant has complied with this policy. The Board is not obligated to address a complaint and may defer to the decision of the superintendent. If the Board elects not to address a complaint, the decision of the superintendent shall be final. If the Board does elect to address a complaint, its decision shall be final.

Procedures for dealing with complaints concerning programs or practices will be governed as set forth by regulation 109.0-R.

Legal Ref.: Iowa Code § 279.8

Cross Ref.: 103.1 Anti-Bullying/Harassment Policy for Students and Adults
109.0-R Complaints by Citizens Regulation

PROPOSED

109.0

- 109.0-E1 Complaint Form
- 211.0 Public Participation in Meetings of the Board of Education
- 402.4 Equal Employment Opportunity/Affirmative Action Policy
- 403.51 Resolution of Employee Complaints
- 503.3 Student Grievance Policy

ADOPTED: 3/10/03
9/2/05
7/21/14

Reviewed: 2/6/03, 9/2/05, 10/1/09, 3/6/14, 5/15/14, 2/4/16, 11/4/21

PUBLIC PARTICIPATION IN MEETINGS OF THE BOARD OF EDUCATION

The Board of Education recognizes the importance of public participation in the school district. Accordingly, opportunities for citizen input shall be made available to school district patrons in conjunction with regular meetings of the Board.

Public Comment During Board Meetings

Citizens wishing to address the Board during public comment are asked to notify the Board Secretary prior to the Board meeting. The Board President will recognize these individuals to make their comments at the appropriate time during public comment. Citizens wishing to present petitions to the Board may also do so at this time. The Board however, will only receive the petitions and not act upon them or their contents.

The Board has the discretion to limit the amount of time set aside for public participation. Normally, speakers will be limited to three minutes. However, the Board President may modify this time limit, if deemed appropriate or necessary. Public comment is a time set aside for community input, but the Board will not discuss or take any action on any matter during public comment.

Public comment shall be limited to regular Board meetings and will not be routinely held during special Board meetings.

~~Citizens wishing to present petitions to the Board may do so at this time. The Board, however, will only receive the petitions and not act upon them or their contents. The Board has the discretion to limit the amount of time set aside for public participation. At no time will the board allow public criticism of the job performance of specific District employees during the public comments portion of the board meeting.~~

The Board also recognizes that public participation at a meeting of the Board is a privilege, not a right. Therefore, the Board may, by a majority vote of its members, determine if public participation will not be a part of a Board meeting agenda or be offered to citizens in an open forum held in conjunction with the meeting.

Notice of the date, time and location of board meetings shall be given at least 24 hours in advance of the meeting in accordance with policy 210.2 (Meeting Notice). A copy of the Board Meeting table of contents will be available for review on the District website, or the full agenda will be available by contacting the Board Secretary.

Although Board retreats and work sessions will be open meetings in accordance with the Iowa Code, generally, an invitation for public comment will not be extended to citizens in attendance. Also, an invitation for public comment normally will not be extended at special meetings of the Board.

No person shall be excluded from attending any open meeting of the Board of Education, except for a breach of the peace actually committed at a meeting or during closed sessions called by the Board under the provisions of the Iowa Open Meetings Law.

PROPOSED

211.0

Individuals who have a complaint about employees may bring their complaint to the Board only after they have followed board policy addressing citizens' complaints. Students who have a complaint may only bring their complaint to the Board after they have followed board policy addressing students' complaints.

Petitions to Place a Topic on the Agenda

Individuals who wish for an item to be placed on the Board agenda may submit a valid petition to the Board. For a petition to be valid, it must be signed by at least 500 eligible electors of the district, or ten percent of the individuals who voted in the last school election, whichever number is lower. For current minimum required signatures, contact the Board Secretary.

Upon receiving a valid petition to the Board to place a proposal on the next Board agenda for public hearing, the Board will place the proposal identified in the petition on the agenda of the next regular meeting, or a special meeting held within 30 days of receipt of the petition. The Board will provide a sign-up sheet for all individuals who wish to speak on the proposal, and individuals will be called to speak in order of sign-up. The sign-up sheet will require each individual to list their legal name and mailing address. Each speaker will be limited to an amount of time established by the Board President that is reasonable and necessary based on the number of speakers signed up. The same time limit will apply to all speakers on the proposal. Each individual will be limited to one opportunity to speak. The Board maintains absolute discretion on whether or not to discuss or act on the public comments made on the proposal. If a petition is related to curriculum, the district maintains discretion to determine whether to stop teaching that curriculum until the Board holds the public hearing to discuss the curriculum.

Legal Ref.: Iowa Code §§ 21; 22; 279.8, 279.8B

Cross Ref.: 101.0 The People and Their School District
109.0 Complaints by Citizens
210.0 Meetings of the Board of Education
210.5 Rules of Order
403.51 Resolution of Employee Complaints
503.3 Student Grievance Policy

ADOPTED: 9/19/83
2/12/90
4/26/93
12/9/02
10/26/09
1/27/14
4/9/18

Reviewed: 12/92, 2/99, 11/14/02, 12/2/04, 10/1/09, 12/5/13, 3/1/18, 11/4/21

PARTICIPATION IN COMMUNITY LIFE

It shall be the policy of the Board of Education to encourage personnel of the school district to participate in community activities. Such participation should include not only active membership in local organizations, but should encourage active roles in community issues and political parties outside of school duties.

It shall be the policy of the Board of Education to prohibit exertion of pressure on staff members to affiliate with organizations or to participate in activities deemed unacceptable to the individual staff member. Freedom of choice shall be the prerogative of the staff member, but it is assumed that participation in any activity will be in keeping with the overall goals and objectives of our educational program.

Legal Ref.: Iowa Code §§ 279.8 (2013).

Cross Ref.: 900.1 School and Community Relations

ADOPTED: 9/28/98

Reviewed: 1/3/02, 1/5/06, 5/6/10, 2/4/16

RESOLUTION OF EMPLOYEE COMPLAINTS

Complaints of employees against fellow employees should be discussed directly between employees. If necessary, complaints shall be brought directly to the immediate supervisor, principal or superintendent and shall be made in a constructive and professional manner. Complaints shall never be made in the presence of other employees, students or outside persons.

~~This policy shall not apply to a complaint that has been or could be filed at the employee's discretion under the formal grievance procedure of the relevant master contract nor to a situation between an employee and his or her supervisor.~~

Legal Ref.: Iowa Code §§ 20.7, .9; 279.8 (2013).

Master Agreement Ref.: Waterloo Education Association, Article I
Waterloo Association of Educational Office
Personnel, Article I
AFL-CIO, Local 2749, Article I

Cross Ref.: 103.1 Anti-Bullying/Harassment Policy for Students and Adults
402.4 Equal Employment Opportunity/Affirmative Action Policy
403.51 Resolution Of Employee Complaints
503.3 Student Grievance Policy

ADOPTED: 11/14/83
6/11/90
1/13/92
2/28/94
1/10/00
8/28/00
10/13/03

Reviewed: 1/94, 12/1/99, 8/4/00, 9/4/03, 9/4/08, 12/2/10, 2/4/16

VOLUNTEER SERVICES

It is the District's policy to encourage the use of volunteers, to provide a fair, safe, supportive and non-discriminatory environment for all volunteers and to not discriminate against volunteers or prospective volunteers on the basis of age, race, creed, color, sex, marital status, national origin, religion, sexual orientation, or disability.

A volunteer is a non-paid person functioning under the sponsorship of the Board and at the direction of the responsible administrator at school sites or other educational facilities within the district. Volunteers also include students 16 years of age and above, college practicum students, student teachers, interns, parents, community members or anyone who volunteers to drive students to a school activity.

Parents or legal guardians who visit their child's classroom, eat lunch at school with their child, or do not assist in instruction or independent supervision of other students are not considered volunteers under this policy.

Adults and students required to complete court-ordered "community service hours" may not volunteer in our schools.

Volunteer coaches must complete a volunteer coaching form (<http://www.waterloo.k12.ia.us/humanresources/index.php?pageid=829>), ~~available through Human Resources~~, possess a current coaching license, and submit to a background check. A copy of the volunteer coaching form and coaching license will be kept on file in Human Resources and at the volunteer's respective building assignment.

Prospective volunteers must complete a volunteer application (Form 900.7-E1). Except in the case of enrolled students in the District, all applicants will be checked against the Iowa Sex Offender Registry (www.iowasexoffender.com) ~~and Iowa Courts Online~~ on an annual basis. Prospective volunteers whose conviction involved a sex offense against a minor will automatically be denied volunteer status. Parents, legal guardians, or other volunteers who volunteer to drive students to a school activity are required to complete the District Activity Driver Certification Form (see Form 900.7-E2). Volunteer forms will be filed with the Volunteer's building of assignment.

Requests to serve as school volunteers may be made directly to the school principal, the classroom teacher, other school staff, or district administrators. The building's designated volunteer coordinator is responsible for administering and directing his/her school volunteer policies, adhering to district volunteer policies.

~~Mentors participating in the district's school-based mentoring program must follow established procedures for the School-Based Mentor Program (see Policy 902.1).~~

The Director of School and Community Relations shall be responsible for the direction of the district volunteer program and its compliance with all laws pertaining to volunteers that shall include the recruitment and retention of volunteers and the evaluation of the volunteer program.

Volunteers are expected to act in good faith in carrying out their assigned duties and responsibilities. Volunteers shall not be held personally liable for any actions taken in the performance of those duties and responsibilities vested in them by the laws of the State of Iowa and district policy.

The district shall defend, save harmless and indemnify volunteers against tort claims or demands, whether groundless or otherwise, arising out of an alleged act or omissions occurring within the scope of their duties, unless that act or omission constitutes a willful or wanton act or omission. However, the district shall not save harmless or indemnify volunteers for punitive damages.

The manner in which a defense is provided is the decision of the Board and will be made in consultation with the Board's attorneys. If it is determined by the Board's attorney that a conflict of interest exists in the representation by that attorney of both the district and the volunteer, the Board will select another attorney to provide the volunteer's defense. The Board's duty to defend a volunteer may cease if the volunteer declines the Board's defense and retains private counsel, takes the plaintiff's position, or, without the Board's permission, negotiates his/her settlement.

Legal Ref.: Iowa Code §§ 279.8; 670

ADOPTED: 9/18/78
4/26/10
11/8/10
11/14/16

Reviewed: 4/91, 7/23/99, 6/9/00, 4/8/04, 6/4/09, 4/1/10, 10/7/10, 10/1/15, 10/6/16



January 24, 2022	Board of Education Meeting	5:00pm
January 28, 2022	East vs. West Basketball @ West High School	
	Varsity Girls	6:00pm
	Varsity Boys	7:30pm
February 14, 2022	Board of Education Meeting	5:00pm
February 22, 24	Conferences	
February 28, 2022	Board of Education Meeting	
March 14-18	Spring Break Week	