



# ***Red Oak Community School District***

***2011 North 8<sup>th</sup> Street***

***Red Oak, Iowa 51566***

***712.623.6600***

***www.redoakschooldistrict.com***

## **Regular Board of Directors Meeting**

Meeting Location: Sue Wagaman Board Room  
Red Oak CSD Administrative Center  
The Technology Building – Red Oak High School Campus

Monday, February 22, 2016 – 6:00 pm

### **- Agenda -**

1.0 Call to Order – Board of Directors President Paul Griffen

2.0 Roll Call – Board of Directors Secretary Shirley Maxwell

3.0 Approval of the Agenda – President Paul Griffen

4.0 Communications

4.1 Good News from Red Oak Schools

4.2 Visitors and Presentations

4.3 Affirmations and Commendations

4.4 Correspondence

5.0 Consent Agenda *Page 1*

5.1 Review and Approval of Minutes from February 8, 2016

5.2 Review and Approval of Monthly Business Reports

5.3 Open Enrollment Requests Consideration

- Gavin Moyers - K from East Mills CSD for 2016-2017

5.4 Request from Washington Intermediate Principal Barb Sims for Approval of an Overnight Trip to Springbrook State Park – Guthrie Center

6.0 General Business for the Board of Directors

6.1 Old Business

2.22.16 Agenda - Page 2

6.1.1 Review / Approval of Custodial Job Descriptions *Page 1*

6.1.2 Review / Approval of Contracted Services for ROCSD IT Network Management *Page 1*

6.1.3 Discussion / Review of Outsource Models - Custodial Services for FY 17 *Page 1-2*

6.1.4 Facilities Update with Architect

6.2 New Business

6.2.1 FY 17 School Budget Draft Review: Concept Discussions – Authorization to Publish Budget, Set Public Hearing Date and Probable Action to Adopt a Program Budget Resolution – School Business Manager Shirley Maxwell *Page 2*

6.2.2 Discussion / Approval of E-rate/Mediacom Contract – Jeanice Lester and Bob Deter *Page 2-3*

6.2.3 Personnel Considerations *Page 3*

- 1.) Resignation/Retirement from Custodian Bob Blay
- 2.) Resignation from HS/MS Instructor Josh Sussman
- 3.) Resignation from Sueann French as HS Assistant Boys Track Coach
- 4.) Recommendation to hire Sueann French as HS Head Boys Track Coach
- 5.) Recommendation to hire Brandon Jansen as HS Assistant Boys Track Coach
- 6.) Recommendation to hire Nicole Rengstorf as HS Assistant Girls Track Coach
- 7.) Recommendation to hire Katie Stafford as MS Girls Track Coach

7.0 Reports

7.1 Administrative

- 2016-2017 Budget Update
- March Board Meetings

7.2 Conferences, Workshops, Seminars

7.3 Other Announcements

8.0 Next Board of Directors Meeting: Monday, March 14, 2016 – 6:00 pm  
Sue Wagaman Board Room  
Red Oak CSD Administrative Center

9.0 Adjournment

**Board Agenda Notes – 2.22.16**  
**Red Oak Community School District**

**Item 5.0 Consent Agenda**

**Background:** Enclosed are the items for approval in the consent agenda

- Minutes from February 8, 2016 p. 1-3
- Monthly Business Report p. 4-26
- Open Enrollment Request from Gavin Moyers – Kindergarten from East Mills CSD for 2016-2017 School Year at table
- Request from Barb Sims for Approval of an overnight trip to Springbrook State Park (Guthrie Center, IA)

**Recommendation:** Approve the consent agenda as presented.

**Item 6.0 General Business for the Board of Directors**

**6.1.1 Review / Approval of Custodial Job Descriptions p. 27-34**

**Background:** The job descriptions for the regular custodian and the lead custodian are in the packet. Each has the bulleted list of responsibilities. The lead custodian has five additional responsibilities not found on the regular custodian's description. Bullets 1, 2, 3, 4, and 6 are only found on the Lead Custodian Job Description. The other major difference between the two positions is the area of who they report to. The regular custodian reports to the lead custodian and the lead custodian reports to the director of maintenance / transportation / operations. According to the Contract for the Support Staff, a lead custodian receives a pay increase of \$1.25 per hour.

**Recommendation:** Approve the job descriptions as presented.

**6.1.2 Review / Approval of Contracted Services for ROCSD IT Network Management p. 35-53**

**Background:** The departure of our former network administrator has created a void in the Technology Department. It has been determined that we should hire a business to manage our network environment. Proposals for managed services from four providers and a basic comparison are enclosed. There are advantages and disadvantages for each. We will be prepared to answer any questions and make a recommendation.

**Recommendation:**

**6.1.3 Discussion / Review of Outsource Models – Custodial Services for FY 17**

**Background:** In January the board gave Mr. Messinger and Mrs. Maxwell permission to put together information to compare the costs of using an outsource model for our food service department. One year ago, it was also looked at to outsource custodial services and was decided to revisit it again a year later. I am again asking the board if revisiting this is still something we wish to pursue. We are under no obligation to outsource based on this exploration, it is just looking at benefits and drawbacks. I have met with

**Agenda Notes**

**Page 2**

the custodial staff and informed them I would be asking the board to look into the model.

**Recommendation:** I recommend you approve for Shirley Maxwell and Tom Messinger to begin the process of collecting proposals to outsource custodial service FY 17.

**6.1.4 Facilities Update with Architect**

**Background:** Daric O’Neal will be at the board meeting to provide an update on the lighting and boiler projects.

**Recommendation:** No actions at this time

**6.2.1 FY 17 School Budget Draft Review: Concept Discussions – Authorization to Publish Budget, Set Public Hearing Date and Probable Action to Adopt a Program Budget Resolution – School Business Manager Shirley Maxwell**

*p.54-55*

**Background:** There is an attached document from Shirley Maxwell that lays out the timeline for setting the budget. The timeline is not flexible and leaves us with few options with our current board schedule. We also have Spring Break which adds a bit to the difficulties of getting things set. We will need to set our Public Hearing date and pass a program budget resolution. Shirley has provided the information in her summary.

**Recommendation:** See attached document

**6.2.2 Discussion / Approval of E-rate/Mediacom Contract – Jeanice Lester and Bob Deter**

*p. 56-80*

**Background:**

Category 1 for E-rate.

E-rate is our funding mechanism which enables the school district to afford the internet system we have. Currently, E-rate funds pay for 77% of the total costs for this service. With the next E-rate funding year, the district will be eligible for an 80% rate.

After filing the required 470 application we are now ready to secure our filing of the 471. Mediacom has met all of the requirements mandated by E-rate.

Currently, we have 200M coming into the district for internet. We are able to upgrade to 1G with the new application for E-rate. The connectivity between the buildings is already at 1G. With the past contract with Mediacom the out of pocket expenses for the district has been \$1330.00 per month for these services. With the new contract which would start July 1, 2016 and is a 5 year contract with Mediacom our out of pocket



## Agenda Notes

### Page 3

expenses would be \$1830.00 per month. The price tag without E-rate dollars would be \$9150.00 per month. The other part of our Mediacom proposal is the PRI lines. These lines service us for our fax machines, long distance calling and local calling. E-rate is phasing away from covering these charges. This current year we could only claim 60%; next year it will be 40%; the following year will be 20% and then it goes completely away. E-rate has eliminated several items that we used to be able to claim to focus on internet and category 2 items which is internal connections, etc.

Enclosed are the copies of the new agreement with Mediacom.

**Recommendation:** Approve the E-rate / Mediacom Contract for internet

#### 6.2.3 Personnel Considerations: p. 81-87

1. Approve the resignation / retirement of Bob Blay effective on 5.27.16 from his custodial position.
2. Approve the resignation from HS/MS Instructor Joshua Sussman. He has accepted a teaching position with another district
3. Approve the resignation from Sueann French as HS Assistant Boys Track Coach effectively immediately.
4. Approve the hire of Sueann French as HS Head Boys Track Coach for the 2015-2016 school year at a rate of %15 (\$4,541.25)
5. Approve the hire of Brandon Jansen as HS Assistant Boys Track Coach for the 2015-2016 school year at a rate of 9.75% (2,951.81)
6. Approve the hire of Nicole Rengstorf as HS Assistant Girls Track Coach for the 2015-2016 School year at a rate of 9.75% (2951.81)
7. Approve the hire of Katie Stafford as MS Assistant Girls Track coach for the 2015-2016 school year at a rate of 7.5% (2,270.63)

## Item 7.0 Reports

### 7.1 Reports

- 2016-2017 Budget Update – Shirley Maxwell
- March Board Meetings – Decide on meeting schedule for march to accommodate the budgeting timelines and spring break

### 7.2 Conferences, workshops, seminars

### 7.3 Other Announcements

Red Oak Community School District  
Meeting of the Board of Directors  
Meeting Location: Sue Wagaman Board Room, Red Oak CSD Administrative Center  
Red Oak Technology Center, Red Oak High School Campus  
February 8, 2016

This regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Paul Griffen at 6:00 p.m.

**Present:**

Directors: Mark Johnson, Bryce Johnson, Kathy Walker, Paul Griffen, Bret Blackman  
Tom Messinger, Superintendent, Shirley Maxwell, Board Secretary

**Approval of Agenda**

Motion by Director Walker, second by Director Bryce Johnson to approve the agenda as presented with order of agenda items at the discretion of the board president. Motion carried unanimously.

**Good News**

Supt. Messinger reported that seven groups participated in State Large Group Speech Contest in Waukee on Saturday with four groups receiving I ratings and three groups receiving II ratings. There were twelve wrestlers who participated in sectional wrestling February 5. Five tiger wrestlers will advance to Districts held Saturday, February 13.

**Visitors**

Dan Black, Stephanie Berglund and Tiegen Podliska reported to the board on their recent visit to the UNO campus. The purpose of the visit was to explore classroom space designed for greater technology use and to increase collaboration within the classroom. The group presented a power point presentation showing their observations.

**Consent Agenda**

Motion by Director Mark Johnson, second by Director Bryce Johnson to approve the consent agenda as presented. Motion carried unanimously.

- \* Minutes from January 25, 2016 board meeting
- \* Monthly business reports
- \* Open enrollment requests consideration for 2015-2016 school year – due to a move
  - o Kristian Meek – PK – Open Enrollment IN from the Griswold District
  - o Kamren Horton – 1st Grade – Open Enrollment IN from the Griswold District
  - o Haley Horton – 5th Grade – Open Enrollment In from the Griswold District

**Facilities Update with Architect – Community Meeting Planning for 2.17.16**

Daric O'Neal updated the board on the timeline of activities for the facilities planning meeting. It will be held on Feb. 17, 2016 at 6:00 p.m. in the white fair building at the Montgomery County Fairgrounds. Daric, Supt. Messinger and community member Roger Carlson will all be doing radio spots on KCSI radio informing the community of the upcoming meeting. Daric also discussed work that is underway concerning immediate needs of the high school boiler project and the field lighting project.

**Discussion / Approval of Job Descriptions - Food Service, Custodian, Transportation, Paraeducator Positions**

Motion by Director Mark Johnson, second by Director Walker to approve the job descriptions for food and nutrition, transportation and paraeducator positions with all including the Equal Opportunity/Affirmative Action Employer wording. Motion carried unanimously. The custodial job descriptions will be reviewed and presented at the next meeting for approval.

**Discussion / Approval of the Return to Work Program**

Motion by Director Walker, second by Director Blackman to approve the Return to Work Program policy including the additional information forms. Motion carried unanimously.

**Review / Approval of the Job Description for the IT Network Assistant Position and Post Job**

Motion by Director Bryce Johnson, second by Director Walker to approve the job description for the IT Network Assistant Position and post the job opening changing the title to Computer Hardware Technician. Motion carried unanimously.

**Review of Contracted Services for ROCSD IT Network Management**

Technology Director Bob Deter updated the board on information that he has received concerning businesses performing IT Network Management services. This topic will be on a future agenda.

**Personnel Considerations**

Motion by Director Walker, second by Director Blackman to accept the resignation from Washington Media Para Jan Burnison effective at the end of the 2015-2016 school year with gratitude and much appreciation for all that she has done for the district. Motion carried unanimously.

Motion by Director Walker, second by Director Bryce Johnson to approve the contract for Kelsey Mangold as Middle School Actors Workshop Sponsor for the 2015-2016 school year at the rate of 3.75% (\$1,094.06). Motion carried unanimously.

**Review / Approve the Budget Proposal and the Request for Modified State Supplemental**

Motion by Director Mark Johnson, second by Director Blackman to approve the budget proposal and the request for modified supplemental amount of \$317,299 for the 2016-2017 school year. Motion carried unanimously.

**2016-2017 Budget Update**

Business Manager Shirley Maxwell presented budget information to the Directors. Included was a document showing the trend of unspent balance for the district from fiscal year 2010 and projected through fiscal year 2019. Supt. Messinger and Business Manager Maxwell attended a budget workshop in Council Bluffs. A preliminary tax certification page was shown to the directors showing possible tax levies for the 2016-2017 budget. This item will continue to be on upcoming agendas as legislative work is completed in the area of setting the state supplemental aid.

**Conferences, workshops, seminars**

Better Boardsmanship - This item will be on the next agenda.

**Adjournment**

Motion by Director Walker, second by Director Bryce Johnson to adjourn the meeting at 8:29 p.m. Motion carried unanimously. The next regular meeting will be held on February 22, 2016, 6:00 p.m., in the Sue Wagaman Board Room, Administrative Center in the Technology Building.

A Community Meeting for Facilities will be held on Wednesday, February 17, 2016 at 6:00 pm, at the Montgomery County Fairgrounds in the new white fair building.

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Paul Griffen, President

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Shirley Maxwell, Board Secretary

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AHLERS & COONEY	705760	442.00
10 0010 2310 000 0000 320	PROFESSIONAL SERVICES JANUARY	442.00
Vendor Name AHLERS & COONEY		<u>442.00</u>
ART SELLERS - SELLERS PEST CONTROL	22750	130.00
10 0010 2600 000 0000 425	DISTRICT PEST CONTROL	130.00
Vendor Name ART SELLERS - SELLERS PEST CONTROL		<u>130.00</u>
BATTEN SANITATION SERVICE	01292016	3,872.50
10 0010 2600 000 0000 421	DISTRICT GARBAGE PICK UP	3,872.50
Vendor Name BATTEN SANITATION SERVICE		<u>3,872.50</u>
BELT AND SONS, R.K.	R72370	194.52
10 0020 2700 000 0000 430	REPAIR #20	194.52
BELT AND SONS, R.K.	R72497	41.92
10 0020 2700 000 0000 430	OIL CHANGE #18	41.92
BELT AND SONS, R.K.	R72522	40.02
10 0020 2700 000 0000 430	OIL CHANGE #4	40.02
Vendor Name BELT AND SONS, R.K.		<u>276.46</u>
BOEYE TECH & DESIGN	32	1,260.00
10 0010 2236 000 0000 350	TECH SERVICE HOURS	1,260.00
Vendor Name BOEYE TECH & DESIGN		<u>1,260.00</u>
BUILDING SYSTEMS SOLUTIONS INC	3111	9,490.00
10 0010 2600 000 0000 618	Washington JACE controller	9,490.00
Vendor Name BUILDING SYSTEMS SOLUTIONS INC		<u>9,490.00</u>
CAPITAL SANITARY SUPPLY CO.	0014093	117.68
10 0010 2600 000 0000 618	Peroxide disinfectant cleaner 2 bottles	117.68
CAPITAL SANITARY SUPPLY CO.	0014093A	465.20
10 0010 2600 000 0000 618	Peroxide disinfectant cleaner 2 bottles	117.68
10 0010 2600 000 0000 618	Acid bathroom cleaner 2 bottles per case	347.52
CAPITAL SANITARY SUPPLY CO.	0014266	1,376.22
10 0010 2600 000 0000 618	CLEANING SUPPLIES	1,376.22
CAPITAL SANITARY SUPPLY CO.	0014266A	108.83
10 0010 2600 000 0000 618	CLEANING SUPPLIES	108.83
CAPITAL SANITARY SUPPLY CO.	0014324	29.85
10 0010 2600 000 0000 618	MOP	29.85
CAPITAL SANITARY SUPPLY CO.	0014462	430.11
10 0010 2600 000 0000 618	CLEANING SUPPLIES	430.11
Vendor Name CAPITAL SANITARY SUPPLY CO.		<u>2,527.89</u>
CDW GOVERNMENT, INC.	BRK1299	152.58
10 0010 2235 000 0000 618	Tripp Lite HDMI to VGA Adapter Mfg. Part	152.58
CDW GOVERNMENT, INC.	BSK5794	164.08
10 0010 2235 000 0000 618	Maintenance Kit for HP LaserJet Printer	164.08
CDW GOVERNMENT, INC.	BWH0269	447.25

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 3230 1200 420 1119 739	PRINTER/INK	447.25
CDW GOVERNMENT, INC.	BWH5539	53.86
10 0010 2235 000 0000 618	AC ADAPT	53.86
CDW GOVERNMENT, INC.	BZS6501	83.00
10 0010 2235 000 0000 652	Adobe Flash 9-Month Subscription	83.00
Vendor Name CDW GOVERNMENT, INC.		<u>900.77</u>
CHEMSEARCH	2199163	278.00
10 0010 2600 000 0000 430	HS WATER TREATMENT PROGRAM	278.00
CHEMSEARCH	2200990	656.25
10 0010 2600 000 0000 430	IPS WATER TREATMENT PROGRAM	656.25
Vendor Name CHEMSEARCH		<u>934.25</u>
CITY OF RED OAK	01312016	1,244.44
10 0010 2600 000 0000 411	DISTRICT WATER/SEWER	1,244.44
Vendor Name CITY OF RED OAK		<u>1,244.44</u>
CONTROL MASTERS	3925983	1,991.81
10 0010 2600 000 0000 430	REPAIR WORK HEATING HS/MS/WASHINGTON	1,991.81
Vendor Name CONTROL MASTERS		<u>1,991.81</u>
COUNSEL OFFICE & DOCUMENTS	142596	192.67
10 3230 1000 100 0000 359	meter reading/office	192.67
COUNSEL OFFICE & DOCUMENTS	142597	45.00
10 2020 1000 100 0000 359	LEASE CONTRACT CT10405--COD-01 FOR THE MI	45.00
COUNSEL OFFICE & DOCUMENTS	142601	451.54
10 1901 1000 100 0000 359	CONTRACT COPIER MEDIA CENTER , ACCOUNT 1	451.54
COUNSEL OFFICE & DOCUMENTS	143184	34.00
10 0020 2700 000 0000 359	COPIER CHARGES	34.00
COUNSEL OFFICE & DOCUMENTS	143853	130.84
10 3230 1000 100 0000 359	meter reading-office/media center	130.84
COUNSEL OFFICE & DOCUMENTS	143854	5.78
10 3230 1000 100 0000 359	meter reading-office/media center	5.78
COUNSEL OFFICE & DOCUMENTS	143855	85.50
10 2020 1000 100 0000 359	LEASE CONTRACT 5362-COD-01 FOR THE MIDDLE	85.50
COUNSEL OFFICE & DOCUMENTS	143889	207.00
10 0010 2520 000 0000 618	COPIER CHARGES	207.00
COUNSEL OFFICE & DOCUMENTS	143890	85.50
10 1902 1000 100 0000 359	COPIER CHARGES	85.50
COUNSEL OFFICE & DOCUMENTS	143891	200.66
10 1902 1000 100 0000 359	COPIER CHARGES	200.66
COUNSEL OFFICE & DOCUMENTS	145084	557.97
10 3230 2410 000 0000 618	toner cartridges/staples for copy machin	557.97
COUNSEL OFFICE & DOCUMENTS	145958	34.00
10 0020 2700 000 0000 359	COPIER CHARGES	34.00
Vendor Name COUNSEL OFFICE & DOCUMENTS		<u>2,030.46</u>
DEGROOT, DANIEL	02012016	2,114.09

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0010 2213 132 3376 320	REIMBURSEMENT	2,114.09
DEGROOT, DANIEL	02052016	15.63
10 0010 1000 470 1118 580	TRAVEL REIMBURSEMENT	15.63
Vendor Name DEGROOT, DANIEL		<u>2,129.72</u>
DEMCO	5782880	93.13
10 1901 2222 000 0000 618	Item #WS13586770 Laminating pouches 1 bo	37.39
10 1901 2222 000 0000 618	SHIPPING	6.90
10 1901 2222 000 0000 618	Item #WR12850490 Clear gloss label prote	48.84
Vendor Name DEMCO		<u>93.13</u>
DES MOINES PUBLIC SCHOOLS	AR065934	2,913.50
10 0010 1200 211 3301 561	SP ED CHARGES	2,913.50
Vendor Name DES MOINES PUBLIC SCHOOLS		<u>2,913.50</u>
DHS CASHIER 1ST FLOOR	10103598	1,444.46
10 0010 4634 219 4634	JANUARY PROVIDER'S SHARE	1,444.46
Vendor Name DHS CASHIER 1ST FLOOR		<u>1,444.46</u>
DOLLAR GENERAL	1000487684	35.75
10 0010 2600 000 0000 618	Toilet Bowl Cleaner	35.75
DOLLAR GENERAL	1000490304	16.00
10 0010 2600 000 0000 618	Laundry Soap for Coaches at HS	16.00
Vendor Name DOLLAR GENERAL		<u>51.75</u>
DOVEL REFRIGERATION	4927	557.77
10 0010 2600 000 0000 739	Refrigerator	557.77
Vendor Name DOVEL REFRIGERATION		<u>557.77</u>
EAST MILLS COMMUNITY SCHOOLS	02082016	5,233.41
10 0010 1200 211 3301 567	SP ED CHARGES	5,233.41
EAST MILLS COMMUNITY SCHOOLS	02082016-1	11,140.50
10 0010 1000 100 0000 567	OPEN ENROLLMENT 2ND QTR	11,140.50
Vendor Name EAST MILLS COMMUNITY SCHOOLS		<u>16,373.91</u>
ECHO GROUP INC	S6638571.001	256.80
10 0010 2600 000 0000 618	T8 light bulbs	256.80
ECHO GROUP INC	S6650496.001	363.40
10 0010 2600 000 0000 618	2 Bulb Ballast	110.70
10 0010 2600 000 0000 618	3 Bulb Ballast	120.00
10 0010 2600 000 0000 618	3 Bulb Ballast	132.70
Vendor Name ECHO GROUP INC		<u>620.20</u>
EGAN SUPPLY COMPANY	241686	51.86
10 0010 2600 000 0000 618	Drain Hose	51.86
EGAN SUPPLY COMPANY	242551	44.16
10 0010 2600 000 0000 618	Spray Bottle	23.04
10 0010 2600 000 0000 618	Spray Trigger	21.12
Vendor Name EGAN SUPPLY COMPANY		<u>96.02</u>
ENGEL LAW OFFICE	01312016	787.50

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0010 2310 000 0000 320	PROFESSIONAL SERVICES JANUARY	787.50
Vendor Name	ENGEL LAW OFFICE	<u>787.50</u>
ESSEX COMMUNITY SCHOOL DIST.	02122016	8,558.79
10 0010 1000 100 0000 567	OPEN ENROLLMENT 2ND QTR	8,558.79
Vendor Name	ESSEX COMMUNITY SCHOOL DIST.	<u>8,558.79</u>
FAREWAY FOOD STORES	00136878	12.97
10 0010 1200 217 3303 612	WIPES	12.97
FAREWAY FOOD STORES	00137488	82.62
10 0010 2110 490 8027 618	SUPPLIES	82.62
FAREWAY FOOD STORES	00138599	15.93
10 2020 1300 340 0000 612	GAIN DISH LIQUID FOR MIDDLE SCHOOL FACS	10.95
10 2020 1300 340 0000 612	CRYSTAL SUGAR FOR MIDDLE SCHOOL FACS CLA	4.98
FAREWAY FOOD STORES	00183732	55.19
10 3230 1300 340 0000 612	groceries	55.19
FAREWAY FOOD STORES	00209927	60.47
10 3230 1300 340 0000 612	groceries	60.47
Vendor Name	FAREWAY FOOD STORES	<u>227.18</u>
FARMERS MERCANTILE	01312016	3,963.55
10 0020 2700 000 0000 626	GAS	240.31
10 0020 2700 000 0000 627	DIESEL	1,380.48
10 0020 2700 000 0000 671	OIL	47.41
10 0010 2700 217 3303 626	#27	82.21
10 0010 2700 217 3303 626	#19	303.60
10 0020 2700 000 0000 628	PROPANE	1,401.18
10 0020 2700 000 0000 628	PROPANE TAX	487.85
10 0010 2650 000 0000 626	GAS	20.51
Vendor Name	FARMERS MERCANTILE	<u>3,963.55</u>
FASTENAL COMPANY	IARED55900	98.46
10 0010 2600 000 0000 618	STEP LADDER	98.46
FASTENAL COMPANY	IARED55986	32.14
10 3230 1300 370 0000 612	Power Switch	12.63
10 3230 1300 370 0000 612	Power Cord	12.79
10 3230 1300 370 0000 612	Motor Brushes	6.72
Vendor Name	FASTENAL COMPANY	<u>130.60</u>
FELLERS, PATRICIA	02082016-1	675.00
10 0010 2213 132 3376 320	REIMBURSEMENT	675.00
Vendor Name	FELLERS, PATRICIA	<u>675.00</u>
FIRST BANKCARD	02032016	45.98
10 1902 1000 100 8002 618	TOOBALOO AUDITORY FEEDBACK PHONE, SET OF	45.98
FIRST BANKCARD	02052016	78.83
10 0010 2310 000 0000 611	OFFICE SUPPLIES	78.83
FIRST BANKCARD	02092016	60.00
10 0010 1000 470 1118 320	REG FEES	60.00
FIRST BANKCARD	02112016	63.95
10 0010 1000 420 1119 612	laptop backpack	63.95



Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
FIRST BANKCARD	02122016	59.00	
10 0010 2235 000 0000 618	Logitech X300 Mobile Wireless Stereo Spe		59.00
FIRST BANKCARD	02122016-1	76.50	
10 3230 2222 000 0000 618	My Office Innovations through AMAZON Off		76.50
Vendor Name FIRST BANKCARD			<u>384.26</u>
FOLLETT SCHOOL SOLUTIONS INC	794816F-3	127.89	
10 3230 2222 000 0000 643	49 Various Fiction Titles		127.89
FOLLETT SCHOOL SOLUTIONS INC	805585F-3	47.76	
10 3230 2222 000 0000 643	Graduation Day		30.68
10 3230 2222 000 0000 643	Independent Study		17.08
Vendor Name FOLLETT SCHOOL SOLUTIONS INC			<u>175.65</u>
FRANK RIEMAN MUSIC, INC.	2217129	28.80	
10 3230 1000 110 0000 612	Replacement timpani wheels		28.80
FRANK RIEMAN MUSIC, INC.	2273173	13.49	
10 2020 1000 110 0000 612	GUITAR METHOD BOOK 1 FOR THE MIDDLE SCHO		13.49
Vendor Name FRANK RIEMAN MUSIC, INC.			<u>42.29</u>
FREMONT MILLS COMMUNITY SCHOOL DISTRICT	0038	6,366.00	
10 0010 1000 100 0000 567	OPEN ENROLLMENT 1ST SEMESTER		6,366.00
Vendor Name FREMONT MILLS COMMUNITY SCHOOL DISTRICT			<u>6,366.00</u>
GRAND THEATER	197	110.00	
10 1902 1000 100 8002 618	READING PARTY		110.00
Vendor Name GRAND THEATER			<u>110.00</u>
HALL, HEATHER	01292016	12.76	
10 0010 2134 000 0000 580	TRAVEL REIMBURSEMENT		12.76
Vendor Name HALL, HEATHER			<u>12.76</u>
HIETBRINK, ADAM	02022016	27.35	
10 2020 1000 100 0000 612	REIMBURSEMENT		27.35
Vendor Name HIETBRINK, ADAM			<u>27.35</u>
HY VEE FOOD STORES	4335772765	24.82	
10 3230 1300 340 0000 612	groceries		24.82
HY VEE FOOD STORES	4336326446	60.81	
10 3230 1300 340 0000 612	groceries		60.81
HY VEE FOOD STORES	4344449331	34.47	
10 3230 1300 340 0000 612	groceries		34.47
HY VEE FOOD STORES	4345999481	28.21	
10 3230 1300 340 0000 612	groceries		28.21
HY VEE FOOD STORES	4347842414	48.71	
10 3230 1300 340 0000 612	groceries		48.71
HY VEE FOOD STORES	4348337196	28.12	
10 3230 1300 340 0000 612	groceries		28.12
HY VEE FOOD STORES	4348346687	3.98	
10 3230 1300 340 0000 612	groceries		3.98
HY VEE FOOD STORES	4348843634	35.33	
10 3230 1300 340 0000 612	groceries		35.33

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
HY VEE FOOD STORES	4358545958	42.13
10 0010 2310 000 0000 611	SUPPLIES	42.13
HY VEE FOOD STORES	4360404739	32.69
10 0010 2310 000 0000 611	SUPPLIES	32.69
HY VEE FOOD STORES	4690626	2.50
10 0010 2310 000 0000 611	TRAY	2.50
HY VEE FOOD STORES	46958332	40.00
10 3230 1920 100 8323 618	SUPPLIES	40.00
Vendor Name HY VEE FOOD STORES		<u>381.77</u>
IA SCHOOL FOR THE DEAF	01292016	1,244.34
10 0010 1200 217 3303 569	SP ED CHARGES	1,244.34
Vendor Name IA SCHOOL FOR THE DEAF		<u>1,244.34</u>
IAAE	02162016	165.00
10 0010 1000 420 1119 320	Conference Registration	165.00
Vendor Name IAAE		<u>165.00</u>
INDUSTRIAL SHELVING SYSTEMS	16-7694	102.90
10 0010 2600 000 0000 618	Locker handles	38.40
10 0010 2600 000 0000 618	Locker Handles	64.50
Vendor Name INDUSTRIAL SHELVING SYSTEMS		<u>102.90</u>
IOWA ASSOC. OF SCHOOL BOARDS	1391	6.00
10 0010 2310 000 0000 320	BACKGROUND CHECK	6.00
IOWA ASSOC. OF SCHOOL BOARDS	IASB0010874	2,195.00
10 0010 2310 000 0000 320	IASB ANNUAL CONVENTION	2,195.00
Vendor Name IOWA ASSOC. OF SCHOOL BOARDS		<u>2,201.00</u>
IOWA ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN	02182016	21.51
10 0010 1000 860 3117 320	PROFESSIONAL DEVELOPMENT	21.51
Vendor Name IOWA ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN		<u>21.51</u>
IOWA WESTERN COMMUNITY COLLEGE	1653087-8	1,090.50
10 0010 1200 217 3303 569	SP ED CHARGES	978.00
10 0010 1200 217 3303 612	SP ED CHARGES	112.50
Vendor Name IOWA WESTERN COMMUNITY COLLEGE		<u>1,090.50</u>
ISFIS, INC.	7338	225.00
10 0010 2510 000 0000 340	REG FEES	225.00
Vendor Name ISFIS, INC.		<u>225.00</u>
JOHNSON AUTO PARTS	140354	10.45
10 0010 2600 000 0000 618	V BELTS	10.45
Vendor Name JOHNSON AUTO PARTS		<u>10.45</u>
K MART	2014	51.93
10 0010 2235 000 0000 618	SUPPLIES	51.93
K MART	3455	109.99
10 0010 2310 000 0000 611	COFFEE POT	109.99
Vendor Name K MART		<u>161.92</u>

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
LENOVO	6255608324	1,212.48	
10 3230 1200 420 1119 739	Lenovo Yoga 900 13 80MK0011US Platinum		1,169.99
10 3230 1200 420 1119 739	GX20K15992 AC Adapter		42.49
Vendor Name LENOVO			<u>1,212.48</u>
LIL TIGERS PRESCHOOL	01312016	300.00	
10 0010 1000 100 3311 569	JANUARY EMPOWERMENT PYMT		300.00
Vendor Name LIL TIGERS PRESCHOOL			<u>300.00</u>
MACGILL & COMPANY, WILLIAM V.	IN0544710	114.00	
10 0010 1200 219 0000 612	LATEX GLOVES		114.00
Vendor Name MACGILL & COMPANY, WILLIAM V.			<u>114.00</u>
MARSDEN, TIM	02152016	72.50	
10 3230 1000 100 0000 580	TRAVEL REIMBURSEMENT		72.50
Vendor Name MARSDEN, TIM			<u>72.50</u>
MATHESON TRI-GAS	12688531	25.12	
10 3230 1300 370 0000 612	Electrode Holder 250 Amp		20.12
10 3230 1300 370 0000 612	Cround Clamp 250 Amp		5.00
MATHESON TRI-GAS	12712363	375.90	
10 0010 1000 300 4531 612	MILLER HELMET SW VALLEY PERKINS		375.90
MATHESON TRI-GAS	12712364	338.94	
10 0010 1000 300 4531 612	SMITH TOURCH SW VALLEY PERKINS		338.94
MATHESON TRI-GAS	12712374	57.08	
10 0010 1000 300 4531 612	REVCO COATS SW VALLEY PERKINS		57.08
MATHESON TRI-GAS	12833508	52.59	
10 3230 1300 370 0000 612	Shield		16.15
10 3230 1300 370 0000 612	Shield Cup		36.44
MATHESON TRI-GAS	12857395	26.00	
10 3230 1300 370 0000 612	Oxygen Tank Refill		26.00
Vendor Name MATHESON TRI-GAS			<u>875.63</u>
MONTGOMERY CO. MEMORIAL HOSP.	01062016	95.00	
10 0020 2700 000 0000 271	PHYSICAL		95.00
Vendor Name MONTGOMERY CO. MEMORIAL HOSP.			<u>95.00</u>
MONTGOMERY COUNTY EXT. SERVICE	01312016	2,000.00	
10 0010 1999 000 0000	MIDWAY FOUNDATION GRANT		2,000.00
Vendor Name MONTGOMERY COUNTY EXT. SERVICE			<u>2,000.00</u>
MOORE, JEWELL	01192016	13.30	
10 0010 1000 100 3342 580	TRAVEL REIMBURSEMENT		13.30
MOORE, JEWELL	01202016	10.86	
10 0010 1000 100 3342 580	TRAVEL REIMBURSEMENT		10.86
Vendor Name MOORE, JEWELL			<u>24.16</u>
MOSS EDUCATIONAL & INDUSTRIAL TRAINING SOLUTIONS	2910	66.21	
10 0010 1000 300 4531 733	BOROFLOAT GLASS		66.21

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name	MOSS EDUCATIONAL & INDUSTRIAL TRAINING SOLUTIONS	66.21
NATIONAL AUTISM RESOURCES	4060	159.93
10 0010 1200 219 0000 612	TRIANGLE SHAPED MARKERS SET OF 12	13.47
10 0010 1200 219 0000 612	SPIKY LIGHT UP BRACELET	8.97
10 0010 1200 219 0000 612	ART ESSENTIALS 24 TRIANGULAR CRAYONS	9.58
10 0010 1200 219 0000 612	LIAM WINS THE GAME, SOMETIMES	12.99
10 0010 1200 219 0000 612	BASIC SKILLS CHECKLISTS	19.95
10 0010 1200 219 0000 612	5LB RECTANGLE LAP PAD	79.98
10 0010 1200 219 0000 612	SHIPPING	14.99
Vendor Name	NATIONAL AUTISM RESOURCES	159.93
NISHNA PRODUCTIONS	02112016	202.50
10 0010 1200 217 3303 569	WORK ACTIVITY	202.50
Vendor Name	NISHNA PRODUCTIONS	202.50
O'KEEFE ELEVATOR COMPANY	004735714	285.25
10 0010 2600 000 0000 430	ELEV MAINTENANCE AGREEMENT	285.25
Vendor Name	O'KEEFE ELEVATOR COMPANY	285.25
O'NEAL ELECTRIC CO. CONTRACTOR	5200-5834	1,977.76
10 0010 2600 000 0000 430	REPAIR OUTSIDE LIGHTS	1,977.76
O'NEAL ELECTRIC CO. CONTRACTOR	5200-5848	1,456.97
10 0010 2600 000 0000 430	SMOKE ALARM REPAIR	1,456.97
Vendor Name	O'NEAL ELECTRIC CO. CONTRACTOR	3,434.73
OREILLY AUTO PARTS	0298-379557	(44.00)
10 0020 2700 000 0000 618	BATTERY CORE	(44.00)
OREILLY AUTO PARTS	0298-380074	54.51
10 0020 2700 000 0000 618	SUPPLIES	54.51
OREILLY AUTO PARTS	0298-380922	33.16
10 0020 2700 000 0000 618	SUPPLIES	33.16
OREILLY AUTO PARTS	0298-381879	19.96
10 0020 2700 000 0000 618	MOTOR OIL	19.96
Vendor Name	OREILLY AUTO PARTS	63.63
PEPPER & SON, INC.	11B40798	55.00
10 3230 1000 110 0000 612	Third quarter concert band music.	55.00
PEPPER & SON, INC.	11B42948	5.00
10 3230 1000 110 0000 612	Third quarter concert band music.	5.00
PEPPER & SON, INC.	11B48532	9.95
10 3230 1000 110 0000 612	Third quarter concert band music.	9.95
Vendor Name	PEPPER & SON, INC.	69.95
PLIBRICO COMPANY LLC	93128	964.50
10 0010 2600 000 0000 430	REPAIR TECH CENTER	964.50
PLIBRICO COMPANY LLC	93136	438.25
10 0010 2600 000 0000 430	REPAIR TECH CENTER	438.25
Vendor Name	PLIBRICO COMPANY LLC	1,402.75

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
PRATT, KIM	01282016	23.94	
10 2020 1000 100 0000 612	REIMBURSEMENT		23.94
Vendor Name PRATT, KIM			<u>23.94</u>
PRECISION DIESEL INJECTION	53065	103.64	
10 0020 2700 000 0000 430	REPAIR #2		103.64
Vendor Name PRECISION DIESEL INJECTION			<u>103.64</u>
QUILL CORP.	2764448	38.75	
10 3230 1200 420 8009 612	TI-30XA Calculators		38.75
QUILL CORP.	2764544	99.80	
10 1902 1000 100 0000 612	BIC WITE-OUT CORRCTION TAPE, PKG OF 10		11.14
10 1902 1000 100 0000 612	DIXON ORIOLE PENCILS, PRE-SHARPENED, #2		43.00
10 1902 1000 100 0000 612	PENCIL CAP ERASERS, PKG OF 144		5.59
10 1902 1000 100 0000 612	EXPO DRY-ERASE CLEANER, GALLON JUG		26.79
10 1902 1000 100 0000 612	OXFORD RULED INDEX CARDS, WHITE, 3X5		5.00
10 1902 1000 100 0000 612	ELMER'S RUBBER CEMENT, 4 OZ.		4.92
10 1902 1000 100 0000 612	QUILL GLUE STICKS, .71 OZ, PKG OF 2		3.36
Vendor Name QUILL CORP.			<u>138.55</u>
RAPID REFILL	3025	145.99	
10 3230 2222 000 0000 618	HP Black Printer Cartridge HP 4014n		145.99
RAPID REFILL	3026	99.99	
10 0010 2510 000 0000 611	TONER		99.99
Vendor Name RAPID REFILL			<u>245.98</u>
RED OAK COMMUNITY SCHOOL DIST	01202016	47.60	
10 0010 2310 000 0000 580	TRANSPORTATION CHARGES		47.60
RED OAK COMMUNITY SCHOOL DIST	01212016	78.40	
10 0010 1000 130 3387 580	TRANSPORTATION CHARGES		78.40
RED OAK COMMUNITY SCHOOL DIST	01222016	94.40	
10 0010 2510 000 0000 580	TRANSPORTATION CHARGES		94.40
RED OAK COMMUNITY SCHOOL DIST	01262016-1	40.80	
10 0010 1000 300 4531 580	Swcc Annual meeting/travel		40.80
RED OAK COMMUNITY SCHOOL DIST	01272016	4.90	
10 3230 1300 370 0000 580	travel to finish line for college weldin		4.90
RED OAK COMMUNITY SCHOOL DIST	02102016	100.80	
10 0020 2700 000 0000 580	TRANSP CHARGES		100.80
Vendor Name RED OAK COMMUNITY SCHOOL DIST			<u>366.90</u>
RED OAK DIESEL CLINIC INC.	11	1,042.64	
10 0020 2700 000 0000 430	REPAIR WORK #8		1,042.64
RED OAK DIESEL CLINIC INC.	4091518104	218.70	
10 0020 2700 000 0000 618	STANADYNE ADDITIVE		218.70
RED OAK DIESEL CLINIC INC.	409151872	1,191.69	
10 0020 2700 000 0000 430	REPAIR #5A		1,191.69
Vendor Name RED OAK DIESEL CLINIC INC.			<u>2,453.03</u>

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
RED OAK DO IT CENTER	395549	74.07	
10 0010 2600 000 0000 618	SUPPLIES		74.07
RED OAK DO IT CENTER	92820	31.68	
10 0010 2600 000 0000 618	WOOD/MISC		31.68
RED OAK DO IT CENTER	92829	20.74	
10 0010 2600 000 0000 618	SCREWS/MISC		20.74
Vendor Name RED OAK DO IT CENTER			<u>126.49</u>
RED OAK EXPRESS	01312016	206.28	
10 0010 2110 490 8027 618	ADV NATIONAL MENTORING MONTH		206.28
RED OAK EXPRESS	01312016-1	191.88	
10 0010 2572 000 0000 540	PUBLICATION CHARGES		191.88
RED OAK EXPRESS	201605	179.28	
10 0010 2110 490 8027 618	YES MENTORING AD		179.28
Vendor Name RED OAK EXPRESS			<u>577.44</u>
RED OAK HARDWARE HANK	216136	41.86	
10 0010 2600 000 0000 618	MS SUPPLIES		41.86
RED OAK HARDWARE HANK	216137	11.98	
10 0010 2600 000 0000 618	MS SUPPLIES		11.98
RED OAK HARDWARE HANK	216661	72.00	
10 2020 1000 100 0000 612	CASE OF 24 ROLLS OF DUCT TAPE FOR THE "W		72.00
Vendor Name RED OAK HARDWARE HANK			<u>125.84</u>
RIVERSIDE COMMUNITY SCHOOLS	01272016	6,366.00	
10 0010 1000 100 0000 567	OPEN ENROLLMENT 1ST SEMESTER		6,366.00
Vendor Name RIVERSIDE COMMUNITY SCHOOLS			<u>6,366.00</u>
ROGERS PLUMBING & HEATING	25502	644.00	
10 0010 2600 000 0000 430	REPAIR BLOWER UNIT		644.00
ROGERS PLUMBING & HEATING	25521	150.21	
10 0010 2600 000 0000 430	REPAIR FAUCET		150.21
ROGERS PLUMBING & HEATING	25571	1,262.60	
10 0010 2600 000 0000 430	REPAIR RESTROOMS		1,262.60
Vendor Name ROGERS PLUMBING & HEATING			<u>2,056.81</u>
ROSE, THE	02032016	323.74	
10 1902 1000 100 8002 618	4TH GRADE FIELD TRIP		323.74
Vendor Name ROSE, THE			<u>323.74</u>
SCHMITT MUSIC	533098	20.00	
10 2020 2600 910 6220 430	REPAIR JUPITER MELLOPHONE		20.00
Vendor Name SCHMITT MUSIC			<u>20.00</u>
SCHOLASTIC READING CLUB	01192016	155.00	
10 2020 2222 000 0000 643	BOOKS		155.00
SCHOLASTIC READING CLUB	01262016	270.00	
10 1901 1000 100 8001 612	ONE BOOK ONE SCHOOL BOOKS		270.00
Vendor Name SCHOLASTIC READING CLUB			<u>425.00</u>
SCHOOL BUS SALES	CM12711	(96.00)	
10 0020 2700 000 0000 618	CREDIT		(96.00)

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
SCHOOL BUS SALES	IN28875	97.36
10 0020 2700 000 0000 618	MIRROR HEAD	97.36
Vendor Name SCHOOL BUS SALES		<u>1.36</u>
SCOTT WILSON - THE GREEN TREE COMPANY	4065	700.00
10 0010 2600 000 0000 422	SNOW REMOVAL	700.00
SCOTT WILSON - THE GREEN TREE COMPANY	4081	2,790.00
10 0010 2600 000 0000 422	SNOW REMOVAL	2,790.00
SCOTT WILSON - THE GREEN TREE COMPANY	4098	2,500.00
10 0010 2600 000 0000 422	SNOW REMOVAL	2,500.00
SCOTT WILSON - THE GREEN TREE COMPANY	4115	3,000.00
10 0010 2600 000 0000 422	SNOW REMOVAL 2/1 AND 2/2	3,000.00
Vendor Name SCOTT WILSON - THE GREEN TREE COMPANY		<u>8,990.00</u>
SIMPLEXGRINNELL	82145222	546.00
10 0010 2600 000 0000 430	SMOKE DECT INSTALLED KILN ROOM	546.00
Vendor Name SIMPLEXGRINNELL		<u>546.00</u>
SIMS, BARBARA	02042016	75.07
10 1902 1920 100 1920 618	REIMBURSEMENT	75.07
Vendor Name SIMS, BARBARA		<u>75.07</u>
SOLUTION TREE	855694	12,980.00
10 0010 2213 132 3376 320	REG FEES	11,033.00
10 3230 2410 000 0000 320	REG FEES	1,298.00
10 0010 2321 000 0000 320	REG FEES	649.00
SOLUTION TREE	855707	12,331.00
10 1901 2410 000 0000 320	REG FEES	649.00
10 0010 2213 132 3376 320	REG FEES	11,682.00
Vendor Name SOLUTION TREE		<u>25,311.00</u>
STANTON COMMUNITY SCHOOL DIST.	01272016	15,373.80
10 0010 1200 211 3301 567	SP ED CHARGES	15,373.80
STANTON COMMUNITY SCHOOL DIST.	02112016	50,908.00
10 0010 1000 100 0000 567	OPEN ENROLLMENT 2ND QTR	50,908.00
Vendor Name STANTON COMMUNITY SCHOOL DIST.		<u>66,281.80</u>
STASKIEWICZ, CHRISTINA	02012016	59.00
10 0010 1999 000 0000	REIMBURSEMENT	59.00
Vendor Name STASKIEWICZ, CHRISTINA		<u>59.00</u>
STERLING COMPUTERS	0006138	345.00
10 0010 2235 000 0000 618	300GB 15k RPM SAS 6Gbps 2.5in hotplug Ha	345.00
Vendor Name STERLING COMPUTERS		<u>345.00</u>
SW IA TIRE & SERVICE	58691	597.20
10 0020 2700 000 0000 430	TIRE/TIRE RPEAIR	597.20
Vendor Name SW IA TIRE & SERVICE		<u>597.20</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
TIMBERLINE BILLING SERVICE LLC	8428	140.72
10 0010 2510 217 3303 350	MEDICAID BILLING	140.72
Vendor Name	TIMBERLINE BILLING SERVICE LLC	<u>140.72</u>

TIME MANAGEMENT SYSTEMS, INC	INV95638	330.00
10 0010 2237 000 0000 430	IT REPAIR WORK	330.00
Vendor Name	TIME MANAGEMENT SYSTEMS, INC	<u>330.00</u>

U.S. GAMES	97594029	417.35
10 1901 1920 100 1920 618	RIBBON WANDS, 6'RIBBONS	98.97
10 1901 1920 100 1920 618	FLOOR TAPE 1"	56.90
10 1901 1920 100 1920 618	SHIPPING	60.63
10 1901 1920 100 1920 618	FLEECE BALLS	69.99
10 1901 1920 100 1920 618	LIGHT WEIGHT VESTS; 5 RED, 5 ORANGE	49.90
10 1901 1920 100 1920 618	SPOT MARKERS/ PRISM PACK	29.99
10 1901 1920 100 1920 618	FUN GRIPPER BALLS, 8" VOLLEYBALL	50.97
Vendor Name	U.S. GAMES	<u>417.35</u>

WEST CENTRAL COMMUNITY ACTION	02032016	33,680.00
10 0010 1000 860 3117 592	PRESCHOOL AGREEMENT	33,680.00
Vendor Name	WEST CENTRAL COMMUNITY ACTION	<u>33,680.00</u>

WESTLAKE ACE HARDWARE	10502710-1	(1.33)
10 0010 2600 000 0000 618	CREDIT	(1.33)
WESTLAKE ACE HARDWARE	10503796	29.96
10 0010 2600 000 0000 618	WIRE CONNECTORS	29.96
WESTLAKE ACE HARDWARE	10503882	13.99
10 0010 2600 000 0000 618	TAPE	13.99
WESTLAKE ACE HARDWARE	10504131	11.98
10 0010 2600 000 0000 618	TOGGLE BOLTS/MISC	11.98
WESTLAKE ACE HARDWARE	10504369	10.01
10 0010 2600 000 0000 618	MISC SUPPLIES	10.01
WESTLAKE ACE HARDWARE	10504464	3.98
10 0010 2600 000 0000 618	KEYS	3.98
Vendor Name	WESTLAKE ACE HARDWARE	<u>68.59</u>

WOODWARD GRANGER COMM. SCHOOLS	02032016	2,346.88
10 0010 1200 211 3301 567	SP ED CHARGES	2,346.88
Vendor Name	WOODWARD GRANGER COMM. SCHOOLS	<u>2,346.88</u>

Fund Number	10		<u>239,368.41</u>
Checking Account ID	1	Fund Number	36
O'NEAL ELECTRIC CO. CONTRACTOR		PHYSICAL PLANT & EQUIPMENT	
36 1901 4700 000 0000 450	5200-5867	4,222.78	
36 1901 4700 000 0000 450	DOOR HOLDERS FOR FIRE ALRAM SYSTEM	2,111.39	
36 1902 4700 000 0000 450	DOOR HOLDERS FOR FIRE ALRAM SYSTEM	2,111.39	
Vendor Name	O'NEAL ELECTRIC CO. CONTRACTOR	<u>4,222.78</u>	

Fund Number	36		<u>4,222.78</u>
Checking Account ID	1		<u>243,591.19</u>
Checking Account ID	2	Fund Number	61
		SCHOOL NUTRITION FUND	



Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
ANDERSON ERICKSON DAIRY CO	102150	77.07	
61 2020 3110 000 0000 631	MS MILK		77.07
ANDERSON ERICKSON DAIRY CO	102151	57.82	
61 1902 3110 000 0000 631	WASHINGTON MILK		57.82
ANDERSON ERICKSON DAIRY CO	102167	57.79	
61 3230 3110 000 0000 631	HS MILK		57.79
ANDERSON ERICKSON DAIRY CO	102168	144.53	
61 1901 3110 000 0000 631	IPS MILK		144.53
ANDERSON ERICKSON DAIRY CO	104302	125.27	
61 2020 3110 000 0000 631	MS MILK		125.27
ANDERSON ERICKSON DAIRY CO	104303	96.38	
61 1902 3110 000 0000 631	WASHINGTON MILK		96.38
ANDERSON ERICKSON DAIRY CO	104317	57.77	
61 1912 3110 000 0000 631	WEBSTER MILK		57.77
ANDERSON ERICKSON DAIRY CO	104324	202.34	
61 1901 3110 000 0000 631	IPS MILK		202.34
ANDERSON ERICKSON DAIRY CO	104325	77.07	
61 3230 3110 000 0000 631	HS MILK		77.07
ANDERSON ERICKSON DAIRY CO	106591	71.13	
61 2020 3110 000 0000 631	MS MILK		71.13
ANDERSON ERICKSON DAIRY CO	106592	67.46	
61 1902 3110 000 0000 631	WASHINGTON MILK		67.46
ANDERSON ERICKSON DAIRY CO	106608	48.15	
61 3230 3110 000 0000 631	HS MILK		48.15
ANDERSON ERICKSON DAIRY CO	106609	96.33	
61 1901 3110 000 0000 631	IPS MILK		96.33
ANDERSON ERICKSON DAIRY CO	1085740	67.46	
61 1902 3110 000 0000 631	WASHINGTON MILK		67.46
ANDERSON ERICKSON DAIRY CO	108739	96.35	
61 2020 3110 000 0000 631	MS MILK		96.35
ANDERSON ERICKSON DAIRY CO	108750	48.15	
61 1912 3110 000 0000 631	WEBSTER MILK		48.15
ANDERSON ERICKSON DAIRY CO	108757	173.45	
61 1901 3110 000 0000 631	IPS MILK		173.45
ANDERSON ERICKSON DAIRY CO	108758	105.97	
61 3230 3110 000 0000 631	HS MILK		105.97
ANDERSON ERICKSON DAIRY CO	111026	86.71	
61 2020 3110 000 0000 631	MS MILK		86.71
ANDERSON ERICKSON DAIRY CO	111027	67.43	
61 1902 3110 000 0000 631	WASHINGTON MILK		67.43
ANDERSON ERICKSON DAIRY CO	111039	77.07	
61 3230 3110 000 0000 631	HS MILK		77.07
ANDERSON ERICKSON DAIRY CO	111040	144.50	
61 1901 3110 000 0000 631	IPS MILK		144.50
ANDERSON ERICKSON DAIRY CO	113171	115.61	
61 2020 3110 000 0000 631	MS MILK		115.61
ANDERSON ERICKSON DAIRY CO	113172	96.38	
61 1902 3110 000 0000 631	WASHINGTON MILK		96.38
ANDERSON ERICKSON DAIRY CO	113182	57.77	
61 1912 3110 000 0000 631	WEBSTER MILK		57.77
ANDERSON ERICKSON DAIRY CO	113189	211.98	
61 1901 3110 000 0000 631	IPS MILK		211.98
ANDERSON ERICKSON DAIRY CO	113190	115.61	
61 3230 3110 000 0000 631	HS MILK		115.61
ANDERSON ERICKSON DAIRY CO	115456	86.71	
61 2020 3110 000 0000 631	MS MILK		86.71

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
ANDERSON ERICKSON DAIRY CO	115457	57.82	
61 1902 3110 000 0000 631	WASHINGTON MILK		57.82
ANDERSON ERICKSON DAIRY CO	115469	77.07	
61 3230 3110 000 0000 631	HS MILK		77.07
ANDERSON ERICKSON DAIRY CO	115470	125.25	
61 1901 3110 000 0000 631	IPS MILK		125.25
ANDERSON ERICKSON DAIRY CO	97701	100.03	
61 2020 3110 000 0000 631	MS MILK		100.03
ANDERSON ERICKSON DAIRY CO	97702	57.79	
61 1902 3110 000 0000 631	WASHINGTON MILK		57.79
ANDERSON ERICKSON DAIRY CO	97719	125.25	
61 1901 3110 000 0000 631	IPS MILK		125.25
ANDERSON ERICKSON DAIRY CO	99718	77.07	
61 3230 3110 000 0000 631	HS MILK		77.07
ANDERSON ERICKSON DAIRY CO	99856	115.61	
61 2020 3110 000 0000 631	MS MILK		115.61
ANDERSON ERICKSON DAIRY CO	99857	105.97	
61 1902 3110 000 0000 631	WASHINGTON MILK		105.97
ANDERSON ERICKSON DAIRY CO	99871	77.02	
61 1912 3110 000 0000 631	WEBSTER MILK		77.02
ANDERSON ERICKSON DAIRY CO	99878	231.21	
61 1901 3110 000 0000 631	IPS MILK		231.21
ANDERSON ERICKSON DAIRY CO	99879	125.22	
61 3230 3110 000 0000 631	HS MILK		125.22
Vendor Name ANDERSON ERICKSON DAIRY CO			<u>4,005.57</u>
COCA-COLA BTLG OF MID-AMERICA	2075052217	181.44	
61 2020 3110 000 1621 632	SUPPLIES		181.44
COCA-COLA BTLG OF MID-AMERICA	2075068421	180.00	
61 3230 3110 000 1621 632	SUPPLIES		180.00
Vendor Name COCA-COLA BTLG OF MID-AMERICA			<u>361.44</u>
DOVEL REFRIGERATION	5668	113.16	
61 1901 2600 000 0000 430	FREEZER REPAIR		113.16
Vendor Name DOVEL REFRIGERATION			<u>113.16</u>
FAREWAY FOOD STORES	00002743	7.96	
61 3230 3110 000 0000 631	FOOD SUPPLIES		7.96
Vendor Name FAREWAY FOOD STORES			<u>7.96</u>
HY VEE FOOD STORES	4344475796	14.60	
61 2020 3110 000 0000 618	SUPPLIES		7.30
61 1902 3110 000 0000 618	SUPPLIES		7.30
HY VEE FOOD STORES	4345991652	7.95	
61 1901 3110 000 0000 631	FOOD SUPPLIES		7.95
HY VEE FOOD STORES	4346158972	8.99	
61 0010 3110 000 0000 631	FOOD SUPPLIES		8.99
HY VEE FOOD STORES	4352993783	26.01	
61 1901 3110 000 0000 631	FOOD SUPPLIES		26.01
HY VEE FOOD STORES	4353470035	19.20	
61 1901 3110 000 0000 631	FOOD SUPPLIES		19.20
HY VEE FOOD STORES	4357172997	21.89	
61 3230 3110 000 0000 631	FOOD SUPPLIES		21.89
HY VEE FOOD STORES	4360929291	6.96	
61 3230 3110 000 0000 631	FOOD SUPPLIES		6.96

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
HY VEE FOOD STORES	4693862	62.40	
61 0010 3110 000 4557 631	FOOD SUPPLIES		62.40
Vendor Name	HY VEE FOOD STORES		<u>168.00</u>
JONES, KELLIE	01122016	1.80	
61 483 000 0000 000	REIMBURSEMENT		1.80
Vendor Name	JONES, KELLIE		<u>1.80</u>
MARTIN BROS.	6006572-1	(45.99)	
61 1901 3110 000 0000 631	CREDIT		(45.99)
MARTIN BROS.	6016275-1	(17.26)	
61 2020 3110 000 0000 631	FOOD SUPPLIES		(17.26)
MARTIN BROS.	6025987	1,369.65	
61 3230 3110 000 0000 618	SUPPLIES		64.56
61 3230 3110 000 1621 632	FOOD SUPPLIES		108.92
61 3230 3110 000 0000 631	FOOD SUPPLIES		1,196.17
MARTIN BROS.	6025989	649.93	
61 2020 3110 000 0000 618	SUPPLIES		95.84
61 2020 3110 000 0000 631	FOOD SUPPLIES		554.09
MARTIN BROS.	6029965	542.04	
61 1901 3110 000 0000 631	FOOD SUPPLIES		542.04
MARTIN BROS.	6036637	1,318.30	
61 3230 3110 000 0000 618	SUPPLIES		59.54
61 3230 3110 000 0000 631	FOOD SUPPLIES		1,018.18
61 3230 3110 000 1621 632	FOOD SUPPLIES		240.58
MARTIN BROS.	6036638	876.67	
61 1901 3110 000 0000 631	FOOD SUPPLIES		844.39
61 1901 3110 000 0000 618	SUPPLIES		32.28
MARTIN BROS.	6036639	899.58	
61 2020 3110 000 0000 631	FOOD SUPPLIES		849.37
61 2020 3110 000 0000 618	SUPPLIES		32.28
61 2020 3110 000 1621 632	FOOD SUPPLIES		17.93
MARTIN BROS.	6040468	614.29	
61 1901 3110 000 0000 631	FOOD SUPPLIES		547.39
61 1901 3110 000 0000 618	SUPPLIES		66.90
MARTIN BROS.	6040469	351.55	
61 0010 3110 000 4557 631	FOOD SUPPLIES		351.55
MARTIN BROS.	6046033	1,441.86	
61 3230 3110 000 0000 631	FOOD SUPPLIES		1,386.38
61 3230 3110 000 1621 632	FOOD SUPPLIES		55.48
MARTIN BROS.	6046033-1	(91.98)	
61 3230 3110 000 0000 631	CREDIT		(91.98)
MARTIN BROS.	6046034	587.78	
61 1901 3110 000 0000 631	FOOD SUPPLIES		587.78
MARTIN BROS.	6046035	311.65	
61 0010 3110 000 4557 631	FOOD SUPPLIES		311.65
MARTIN BROS.	6046036	875.90	
61 2020 3110 000 0000 618	SUPPLIES		79.91
61 2020 3110 000 0000 631	FOOD USPPLIES		795.99
MARTIN BROS.	6056573	1,721.54	
61 3230 3110 000 0000 631	FOOD SUPPLIES		1,433.69
61 3230 3110 000 1621 632	FOOD SUPPLIES		195.24
61 3230 3110 000 0000 618	SUPPLIES		92.61
MARTIN BROS.	6056574	1,380.72	
61 1901 3110 000 0000 631	FOOD SUPPLIES		1,269.04

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
61 1901 3110 000 0000 618	SUPPLIES	111.68
MARTIN BROS.	6056574-1	(96.08)
61 1901 3110 000 0000 631	CREDIT	(96.08)
MARTIN BROS.	6056575	742.88
61 2020 3110 000 0000 631	FOOD SUPPLIES	603.39
61 2020 3110 000 0000 632	FOOD SUPPLIES	139.49
MARTIN BROS.	6060620	556.87
61 1901 3110 000 0000 631	FOOD SUPPLIES	414.25
61 1901 3110 000 0000 618	SUPPLIES	142.62
Vendor Name MARTIN BROS.		<u>13,989.90</u>

PAN-O-GOLD BAKING COMPANY	010144603305	41.40
61 1901 3110 000 0000 631	FOOD SUPPLIES	41.40
PAN-O-GOLD BAKING COMPANY	010144603306	43.00
61 2020 3110 000 0000 631	FOOD SUPPLIES	43.00
PAN-O-GOLD BAKING COMPANY	010144603307	61.60
61 3230 3110 000 0000 631	FOOD SUPPLIES	61.60
PAN-O-GOLD BAKING COMPANY	010144604006	39.40
61 1901 3110 000 0000 631	FOOD SUPPLIES	39.40
PAN-O-GOLD BAKING COMPANY	010144604009	25.20
61 3230 3110 000 0000 631	FOOD SUPPLIES	25.20
PAN-O-GOLD BAKING COMPANY	010144604010	18.40
61 3230 3110 000 0000 631	FOOD SUPPLIES	18.40
PAN-O-GOLD BAKING COMPANY	010144604011	21.00
61 2020 3110 000 0000 631	FOOD SUPPLIES	21.00
PAN-O-GOLD BAKING COMPANY	010170601813	64.40
61 2020 3110 000 0000 631	FOOD SUPPLIES	64.40
PAN-O-GOLD BAKING COMPANY	010170602201	23.00
61 1901 3110 000 0000 631	FOOD SUPPLIES	23.00
PAN-O-GOLD BAKING COMPANY	010170602503	84.80
61 3230 3110 000 0000 631	FOOD SUPPLIES	84.80
PAN-O-GOLD BAKING COMPANY	010170602504	36.80
61 1901 3110 000 0000 631	FOOD SUPPLIES	36.80
PAN-O-GOLD BAKING COMPANY	010170602505	52.80
61 2020 3110 000 0000 631	FOOD SUPPLIES	52.80
Vendor Name PAN-O-GOLD BAKING COMPANY		<u>511.80</u>

REINHART FOOD SERVICE LLC	761425	543.69
61 3230 3110 000 0000 631	FOOD SUPPLIES	543.69
REINHART FOOD SERVICE LLC	766284	1,397.42
61 3230 3110 000 0000 631	FOOD SUPPLIES	1,244.42
61 3230 3110 000 0000 618	SUPPLIES	153.00
Vendor Name REINHART FOOD SERVICE LLC		<u>1,941.11</u>

STANEK FIRE PROTECTION	23983	211.00
61 1901 2600 000 0000 430	HOOD INSPECTION/REPAIR	211.00
STANEK FIRE PROTECTION	23984	160.00
61 3230 2600 000 0000 430	HOOD INSPECTION/REPAIR	160.00
STANEK FIRE PROTECTION	23985	143.00
61 2020 2600 000 0000 430	HOOD INSPECTION/REPAIR	143.00
Vendor Name STANEK FIRE PROTECTION		<u>514.00</u>

Fund Number 61		<u>21,614.74</u>
Checking Account ID 2		<u>21,614.74</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
ABRAHAM LINCOLN BAND PARENTS	02172016	150.00
21 3230 1400 910 6220 320	BLUFFS JAZZ BAND FESTIVAL	150.00
Vendor Name ABRAHAM LINCOLN BAND PARENTS		<u>150.00</u>
ANITA ENGRAVING	44318	65.80
21 0010 1400 920 6810 618	ENGRAVING OF PARTICIPATION TROPHY	65.80
Vendor Name ANITA ENGRAVING		<u>65.80</u>
BUNTROCK, MISSY	02092016	85.00
21 0010 1400 920 6810 320	OFFICIAL	85.00
Vendor Name BUNTROCK, MISSY		<u>85.00</u>
EDIE, DUSTIN	01262016	85.00
21 0010 1400 920 6790 320	OFFICIAL	85.00
Vendor Name EDIE, DUSTIN		<u>85.00</u>
ELITE SPORTS SCREEN PRINTING & EMBROIDERY	10313	799.75
21 0010 1400 920 6790 618	CK WRESTLING GEAR BAGS	799.75
Vendor Name ELITE SPORTS SCREEN PRINTING & EMBROIDERY		<u>799.75</u>
FAIR PLAY	131070	135.53
21 0010 1400 920 6600 618	SHIPPING	14.53
21 0010 1400 920 6600 618	C1600 CONSOLE CASE	25.00
21 0010 1400 920 6600 618	A0014 - CONSOLE WIRELESS ANTENNA	96.00
Vendor Name FAIR PLAY		<u>135.53</u>
FAREWAY FOOD STORES	00030503	96.36
21 2020 1400 950 7421 618	STUDENT COUNCIL SUPPLIES DANCE	96.36
FAREWAY FOOD STORES	00046389	15.77
21 2020 1400 910 6110 618	SUPPLIES FALL PLAY	15.77
FAREWAY FOOD STORES	00055641	100.02
21 0010 1400 920 6845 618	FOOD SUPPLIES FOR BOWLERS	100.02
Vendor Name FAREWAY FOOD STORES		<u>212.15</u>
FRANK RIEMAN MUSIC, INC.	2273157	141.00
21 2020 1400 910 6220 618	BOX OF TEN RICO ROYAL BASS CLARINET SIZE	141.00
Vendor Name FRANK RIEMAN MUSIC, INC.		<u>141.00</u>
IA HIGH SCHOOL SPEECH ASSOC.	02092016	264.00
21 3230 1400 910 6110 618	INDIVIDUAL DISTRICT SPEECH REGISTRATION	264.00
Vendor Name IA HIGH SCHOOL SPEECH ASSOC.		<u>264.00</u>
JAZZ EDUCATORS OF IOWA	02172016	30.00
21 3230 1400 910 6220 320	ALL-STATE JAZZ AUDITION FEE	30.00
Vendor Name JAZZ EDUCATORS OF IOWA		<u>30.00</u>
MANGOLD, KELSEY	01282016	70.23

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 2020 1400 950 7421 618	REIMBURSEMENT	70.23
MANGOLD, KELSEY	01282016-1	161.07
21 2020 1400 910 6110 618	REIMBUSREMENT	161.07
Vendor Name MANGOLD, KELSEY		<u>231.30</u>
MCCONE FOODS, INC	3012	405.00
21 3230 1400 950 7407 618	POPCORN FOR FUNDRAISER	405.00
Vendor Name MCCONE FOODS, INC		<u>405.00</u>
NATIONAL FFA ORGANIZATION	MDS-40696	(39.50)
21 3230 1400 950 7407 618	FFA JACKETS, TIES, SCARVES	(39.50)
NATIONAL FFA ORGANIZATION	MDS-40956	39.50
21 3230 1400 950 7407 618	FFA JACKETS, TIES, SCARVES	39.50
NATIONAL FFA ORGANIZATION	MDS-41329	558.00
21 3230 1400 950 7407 618	FFA JACKETS, TIES, SCARVES	558.00
NATIONAL FFA ORGANIZATION	MDS-42019	804.60
21 3230 1400 950 7407 618	UNIFORMS JACKETSSCARVES/TIES	804.60
Vendor Name NATIONAL FFA ORGANIZATION		<u>1,362.60</u>
PEPPER & SON, INC.	11B44537	67.34
21 3230 1400 910 6210 618	SHEET MUSIC "PRAYER" - LAURIDSEN	13.30
21 3230 1400 910 6210 618	SHEET MUSIC " RICKIN JERUSALEM" - DILWOR	13.30
21 3230 1400 910 6210 618	SHIPPING	10.99
21 3230 1400 910 6210 618	SHEET MUSIC "THE WORD WAS GOD" - POWEL	16.45
21 3230 1400 910 6210 618	SHEET MUSIC "O WHISTLED I'LL COME TO YE"	13.30
Vendor Name PEPPER & SON, INC.		<u>67.34</u>
RED OAK COMMUNITY SCHOOL DIST	01262016	46.80
21 3230 1400 950 7476 618	USE OF VANS ON 12/23/15 TO OMAHA	46.80
RED OAK COMMUNITY SCHOOL DIST	01312016	500.58
21 0010 1400 920 6710 320	PR REIMBURSEMENT	151.86
21 0010 1400 920 6810 320	PR REIMBURSEMENT	348.72
RED OAK COMMUNITY SCHOOL DIST	02022016	572.06
21 0010 1400 920 6730 580	TRAVEL TO DES MOINES ON 1/22-23/16.	96.80
21 3230 1400 910 6110 618	TRANSPORTATION TO SHENANDOACH ON 1/23/16	194.22
21 3230 1400 910 6210 580	CAR USUAGE FOR COSTUME PICK UP on 1/17/1	94.00
21 3230 1400 910 6220 580	TRAVEL TO COUNCIL BLUFFS ON 1/16/16.	187.04
RED OAK COMMUNITY SCHOOL DIST	02022016-1	212.00
21 3230 1400 950 7407 580	USE OF 2 VANS ON 1/26/16 TO DES MOINES.	212.00
RED OAK COMMUNITY SCHOOL DIST	02162016	284.68
21 2020 1400 950 7421 618	TRANSPORTATION COST FOR TWO BUSES TO TAK	284.68
RED OAK COMMUNITY SCHOOL DIST	02172016	904.31
21 3230 1400 910 6110 618	2/6/16: BUS TO WAUKEE FOR LARGE GROUP	392.77
21 3230 1400 950 7407 580	1/28/16: BUS TO DES MOINES	333.81
21 3230 1400 910 6220 580	1/30/16: JAZZ BAND TO LEWIS CENTRAL.	177.73

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name	RED OAK COMMUNITY SCHOOL DIST	2,520.43
ROMINE, RON	02082016	85.00
21 0010 1400 920 6810 320	OFFICIAL	85.00
ROMINE, RON	02092016	85.00
21 0010 1400 920 6810 320	OFFICIAL	85.00
Vendor Name	ROMINE, RON	170.00
ROSE, THE	02032016-1	270.18
21 2020 1400 950 7421 618	7TH GRADE FIELD TRIP	270.18
Vendor Name	ROSE, THE	270.18
WEST MUSIC CO.	SI1223112	36.50
21 3230 1400 910 6210 618	PURCHASE FEE FOR ITEMS NOT RETURNED	36.50
Vendor Name	WEST MUSIC CO.	36.50
Fund Number	21	7,031.58
Checking Account ID	3	7,031.58

**Invoice List Detail**  
JANUARY PREPAID CHECKS LISTING, 2016

<b>Vendor ID: AMERITAS</b>	<b>AMERITAS</b>	<b>PO Number:</b>	<b>Invoice Number: 01102016</b>	<b>Amount:</b>	<b>59.68</b>
Description: SERVICES		Invoice Date: 01/10/2016	Due Date: 01/31/2016	Status: PP	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 168875	Check Date: 01/11/2016	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 0010 1000 100 8018 270	INSURANCE		59.68		N
					In Full
					Final
<b>Vendor ID: IOWACHORAL</b>	<b>IOWA CHORAL DIRECTORS ASSOC. INC</b>	<b>PO Number: 2020 702</b>	<b>Invoice Number: 01112016</b>	<b>Amount:</b>	<b>35.00</b>
Description: SERVICES		Invoice Date: 01/11/2016	Due Date: 01/31/2016	Status: PP	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 3	Check Number: 25265	Check Date: 01/13/2016	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
21 2020 1400 910 6221 618	REGISTRATION FOR THE SWI SOLO/ENSEMBLE C		10.00		N
					In Full
					Final
21 2020 1400 910 6221 618	REGISTRATION FOR THE SWI LARGE GROUP CLI		25.00		N
					In Full
					Final
<b>Vendor ID: MERCER</b>	<b>MERCER HEALTH &amp; BENEFITS ADMIN LLC</b>	<b>PO Number:</b>	<b>Invoice Number: 01102016</b>	<b>Amount:</b>	<b>4,287.82</b>
Description: SERVICES		Invoice Date: 12/30/2015	Due Date: 01/31/2016	Status: PP	1099 Amount: 0.00
Sequence: 1	Check Type: Check	Checking Account ID: 1	Check Number: 168859	Check Date: 01/07/2016	
<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>
10 0010 1000 100 8018 270	FEBRUARY INSURANCE		4,287.82		N
					In Full
					Final
Report 1099 Total:			0.00		
Report Total:			4,382.50		



RED OAK COMMUNITY SCHOOLS

JANUARY 2016 RECONCILIATION SHEET

	GENERAL FUND	MANAGEMENT EQUIPMENT LEVY	DEBT SERVICE	SAVE TAXES	
Beg. Balance 01-01-2016	\$3,642,544.03	\$2,135,999.11	\$629,353.33	\$46,976.68	\$3,498,556.02
Revenue	\$814,788.48	\$6,409.20	\$8,345.86	\$11,406.60	\$90,154.23
Expenditure	\$974,126.36	\$36,051.89	\$26,752.51	\$0.00	\$0.00
Balance 01-31-2016	\$3,483,206.15	\$2,106,356.42	\$610,946.68	\$58,383.28	\$3,588,710.25

Balance 01-31-2015	\$3,520,917.28	\$1,787,737.84	\$342,371.80	\$46,122.46	\$2,962,305.11
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Checking Account .2%	Checking Account	\$9,961,596.07
	Outstanding Checks	\$113,993.29
		\$9,847,602.78

	ACTIVITY FUND	NUTRITION FUND
Beg. Balance 01-01-2016	\$212,355.10	\$121,699.28
Revenue	\$9,711.24	\$58,696.33
Expenditure	\$20,623.35	\$58,889.39
Balance 01-31-2016	\$201,442.99	\$121,506.22

Balance 01-31-2015	\$194,738.73	\$172,478.27
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Checking Account .17%	\$219,329.93	\$150,268.12
ISJIT		\$496.00
Outstanding cks	\$17,886.94	\$29,257.90
Book Balance	\$201,442.99	\$121,506.22

LOCAL OPTION SALES TAX---- ONE CENT SALES TAX--SILO TAX

	2013-2014		2014-2015		2015-2016
Beg Balance (July 1)	\$2,114,616	Beg Balance (July 1)	\$2,575,056	Beg Balance (July 1)	\$3,318,603
Add: Revenue		Add: Revenue		Add: Revenue	
1. 1¢ Sales Tax	\$670,210	1. 1¢ Sales Tax	\$933,380	1. 1¢ Sales Tax	\$497,521
2. Interest	\$2,657	2. Interest	\$5,541	2. Interest	\$3,994
3. Accrued tax				3. Reim Sterling Comp	\$79,798
Subtotal	\$672,867	Subtotal	\$3,513,977	Subtotal	\$3,899,916
	\$2,787,483				
LESS: Expenditures		LESS: Expenditures		LESS: Expenditures	
1. Computer Lease pymt 2	\$185,722 x	1. Computer Lease pymt 3	\$185,722	1. Computer Lease	\$163,691
2. School Dude- 5 month tech policy/training	\$1,074 x	2. Trebon/Sophos pym2 of 3	\$5,332	2. BLDD Architects	\$92,684
3. Surface Pro 2/monitor	\$1,348 x	3. School Addition Proj. Ahlers BLDD Contract	\$1,525	3. BLDD Architects	\$11,910
4. 1st pymt Door Security	\$88,000 x	4. School Addition Proj. Ahlers Boyd Jones Contract	\$1,100	4. Reynolds Drilling Inc	\$6,500
5. 2nd payment Door Security	\$24,000 x	5. Transfer to Debt Service	\$1,607	5. TDD, Inc. Drilling	\$3,300
5. Bond Payment	\$302,039			6. Boyd Jones Constr.	\$20,130
				7. Analytic Services	\$12,600
				8. Boyd Jones	\$390
Subtotal	\$602,183	Subtotal	\$195,286	Subtotal	\$311,205
TOTAL	\$2,185,300	TOTAL	\$3,318,691	TOTAL	\$3,588,711
Intergov't Act Receivable	\$389,756	Intergov't Receivables	\$171,585		
Final Fund Balance	\$2,575,056	Sterling Computers	\$79,798		
		BLDD Architects	91875		
		Final Fund Balance	\$3,318,603		
	\$2,575,056				
	\$0				

**PHYSICAL PLANT AND EQUIPMENT LEVY**

2013-2014		2014-2015		2015-2016	
Beginning Balance (July 1)	\$518,942.27	Beginning Balance (July 1)	\$172,761.89	Beginning Balance (July 1)	\$92,414.16
<b>Add: Revenue</b>		<b>Add: Revenue</b>		<b>Add: Revenue</b>	
Property Taxes	\$105,580.24	Property Taxes	\$112,014.21	Property Taxes	\$64,670.68 *Add taxes receivable here
Voted PPEL	\$72,915.80	Voted PPEL	\$24,186.75	Voted PPEL	\$228,726.40
Voted PPEL Surtax	\$447,670.32	Voted PPEL Surtax	\$412,765.20	Voted PPEL Surtax	\$320,668.18
Utility Replacement Tax	\$4,542.71	Utility Replacement Tax	\$4,545.68	Utility Replacement Tax	\$2,262.76
Utility Replacement Tax (SAVE)	\$3,137.61	Utility Replacement Tax (SAVE)	\$985.86	Utility Replacement Tax (SAVE)	\$8,202.50
Mobile Home Tax	\$59.45	Mobile Home Tax	\$55.30	Mobile Home Tax	\$34.32
Voted PPEL Mobile Home	\$45.18	Voted PPEL Mobile Home	\$10.71	Voted PPEL Mobile Home	\$124.61
Military Credit	\$75.69	Military Credit	\$44.64	Military Credit	\$45.25
Interest	\$113.37	Military Credit (SAVE)	\$9.80	Military Credit (SAVE)	\$164.01
Donations		Interest	\$392.82	Commercial Industrial tax	\$6,329.31
Tiger Decal		Donations		Interest	\$241.05
Cage Project	\$8,455.00	Tiger Decal		Donations	
Webster Playground		Cage Project		Prior Year Expenditure	\$3,550.00
EMC Insurance	\$38,353.00	Webster Playground		Cage Project	
Refund of Prior Year Expenditure	\$1,211.94	EMC Insurance		Webster Playground	
		MS Water Damage	\$141,283.71	EMC Insurance	
		Skylight Damage (Storm)	\$109,081.00	MS Water Damage	
		Refund of Prior Year Expenditure		Skylight Damage (Storm)	
Subtotal	\$682,160.31	Subtotal	\$805,375.68	Refund of Prior Year Expenditure	
				Subtotal	\$635,019.07
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$1,201,102.58</b>	<b>TOTAL AVAILABLE FUND</b>	<b>\$978,137.57</b>	<b>TOTAL AVAILABLE FUND</b>	<b>\$727,433.23</b>
LESS: Expenditures		LESS: Expenditures		LESS: Expenditures	
1. Bus Lease Payment Pd in full	\$160,468.21	1. Plibrico Company-Heat Exchanger HS	\$14,580.00	1. Reiman Music-Instruments	\$24,857.00
2. Andrew Tuckpointing MS	\$16,000.00	2. BLDD Architect	\$1,059.58	2. Sterling Computers (5)	\$3,989.90
3. Barnes Painting-Bleachers	\$15,075.00	3. School Dude	\$2,835.10	3. School Dude	\$3,125.12
4. Famers Merc. -Doors Athletic fld	\$2,280.02	4. Trebon Company Sophos 3 of 3	\$12,972.45	4. Trebon-Sophos	\$5,331.67
5. Sellers Constr. Ticket booth	\$1,900.00	5. Software Unlimited	\$4,575.00	5. Software Unlimited	\$7,600.00
6. GovConnection-Elmo TT-12 (13)	\$7,150.00	6. District Wide Phone System	\$53,769.59	6. Parking Lot Work	\$6,900.00
7. Plibrico-New Compressor (IPS)	\$16,875.00	7. Echternact Const. sidewalks	\$3,212.00	7. ADA Ramps at Ftbl Field	\$18,899.00
8. GovConnection-Elmo TT-12 (8)	\$4,400.00	8. Plibrico Company water pumps	\$14,290.00	8. Echternact Cons.Ftbl Field	\$3,835.00
9. A1Security Cameras/network/ 3 cam.	\$1,938.00	9. Rogers Plumbing/Heat Exchangers	\$2,536.32	9. Sellers Const. Floor Tiles	\$2,000.00
10. Omaha Door/Window MS	\$2,498.05	10.Sellers-MS Handicap Bathroom	\$3,169.36	10. Moore Music, Trombone	\$1,750.00
11Percussion Source-Frame-Drums	\$3,672.63	11. Sellers-Remodel Lab Room	\$2,028.89	11. Simplex-Fire Alarm Panel	\$5,705.00
12. USI Inc. Laminator	\$1,588.00	12. 8 laptop computers (Sterling Comp.	\$9,014.51	12. Frontline Technologies AESOP	\$3,150.64
13. Complete Air Care-Unit (HS)	\$4,600.00	13. BLDD Architects (Sept. Oct)	\$2,083.27	13. Red Oak Diesel Bus #1A repair	\$2,590.71
14. Omaha Door/Window HS	\$4,989.76	14. Plibrico Comp. Maint contract pymt	\$2,050.00	14. Trebon-Sophos Enduser Prot.	\$4,088.00
15. 6 Fujitsu T732 Lifebooks	\$5,588.45	15. Sterline Computer-Access point/license	\$5,413.30	15. Forecast 5 Analytics, Inc	\$10,500.00
16. Bikerack for Trail	\$250.00	16. MS Water Damage Restoration	\$18,849.29	16.Granger-2 Ind. Dehumidifiers MS	\$2,076.00
17. Tenor Sax	\$3,436.00	17. Mobile Heated Lunch Cart	\$1,872.50	17. Spe. Athletics- Mats/vt room	\$7,541.36
18. Yamaha Drums/Snares	\$4,911.36	18. Indoff Inc. handicp doors/stalls	\$4,030.00	18.Granger-2 Ind. Dehimidifiers HS	\$2,547.15
19. Yamaha MQT	\$1,377.30	19. Compressor -Tech Center	\$21,815.00		
20. Air conditioners (2)	\$2,143.50	20 Hand Radio system for IPS-Electronic Engr.	\$3,312.95	Subtotal	\$116,486.55
21. Piccolo, Sax, French Horn	\$5,071.00	21. Mold Remediation-Adv Restoration	\$8,372.67	Cash Balance	\$610,946.68
22. Buffalo Tera Station 3400 Server	\$560.54	22. Lenovo Laptop	\$1,249.00		
23. Security Cameras (4)	\$1,916.00	23. Software Unlimited/chgs for On-Line	\$2,573.76		
24. Agent FEE	\$250.00	24. Control Masters/Balance Due	\$15,071.00		
25. Debt Payment	\$376,682.50	25. Plibrico Maintenance Payment	\$2,050.00		
26. Oboe	\$2,617.00	26. MS Firewall/Sellers Construction	\$4,058.05		
27. 2 pin entry ethernet terminals	\$1,690.00	27. Water Repair Damage/Sellers Const.	\$7,111.60		
28. 3 busses with trade ins	\$180,583.00	28. Estes Construction/Water Damage	\$29,401.10		
29. New lights/poles at bus barn	\$2,082.74	29. 4 Surv Camera/MS/-First Bankcard	\$2,396.00		
30. (6) Surface 2 compter with cover@ \$500	\$3,000.00	30. MS Electrical Work/ONEAL Electric	\$57,452.00		
31. Cage Project Lighting	\$13,850.00	31. 1 Surv. Cameras-/HS/First Bankcard	\$1,695.00		
32. Epson 3500 Lumen Projector	\$1,189.00	32. Coat Racks	\$1,054.75		
33. Lanier LP 137 Color Laser Printer	\$1,749.00	33. 2 Surv. Cameras/Tech Ctr?First Bankcard	\$1,390.00		
34. YOGA 2 Pro with 2nd AC adapter	\$1,288.98	34. 2 Time Clocks -Time Management Sys.	\$3,245.00		
35. HS Kitchen Terminal-Computer	\$1,738.00	35. Carpet Plus Bargain Barn	\$10,984.90		
36. Surface Pro 128 GB & Cover	\$649.00				
37. BLDD Archetects	\$42,152.39				
38. Piper Jaffrey-legal fee	\$1,000.00				

## Job Description – Red Oak Community Schools

**JOB TITLE:** Lead Custodian

**REPORTS TO:** Director of Maintenance/Transportation/Operations

**FLSA STATUS:**  Full Time                     Part Time  
                   Hourly                          Salary

**DATE REVISED:** February 2016

**BASIC FUNCTION:** The job of “Lead Custodian” is for the purpose of providing housekeeping and maintenance to indoor and outdoor facilities at a standard that will insure a safe, attractive, efficient and clean environment for the students of the Red Oak Community Schools. Incumbent may be required to assist other crafts as requested.

### ESSENTIAL FUNCTIONS:

- *Provide training & leadership to custodial staff in his/her assigned building*
- *Supervise 2<sup>nd</sup> shift custodial staff during the entire year. Ability to communicate (written/verbal) with evening custodial staff important information or updates from Director of Operations or other school officials*
- *Develop and assign work areas within the building in cooperation with Director of Maintenance/Transportation/Operations*
- *Perform cleaning evaluations on each custodian in his/her assigned area every morning; report findings to Director of Maintenance/Transportation/Operations*
- Instructs substitute custodians when regular staff is absent
- Be in the assigned building at all times except when custodial responsibilities require assistance in other areas; notify the office when it is necessary to be out of the building
- Assume responsibilities for opening building and turning on lights
- Responsible for raising and lowering the United States flag
- Maintains inventory of custodial supplies
- Monitors maintenance to custodial equipment and requests repair/replacement as necessary
- Makes minor repairs to carpentry, masonry, plumbing, heating and electrical systems such as but not limited to faucet repairs, drain repairs, flush valves, thermostats, switches, receptacles, light ballasts, etc., as well as locking devices, student lockers, doors & windows and reporting larger or more difficult maintenance items to Director of Maintenance/Transportation/Operations
- Must be able to work from ladders of various heights
- Operates folding bleachers where applicable for setup of athletic or other events
- Manages operations of heating plants within assigned building which includes but not limited to addition of chemicals to boiler systems, recording of pressures and temperatures, filling and draining systems, weekly blow down of steam boilers, prepares boilers for summer inspections, monitoring automated temperature controls (where applicable) and minor troubleshooting from repairs
- Performs preventative maintenance tasks such as but not limited to filter changing, greasing, lubricating and replacement of belts on mechanical equipment such as but not limited to fans, blowers, compressors, motors, air conditioning & refrigeration equipment and pumps along with other related equipment
- Responsible for snow removal around building entrances & sidewalks
- Inspects building for vandalism and files appropriate reports with police and building secretary
- Loads/unloads food service transport vehicles
- Provides supervisory coverage during lunch period in cafeteria

- Has understanding of building fire alarm systems and assists building staff with emergency & fire drills as necessary
- Communicates regularly with building principal
- Empties trash receptacles in assigned area daily; cleans and sanitizes all receptacles as necessary; removes trash from building and place in dumpsters outside of building
- Dust mops tiled floors daily; sweep up debris
- Spot mops resilient floors in classrooms and hallways as needed; wet mops/auto-scrubs entire floor when necessary
- Operates auto-scrubber in halls and corridors
- Burnishes floors when necessary
- Vacuums carpets and entry mats throughout assigned area regularly
- Cleans whiteboards/chalkboards daily as well as rails
- Cleans and polishes all sinks in assigned area daily using cleansers and sanitizers
- Cleans and sanitizes fixtures in all restrooms in assigned area daily including toilets, stall partitions, sinks, urinals, faucets, flush valves, dispensers and vents
- Sanitizes restrooms floors daily
- Dusts window ledges and surfaces weekly
- Washes desktops and removes graffiti as needed
- Spot cleans windows and door glass daily
- Changes light bulbs as necessary and wipes out lens covers
- Performs all tasks related to summer cleaning which includes but not limited to; stripping floor wax, shampooing carpets, cleaning building furniture, washing walls, windows and blinds, recoating floors with wax and polishing of floors
- Sets up or assists with setup and tear down for extra building functions
- Secures building doors and windows in assigned area
- Knowledge of sports equipment and facility needs
- Capable of representing the school in a professional manner
- Conduct an on-going program of general maintenance (ie. replacing ceiling tile, tightening screws in desks, chairs, and door closures, replacing light bulbs, doing minor plumbing and electrical repairs, cleaning/changing filters, and checking motors/belts on unit ventilators.)
- Follow district procedures for clean-up of vomit and other body fluids
- Clean locker and weight room. Clean and disinfect shower area on a weekly basis (if applicable to your school)
- Help unload commodities
- Clean and maintain the auditorium stage as needed
- After lunch has been served clean and mop the dining area
- Cooperate with and work in a courteous manner with co-workers and other personnel
- Dress appropriately for the position and work required
- Maintain confidentiality in the school operation
- Conduct periodic inspections and tests of all electrical installations in the school to ensure they are safe and operational
- Interact in a friendly manner and on a daily basis with parents, volunteers, visitors and students.
- Other duties as may be assigned

#### **QUALIFICATIONS:**

In order to perform this job successfully, an individual must be able to perform each essential duty in a satisfactory manner. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- **Experience Required:** High School diploma or general education degree (GED) and one year of job related experience in general housekeeping maintenance or related field.
- **Skills** to operate hand and powered equipment used in housekeeping maintenance along with other custodial functions and perform basic math to calculate measurements, quantities, etc..
- **Knowledge** of methods and use of materials, tools and equipment used in general housekeeping maintenance functions while applying standards for safe use of equipment.
- **Ability** to stand/walk or sit/ride for prolonged periods and frequently climb, stoop, kneel, crouch, crawl, push/pull and reach with arms. The employee must be able to talk/hear effectively with students, staff, faculty and the public, work independently with minimal supervision and with frequent interruptions, perform a variety of tasks, understand and carry out oral and written instructions. The employee must possess the desire to work cooperatively and collaboratively with co-workers, demonstrate initiative, be flexible as well as provide attention to detail. Significant physical abilities include lifting/carrying/pushing/pulling, reaching/handling/fingering, near visual acuity/depth perception. With the ability to work outdoors in harsh weather.
- **Licenses, Certifications, Bonding, and or Testing Required:** Valid Iowa Driver's License.

**LANGUAGE SKILLS:**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.

**REASONING ABILITY:**

Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form. Must be able to demonstrate good judgement in decision making and have a desire to seek proper counsel when in doubt.

**PHYSICAL REQUIREMENTS:**

1. In an eight-hour day employee may:

- |               |                               |   |                                  |   |
|---------------|-------------------------------|---|----------------------------------|---|
| a. Stand/Walk | <input type="checkbox"/> None | <input type="checkbox"/> 1-4 hrs            | <input type="checkbox"/> 4-6 hrs | <input checked="" type="checkbox"/> 6-8 hrs |
| b. Sit        | <input type="checkbox"/> None | <input type="checkbox"/> 1-3 hrs            | <input type="checkbox"/> 3-5 hrs | <input checked="" type="checkbox"/> 5-8 hrs |
| c. Drive      | <input type="checkbox"/> None | <input checked="" type="checkbox"/> 1-3 hrs | <input type="checkbox"/> 3-5 hrs | <input type="checkbox"/> 5-8 hrs            |

2. Employee may use hands for repetitive:

- Single Grasping    Pushing & Pulling    Fine Manipulation

3. Employee may use feet for repetitive movement as in operating foot controls:

- Yes    No

4. Employee may need to:

- |                 |  |                                       |                                     |
|-----------------|--|---------------------------------------|-------------------------------------|
| a. Bend         | <input checked="" type="checkbox"/> Frequently | <input type="checkbox"/> Occasionally | <input type="checkbox"/> Not at all |
| b. Squat        | <input checked="" type="checkbox"/> Frequently | <input type="checkbox"/> Occasionally | <input type="checkbox"/> Not at all |
| c. Climb Stairs | <input checked="" type="checkbox"/> Frequently | <input type="checkbox"/> Occasionally | <input type="checkbox"/> Not at all |
| d. Lift         | <input checked="" type="checkbox"/> Frequently | <input type="checkbox"/> Occasionally | <input type="checkbox"/> Not at all |

5. Lifting:

Sedentary Work: Lift or move 10 pounds occasionally with frequent sitting and occasional standing/walking

Light Work: Lift or move 20 pounds occasionally with occasional sitting and frequent standing/walking.

Medium Work: Lift or move 50 pounds occasionally, 25 pounds frequently with Occasional sitting and frequent standing/walking.

Medium Heavy Work: Lift or move 75 pounds occasionally, 35 pounds frequently with occasional sitting and frequent standing/walking.

Heavy Work: Lift or move 100 pounds occasionally, 50 pounds frequently with occasional sitting and frequent standing/walking.

6. Environmental Exposure:

May be exposed to sun, rain, wind, snow

May be exposed to extreme heat or cold

May be exposed to confined spaces

May be exposed to heights of more than 6 feet

May be exposed to dust & dirt

May be exposed to chemically treated fluids

**WORKING CONDITIONS:**

1. Include extremes of temperature and humidity.
2. Hazards include stairs and communicable diseases.

**TERMS OF EMPLOYMENT:** Salary established in the collective bargaining agreement with the Red Oak Support Staff Association; work year to be established by the Board.

**EVALUATION:** Performance of this job will be evaluated annually in accordance with provisions of the collective bargaining agreement with the Red Oak Support Staff Association.

The statements contained herein describe the scope of the responsibility and essential functions of this position, but should not be considered to be an all-inclusive listing of work requirements. Individuals may perform other duties as assigned. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities to this job at any time.

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Supervisor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

I have received, read and understand the above job description and my responsibilities as an employee of the Red Oak Community School District.

**Signature of Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The Red Oak Community School District is an Equal Opportunity/Affirmative Action Employer. It is the policy of the Red Oak Community School District not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, marital status, national origin, religion, age, socio economic status or physical or mental disability in its programs, activities, or employment practices as required by the Iowa Code.

**RED OAK COMMUNITY SCHOOLS  
JOB DESCRIPTION**

**JOB TITLE:** Custodian

**REPORTS TO:** 1) Lead

2) Director of Maintenance/Transportation/Operations

**FLSA STATUS:**  Full Time       Part Time

Hourly       Salary

**Date Revised:** February 2016

**BASIC FUNCTION:** The job of "Custodian" is for the purpose of providing housekeeping and maintenance to indoor and outdoor facilities at a standard that will insure a safe, attractive, efficient and clean environment for the students of the Red Oak Community Schools.

Incumbent may be required to assist other crafts as requested.

**ESSENTIAL FUNCTIONS:**

- Be in the assigned building at all times except when custodial responsibilities require assistance in other areas, notify the office when it is necessary to be out of the building
- Assume responsibilities for opening building and turning on lights
- Responsible for raising and lowering the United States flag
- Provide training & leadership to custodial staff in his/her assigned building
- Instructs substitute custodians when regular staff is absent
- Maintains inventory of custodial supplies
- Monitors maintenance to custodial equipment and requests repair/replacement as necessary
- Makes minor repairs to carpentry, masonry, plumbing, heating and electrical systems such as but not limited to faucet repairs, drain repairs, flush valves, thermostats, switches, receptacles, light ballasts, etc., as well as locking devices, student lockers, doors & windows and reporting larger or more difficult maintenance items to Director of Maintenance/Transportation/Operations
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- Performs preventative maintenance tasks such as but not limited to filter changing, greasing, lubricating and replacement of belts on mechanical equipment such as but not limited to fans, blowers, compressors, motors, air conditioning & refrigeration equipment and pumps along with other related equipment
- Responsible for snow removal around building entrances & sidewalks
- Inspects building for vandalism and files appropriate reports with police and building secretary
- Loads/unloads food service transport vehicles
- Has understanding of building fire alarm systems and assists building staff with emergency & fire drills as necessary
- Communicates regularly with building principal
- Empties trash receptacles in assigned area daily; cleans and sanitizes all receptacles as necessary; removes trash from building and place in dumpsters outside of building
- Dust mops tiled floors daily; sweep up debris



- Spot mops resilient floors in classrooms and hallways as needed; wet mops/auto-scrubs entire floor when necessary
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- Burnishes floors when necessary
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- Secures building doors and windows in assigned area
- Knowledge of sports equipment and facility needs
- Capable of representing the school in a professional manner
- Conduct an on-going program of general maintenance (ie. replacing ceiling tile, tightening screws in desks, chairs, and door closures, replacing light bulbs, doing minor plumbing and electrical repairs, cleaning/changing filters, and checking motors/belts on unit ventilators)
- Follow district procedures for clean-up of vomit and other body fluids
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Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.

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- Single Grasping    Pushing & Pulling    Fine Manipulation

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- |                 |  |                                       |                                     |
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**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Supervisor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Signature of Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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### Managed Services Comparison

	HTS	RTI	Sterling	TSS
Monthly Fee	\$1,121.00	\$1,000.00	\$1,500.00	\$4,153.75
Network Discovery -1 time fee	\$2,500.00	\$0.00	\$0.00	\$6,775.00
Prepaid hrs.	100 @ \$110/hr \$11,000	\$0.00	\$0.00	\$0.00
Virtualization Software	N/A	\$6,284.71 for 3- year license	N/A	N/A
Equipment *Contract requires replacement of 4-yr. old servers	N/A	\$27,151.65	N/A	N/A
Installation & configuration of hardware & VMWare	N/A	\$3,500.00	N/A	N/A
Initial Cost	\$14,621.00	\$35,436.36	\$1,500.00	\$10,928.75
Hourly rate beyond scope of agreement	Included in prepaid hrs. \$110/hr	Regular business hours: \$150/hr Nights, Weekends, Holidays: \$200/hr	Tier 1: \$65/hr Tier 2: \$90/hr Tier 3: \$145/hr	\$92/hr



RIVERSIDE TECHNOLOGIES, INC.

Riverside Technologies, Inc.  
748 North 109<sup>th</sup> Court  
Omaha, NE 68154

## Terms of Agreement

This Agreement between **Red Oak Community Schools** and Riverside Technologies, Inc., **is effective upon the date signed and shall remain in force for a period of 12 months (12 months)**. There will be a quarterly review to address any necessary adjustments or modifications. Should adjustments or modifications be required that may increase the monthly fees paid for the services rendered; these changes will be reviewed and amended in writing. The Service Agreement automatically renews for a subsequent one year (1 year) term beginning on the day immediately following the end of the Initial Term, unless terminated at any time by either party upon (30) days written notice in accordance with the provisions set forth herein.

If either party terminates this Agreement, with appropriate notice as set forth above, Riverside Technologies, Inc. will assist Red Oak Community Schools in the orderly termination of services, including timely transfer of the services to another designated provider. Red Oak Community Schools agrees to pay Riverside Technologies the actual costs of rendering such assistance.

**If Red Oak Community Schools decides to discontinue their relationship with Riverside Technologies or become an inactive customer, RTI will adhere to the privacy policies and practices as described in this notice.**

## Fees and Payment Schedule

Fees will be invoiced to Red Oak Community Schools on a monthly basis **\$1,000**, and will become due and payable on the first day of each month. Services will be suspended if payment is not received within 30 days following date due. Refer to Appendix B for services covered by the monthly fee under the terms of this Agreement.

*It is understood that any and all Services requested by Red Oak Community Schools that fall outside of the terms of this Agreement will be considered Projects. They will be quoted, approved by authorized personnel, and billed as separate, individual Services. The standard billed rate is \$100/ hr.*

### ***Limitation of Liability***

In no event shall Riverside Technologies, Inc. be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

## **Additional Maintenance Services**

### ***Hardware/System Support***

Riverside Technologies shall provide support of all hardware and systems specified in Appendix B, provided that all Hardware is covered under a currently active Vendor Support Contract and all Software is genuine, currently licensed and vendor-supported. Should any hardware, systems or software fail to meet these provisions, they will be excluded from this Service Agreement. Should 3<sup>rd</sup> Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Red Oak Community Schools after first receiving the Red Oak Community Schools authorization to incur them.

### ***Virus Recovery for Current, Licensed Antivirus protected systems***

Attempted recovery from damages caused by virus infection not detected and quarantined by the latest Antivirus definitions is covered under the terms of this Agreement. **This Service is limited to those systems protected with a currently licensed, Vendor-supported and provided Antivirus solution.**

### ***Monitoring/Notification Services***

Riverside Technologies will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. Riverside Technologies will provide an e-mail and / or text notification to the Red Oak Community Schools regarding server interruptions **as designated by Red Oak Community Schools**. Riverside Technologies will provide monthly reports as well as document critical alerts, scans and event resolutions to Red Oak Community Schools. Should a problem be discovered during monitoring, Riverside Technologies shall make every attempt to rectify the condition in a timely manner remotely. If Red Oak Community Schools requests action to be taken outside of normal business hours see emergency service rates under the provisions of Appendix B.

## **Suitability of Existing Environment**

### ***Minimum Standards Required for Services***

In order for Red Oak Community Schools existing environment to qualify for Riverside Technologies' Managed Services, the following requirements must be met:

All Servers must be running Microsoft Windows Operating Systems - 2008 Server or later

All Servers have all of the latest Microsoft Service Packs and Critical Updates installed

All Desktop PC's and Laptops running Microsoft Windows Operating Systems Windows 7 or later

All PC's / Laptops must have the latest Microsoft Service Packs and Critical Updates installed

Maintenance of Applications software packages, whether acquired from Riverside Technologies or any other source unless as specified in Appendix B  
Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B  
Training Services of any kind

#### **Alterations to Services or Equipment**

If Red Oak Community Schools alters any Services or Equipment conducted by Riverside Technologies without the express written consent of Riverside Technologies, Red Oak Community Schools does so at its own risk and expense. Riverside Technologies shall not be liable or responsible for problems created as a result of Red Oak Community Schools alteration of Services, Equipment and/or network or system. If Red Oak Community Schools wishes Riverside Technologies to correct or fix its alterations or problems relating thereto, such Services by Riverside Technologies will be considered a new project and Red Oak Community Schools agrees that the same terms and conditions set out in this Agreement shall apply.

#### **Obligation to Back-up Software**

Recovery coverage assumes data integrity on the Red Oak Community Schools backup media. Riverside Technologies does not guarantee the integrity of the backups or the data stored on the backup media. Under this coverage Riverside Technologies will restore the server to the point of the last successful backup. If the server or its applications require additional configuration beyond the data provided by the latest backup, Riverside Technologies will bill this portion at its standard Time and Materials rates.

#### **Reimbursement for Supplies**

On occasion, Riverside Technologies may need to purchase spare parts, other equipment, supplies, accessories or software; in that case, Red Oak Community Schools shall be responsible to and agrees to reimburse Riverside Technologies for all such costs or expenses incurred under this project. No purchases will be made without prior Red Oak Community Schools approval.

#### **Red Oak Community Schools Warranty regarding Software Licensing**

Red Oak Community Schools warrants that all software it provides to Riverside Technologies for installation, configuration or use in any way, has been legally obtained and is properly licensed. Red Oak Community Schools further warrants that it has legally purchased sufficient number of copies of such software and that it has not violated any licensing laws.

Riverside Technologies has no knowledge regarding licensing of software provided to it by Red Oak Community Schools and Red Oak Community Schools indemnifies Riverside Technologies for any installation, configuration or use of such software. Red Oak Community Schools understands and acknowledges that that it shall be solely responsible and liable for all licensing and purchasing of software.

Any controversies arising out of or relating to this Agreement or the interpretation, performance or breach thereof shall be settled by binding arbitration in Nebraska. Judgment upon any award rendered by the arbitrator(s) may be entered and enforced in any court having jurisdiction. This constitutes the entire Agreement between Red Oak Community Schools and Riverside Technologies for monitoring/maintenance/service of all equipment listed in "Appendix B."

Nebraska law shall govern the construction, validity, and interpretation of this Agreement and the performance of its obligations.

Riverside Technologies is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

**Acceptance of Service Agreement**

This Service Agreement covers only those services and equipment listed in "Appendix B." Riverside Technologies must deem any equipment/services Red Oak Community Schools may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in "Appendix B" at the signing of this Agreement, if acceptable to Riverside Technologies, shall result in an adjustment to the Red Oak Community Schools monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

\_\_\_\_\_  
Name - Riverside Technologies

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name - Red Oak Community Schools

\_\_\_\_\_  
Date



Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 <sup>rd</sup> Party (Vendor) Support Engineers to resolve the most complex issues.
----------------	--

Support Request is Received  
 Trouble Ticket is Created  
 Issue is Identified and documented in Help Desk system  
 Issue is qualified to determine if it can be resolved through Tier 1 Support

**If issue can be resolved through Tier 1 Support:**

Level 1 Resolution - issue is worked to successful resolution  
 Quality Control –Issue is verified to be resolved to Red Oak Community Schools satisfaction  
 Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

**If issue cannot be resolved through Tier 1 Support:**

Issue is escalated to Tier 2 Support  
 Issue is qualified to determine if it can be resolved by Tier 2 Support

**If issue can be resolved through Tier 2 Support:**

Level 2 Resolution - issue is worked to successful resolution  
 Quality Control –Issue is verified to be resolved to Red Oak Community Schools satisfaction  
 Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

**If issue cannot be resolved through Tier 2 Support:**

Issue is escalated to Tier 3 Support  
 Issue is qualified to determine if it can be resolved through Tier 3 Support

**If issue can be resolved through Tier 3 Support:**

Level 3 Resolution - issue is worked to successful resolution  
 Quality Control –Issue is verified to be resolved to Red Oak Community Schools satisfaction  
 Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

SQL server management	As needed	YES
Reboot servers if needed	Monthly	YES
Run defrag on all drives	Daily	YES
Scheduled off time server maintenance (after hours)	Monthly	YES
Install supported server software upgrades	As needed	YES
Set up and maintain groups / Active Directory	As needed	YES
Check status of backups	Daily	YES
Alert Red Oak Community Schools to dangerous conditions - Memory running low - Hard drive showing sign of failure - Hard drive running out of disk space - Controllers losing interrupts - Network Cards report unusual collision activity	Monthly	YES
Address files issues (deleted files, corrupted files, etc.)	As needed	YES
Clean and prune directory structure, keep efficient and active	As needed	YES

**Disaster Recovery**

Disaster Recovery of Server(s)	As Needed	YES
--------------------------------	-----------	-----

**Network**

Check router logs	As needed	YES
Performance Monitoring/Capacity Planning	Ongoing	YES
Monitor switches, and internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	Ongoing	YES
Maintain office connectivity to the Internet	Ongoing	YES

**Security**

Check firewall logs	As needed	YES
---------------------	-----------	-----

Scanning Devices	If Supported	YES
Manufacturing / Devices on the Network	If Supported	NO

### Appendix B (continued)

Labor	Rate
Remote PC Management/Help Desk 8am-5pm M-F	N/A
Remote Server Management 8am-5pm M-F	INCLUDED
Remote Network Management 8am-5pm M-F	INCLUDED
Remote Network Devices and Printers 8am-5pm M-F	INCLUDED
24x7x365 Network Monitoring	INCLUDED
Lab Labor 8am-5pm M-F	INCLUDED
Onsite Labor (if deemed necessary by RTI) 8am-5pm M-F	INCLUDED
Remote PC Service and Support/Help Desk billed in 1/2 hour increments 5pm - 8am M-F	\$ 150 / hour
Remote Printer Management billed in 1/2 hour increments 5pm - 8am M-F	\$ 150 / hour

### **Disaster Recovery Guarantee**

Riverside Technologies guarantees in the event of a hardware failure, an OS security exploitation, or a server-side virus infection that you will not be billed for the labor required to restore your server to the point provided by the last good and available backup. Furthermore, the customer reserves the right to request that the disaster recovery service be delivered during business hours, nights, and/or weekends. Riverside Technologies will attempt to the best of its available resources to meet the customer's scheduling requests.

### **Scheduled Maintenance Windows**

Riverside Technologies will regularly install patches and critical updates to your server to help ensure that you are guarded against the latest vulnerability threats. For many of these updates to be installed properly your server must be restarted. Riverside Technologies will restart your servers, as necessary, between our regular maintenance window of 11PM and 4AM Sunday through Saturday. If the expected downtime is greater than 15 minutes then Riverside Technologies Managed Services staff will contact you to inform you of the outage. You reserve the right to request that Riverside Technologies reschedule the outage to align with your business needs.

### **Qualifications**

In order to qualify for Riverside Technologies Disaster Recovery Coverage, your environment must comply with the following requirements:

#### **Initials**

\_\_\_\_\_ **All Servers must be running Microsoft Windows Operating Systems - 2008 Server or later**

\_\_\_\_\_ All Servers have all of the latest Microsoft Service Packs and Critical Updates installed

\_\_\_\_\_ **All Desktop PC's and Laptops running Microsoft Windows Operating Systems 7 Pro or later**

\_\_\_\_\_ All PC's / Laptops must have the latest Microsoft Service Packs and Critical Updates installed

\_\_\_\_\_ All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported

\_\_\_\_\_ Must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored and send notifications on job failures and successes

\_\_\_\_\_ The environment must have a currently licensed, Vendor-Supported Firewall between the Internal \_\_\_\_\_ Network and the Internet

\_\_\_\_\_ Infrastructure equipment is protected by a UPS

\_\_\_\_\_ All Wireless business data traffic in the environment must be securely encrypted

\_\_\_\_\_ There must be an outside static IP address assigned to a network device, allowing RDP and/or VPN access

\_\_\_\_\_ Servers are ONLY administered by Riverside Technologies personnel

\_\_\_\_\_ All Hardware replaced must be under Manufacturer Warranty or will be quoted and approved accordingly



**Riverside Technologies, Inc**  
 105 Gateway Drive  
 PO Box 1547  
 N. Sioux City SD 57049

RTI Account Mgr: **Matt Collins**  
 Direct Tel: 866-804-4388 ext. 1044  
 Email: [mcollins@riversidetechnologies.com](mailto:mcollins@riversidetechnologies.com)  
 Direct Fax: 866-812-6370

**Name:** Red Oak Schools  
**Contact:** Bob Deter  
**Address:** 2011 N. 8th Street  
 City: Red Oak, IA 51566  
 Phone:  
 E-mail: [deterb@roschools.com](mailto:deterb@roschools.com)

**Quote #:** WQ62945999, WQ62946003, SWS10031133  
**Date Requested:** 2/5/2016  
**Quote Expires:** 2/29/2016

Qty	Part #	Description	Unit Price	Ext. Price
2	DL380-G9	HP DL380-G9: 2 x E5-2630v3 CPUs, 128GB Memory, RAID controller, 5 x 900GB-10K (RAID 5) HDDs, app 3.2TB usable, 2 x PS, SDRAM for VMW, Rails, NBD 3yr Support	\$ 8,481.88	\$ 16,963.76
1	DL380-G9	HP DL380-G9: 2 x E5-2630v3 CPUs, 128GB Memory, RAID controller, 8 x 900GB-10K (RAID 1_0) HDDs, app 3.2TB usable, 2 x PS, SDRAM for VMW, Rails, NBD 3yr Support	\$ 10,187.89	\$ 10,187.89
1	VMW + Support	Academic VMware vSphere 6 Essentials Plus Kit: for 3 hosts (Max 2 processors per host) EA, Includes 1 yr support	\$ 3,784.71	\$ 3,784.71
1	RTI_Install_Svcs	On-site Installation and configuration of hardware and VMW, SOW to follow	\$ 3,500.00	\$ 3,500.00
		<b>NOTES:</b>		
		<i>On-site installation/configuration services do not include data migration. This will be provided remotely under the RTI MSP contract.</i>		
		<i>Offer not valid without Managed Services Contract for minimum of 1 year</i>		

Sale Amount **\$34,436.36**

**TOTAL \$34,436.36**



# Heartland Technology Solutions

## WorryFree IT

Red Oak Community School District  
 Bob Deter  
 2011 N 8th

**Quote#** AAAQ77966  
**Date** 01/14/16  
**Sales Rep.** JHicks

Red Oak IA 51566

Description	Qty	Unit Price	Ext. Price
MONTHLY FEE: WorryFree Server -Monitoring & Alerts -Automated Remote Alert Remediation -Patch Management -Drive Space Utilization -Anti-Virus/Anti-Spam -AppCare Services	19	\$59.00	\$1,121.00
Pre-Paid Block Hours	100	\$110.00	\$11,000.00
<b>Total due to begin services</b>			<b>\$12,121.00</b>

Terms and Conditions Apply: These services renew automatically unless cancelled in writing. The Client has read, signed and understand both this Agreement and the HTS Terms and Conditions Agreement, and acknowledges such by the signature below. All WorryFreeIT Managed Services are prepaid. The total due before WorryFreeIT Services can begin is the Assessment & Setup Fee and first month's payment. Following the successful completion of the network assessment, setup fee, and first monthly payment WorryFreeIT network management services will be set up and implemented

Customer Signature	Date	HTS Representative	Date
--------------------	------	--------------------	------

Your signature signifies acceptance of this quote as presented as well as HTS Terms and Conditions, HTS Cloud Services Terms and Conditions & Block Labor Agreement. Please mark through and initial any deletions and write in any additions or changes. HTS Terms and Conditions can be found at [www.heartlandtechnologies.com/agreement](http://www.heartlandtechnologies.com/agreement)



**Making IT Happen**  
Heartland Technology Solutions

**QUOTE**  
AAAQ77888

Western Iowa  
Ph 712-235-3619  
Fax 844-273-9436

Central Iowa  
Ph 515-233-4807  
Fax 844-273-9436

Eastern Nebraska  
Ph 402-933-1688  
Fax 844-273-9436

NE Oklahoma  
Ph 918-687-3161  
Fax 844-273-9436

Central Kansas  
Ph 316-283-0208  
Fax 844-273-9436

SW Missouri  
Ph 417-623-5553  
Fax 844-273-9436

NW Missouri  
Ph 866-229-4354  
Fax 844-273-9436

**Quoted To:**

Red Oak Community School District  
Bob Deter  
2011 N 8th  
Red Oak, IA 51566

**Date** Jan 6, 2016

**Salesperson** JHicks

**P.O. Number**

**Terms** Net 20 UPS GROUND

**Phone** (712) 370-6615 **Fax**

Description	Unit Price	Qty	Ext. Price
Labor to complete inventory assessment on network environment including software, servers, switches, routers and firewalls.	\$2,500.00	1	\$2,500.00

Your signature signifies acceptance of this quote as presented as well as HTS Terms and Conditions, HTS Cloud Services Terms and Conditions & Block Labor Agreement. Please mark through and initial any deletions and write in any additions or changes. HTS Terms and Conditions can be found at [www.heartlandtechnologies.com/agreement](http://www.heartlandtechnologies.com/agreement)

**Subtotal** \$2,500.00

**Shipping/Handling** \$0.00

SALES TAX NOT INCLUDED ON THIS QUOTE

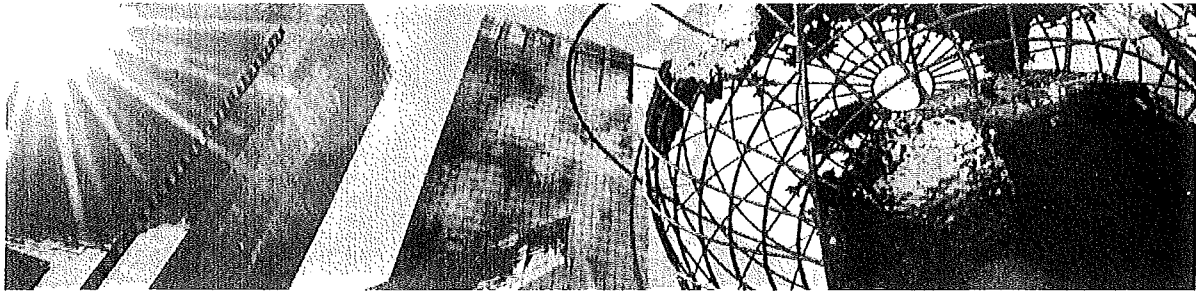
Name \_\_\_\_\_ Date \_\_\_\_\_

**PRICES SUBJECT TO CHANGE**

Any service or support provided that is not specifically mentioned will be provided at our normal hourly rate for such services. Warranty coverage is limited to manufacturers warranty and may cover only depot service on your equipment. Data transfer or recovery is not included under manufacturers warranty. **MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKING.** Equipment billed on receipt at HTS. Service billed separately.

**Our new WorryFree IT service continuously monitors your networks performance and alerts us of problems using advanced monitoring tools. Then the HTS Support team can proactively respond when a problem occurs to resolve it. Single Server prices start at just \$74 per month.**

# Sterling Professional Services



## Red Oak Community Schools IT Managed Services

02/05/2016





#### 4. Cost Schedule

Fees will be charged once per quarter at the beginning of the service level agreement. If, during the fiscal year, there is an increase or decrease in the number of servers, hours or type of service provided, the bill will be adjusted. Items not covered in this SLA are subject to additional published hourly Time & Materials (T&M) charges. Significant changes will be noted, and a revised SLA and/or estimate will be issued to the requesting customer. At least quarterly, a service report will be provided to the Customer by the Sterling Account Manager. For billing and administrative questions or issues, the Customer may contact their assigned Sterling Account Manager.

#### 5. Communication

To make a Service Request or report an Incident, the Customer must create a ticket in the Sterling Help Desk ticketing system. Please provide information that the report is for a Managed Support Customer. One of the following methods may be used for creating a ticket:

1. Submit a request online using the Sterling Help Desk System
2. Send an email to [managed.services@sterlingcomputers.com](mailto:managed.services@sterlingcomputers.com)
3. Contact the Sterling help desk via phone 605.242.4020

*When calling outside of regular business hours, a voicemail can be left or, where applicable, it is possible to follow phone prompts to be connected to an after-hours operator. Be sure to provide your name, department, that you are Managed Server Support customer. This information will allow the operators to more quickly identify and look up the correct person to escalate the call to.*

A **Service Request** means any request made by a customer to the Sterling Managed Services team for routine operational support. During normal business hours, Service Requests will be responded to within one (1) business day after notification to the service provider. Service Request changes will be made during normal business hours. Requests made after normal business hours may not be responded to until the following business day.

An **Incident** means any interruption of the normal function of the equipment where it is severely malfunctioning. During normal business hours, Incidents will be responded to within four (4) hours after notification to the service provider.



be proportional to the confidentiality, integrity, and availability requirements of the data processed by the system. Sterling Computers will not be held liable for loss or compromise of data due to improper data security controls.

## 10. Responsibilities

**Sterling Computers' responsibilities in support of this agreement include:**

### **Servers**

1. Advanced Performance Monitoring
2. Key Application Maintenance (ie. SQL, Exchange)
3. Preventative Maintenance
4. Managed Antivirus
5. Managed Backup (Local)
6. Windows Update/Patch Management
7. 3<sup>rd</sup> Party Software Patch Management
8. License & Asset Management

### **Network Devices**

1. Firewall Management & Tier One support
2. Router Monitoring/Management & Tier One support
3. Switch Monitoring/Management & Tier One support
4. Quarterly network review
5. Firewall monthly Vulnerability/Compliance testing & reporting

In order to protect the interests and assets of Red Oak Community School District, Sterling Computers may be required to render services beyond those described in this document. Such additional support is provided at the discretion of Sterling Computers with Customer consultation. This work may result in additional charges.

Please see Section 12 for covered equipment

## 11. Sterling Service Levels

### **Sterling Service levels include:**

1. Operational support with no reasonable risk of causing disruption of a service will take place during normal business hours, M-F, 8 a.m. – 5 p.m.
2. Generating a case in the Sterling Help Desk ticketing system is the preferred method of contact. Customers will receive an automated response with a case number for follow-up reference. Other forms of contact may affect Sterling Computers' ability to respond in a timely manner.
3. After-Hours requests for support and emergency support will be fulfilled on a best-effort basis. Priorities will be determined by Sterling Computers staff based on urgency and level of impact.
4. Occasionally, it is necessary for Sterling Computers' staff to escalate a problem to another entity, such as Microsoft. In these instances, Sterling Computers' staff cannot guarantee the response time of the other entities. Sterling Computers' staff will continue to act as the contact point for cases that require support from an outside department.
5. Sterling Computers will prioritize and process incoming incident requests if it meets any one of the following criteria within covered service hours: *Sterling Computers' Staff response to priority requests or incidents may delay response to other requests.*
  - Number of people affected.
  - Percentage of total tasks that can no longer be performed by individuals.
  - Academic and Administrative Calendar deadlines.
  - Impact on course delivery.
  - Risk to safety, law, rule, or policy compliance.



13. Acceptance of Proposal

IN WITNESS WHEREOF, Red Oak Community Schools and Sterling Computers have caused this SLA to be signed and delivered by their duly authorized representatives as of the date of last signature below (the "Effective Date").

By signing this document all parties are responsible for the terms and conditions within this agreement.

<b>Red Oak Community Schools</b>	<b>Sterling Computers</b>
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

This data, furnished in connection with this quotation, shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that, if a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use the information contained in the data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets marked with the following legend: 'Use or disclosure of the data on this sheet is subject to the restriction on the title page of this proposal'



525 Iowa AVE, PO Box 504, Essex, IA 51638  
 t. 712.379.3700 f. 712.379.3008

# QUOTE

Number TSSQ1250

Date Feb 8, 2016

<b>Sold To</b>	<b>Ship To</b>	<b>Your Sales Rep</b>
<b>Red Oak School District</b> Bob Deter 2011 N. 8th Street Red Oak, IA 51566	<b>Red Oak School District</b> Bob Deter 2011 N. 8th Street Red Oak, IA 51566	<b>sabrinaj</b>  712-379-3700 sabrinaj@tsslnc.com
<b>Phone</b> 712-623-6000 <b>Fax</b>	<b>Phone</b> 712-623-6000 <b>Fax</b>	

So we took a slightly different approach on this proposal based upon a couple of things:

- 1 - There are a lot of unknowns in the network both to you and new vendors
- 2 - You said that most things are working fairly well
- 3 - School is in session

This proposal works around the above items and covers your immediate needs right now, yet allowing for those unknown variables. Rather than jump in and start changing a bunch of things from the go, this will do several things for you:

- 1 - Protect you from the start: we will install a bdr system that backs up every server hourly, and immediately replicates the backup offsite. This gives you a local backup for quick restores, and a remote backup for disaster recovery. We can restore to dissimilar hardware and perform P2V/V2V migrations. This is essential in your environment with virtual machines and clustering.
- 2 - We will monitor servers, firewall, and other critical network devices 24/7/365. Automated alerts will be sent immediately given any issues.
- 3 - We will provide day to day server maintenance including patching on all covered servers.

TSS, Inc will be available at a discounted rate of \$92/hour for any events or work needed outside the scope of our provided services.

We believe our plan will protect and service you now, yet give you time to develop a long term plan, and thus schedule any projects during a time when it is more convenient for you.

**Terms                      P.O. Number                      Ship Via**

Line	Qty	Description	Unit Price	Ext. Price
1		<b>TSS, Inc. Managed Services</b>		
2	3	Server Management Support Plan: -Unlimited Phone Support -Unlimited Remote Control Support -Service Availability Monitoring Maintenance -Microsoft Patch Management -Event Log Monitoring -Log File Maintenance -Drive Space Monitoring -Printer Setting Management -Quarterly On-Site Maintenance Security -User Account Administration -File Sharing Permission Administration		

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF

including but not limited to all expenses of any legal proceeding relating thereto and all reasonable attorneys' fees incurred in connection therewith.

Applicant hereby authorizes the release of business and personal credit information to our company, or its designee (and any assignee or potential assignee thereof) from any source including credit bureau reporting agencies and applicant's bank and trade references. By signing below, the undersigned individual who is either a principal of the credit applicant or a personal guarantor of its obligations, provides written instruction to our company, or its designee (and any assignee or potential assignee thereof) authorizing review of his/her personal credit profile from a national credit bureau.

Applicant hereby acknowledges that the signing of this quote updates and therefore replaces the Effective Date listed in Appendix A of any prior Managed Services Agreement between the parties to the date of this quote. Applicant further acknowledges that this quote shall become a part of said Appendix A of any existing Managed Services Agreement and shall modify the pricing listed in any existing Managed Services Agreement and incorporated appendices. All quotes are based on the three (3) year term of the Managed Services Agreement.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF

**FY 17 School Budget Draft Review: Concept Discussions – Authorization to Publish and Probable Action to adopt a Program Budget Resolution – School Business Manager Shirley Maxwell**

**Background Information:** Below are possible publication dates and hearing dates. The budget must be published at least 10 days and no more than 20 days before the public hearing. It is important to set these dates so we can begin to plan for the budget hearing.

Publication Date:	3/1/2016
Earliest Date Public Hearing Can Be Held	3/11/2016
Last Date Public Hearing Can Be Held	3/21/2016
Publication Date:	3/8/2016
Earliest Date Public Hearing Can Be Held	3/18/2016
Last Date Public Hearing Can Be Held	3/28/2016
Publication Date:	3/15/2016
Earliest Date Public Hearing Can Be Held	3/25/2016
Last Date Public Hearing Can Be Held	4/4/2016
Publication Date:	3/22/2016
Earliest Date Public Hearing Can Be Held	4/1/2016
Last Date Public Hearing Can Be Held	4/11/2016
Publication Date:	3/29/2016
Earliest Date Public Hearing Can Be Held	4/8/2016
Last Date Public Hearing Can Be Held	4/15/2016
Budget must be at the Court House by 4:00 p.m. on 4/15/2016	

At the time of writing this the legislators still have not agreed upon state supplemental aid. However we will present some scenarios for you to review and would appreciate your guidance on how to proceed. The tax levy rate will need to be determined before the budget can be published. As of the time of preparing this document we believe it will be in the district's best interest to publish with a 0 % state supplemental aid. If the legislators would adopt a higher % the Department of Management would adjust our budget accordingly. Publishing at 0% will give us the highest tax levy. Remember that a tax levy can always be adjusted to go down after publication, but it cannot be any higher than the amount published.

It is also in the district's best interest to adopt the following resolution.

***RESOLVED, that the Board of Directors of the Red Oak Community School District, will levy property tax for fiscal year FY 17 for the regular program budget adjustment as allowed under section 257.14, Code of Iowa.***

Related information provided by Shirley Maxell shows from the budget document:

**REGULAR PROGRAM DISTRICT COST CALCULATIONS**

	6,446		4.1	FY17 Regular Program District Cost Per Pupil (Line 2.3)
X	1,133.1	*	4.2	Budget Enrollment (Line 1.1)
=	7,303,963		4.3	FY17 Regular Program District Cost without Adjustment
	7,277,534		4.4	FY16 Regular Program District Cost (Line 4.3 - FY16 Aid & Levy)
X	1.01	**	4.5	101% Budget Adjustment
=	7,350,309		4.6	101% of FY16 Regular Program District Cost
-	7,303,963		4.7	FY17 Regular Program District Cost without Adjustment (Line 4.3)
=	46,346		4.8	FY17 Regular Program Budget Adjustment (if negative, enter zero)

Please allow the needed time to review budget hearing preparations information, examine different scenarios and address any questions from the Directors or questions from those in the audience.

**Suggested Board Action:** It is suggested the Directors approve the budget resolution as follows and to act on any other budget planning measures as recommended by the school business manager: **RESOLVED**, that the Board of Directors of the Red Oak Community School District, will levy property tax for fiscal year FY 17 for the regular program budget adjustment as allowed under section 257.14, Code of Iowa





DEDICATED INTERNET ACCESS (DIA) FIBER AGREEMENT

This Dedicated Internet Access (DIA) Fiber Agreement (the "Agreement") is entered into by and between Mediacom Iowa LLC 1 Mediacom Way, Mediacom Park, NY, 10918 ("Mediacom") and Red Oak Comm School Dist - 2011 N 8th St - 51566 2011 North 8th Street, Red Oak, IA 51566 ("Customer").

SERVICES: Pursuant to the terms of the Agreement and subject to the terms of the Fiber Internet Access Agreement General Terms (attached as Exhibit A to the Agreement) (the "General Terms") and of the Business Acceptable Use Policy (which can be viewed on Mediacom's website at http://www.mediacomtoday.com/baup) (the "BAUP"), Mediacom agrees to provide, and Customer agrees to purchase, for the Service Term specified below, access to the Internet via Mediacom's fiber optic network, and certain ancillary services directly related thereto, including the provision of 12 static IP address(es) (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 LOCATION: 2011 North 8th Street, Red Oak, IA 51566

TERMINATION LOCATION: Server Room

DEMARCATIION POINT: Mediacom's equipment at the Termination Location.

BANDWIDTH: FIBER 1 GIGABIT

FEES AND CHARGES: Customer agrees to pay the following fees and charges (collectively, the "Fees") for the Services:

Installation Fee:	\$500.00
Monthly Service Fee:	\$4,650.00

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").

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 end 60 months following the Turn-Up Date of July 1, 2016 (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 100 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, and the General Terms and BAUP, each of which is expressly incorporated by reference into the Agreement, and agrees to be bound by the terms thereof, effective as of 2/12/2016 (the "Effective Date").

Mediacom Iowa LLC

Red Oak Community School District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Senior Vice President, Mediacom Business

Title: \_\_\_\_\_

Signer's Email: \_\_\_\_\_

Signer's Email: \_\_\_\_\_

Notice Address: Mediacom Business Services

Notice Address: \_\_\_\_\_

1 Mediacom Way

\_\_\_\_\_

Mediacom Park, NY, 10918

City, State Zip \_\_\_\_\_

Attention: Nancy Tom

Attention: \_\_\_\_\_

Telephone: (845) 443-2600

Telephone: \_\_\_\_\_

Fax: (845) 698-4103

Fax: \_\_\_\_\_

## Fiber Internet Access 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 date on which Mediacom executes the Agreement, 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.** 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) Mediacom may immediately invoice Customer for all accrued Fees, and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

**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 13(i) 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. [INTENTIONALLY LEFT BLANK]**

**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.** 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. Governmental Entity.** (a) Mediacom acknowledges that, due to Customer's status as a governmental entity, Customer's ability to perform its payment obligations under the Agreement depends upon its receipt of certain federal, state, municipal or other governmental funding, as applicable ("Funding"). Customer agrees that it will use its commercially reasonable efforts to secure all necessary Funding to allow Customer to perform all such payment obligations. (b) Customer must provide written notice (the "Underfunding Notice") to Mediacom within three (3) business days after any discovery by Customer that, due to factors outside of the control of Customer, Customer will not receive adequate Funding, and has no additional available funds, to enable it to perform its payment obligations under the Agreement at any time during the remainder of the Term (such date of the provision of notice, the "Underfunding Notice Date"). The Underfunding Notice must (i) include a general description of the factors leading to the lack of adequate Funding and (ii) specify the date on which Customer reasonably expects it will become unable to perform its payment obligations under the Agreement (the "Projected Payment Failure Date"). Following the Underfunding Notice Date, either party may terminate the Agreement upon five (5) business days notice. Unless earlier terminated, the Agreement will automatically terminate on the Projected Failure Date unless (i) Mediacom and Customer have successfully renegotiated the terms of the Agreement, (ii) Customer has provided Mediacom with written notice that it has secured adequate Funding to enable it to perform its payment obligations under the Agreement for the remainder of the Term or (iii) Mediacom has provided Customer with written notice that it does not wish the Agreement to terminate.



Transparent LAN Service (TLS) NETWORK SERVICES AGREEMENT

This TLS Network Services Agreement (the "Agreement") is entered into by and between MCC Telephony, LLC 1 Mediacom Way, Mediacom Park, NY, 10918 ("Mediacom") and Red Oak Comm School Dist - 2011 N 8th St - 51566 2011 N 8th St, Red Oak, IA 51566 ("Customer").

SERVICES: Pursuant to the terms of the Agreement and subject to the terms of the TLS Network Services Agreement General Terms (attached as Exhibit A to the Agreement) (the "General Terms"), Mediacom agrees to provide, and Customer agrees to purchase, for the Service Term specified below, a transparent local area network service, consisting of point-to-point data connections between specified points of interconnection (each, a "Demarcation Point"), to be located at specified physical locations (each, a "Termination Location") at Customer's designated service locations (each, a "Service Location"), and certain Mediacom equipment to be installed at each Termination Location to establish the applicable Demarcation Point (collectively with any other related services described herein, the "Services").

SERVICE LOCATIONS: 2011 N 8th Street, Red Oak, IA 51566
900 Inman Drive, Red Oak, IA 51566
1101 North 3rd Street, Red Oak, IA 51566
308 East Corning Street, Red Oak, IA 51566
400 West 2nd Street, Red Oak, IA 51566
904 Broad Street, Red Oak, IA 51566

TERMINATION LOCATIONS: server room

DEMARICATION POINTS: Mediacom's equipment at each Termination Location.

BANDWIDTH: FIBER 1 GIGABIT AT EACH LOCATION

FEES AND CHARGES: Customer agrees to pay the following fees and charges (collectively, the "Fees") for the Services:

Table with 2 columns: Fee Name, Amount. Installation Fee: \$0.00; Monthly Service Fee: \$4,500.00

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 Demarcation Points (the "Turn-Up Date").

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 end 60 months following the Turn-Up Date of July 1, 2016 (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 100 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, 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 2/12/2016 (the "Effective Date").

MCC Telephony, LLC

Red Oak Community School District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Senior Vice President, Mediacom Business

Title: \_\_\_\_\_

Signer's Email: \_\_\_\_\_

Signer's Email: \_\_\_\_\_

Notice Address: Mediacom Business Services

Notice Address: \_\_\_\_\_

1 Mediacom Way,
Mediacom Park, NY, 10918

City, State Zip \_\_\_\_\_

Attention: Nancy Tom

Attention: \_\_\_\_\_

Telephone: (845) 443-2600

Telephone: \_\_\_\_\_

Fax: (845) 698-4103

Fax: \_\_\_\_\_



## TLS Network Services Agreement □ General Terms

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

**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) Customer will be responsible for all use and compatibility issues relating to the Services beyond the Demarcation Points.

(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 date on which Mediacom executes the Agreement, 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 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 each 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 Locations 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 each Service Location, and will provide reasonable access to each 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 each Service Location, (ii) to allow the provision of the Services and/or (iii) to allow installation of the Equipment and establishment of the Demarcation Points, 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 each 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 Locations (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 Points 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's facilities and networks (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 any of the Service Locations or the Termination Locations 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 used in connection with the provision of the Services 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 a **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.** 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) Mediacom may immediately invoice Customer for all accrued Fees, and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

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 (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, 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 or any Service Location, Termination Location or 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 during provision of the Services, 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(h) 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.** 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. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Governing Law.** The Agreement shall be governed by the laws of the State of organization of the Mediacom entity that executes the Agreement, without regard to or application of conflicts of law rules or principles.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. Governmental Entity.** (a) Mediacom acknowledges that, due to Customer's status as a governmental entity, Customer's ability to perform its payment obligations under the Agreement depends upon its receipt of certain federal, state, municipal or other governmental funding, as applicable ("Funding"). Customer agrees that it will use its commercially reasonable efforts to secure all necessary Funding to allow Customer to perform all such payment obligations. (b) Customer must provide written notice (the "Underfunding Notice") to Mediacom within three (3) business days after any discovery by Customer that, due to factors outside of the control of Customer, Customer will not receive adequate Funding, and has no additional available funds, to enable it to perform its payment obligations under the Agreement at any time during the remainder of the Term (such date of the provision of notice, the "Underfunding Notice Date"). The Underfunding Notice must (i) include a general description of the factors leading to the lack of adequate Funding and (ii) specify the date on which Customer reasonably expects it will become unable to perform its payment obligations under the Agreement (the "Projected Payment Failure Date"). Following the Underfunding Notice Date, either party may terminate the Agreement upon five (5) business days notice. Unless earlier terminated, the Agreement will automatically terminate on the Projected Failure Date unless (i) Mediacom and Customer have successfully renegotiated the terms of the Agreement, (ii) Customer has provided Mediacom with written notice that it has secured adequate Funding to enable it to perform its payment obligations under the Agreement for the remainder of the Term or (iii) Mediacom has provided Customer with written notice that it does not wish the Agreement to terminate.



SERVICE AGREEMENT

This Service Agreement is made by and between Mediacom Communications Corporation ("Mediacom") and the Customer below ("Customer").

Customer: Red Oak Community School District
Address: 904 Broad Street
City: Red Oak
State, Zip Code: IA, 51566-1974

Contact: Jeanice Lester
E-Mail: lesterj@roschools.com
Phone: 712-623-6600

This Agreement contains the terms for Customer's purchase and use of one or more services offered by Mediacom, or one or more of its affiliates. Subject to the terms of this Agreement, Customer agrees to purchase from Mediacom the available Mediacom service(s) marked with an "X" on the following list (such selected service(s) being referred to individually as a "Service" and, if more than one, collectively as the "Services") of as may be mutually-agreed between the Parties from time to time:

- Selected Services (if "X" marked)
(X) ISDN / PRI Service
() Internet Access Service
() Private Line Service

A description of each Service, together with the relevant "A" and "Z" Service end point locations ("Service Locations"), recurring and non-recurring charges, Customer's requested Start Date, and Initial Service Term, is contained in the attachment to this Agreement bearing the name of such Service (the "Service Annex" for such Service). References to this "Agreement" are to the following, collectively: (i) this "Service Agreement" document, (ii) each applicable Service Annex attached hereto and incorporated herein by reference, and (iii) the Mediacom Enterprise Network Service 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.

SERVICE AND AGREEMENT TERMS: This Agreement is binding upon and inures to the benefit of both parties beginning on the Effective Date and, unless sooner terminated in accordance with its terms, shall continue in effect for an initial term of sixty (60) months from July 1, 2016. Unless otherwise provided in this Agreement, each Service will be available to Customer, subject to the terms of this Agreement, for the initial term specified on the applicable Service Annex (the "Initial Service Term"). Unless otherwise provided on the applicable Service Annex, each Service Term will automatically renew for successive one-month terms upon the expiration of the initial Service Term or any renewal term, unless earlier terminated pursuant to this Agreement or unless either party notifies the other in writing at least thirty (30) days prior to the end of the then-current term that it does not wish to renew (the Initial Service Term together with any and all renewal terms, the "Service Term").

By its signature below, Customer acknowledges that it has read and understands the terms of this Agreement, including, but not limited to, the General Terms, which contain provisions materially affecting the Service and the parties' respective rights and obligations, and Customer agrees to be bound by all such terms, effective as of the date last signed by the parties below (the "Effective Date").

Mediacom:
Mediacom Communications Corporation
By:
Printed Name:
Title:
Notice Address:
1 Mediacom Way
Mediacom Park, NY10918
Attention: Legal Department
Telephone: 845-443-2600 Fax: 845-698-4570

Customer:
Red Oak Community School District
By:
Printed Name:
Title:
Notice Address:
Attention:
Telephone: Fax:



## SERVICE AGREEMENT - GENERAL TERMS

Mediacom Communications Corporation, a Delaware corporation ("**Mediacom**"), including through its affiliates, operates communications networks that that can be used for transporting voice, data and/or video signals (the "**Mediacom Network**"). From time to time, Mediacom (or certain of its affiliates) may elect to offer to commercial, governmental and other customers various Services based upon use of the Mediacom Network. These General Terms (these "**General Terms**") apply to any Customer seeking to purchase Service from Mediacom pursuant to an executed Service Agreement that incorporates these General Terms by reference.

Capitalized terms used, but not defined, in these General Terms shall have the meaning given to them in the body of the Service Agreement. In the event of any conflict or inconsistency between the terms contained in these General Terms and the terms set forth under any of the documents comprising the Agreement, such conflict or inconsistency shall be resolved giving effect to the following order of precedence (i) the Service Agreement, (ii) an applicable Service Annex, and then (iii) these General Terms.

### 1. PROVISION OF SERVICE

(a) **Services.** Subject to the terms of the Agreement, including the performance of Customer's responsibilities and obligations, Mediacom will provide the Service(s) to Customer. Customer agrees that certain Services may not be available in all Mediacom service areas and that Mediacom, upon entering into the Agreement with Customer, may at its discretion, utilize one or more affiliates or third parties to deliver the Services ("**Third Party Services**") to Customer. The Third Party Services may be subject to additional terms and conditions. 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. Customer is responsible for all use of the Services including for all Users accessing the Services by or through Customer. "**User**" means, with respect to any Service, any person that uses or accesses Service(s) provided to Customer hereunder, whether or not authorized.

(b) **Architecture.** Mediacom will have complete discretion in determining the architecture of the infrastructure for providing any Service (including the Equipment (as defined in Section 4 below) to be used) and all work to be performed to connect the Service at each relevant Service Location. Mediacom may modify the architecture and work plan, and replace Equipment, at any time and from time to time. Customer is responsible for obtaining, operating and maintaining and ensuring compatibility of all equipment, wiring, software and other items needed on its side of each demarcation point in order to use the Service. If the Service cannot be used because of the incompatibility of any equipment on Customer's side of a demarcation point, Customer will remain liable for all fees and charges under the applicable Service Agreement. In no event will Mediacom be responsible for any loss or damage to any equipment or facilities on Customer's side of a demarcation point arising from or in connection with the provision or non-provision of any Services under the Agreement, except to the extent of any gross negligence or willful misconduct on the part of Mediacom.

(c) **Tariffed Services.** Provision of the Services may become subject to tariffs filed with the Federal Communications Commission and/or certain state regulatory agencies having jurisdiction over the Services. Mediacom shall use commercially reasonable efforts to notify Customer in writing in a timely manner in the event that the Services become subject to filed tariffs, and such filed tariffs require modifications to the rates, terms or conditions under the Agreement

### 2. START DATE

Any Service between two or more Service Locations will be available for Customer's use beginning on the date that connectivity between Mediacom's Equipment at the various demarcation points has been achieved (whether or not Customer has completed work or steps necessary on its part to use the Service) (the "**Start Date**"). If Mediacom becomes aware that the Start Date will be delayed significantly beyond the date that has been identified by Mediacom as the proposed Start Date (the "**Estimated Availability Date**"), Mediacom will notify Customer of a new Estimated Availability Date. If the Start Date does not occur within ninety (90) days after the Estimated Availability Date, and such delay is not due to any Force Majeure Event (as defined in Section 21(b)), or any act or omission of Customer, including any failure of Customer to perform any responsibility or obligation under the Agreement, then Customer may, as Customer's sole right and remedy, terminate the applicable Service Annex by giving Mediacom written notice within seven (7) days after such ninety (90) day period expires. The foregoing notwithstanding, Mediacom shall have the right to commence billing on the Start Date or, as permitted in Section 4, on the Estimated Availability Date.

### 3. PAYMENT OF FEES AND CHARGES

(a) **Fees and Charges.** Customer agrees to pay Mediacom, when due, all fees and charges applicable for each Service, without offset or reduction, and to pay (or reimburse Mediacom for its payment of) all applicable Taxes (as defined in subsection (d) below), however denominated, together with any related interest or penalties, from time to time levied upon Customer or Mediacom (or any of its affiliates).

All fees and other amounts may be billed and will be due in accordance with Mediacom's standard practices in effect from time to time. Payments shall be due within thirty (30) days after the date of the invoice (the "**Due Date**"). Customer may dispute any charges for a period not to exceed thirty (30) days from the Due Date (the "**Dispute Period**"). In the event Customer disputes any billing by Mediacom, Customer shall notify Mediacom in writing with an explanation for the dispute, and shall nevertheless pay all charges not disputed in good faith by the Due Date. The Parties will cooperate in good faith to resolve any such disputes within a sixty (60) day period after the dispute is submitted to Mediacom. If the dispute is subsequently resolved in favor of Mediacom, Mediacom shall re-invoice the disputed amount owed then from the original Due Date, together with any applicable interest calculated in accordance with Section 3(b) below, and Customer shall pay all such amounts within thirty (30) days after the date of the reissued invoice.

(b) **Interest.** Overdue payments shall accrue interest at a rate of 1.5% per month or, if less, the maximum lawful rate. Customer shall reimburse Mediacom for its collection agency and attorneys' fees, and other reasonable costs of collecting any overdue amount. If payment is not received by Mediacom within thirty (30) days following the date of the applicable invoice, then 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.

(c) **Adjustment.** Mediacom may increase or add fees and charges for any Service, in its sole discretion and upon at least thirty (30) days' prior written notice to Customer. Unless otherwise expressly provided in the Agreement, the fees set forth in the Agreement do not include access, egress, or any other charges imposed by any third parties, which such costs, expenses and charges shall be paid solely by Customer.

(d) **Taxes.** Mediacom shall have the right to invoice Customer for, and Customer shall pay, any applicable federal, state or local sales, use, or excise taxes, fees or surcharges in connection with the Services furnished to Customer pursuant to the Agreement, including state and federal Universal Service Fund contributions, but excluding any taxes based upon Mediacom's property or net income. In addition, Customer shall pay all gross receipts taxes which may be passed through by Mediacom under the rules of any federal, state or local governmental authority. Notwithstanding the foregoing, Customer shall not be liable for any gross receipts taxes enacted or imposed in lieu of state or local income or franchise taxes.

(e) **Exemption Documentation.** Customer shall provide Mediacom with information, including but not limited to duly executed exemption certificates with respect to any exemption from sales, use or other tax or fee exemption claimed by Customer and shall immediately notify Mediacom of any change in Customer's tax status. To the extent any such exemption documentation is held invalid by the tax or governmental authority for any reason, Customer shall reimburse Mediacom for any tax liability including without limitation related interest and penalties arising from such invalid documentation.

(f) **Tax Appeal.** Customer and Mediacom shall each have the right to protest or appeal any tax or charge assessed against it by any taxing authority; provided however, the appealing party shall bear all costs and expenses associated with such appeal. Any liability related to taxes, fees, penalties, and interest arising in connection with a charge or assessment by any taxing authority shall be allocated to the parties in accordance with this Section.

#### 4. ACCESS TO PREMISES

(a) **Access.** At each Service Location, Customer, at its expense, shall provide Mediacom with all necessary or desirable access to the land and structures associated with each Service Location for Mediacom to install, maintain, repair, replace, remove and operate the on-site cable, equipment, facilities and other items used by Mediacom to provide the Service (the "**Equipment**"), adequate floor space, rack space and other space, and adequate clean redundant electrical power, climate control and protection against fire, theft, vandalism and casualty. Customer will reimburse Mediacom to the extent that costs of construction, installation or repair or restoration of property disturbed or damaged during construction or installation are more than customary or reasonable for similar work because of peculiar or unexpected site conditions or requirements of Customer or any other person. Customer shall not move or tamper with, and will ensure that 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. In non-emergency situations, Mediacom shall be permitted access upon notice to Customer during normal business hours or reasonable notice at other times. Access shall be permitted on a priority basis twenty-four (24) hours a day, seven (7) days a week to deal with an outage or emergency.

(b) **Permits.** Customer must obtain all rights-of-entry, rights-of-way, easements, licenses, consents, authorizations, and permits (collectively, "**Permits**") necessary (i) to allow Mediacom access to each Service Location from adjacent public rights of way that Mediacom has a right to use for purposes of providing the Service(s) to Customer, (ii) to allow Mediacom's provision of the Service and (iii) to allow establishment of the demarcation points, in each case pursuant to arrangements reasonably satisfactory and acceptable to Mediacom, when (x) such Permits relate to property owned, leased, controlled or used by Customer, (y) that in Mediacom's good faith judgment, Customer is in a better position to successfully secure such Permits or better terms for such Permits because of its status, relationship with key third parties or other factors, and/or (z) as Mediacom otherwise reasonably requires or requests. Upon request by Mediacom, Customer will provide to Mediacom all copies of Permits it obtains as soon as reasonably practicable. Without limitation, Customer shall obtain all Permits needed for Mediacom to perform all work, including but not limited to construction, installation, the



making of structural alterations, maintenance, repair, replacement and retrieval of Equipment and other items installed by Mediacom on the premises. If any Permit is withdrawn, not renewed or modified, upon request by either party, the parties shall negotiate in good faith to amend the Agreement as necessary to reflect the loss of, or change to, such Permit. If the parties cannot agree on a modification to the Agreement, then to the extent possible, such portion of the Agreement affected by the loss or change to the Permit may be terminated; provided, however, if partial termination is not practical or it substantially alters the fundamental terms of the Agreement, then either party may terminate the Agreement in its entirety without further liability to the other party except for payment and other obligations already accrued.

(c) Inspection. Mediacom shall have the right to inspect any Service Location prior to the installation of the Equipment, and from time to time during the Term. During the Term, and upon Mediacom's request, Customer shall provide Mediacom with sufficient data to assist Mediacom in evaluating conditions at the Service Locations (including the presence of hazardous materials). Customer shall be responsible for removing and remedying all hazardous conditions at the Service Locations prior to installation of the Equipment, and during the course of any Service Term hereunder.

(d) Cooperation. Customer shall cooperate, and cause its agents, contractors, suppliers, landlords, licensors and other third parties, to cooperate expeditiously and in good faith with Mediacom to enable the Service to be initiated and provided on a timely basis.

(e) Removal. Upon termination or expiration of any Service Annex, Customer will provide Mediacom with reasonable access to each Service Location to allow Mediacom to remove the Equipment for a period of at least sixty (60) days after such termination or expiration.

## 5. OWNERSHIP

As between the parties, all Equipment, fiber, cable, wiring, conduit and other property provided or installed by Mediacom ("Mediacom Facilities") shall remain the exclusive property of Mediacom and shall not become a fixture to any Service Location. Customer shall not have any option to buy or other right, title or interest in or to the Mediacom Facilities during or after the Service Term or following termination or expiration of any Service Annex. Customer shall not, and shall not permit any landlord or other third party to, (a) directly or indirectly create or suffer to exist any security interest, lien, charge or encumbrance of any kind on or with respect to any of the Mediacom Facilities, (b) interfere with provision of the Service or move, alter or disturb any of the Mediacom Facilities, (c) attach, connect or place any equipment, cable, or other item to or in any Mediacom Facilities or any related conduits, racks, lock boxes or similar items, (d) perform maintenance or other work on any Mediacom Facilities, or (e) use any of the Mediacom Facilities in any manner or for any purpose except as expressly authorized by Mediacom in writing. Customer shall take reasonable steps to protect the Mediacom Facilities from damage, loss or theft while at any Service Location and shall pay the reasonable costs of repairing or replacing any item suffering such loss, theft or damage not caused by Mediacom.

## 6. CUSTOMER'S OBLIGATIONS

(a) Compliance with laws. Customer's shall use of Service in compliance with all applicable laws, rules and regulations. Customer shall ensure that its Users' use of the Service complies with all applicable laws, rules and regulations, and shall ensure that each of its Users uses the Service (including all content transmitted via the Service) in compliance with all applicable laws, rules and regulations. If any provision of the Agreement contravenes or is in conflict with any such law, rule or regulation, then the terms of such law, rule or regulation shall take priority over the relevant provision of the Agreement. If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law, rule or regulation will take priority over the relevant provision of the Agreement, its attachments and exhibits only for purposes of those Service(s) to which the law, rule or regulation applies. Customer shall not interfere with or impair, and shall not use or permit the use of the Service in a manner that will interfere with or impair, Mediacom's Networks or Mediacom Facilities or the ability of other Mediacom customers to use and fully enjoy Mediacom's services. As between the parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service, including without limitation any and all use by any Users, which use shall be deemed Customer's use for purposes of the Agreement; and (b) all content that is stored or transmitted via the Service.

(b) Cooperation. Customer will cooperate in any investigation of any alleged illegal or improper use of the Service. If Customer fails to do so, Mediacom may suspend the Service with or without notice. Additionally, Mediacom may modify or suspend the Service or take other action as necessary to comply with or obtain the benefit of any "safe harbor" or other protection under any law or regulation, including the Digital Millennium Copyright Act of 1998, as reasonably determined by Mediacom.

(c) User Support. Customer is solely responsible for providing the resources needed for Users to use the Service and providing User support including providing all direct first-level technical support to Users, diagnosing problems and using its reasonable efforts to provide solutions. Users are not third party beneficiaries of the Agreement and Mediacom shall have no obligation to deal directly with such Users.

## 7. SOFTWARE

(a) Software. Unless otherwise expressly provided in the Agreement, Mediacom is not obligated to provide any software or Customer premises equipment. If, in connection with the Services, Mediacom requires or permits Customer to download, install or use software or firmware and related documentation ("Software") that is (or claimed as) the intellectual property of Mediacom or of one or more of its

affiliates, licensors or suppliers ("**Licensors**"), then use of any such Software is governed by the Agreement and any additional terms that Mediacom identifies as applicable, as they may be periodically modified or replaced ("**Additional Terms**"). Mediacom does not have any obligation to develop or provide any correction, enhancement, upgrade, new version, modification or replacement of any Software. Customer shall protect against and minimize any damage or harm that Customer or other Users might suffer if the Software or any portion thereof has errors or defects or fails for any reason.

(b) If Customer or any User of the Service or Software is an agency, authority or instrumentality of the U.S. Government, then Customer acknowledges and agrees that the Software, including any related documentation, are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items and (B) with only those rights as are granted to non-governmental customers or end-users. Mediacom or its Licensors reserve all unpublished rights. Such Software (i) was developed at private expense, (ii) is a trade secret of Mediacom or the applicable Licensor for purposes of the Freedom of Information Act, (iii) in all respects is proprietary data belonging solely to Mediacom or the applicable Licensor, and (iv) all rights are reserved under the copyright laws of the United States. Any use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (b)(3) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7014 (June 1995) (or, in each case, any equivalent agency regulation or contract clause).

## 8. INTELLECTUAL PROPERTY

Each party shall be the sole and exclusive owner of the software, technology, inventions, materials, know-how, trademarks, trade names, service marks, copyrighted materials and other intellectual property it supplies, discloses or makes available to the other party. Except for any licenses expressly granted by Mediacom to Customer or Customer to Mediacom in the Agreement or otherwise in writing, while they endure, nothing in the Agreement or any Additional Terms nor any course of dealing between Customer and Mediacom shall confer upon either party a license or other rights with respect to the intellectual property of the other party, whether by estoppel, implication, usage or otherwise. Subject to the foregoing, Mediacom may use the legal and trade names, trademarks and service marks of each Customer and its affiliates or related entities who use the Service (if any) to the extent reasonably necessary in order to perform its obligations and provide the Services pursuant to the Agreement and to comply with law.

## 9. PUBLIC STATEMENTS

Neither party shall issue any press release, announcement, marketing, advertising or other promotional materials concerning the existence of the Agreement or referencing the other party or its trade names, trademarks and service marks without the prior approval of the other party. Notwithstanding the foregoing, Mediacom may make announcements or send communications to its contractors, licensors or other suppliers to the extent required to perform its obligations under the Agreement.

## 10. RISKS OF INTERNET USAGE

Customer acknowledges and agrees that certain Services that may be provided by Mediacom under this Agreement enable or involve access to the Internet, including websites and content of third parties, some of which may be offensive to Customer or some Users or which may violate law or protected rights of others. Customer acknowledges that it is aware that third parties may misuse the Internet, including to promote fraudulent schemes, steal data or sell products or services that are misrepresented. Mediacom has no responsibility or liability with respect to the websites, information, products, services, content or other materials of third parties that are accessed, distributed, provided or advertised through or over the Service. Technological characteristics of the Internet and methods of access may create the risk that third parties will gain unauthorized access to a User's computer, files and communications or learn about the User and his, her or its activities and personal data and affairs. Use of the Internet may result in the introduction into Customer's or a User's computer or internal network of computer viruses or other harmful elements. The foregoing is not an exhaustive list of the risks associated with Internet access and the transmission and receipt of traffic via the Services and Customer acknowledges that it fully understands those risks. It is Customer's or each User's sole responsibility to prevent and detect unauthorized access, protect against damage to or destruction of hardware, software, files and data because of infection by computer virus or other harmful attacks and other risks. Mediacom is not responsible or liable for the actions of third parties or harm, loss, damage or other consequences to Customer or Users resulting from Internet access and the transmission and receipt of traffic via the Services.

## 11. ACCEPTABLE USE POLICY

Use of the Service by Customer must comply with Mediacom's Business Acceptable Use Policy (the "**BAUP**"), available online at <http://www.mymediacom.tv/help/BAUP> and which may be amended from time to time in Mediacom's discretion. Neither Customer nor any other User shall use the Service(s) in any way that violates any law, infringes, violates or constitutes a misappropriation of any person's intellectual property, publicity, privacy or other legally protected rights, otherwise violates the BAUP, interferes with the use of the networks and services of Mediacom by any other customer or subjects Mediacom or any of its suppliers, contractors, agents or affiliates to liability. In the event Mediacom reasonably believes that Customer or a User has violated the BAUP, Mediacom may immediately suspend



or terminate the Service(s) without notice or liability to Customer to protect its network. Customer will ensure that all Users are informed of and comply with the terms of the Agreement, including Mediacom's BAUP and Customer will be liable for the non-compliance of any User.

## 12. OPERATION; MAINTENANCE

(a) Except as otherwise expressly provided in the Agreement, Mediacom shall be responsible for operating and maintaining the Mediacom Network, all associated fiber, cable and equipment on its side of each demarcation point, and Customer, at Customer's sole cost and expense, shall be responsible for operating and maintaining all fiber, cable and equipment on Customer's side of each demarcation point. Customer is expressly prohibited from performing any maintenance or repair on any Mediacom Facilities. Mediacom shall have the right to take any action that Mediacom deems appropriate to protect the Mediacom Facilities and the Services.

(b) Mediacom may perform work to maintain or upgrade the Mediacom Network from time to time. Except in the case of an emergency, Mediacom will give Customer reasonable notice of maintenance outside of the regular maintenance window that is expected to adversely affect the functionality of the Service for more than thirty (30) minutes. If maintenance is required due to the fault of Customer or its Users, employees, agents, contractors, subcontractors or landlords or the failure, malfunction or inadequacy of any Customer-provided equipment, or other causes on Customer's side of the demarcation points, Customer shall reimburse Mediacom, upon demand, for its reasonable out-of-pocket costs associated with such maintenance at the then-prevailing market rate.

(c) Customer acknowledges that (i) provision of the Service may require transport over both the Mediacom Network and shared networks; (ii) Mediacom does not control the shared networks, the policies or procedures established by their owners, the maintenance, usage, allocation of capacity, bandwidth management and other specifications relating to the shared network or similar matters; and (iii) certain of Mediacom's equipment that connects the Mediacom Network to the Shared Networks may be under the control of third parties and, as a result, Mediacom's ability to access, repair and upgrade such equipment may be limited or subject to the rights and obligations of others to maintain the shared networks. As a result, notwithstanding any provision of any Agreement to the contrary, Mediacom will have no liability for the performance or failure of performance of the shared networks, if the operator of any shared network blocks, suspends or terminates usage of the Service or for any consequence of any of the foregoing.

## 13. WARRANTY DISCLAIMER

(a) **Warranties.** Each party hereby represents and warrants to the other party that such party has been duly formed and is in good standing in the state of its organization, that such party is qualified to do business in the states where the Services will be delivered, and that the execution of ANY Service Annex by such party has been duly authorized in compliance with such party's organization documents and procedures.

(b) **DISCLAIMER.** THE SERVICES, MEDIACOM FACILITIES AND EQUIPMENT AND/OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICES, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY MEDIACOM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. MEDIACOM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT MEDIACOM'S THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE AGREEMENT AND MEDIACOM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(c) **Waivers.** To the fullest extent permitted by applicable law, Customer waives the application of all existing and future laws and 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 Mediacom 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.

(1) 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. The parties and their respective counsel agree that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

(2) 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 arise out of or relate 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 (including any Service Annex hereunder).

#### 14. TERMINATION

(a) Termination for Breach. Either party may terminate an affected Service if the other party breaches any material provision under the Agreement and fails to cure such breach within thirty (30) days after written demand; provided however, if the breach is curable but of such a nature that it cannot reasonably be cured within such thirty (30) day period and the breaching party in good faith begins efforts to cure it within such thirty (30) day period and diligently continues to cure, it shall have a reasonable additional period to effect the cure. Failure by Customer to make any payment when due shall constitute a non-curable material breach by Customer.

(b) Bankruptcy. If a party makes a general assignment for the benefit of creditors, or is the subject of any voluntary or involuntary proceeding seeking any reorganization, liquidation, or other similar relief under any bankruptcy or similar law for the relief of debtors or protection of creditors, then the other party may terminate the Agreement upon written notice to such first party.

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

(d) 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) one hundred percent (100%) of all remaining monthly recurring fees and charges ("MRCs") for the first year of the applicable Service Term, seventy-five percent (75%) of all remaining MRCs for the second year of the applicable Service Term, and fifty percent (50%) of all remaining MRCs for the third and subsequent years of the applicable Service Term.

(e) Effect of Termination. Upon the expiration or any termination of the Agreement in accordance with its terms, all rights and obligations of each party shall immediately cease, except that (i) the provisions of the Agreement which state that they survive or which, by their nature, reasonably would be expected to be intended to survive (including any provisions relating to disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely; and (ii) Customer shall promptly pay all accrued, but unpaid fees and charges through the date of termination or expiration.

#### 15. INSURANCE

Customer shall carry such types and amounts of insurance as are reasonably necessary to meet Customer's obligations under each Service Annex, including without limitation its indemnification obligations set forth in Section 20. Upon request of Mediacom, Customer will furnish to Mediacom certificates of such insurance.

#### 16. NOTICES

Any notice required or permitted to be given under the Agreement or otherwise may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile or mailed by registered or certified mail, return receipt requested, charges prepaid and addressed to the intended recipient at such person's postal address or telecopier number indicated below, or to such other address or number as such party may from time to time specify by notice to the other party as provided herein.

If to Mediacom, to it at the postal address, telecopier number or email address specified in the Agreement or, if there is no such specification, to it at One Mediacom Way, Mediacom Park, NY, 10918, fax no. 845-695-2699.

- If to Customer, to it at the postal address or telecopier number address specified in the Agreement or, if there is no such specification, most recently provided to Mediacom.

All notices and other communications given in accordance with these General Terms shall be deemed to have been given and received (i) when delivered by hand or transmitted by confirmed facsimile or, when authorized, sent by e-mail; or (ii) the next business day after the same are sent by a reliable overnight courier service, with acknowledgment of receipt requested, except that a notice of a change of the notice address of a party shall not be effective until received by the other party.

#### 17. DISPUTE RESOLUTION

(a) The parties will use good faith, commercially reasonable efforts to informally resolve any dispute, controversy or claim arising out of or relating to the Agreement ("**Dispute**"). A formal proceeding may not be commenced for sixty (60) days after one party notifies the other of a Dispute in writing, setting forth relevant facts in reasonable detail.

(b) After following the procedures set forth in Section 20(a), Mediacom may elect to have any Dispute resolved by binding arbitration in New York City by a single arbitrator, in accordance with the Agreement and the then-current commercial arbitration rules of the American Arbitration Association. Mediacom's right to institute arbitration is not in limitation of its other rights or remedies under the Agreement or at law or in equity.

(c) Each party will be entitled to pursue any available equitable remedies without complying with the foregoing, including seeking a temporary restraining order or injunction in order to preserve and protect the status quo while such procedures are in progress. All applicable statutes of limitation will be tolled while any alternative dispute resolution procedures are pending.

## 18. SERVICE INTERRUPTIONS

(a) **Service 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 (each such interruption, a "**Service Interruption**"), including during periods of routine or emergency maintenance of the Mediacom Network or the Equipment (a "**Maintenance Interruption**"), and that no Service Interruption, regardless of cause or reason, shall constitute a breach under 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 18. Mediacom will use commercially reasonable efforts to provide Customer with advance notice of any known or anticipated Service Interruption.

(b) **Service Credits.** In the event of a complete loss of the Services which (i) is not a Maintenance 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 a result of equipment or connections that Mediacom does not provide, (v) is not the result of a Force Majeure Event (as defined below) and (vi) is reported to Mediacom within twenty-four (24) hours after the commencement of such interruption (each such interruption, to the extent it exceeds four (4) consecutive hours in duration, shall be referred to as 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 recurring charge ("**MRC**") affected by the Unscheduled Interruption, as calculated by Mediacom, against the following month's MRCs (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. In no event shall Service Credits exceed the monthly recurring charged for the affected Service during the applicable month.

## 19. LIMITATION OF 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 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.

(c) THE AGGREGATE LIABILITY OF ALL MEDIACOM PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MRCS PAID OR PAYABLE BY CUSTOMER UNDER THE AGREEMENT; PROVIDED HOWEVER THAT WITH RESPECT TO THE PROVISION OF SERVICE INCLUDING ANY WITHOUT LIMITATION ANY DELAY, INTERRUPTION, DEFECT, OUTAGE, DEGRADATION, PERFORMANCE OR NON-PERFORMANCE THEREOF, THE SERVICE CREDITS SET FORTH IN SECTION 18(B) SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. IN NO EVENT WILL MEDIACOM BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY EQUIPMENT OR FACILITIES ON CUSTOMER'S SIDE OF A DEMARCATION POINT ARISING FROM OR IN CONNECTION WITH THE PROVISION OR NON-PROVISION OF ANY SERVICE UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF MEDIACOM.

(d) EACH OF THE DISCLAIMERS AND EXCLUSIONS OF AND LIMITATIONS ON LIABILITY OR DAMAGES CONTAINED IN THIS SECTION 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.

(e) 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.

(f) EACH OF THE FOREGOING LIMITATIONS CONTAINED IN THIS SECTION WILL (I) APPLY REGARDLESS OF FORM OF ACTION, ANY CLAIM THAT BREACH OF THE 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) APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND (III) SURVIVE THE UNENFORCEABILITY OF ANY OTHER PROVISION CONTAINED HEREIN PURPORTING TO EXCLUDE OR LIMIT DAMAGES OR LIABILITY.

## 20. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless Mediacom, each of Mediacom's affiliates, contractors, subcontractors, licensors and suppliers, each partner, stockholder, member, director, officer, employee, agent or representative of any of the foregoing and each successor and assignee of any of the foregoing (the "**Mediacom Parties**") from and against all 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 (collectively the "**Losses**") incurred by or awarded against Mediacom arising out of or in connection with (i) personal injury, including death, or tangible property damage in connection with its performance under the Agreement; (ii) any breach by Customer of the terms under the Agreement or Customer's obligations, covenants, representations or warranties contained herein and therein; (iii) the operation or conduct of Customer's business; or (iv) 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.

## 21. MISCELLANEOUS

(a) **Modifications.** Mediacom reserves the right to modify the Mediacom Network and its components in any manner. Mediacom is not responsible if modifications cause equipment or software not provided by Mediacom to require replacement or modification. In the event that a decision by a communications regulatory authority or court with competent jurisdiction at the federal, state or local level ("**Decision**") has the effect of canceling, changing, superseding or frustrating any material term or provision of this Agreement or otherwise materially changing the economic structure of the transactions contemplated hereunder, then Customer acknowledges and agrees that Mediacom may pass through to Customer any such increased costs unless Customer establishes an exemption from such cost; provided that Mediacom shall not pass through such costs on a discriminatory basis.

(b) **Force Majeure.** Mediacom shall not be liable for any Loss, delay or failure of performance resulting directly or indirectly from any cause, event or circumstance which is beyond its reasonable control ("**Force Majeure Event**"), including (i) acts of God; (ii) delay in obtaining or failure to obtain or expiration, non-renewal, revocation or loss of any Permit; (iii) fire, lightning, storm, flood or other natural disaster; (iv) acts or failures to act of any governmental authority including the making or changing of any order, law or rule of any governmental authority or the interpretation or application thereof; (v) unavailability of third-party services or components on customary and commercially reasonable terms; (vi) failure or delays in delivery of, materials or services of third parties; (vii) any injunction or restraining order; (viii) military mobilization or call-up, revolution, rebellion, act of sabotage or terrorism, insurrection or riot, war or warlike operations; (ix) epidemics or quarantine restrictions; or (x) strikes or other labor action. If any Force Majeure Event increases the time necessary for performance under the Agreement, Mediacom shall be entitled to an equitable extension of time for such performance, equal to at least one day for each day of delay resulting from the Force Majeure Event. Without limiting the generality of the foregoing, Customer acknowledges that Mediacom does not own or control all elements or components of the network or other resources used to provide the Service and agrees that Mediacom's obligations are conditioned upon its ability to secure and retain from third parties suitable resources, rights and services at costs comparable to those currently incurred and otherwise without unreasonable expense, conditions or requirements. If failure of performance by Mediacom due to a Force Majeure Event is for thirty (30) days or less, the affected Service shall remain in effect. If the Force Majeure Event continues beyond thirty (30) days, thereafter upon ten (10) days written notice to Mediacom, Customer may terminate only the affected Service(s), without incurring any penalty or further obligation to Mediacom (including

cancellation or termination charges). If Mediacom asserts the applicability of this Section, it shall use commercially reasonable efforts to provide prompt notice to Customer of the commencement and ending of the Force Majeure Event.

(c) Independent Contractors. Nothing in the Agreement shall be deemed to create any relationship between Mediacom and Customer other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement and each party shall have exclusive control of the manner and means of performing its obligations under the Agreement. The Agreement does not render either party the employee, agent or legal representative of the other party and does not create a partnership or joint venture between Customer and Mediacom. Neither party shall have any authority to enter into any agreement on behalf of or bind the other party in any manner whatsoever without the prior written consent of the other party. Customer acknowledges that the Service is provided on a non-exclusive basis and Mediacom may provide similar services to others. Except as described in Section 7, no license under copyright, patent or other intellectual property is granted by either party or shall be implied or arise by estoppel in connection with the subject matter of the Agreement.

(d) Persons Bound; No Third Party Beneficiaries; Assignability. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No User or other person is a third-party beneficiary of the Agreement. Customer is not a third-party beneficiary of any agreement or arrangement between Mediacom and any affiliated or unaffiliated third-party provider of any facilities or services used to furnish the Service. Customer may not assign or delegate the Agreement or any of Customer's rights or obligations hereunder or thereunder without Mediacom's prior written consent. Mediacom may freely assign, delegate or subcontract any of its rights or obligations under the Agreement and may contract with subcontractors for the performance of any maintenance, repair or other services contemplated by the Agreement, including unaffiliated contractors. Mediacom may use contractors for the performance of any maintenance, monitoring or other tasks contemplated by the Agreement.

(e) Severability. If any provision of the Agreement or its application to any person or circumstance is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions, and the application of such provisions to other persons or circumstances or in other jurisdictions, shall be unaffected. Such court may substitute a suitable and equitable provision to carry out, so far as may be enforceable, the intent of the 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.

(f) Governing Law; Jurisdiction. The Agreement shall be governed by the laws of the State of organization of the Mediacom entity that executes the Agreement, without regard to or application of conflicts of law rules or principles.

(g) 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 promises, 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. The statements made by a party otherwise than in an express provision of the Agreement are not representations or warranties and do not create obligations.

(h) Amendment; Waivers; Counterparts. No subsequent agreement among the parties concerning the Service (including, without limitation, any amendment) shall be effective or binding unless it is agreed to in writing by authorized representatives of the parties. No waiver of any of the provisions of the Agreement shall be binding unless it is in writing and signed by both parties. The waiver by any party hereto of a breach or default under any of the provisions of the Agreement, or the failure of either party on one or more occasions to insist on the strict enforcement of any provision of the Agreement or to exercise any right or privilege hereunder or in the Agreement shall not constitute or be construed as a waiver of any subsequent breach or default of a similar nature, or any provision, rights or privileges, and all such terms shall remain in full force and effect. The Agreement may be executed in counterparts, and may be executed by facsimile signatures and delivered by the exchange of signature pages by telecopier or other lawful means.

(i) Remedies Are Cumulative. Unless otherwise expressly stated in the Agreement, all remedies available to Mediacom under or with respect to the Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. No exercise of any suspension, blocking or termination right granted in the Agreement nor any consequence thereof (whether or not foreseeable by Mediacom) shall give rise to any claim by or liability to Customer. 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.

(j) Binding Agreement. Each party represents and warrants to the other that it has the authority to execute, deliver and perform The Agreement, and that the Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, such party.

(k) Confidential Information. No party or any of its affiliates (the "Receiving Party") shall, without the prior written consent in each instance of the other party (the "Disclosing Party"), shall disclose to any third party any confidential information supplied to the Receiving Party by the Disclosing Party or any affiliates of the Disclosing Party which has been designated as CONFIDENTIAL or PROPRIETARY or PRIVATE and which is not otherwise generally available to the public, has not been independently developed by the Receiving Party, and has not previously been known by or disclosed to the Receiving Party by a third party not bound by confidentiality restrictions

(collectively, "**Confidential Information**"). The terms and conditions of the Agreement (including all attachments and exhibits thereto), as well as pricing information exchanged in connection with the Agreement, or included in any Service hereunder, and all non-public information of either party or its affiliates which was disclosed to the other party in connection with the discussions leading up to the execution of the Agreement, are hereby designated as Confidential Information without further obligation on the part of either party to mark or designate it as such. The Receiving Party shall not use any Confidential Information of the Disclosing Party or its affiliates for any purpose other than the performance of its obligations under the Agreement, nor permit any of its employees, affiliates, or representatives to disclose such Confidential Information to any third person, and it shall disclose Confidential Information only to those of its employees, affiliates, and representatives who have a need for it in connection with the use or provision of Services or other obligations required to comply with the Agreement. Each party shall protect the Confidential Information of the Disclosing Party or its affiliates from both unauthorized use and unauthorized disclosure. Upon cessation of Services, or upon written request, each party shall return or destroy all Confidential Information of the other. Prior to disclosing Confidential Information to its employees, affiliates, and/or representatives, the Receiving Party shall notify such employees, Affiliates, and representatives of their obligation to comply with this Section 21(k). If a Receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such Receiving Party may disclose such Confidential Information, provided that the Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and, unless required by law, prior to such disclosure. Upon receipt of written notice of the requirement to disclose Confidential Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with the requirements of this Section 21(k) with respect to all or part of such Confidential Information. Unless required by applicable law, no party without the written consent of the other party, shall provide a copy of this Agreement in whole or in part to any third person or entity not employed or retained by Mediacom or Customer. The provisions of this Section 21(k) shall survive for a period of five (5) years following the date of initial disclosure of that Confidential Information or five (5) years beyond termination or expiration of the Agreement, whichever is greater.

(l) Certain Rules of Interpretation. The headings of sections and subsections of the Agreement shall not affect in any way the meaning or interpretation of the Agreement. All definitions apply equally to the singular and plural forms of the terms defined. The words "**include**," "**includes**" and "**including**" shall be deemed to be followed by the phrase "without limitation." If any example is given (through the use of the words "such as," "for example," "e.g." or otherwise) of the meaning, intent or operation of such provision, such example is intended to be illustrative only and not exclusive or limiting. The word "**or**" means "and/or." The term "**person**" is to be broadly construed and includes any natural person, corporation, trust, association, limited liability company, partnership, joint venture or other entity and any government or governmental or quasi-governmental agency or instrumentality. An "**affiliate**" of any person is any other person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with such first person, with "**control**" meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms.

(m) Time for Asserting Claims. To the maximum extent permitted by applicable law, Customer agrees that any claim against Mediacom arising out of or related to the Agreement must be presented to Mediacom in writing within one year of the date of the occurrence of the event or facts giving rise to such claim, or such claim shall be deemed conclusively to have been waived and shall be forever barred. Any payment disputes shall be raised on or before the due date for the applicable payment; all other disputes are deemed waived.

(n) Entire Agreement. The Agreement sets forth the entire understanding of the parties and supersedes all prior agreements, interim agreements, letters of agreement, memorandums of understanding, and any other oral or written documentation of agreements between the parties thereto with respect to the subject matter thereof.

## Service Annex

### ENTERPRISE NETWORK PRIMARY RATE INTERFACE

This Attachment contains the terms and conditions applicable to Customer's purchase and use of Mediacom's Enterprise Network Primary Rate Interface Service ("**PRI Service**"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

#### 1. DESCRIPTION OF SERVICE

- (a) PRI Service. PRI Service is a form of Integrated Service Data Network ("ISDN") which is comprised of 23 B Channels used for outbound, inbound and two-way network access for voice traffic to and from a Customer's designated facility, and one D channel for signaling. PRI Service connects traffic from a Customer's designated facility to the Public Switched Telephone Network ("PSTN") using a T1 line.
- (b) Technical Specifications. PRI Service is a multipurpose, high speed, multiplexed digital interface based on international standards (ITU-T), national standards (ANSI T1S1), and Telecordia (Bellcore) technical references. PRI uses a 1.544 Mbps (DS1) digital interface, structured to contain bearer channels for the transport of user information with a message-oriented out of band signaling channel for control of the bearer channels.
- (c) Configuration and Features. Mediacom's PRI Service is capable of providing the following features and capabilities: Direct Inward Dialing (DID), Direct Outward Dialing (DOD), Auto-Attendant, Hunt Groups; DID Number Assignment and Porting, and Outbound Calling Restrictions, and Directory Listing. PRI Service also includes access to Mediacom's Long Distance Service, which is provided subject to additional charges set forth in Section 4 herein.
- (d) Performance Standards. Mediacom will make commercially reasonable efforts to ensure 99.99% availability of PRI Service during the Service Term.

#### 2. TECHNICAL SUPPORT AND MAINTENANCE

- (a) Technical Support. Mediacom shall provide Customer a toll-free telephone number for trouble reporting and technical support for related service inquiries. Mediacom's Technical Support staff will not offer consulting or advice on issues relating to CPE or any equipment not provided by Mediacom. Mediacom shall notify Customer in the event that Mediacom becomes aware of significant issues affecting service quality, and shall provide a monthly report of Mediacom's conformance against SLAs.
- (b) Reporting Technical Issues. Customer shall report problems with PRI Service by contacting Mediacom's Technical Support. Mediacom will open a trouble ticket and provide Customer a tracking number. For the purpose of determining the applicable credit, if any, as Service Outage begins when the trouble ticket is issued and ends when Service is restored. Credits are provided to Customer only upon request by Customer and after review and validation by Mediacom. The resources, equipment and methodology used to measure service level metrics are determined by Mediacom in its reasonable discretion.
- (c) Response and Restoration. Mediacom will make commercially reasonable efforts to respond to technical support calls within one (1) hour, and to resolve technical issues and restore PRI Service within four (4) hours of issuance of a trouble ticket.

#### 3. SERVICE LEVEL AGREEMENT

- (a) Service Interruption. Service Interruption means a failure of the PRI Service to transmit or receive voice traffic due to system or other errors attributable directly to Mediacom's personnel, software, hardware and not specified in the Exceptions below.
- (b) SLA Credits. Customer shall be entitled to receive SLA Credit against future monthly charges, as set forth in the table below, for Service Interruptions for more than the period of time set forth in the table. In no event will SLA Credits in any one month exceed 100% of the Customer's Monthly Recurring Charge for the month in which the Service Interruption occurred. Mediacom will use commercially reasonable efforts to issue SLA Credits in the month following the month in which the SLA



Credit is validated by Mediacom (and in no event later than the month following that month). In order to qualify for an SLA Credit, Customer must request the SLA Credit within thirty (30) days of the incident.

SLA Credits	
Cumulative Unavailability	Monthly Recurring Charge SLA Credit
00:00:01 – 01:00:00	No Credit
01:00:01 – 02:00:00	5%
02:00:01 – 05:00:00	10%
05:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

(c) Exceptions. A Service Interruption shall not qualify for an SLA Credit if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Mediacom, including, without limitation, Customer’s Users, third-party network providers; any power, equipment or services provided by third parties; computer viruses; any period of time where Mediacom is not provided access to perform the required maintenance or repair, or where Customer elects not to release the affected Service for testing or repair; or an event of Force Majeure as defined in the Service Agreement.

(d) Chronic Outages. Customer may elect to terminate PRI Service prior to the end of the service term without termination liability if, for reasons other than those set forth in Section 3(c) above, PRI Service experiences a Service Interruption on three (3) or more separate occasions of more than two (2) hours each, or for more than forty-eight (48) hours in the aggregate in any calendar month.

(e) Exclusive Remedies. The SLA Credit schedule set forth herein shall be Customer’s sole and exclusive remedy for any Service Interruption, outage, unavailability, defect, delay, or other degradation or any failure by Mediacom to meet the Service objectives set forth herein.

#### 4. PRICING

PRI Service					
PRI Service is comprised of 23 B channels used for outbound, inbound and two-way network access for voice and 64 Kbps D channel used for signaling.					
Service Description	Qty	Service Activation Rate	Monthly Rate	Service Activation Charges	Monthly Service Charge
PRI with 23 B Channels, 1 D Channel					
1 year contract	1	\$0.00	\$505.00	\$0.00	\$505.00
DID Package, (1 Qty = 20 tel numbers)	10	\$0.00	\$5.50	\$0.00	\$55.00
<b>Total</b>					<b>\$0.00</b>

Long Distance Service					
Domestic Long Distance can be offered in a package of minutes each month. Multiple plans may be purchased. If the allotted minutes within the package is exceed, the minutes will be billed at the corresponding overage rate. Un-used minutes do not rollover to the next month. The per minute charges are based on 6 second increments.					
Service Description	Qty	Package Options Monthly Rate	Overage Per Minute Rate	Non-Recurring Charge	Monthly Charge
Domestic Outbound Long Distance	No Package Option		\$.045	\$0	NA
<b>Total MRC</b>					<b>\$560.00</b>



- \*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

**5. SERVICE LOCATIONS**

Entity #	Entity Name	Monthly Service Charge
	308 Corning Street	\$5.50
	400 West Second	\$5.50
	900 Inman Drive	\$5.50

RECEIVED  
FEB 17 2016

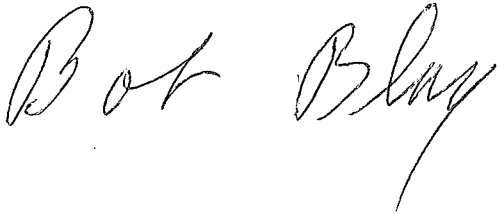
2/16/2016

To whom it may concern-

I Bob Blay will be retiring this year 2016, my last working day will be May 27<sup>th</sup> and I will follow that up with using any vacation or personal paid time I have remaining. It has been my honor to work for the school district.

Sincerely,

Bob Blay

A handwritten signature in cursive script that reads "Bob Blay". The letters are fluid and connected, with a prominent loop on the 'B' and a long, sweeping tail on the 'y'.

RECEIVED  
FEB 17 2016

February 15, 2016

Dear Mr. Tom Messinger,

Following the end of the 2015-16 school year, I will be resigning from my positions as the Physical Education and Social Sciences teacher at the high school and middle school. I accepted a teaching position in the South West Valley School District. I would like to thank you, Mr. Spotts, and Mr. Perrien for the opportunity to work for the Red Oak Community School District. As a second year teacher, I benefited greatly from the tutelage of the administrators and veteran teachers in the district, gaining valuable experience during professional development meetings and casual conversations with fellow educators.

Thank you,

Joshua Sussman

RECEIVED  
FEB 15 2016

February 15, 2016

To whom it may concern:

I resign from my Assistant Boys Track position pending the approval of Head Boys Track position

Thank You,

Sueann French

RECEIVED  
FEB 02 2016  
BY: \_\_\_\_\_

Red Oak Community School District  
Staff Selection Recommendation

Date: 2-8-16

Building: Admin  HS  MS  WIS  IPS  ECC  Trans  
(Please Circle All That Apply)

Position: Head Boys Track Coach

Name: Sue Ann French

Certified:  
Lane: \_\_\_\_\_  
Step: \_\_\_\_\_  
Salary: \_\_\_\_\_

15% of \$30,275  
= \$4,541.<sup>25</sup>

\* Was Assoc Boys Track  
\* Move to Head Coach

Classified:  
Hourly Rate: \_\_\_\_\_  
Hours Per Day: \_\_\_\_\_

  
\_\_\_\_\_  
Principal/Director

Please send form to Superintendent for Board Approval

Red Oak Community School District  
Staff Selection Recommendation

RECEIVED  
FEB 08 2016  
BY: \_\_\_\_\_

Date: 2-8-16

Building: Admin HS MS WIS IPS ECC Trans  
(Please Circle All That Apply)

Position: Asst. Boys Track Coach

Name: Brandon Jansen

Certified:

Lane: \_\_\_\_\_

Step: \_\_\_\_\_

Salary: \_\_\_\_\_

9.75% of # 30,275  
= # 2,951.81

\* Asst. Boys Track Coach

Classified:

Hourly Rate: \_\_\_\_\_

Hours Per Day: \_\_\_\_\_

[Signature]  
Principal/Director

Please send form to Superintendent for Board Approval

RECEIVED  
FEB 10 2016

Red Oak Community School District  
Staff Selection Recommendation

BY: \_\_\_\_\_

Date: 2-10-16

Building: Admin HS MS WIS IPS ECC Trans  
(Please Circle All That Apply)

Position: ASST GIRL TRACK COACH

Name: Nikki Renschoff

Certified:  
Lane: \_\_\_\_\_  
Step: \_\_\_\_\_  
Salary: \_\_\_\_\_

9.75% of \$30,275  
= \$2,951.31  
ASST. GIRL TRACK COACH

Classified:  
Hourly Rate: \_\_\_\_\_  
Hours Per Day: \_\_\_\_\_

[Signature]  
Principal/Director

Please send form to Superintendent for Board Approval

RECEIVED  
FEB 11 2016  
BY: \_\_\_\_\_

Red Oak Community School District  
Staff Selection Recommendation

Date: 2-8-16

Building: Admin    HS    MS    WIS    IPS    ECC    Trans  
(Please Circle All That Apply)

Position: MS Asst Girls Track Coach

Name: Katie Stafford

Certified:  
Lane: \_\_\_\_\_  
Step: \_\_\_\_\_  
Salary: \_\_\_\_\_

7.5% of \$ 30,275  
= \$ 2,270.63  
Asst. MS Girls Track.

Classified:  
Hourly Rate: \_\_\_\_\_  
Hours Per Day: \_\_\_\_\_

[Signature]  
Principal/Director

Please send form to Superintendent for Board Approval