

Isanti Community School

Waylon LaPlante: Present
Anita LaPointe: Absent
Susan Pike: Present
Larry Thomas: Present
Sidney Tuttle: Present
Dewayne Wabasha: Present
Present: 5, Absent: 1.
Dewayne Wabasha: Absent
Present: 4, Absent: 2.
Dewayne Wabasha-Left the meeting.

I. Call to Order and Pledge of Allegiance

II. Nebraska Open Meetings Law

III. Roll Call

Absent: Anita LaPointe, **Present:** Waylon LaPlante, Susan Pike, Larry Thomas, Sidney Tuttle, Dewayne Wabasha. Present: 5, Absent: 1.

IV. Public Comment & Recognition of Guests

V. Approve the minutes of the October 15, 2025 Regular Board Meeting.

It was moved by Larry Thomas and seconded by Dewayne Wabasha to approve minutes of October 15, 2025 Regular Board meeting.

Roll call vote: Passed

Anita LaPointe: Absent, Waylon LaPlante: Yea, Susan Pike: Yea, Larry Thomas: Yea, Sidney Tuttle: Yea, Dewayne Wabasha: Yea
Yea: 5, Nay: 0, Absent: 1

VI. Treasurer Report

Mrs. Brandt-Denney visited about the difference in the reports.

VII. Approve Outstanding Payables

Member - Susan Pike inquired about Cash-Wa, which is our food supplier and payment to Waylon LaPlante which was for the Drum Group for the Cultural Enrichment Program on October 17, 2025

It was moved by Susan Pike and seconded by Sidney Tuttle to approve payables as presented.

Roll call vote: Passed

Anita LaPointe: Absent, Waylon LaPlante: Yea, Susan Pike: Yea, Larry Thomas: Yea, Sidney Tuttle: Yea, Dewayne Wabasha: Yea
Yea: 5, Nay: 0, Absent: 1

VIII. Student Presentation -Junior High

Student Presentation by Mrs. Tucker's Class — shared and enacted a book review "A Raisin in the Sun"

IX. **Discussion and Action Items**

IX.A. At Will Employment Agreement for Classified Staff

It was moved by Dewayne Wabasha and seconded by Susan Pike to approve the Classified At Will Employment Agreement.

Roll call vote: Passed

Anita LaPointe: Absent, Sidney Tuttle: Abstain (Without Conflict), Waylon LaPlante: Yea, Susan Pike: Yea, Larry Thomas: Yea, Dewayne Wabasha: Yea
Yea: 4, Nay: 0, Absent: 1, Abstain (Without Conflict): 1

IX.B. New Hires / Resignations

Absent: Dewayne Wabasha. Present: 4, Absent: 2. Dewayne Wabasha-Left the meeting.

No new hires.

It was moved by Larry Thomas and seconded by Sidney Tuttle to go into Closed session at 12:31 to discuss personnel.

Roll call vote: Passed

Anita LaPointe: Absent, Waylon LaPlante: Yea, Susan Pike: Yea, Larry Thomas: Yea, Sidney Tuttle: Yea, Dewayne Wabasha: Yea
Yea: 5, Nay: 0, Absent: 1

It was moved by Susan Pike and seconded by Sidney Tuttle to come out of Closed session at 12:34pm.

Roll call vote: Passed

Anita LaPointe: Absent, Waylon LaPlante: Yea, Susan Pike: Yea, Larry Thomas: Yea, Sidney Tuttle: Yea, Dewayne Wabasha: Yea
Yea: 5, Nay: 0, Absent: 1

It was moved by Susan Pike and seconded by Sidney Tuttle to accept resignation of Katelynn Justo - para professional.

Roll call vote: Passed

Anita LaPointe: Absent, Waylon LaPlante: Yea, Susan Pike: Yea, Larry Thomas: Yea, Sidney Tuttle: Yea, Dewayne Wabasha: Yea
Yea: 5, Nay: 0, Absent: 1

IX.C. Purchase of Vision Screener

It was moved by Susan Pike and seconded by Sidney Tuttle to approve purchase of Vision Screener from School Health.

Roll call vote: Passed

Anita LaPointe: Absent, Dewayne Wabasha: Absent, Waylon LaPlante: Yea, Susan Pike: Yea, Larry Thomas: Yea, Sidney Tuttle: Yea
Yea: 4, Nay: 0, Absent: 2

IX.D. KCAV - Multipurpose Room Projector and Main Gym Sound

Supt. Shepard said they were looking into a purchase of scoreboards for big gym.

It was moved by Sidney Tuttle and seconded by Susan Pike to approve purchase of Multipurpose Projector and Main Gym Sound from KCAV.
Roll call vote: Passed

Anita LaPointe: Absent, Dewayne Wabasha: Absent, Waylon LaPlante: Yea, Susan Pike: Yea,
Larry Thomas: Yea, Sidney Tuttle: Yea
Yea: 4, Nay: 0, Absent: 2

IX.E. Health Curriculum

It was moved by Sidney Tuttle and seconded by Larry Thomas to approve purchase of Health Curriuclum.
Roll call vote: Passed

Anita LaPointe: Absent, Dewayne Wabasha: Absent, Waylon LaPlante: Yea, Susan Pike: Yea,
Larry Thomas: Yea, Sidney Tuttle: Yea
Yea: 4, Nay: 0, Absent: 2

IX.F. Retro Pay - New Payscale

It was moved by Larry Thomas and seconded by Sidney Tuttle to approve retro pay concerning the newly approved payscale.
Roll call vote: Passed

Anita LaPointe: Absent, Dewayne Wabasha: Absent, Waylon LaPlante: Yea, Susan Pike: Yea,
Larry Thomas: Yea, Sidney Tuttle: Yea
Yea: 4, Nay: 0, Absent: 2

IX.G. Retention Payment

Retention payment for Certified 5,000 and Classified 2,500. This is for Staff who did not receive the sign on bonus.

It was moved by Susan Pike and seconded by Sidney Tuttle to approve Retention Incentive payment, with the intention of employees completing the 2025-26 school year. Failure to do so will result in repayment by the employee..
Roll call vote: Passed

Anita LaPointe: Absent, Dewayne Wabasha: Absent, Waylon LaPlante: Yea, Susan Pike: Yea,
Larry Thomas: Yea, Sidney Tuttle: Yea
Yea: 4, Nay: 0, Absent: 2

IX.H. Facility Use

Discussion about private events versus Tribal events.

IX.I. Vehicle Purchase

It was moved by Larry Thomas and seconded by Sidney Tuttle to to purchase vehicles up to 70,000 per vehicle.
Roll call vote: Passed

Anita LaPointe: Absent, Dewayne Wabasha: Absent, Waylon LaPlante: Yea, Susan Pike: Yea,
Larry Thomas: Yea, Sidney Tuttle: Yea
Yea: 4, Nay: 0, Absent: 2

X. **Reports**

X.A. Superintendent

Supt. Shepard shared with the board draft copies of different options and one being a 4 day school week for 2025-26.

X.A.1. Special Education Review Procedures

Supt. Shepard shared with the Board the Special Education Procedures for their review.

X.B. EC Director, ELEM Principal & MS-HS Principal

Reports given by: Ms. Phelps - Elementary and Mrs. LaPlante MS-HS

X.C. Committee Reports

- XI. ***Closed Session:** If, during the course of the meeting discussion of any item on the agenda should be held in closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

It was moved by Sidney Tuttle and seconded by Susan Pike to go into closed session at 1:13pm for personnel.

Roll call vote: Passed

Anita LaPointe: Absent, Dewayne Wabasha: Absent, Waylon LaPlante: Yea, Susan Pike: Yea, Larry Thomas: Yea, Sidney Tuttle: Yea

Yea: 4, Nay: 0, Absent: 2

It was moved by Sidney Tuttle and seconded by Larry Thomas to come out of closed session at 1:23pm.

Roll call vote: Passed

Anita LaPointe: Absent, Dewayne Wabasha: Absent, Waylon LaPlante: Yea, Susan Pike: Yea, Larry Thomas: Yea, Sidney Tuttle: Yea

Yea: 4, Nay: 0, Absent: 2

XII. **Adjourn**

It was moved by Larry Thomas and seconded by Sidney Tuttle to adjourn meeting at 1:23pm.

Roll call vote: Passed

Anita LaPointe: Absent, Dewayne Wabasha: Absent, Waylon LaPlante: Yea, Susan Pike: Yea, Larry Thomas: Yea, Sidney Tuttle: Yea

Yea: 4, Nay: 0, Absent: 2



create engaging spaces

Santee CS - Multipurpose Room Projector and Main Gym Sound - 8-18-25

Proposal No. 55592
10-16-2025

Prepared for:

Santee Community Schools
206 Frazier Ave E
Niobrara, NE 68760 USA

Contact:

Emily Romkema
Ops Manager and Tech Director
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Prepared By:

KCAV - Omaha
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At KCAV, we help our clients succeed by providing audio-visual solutions that deliver results. We look forward to partnering with you to create engaging spaces to learn, work and share!

COMPANY HISTORY

Kansas City Audio-Visual (KCAV) was founded in 1953 by Mickey Adler, who offered his clients innovative solutions of the time - dictating machines, opaque projectors, and overhead projectors. Today, KCAV remains family-owned and run by Jerry & Lisa Bernard, Mickey's son-in-law and daughter. And while technology has definitely changed since 1953, KCAV's commitment to the customer has not.

At KCAV, we are committed to:

- Integrity at the core of everything we do.
- Innovative, reliable solutions that help our customers succeed.
- Long-term relationships based on trust, proactive communication, and high-quality service.

In 2018, KCAV acquired Engaging Technologies, a family-owned audio-visual technology company based in Omaha, further expanding KCAV's footprint into Nebraska and Iowa. Now, over sixty-five years later, KCAV is one of the largest suppliers of audio-visual technologies in the Midwest.

THE KCAV TEAM

We believe that people choose to do business with people. Our business model is based on offering our clients personal service from AV professionals at every stage of your experience. The KCAV Sales Team is distributed throughout Kansas, Nebraska and Missouri, allowing us to offer local, personalized service. Our Sales Team will partner with you, investing the time and resources to understand your needs, goals and realities. With that understanding, the KCAV Team will design, install, and support solutions that will transform your learning, working and sharing spaces - including meeting and collaboration spaces, classrooms and training rooms, and larger venues such as auditoriums, gymnasiums, and more.

Our full-time, industry-certified Design and Engineering Team takes pride in providing cost-effective systems that provide quality, worry-free operation. Big or small, each project receives individual attention from experienced professionals. In addition, our strong relationships with hundreds of manufacturers allow us to offer the latest technology at a cost you will appreciate.

Our KCAV Operations Team includes full-time engineers, project managers, and technical staff that hold industry-recognized certifications and strive to provide you with an exceptional client experience. In addition to providing thorough, quality, on-site installation, we place great value on providing you with proactive communication so that there are no surprises throughout the process.

After installation is complete, you'll receive on-site training in the operation of your installed systems. In addition, we offer optional high-quality professional development delivered by our Implementation Specialist, a trained educator experienced in helping users of all levels better utilize your technology investment.

Finally, the KCAV Service Team will provide you with "peace-of-mind" support, offering both telephone-based support with after-hours paging service, as well as on-site service to maximize the utilization of your new audio-visual system.

We look forward to welcoming you to the KCAV family of clients.

I. SUMMARY: This solution will provide Santee Community Schools (hereafter "the client) with a new projector in their School Multipurpose Room and Upgrade the Audio System in the Main Gym.

II. SYSTEM DESCRIPTION:

A. Multipurpose Room

- **Functionality Description:**
 - Users will be able to present a source from an HDMI input, that KCAV will install at a client specified location. A button panel can be used at that location to power the projector on and off, as well as adjust the loudness of the program material. This proposal does not include control of the existing screen.
- **Projector**
 - 6000 Lumen Projector with 20,000 hour Laser light engine
 - Audio will be extracted from the projector and ran to the existing Allen & Heath 18 ZED mixer.
- **Screen**
 - Existing 9.12' x 5.65' Screen
- **Inputs**
 - HDMI - HDBaseT input installed at client specified location
- **Control**
 - Button Panel installed with HDMI - HDBaseT input to power projector on/off

B. Gym

- The existing cassette system, and CD player, will be removed and replaced with a new CD/SD/USB/Bluetooth receiver.
- The existing door from the front of the rack will be replaced with a new plexiglass door to improve the reception of the Bluetooth receiver inside. If it is determined that the door is not compatible, the client will not be charged for the door, but the range of Bluetooth reception can not be guaranteed.
- The wireless microphone antennas will be replaced with new antennas mounted on the rack to improve reception.
- A new drawer for the wireless microphone will be installed.

PLEASE NOTE: This installation assumes that all existing equipment, cables, speakers, etc. in the system are in good working order. The client assumes responsibility for any cost (including labor and travel costs) incurred should this be found not to be the case.

PLEASE NOTE: KCAV has included a \$1,000 contingency budget in this proposal. This budget is included to expedite the acquisition and implementation of unforeseen items or requirements. Any part of this budget not used in the completion of this project will be reduced from the final invoice of the project.

III. CLIENT RESPONSIBILITIES

- Supply a recently serviced lift capable of reaching the gym ceiling for installation of the projector and cabling.
- Provide 120V outlet near to the location of the projector prior to installation.
- The client is responsible for providing a dumpster for packaging waste during the installation.
- Provide information regarding the location(s) of the HDMI input.

IV. EXCLUSIONS: The following work is not included in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements and/or repair.
- All millwork (moldings, trim, cut outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

****Customer approval of this Scope of Work will be confirmed in the Signature section of this proposal.****

MATERIALS & SERVICES

MAIN GYM

Tascam	CD-400U	Bluetooth/Cd/Media Player	1.00	\$586.67	\$586.67
Covid	1LRS-KCAV-007	KCAV VANITY PLATE-1Ru, Flat, BA, KCAV logo w/ 2xRJ45 Punch Outs	1.00	\$0.00	\$0.00
KCAV	BUDGET-TBD	Product to be determined for antenna replacement	1.00	\$200.00	\$200.00
Middle Atlantic	PFD-10	10SP PLEXI FRONTDRUNIV.B	1.00	\$292.60	\$292.60
Various	OFE	EXISTING RACK	1.00	\$0.00	\$0.00
Middle Atlantic	UD2	2SP UTIL.DRAWERBLK	1.00	\$163.54	\$163.54
Middle Atlantic	FI-2	FOAM INSERT 2 SPACE	1.00	\$48.86	\$48.86
MAIN GYM TOTAL:					\$1,291.67

MULTIPURPOSE ROOM

Chief	RPAUW	Universal RPA White	1.00	\$185.93	\$185.93
Chief	CMS0406W	Adj. Pipe 48" To 72" White - Unused one will be removed from project	1.00	\$186.41	\$186.41
Chief	CMS0608W	Adj. Pipe 72" To 96" White - Unused one will be removed from project	1.00	\$201.81	\$201.81
Chief	CMA340	Support Bracket And Cable Assy	1.00	\$227.23	\$227.23
Chief	WMA2S	Heavy Duty Wall Mount Accessory, Dual Stud	1.00	\$228.77	\$228.77
Extron	60-804-01	Passive Audio Summing Adapter with RCA Inputs and Balanced/Unbalanced Output	1.00	\$58.11	\$58.11
Covid	EHB-232-W	HDBaseT Set, HDMI + USB-C Wallplate, 4K, Tx-WP+ Rx-Box	1.00	\$421.67	\$421.67
Allen & Heath	OFE	Existing Audio Mixer	1.00	\$0.00	\$0.00
Epson	ELPSP10	EPSON PixiePlus Projector Controller	1.00	\$274.00	\$274.00
Various	OFE	OFE Screen 9.12' x 5.65'	1.00	\$0.00	\$0.00
Epson	V11HB29020	POWERLITE L690U PROJECTOR WIFI	1.00	\$3,069.00	\$3,069.00
MULTIPURPOSE ROOM TOTAL:					\$4,852.93

OVERALL

KCAV	LODGING-MEALS	Lodging & Meals	6.00	\$250.00	\$1,500.00
KCAV	SHIP-HANDLING	Shipping & Handling of all above items	1.00	\$500.00	\$500.00
Tariff Contingency	TARIFF CONTINGENCY	This Does Not Include Any Tariffs- KCAV Will Charge Exact Costs Associated With Tariffs	1.00	\$0.00	\$0.00
KCAV	BUDGET	Contingency Budget	1.00	\$1,400.00	\$1,400.00
Various	OFE	Owner Furnished Lift	1.00	\$0.00	\$0.00
KCAV	CONSUMABLES	Installation Materials	1.00	\$190.38	\$190.38
OVERALL TOTAL:					\$3,590.38
TOTAL PURCHASED EQUIPMENT					\$9,734.98

INSTALLATION SERVICES

DESCRIPTION	TOTAL PRICE
Commissioning	
Design	
Installation - Onsite	
Project Management	
Travel Time	
TOTAL INSTALLATION SERVICES	
\$9,160.00	

SERVICE COVERAGE

PART NUMBER	MANUFACTURER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
WARRANTY	KCAV	Workmanship Warranty (90 days)	1.00	\$0.00	\$0.00
TOTAL SERVICE COVERAGE					\$0.00

Subtotal: \$18,894.98

Tax: \$0.00

TOTAL: **\$18,894.98**

GENERAL TERMS AND CONDITIONS

These Terms & Conditions are by and between Kansas City Audio-Visual, Inc. (the "Company") and the undersigned Customer (the "Customer").

- 1. GRANT OF SECURITY INTEREST:** By signing below, Customer acknowledges that this contract serves as a security agreement within the meaning of the Uniform Commercial Code (UCC), and Customer agrees that Company may file such UCC financing statements as are appropriate to perfect Company's security interest in the equipment.
- 2. INSTALLATION:** Customer hereby grants to Company or its agent the right to install the equipment, to the extent such installation is specified above. Customer represents and warrants that all necessary governmental and third-party approvals for installation of the equipment have been obtained, unless otherwise specified. Delays in installation caused by public agencies, manufacturers, suppliers, acts of God, pandemics, strikes or other union bargaining, and all acts not directly attributable to Company, shall not in any way affect the obligations of Customer, and Company's obligations with respect to such installation shall be suspended during the event causing the delay. Company shall not be responsible for damages from any such delay.
- 3. TAXES, FEES, AND PERMITS:** Customer agrees to pay Company all applicable Federal, State, and local taxes, excises, permits, and fees. All dollars in this Agreement are pre-tax, unless otherwise stipulated.
- 4. SHIPPING:** All shipments of equipment are FOB Company's distribution facilities.
- 5. RESPONSIBILITY:** Until balance is paid, Customer agrees to take proper care of the equipment on premises and to be responsible for any damage or loss by fire, theft, casualty, or any other cause whatsoever, and will not permit or suffer same to be removed from the place of its location at address of Customer, without written consent of Company or assigns.
- 6. GENERAL:** This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and supersedes all prior conversations, agreements, representations and promises, whether verbal or written. No modification of this Agreement shall be valid, unless made in writing and properly signed by each party. The provisions of this Agreement are severable; if any clause or provision shall be held invalid or unenforceable, in whole or in part, then such invalidity shall attach only to such clause or provision. Customer shall pay all attorneys' fees and other costs and charges incurred by Company in the collection of debt.
- 7. INFRASTRUCTURE:** In the event that Company is installing equipment or systems that require connectivity to the Customer's network including, but not limited to, VOIP connectivity, internet access, wireless network access, firewall traversal, and/or port forwarding, Company may advise Customer as to the network requirements, but any responsibility for infrastructure on the part of Company stops at the installed equipment's network jack or wireless connection and configuration of the network settings on the device sold by Company. Company is not responsible for updating network settings in the event the Customer's network changes. If the Customer's network is not "Plug and Play," then any custom network settings must be supplied by Customer to Company before the start of installation.
- 8. INSTALLATION AND SITE PREPARATION:** Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, Customer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for supervision of installation.

Company agrees to coordinate with other trades to facilitate satisfactory work progress. If Company's work in progress is impeded by other trades and/or contractors (excluding Company's own subcontractors) or by scheduling delays due to Customer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.

Customer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions, including the requirements specified in the proposal. Company shall not be responsible for any high-voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications.

Unless otherwise specified, Customer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this Agreement.

Customer shall provide the Company with reasonable access to the installation site before delivery, based upon a mutually agreed upon project schedule, for purposes of determining site readiness for installation. Customer will designate an individual on Customer's staff to serve as a contact person for all site preparation and installation issues. Customer shall indemnify the

Company against any loss, damage or claim arising out of the condition of the storage and installation premises.

Customer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required for the installation and/or use of the equipment and the premises where the equipment shall be situated.

9. LIMITATION OF LIABILITY:

(a) **Cap on Liability:** Except as otherwise provided in this Agreement, the total aggregate liability of either Party, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by Client during the twelve (12) months immediately preceding the event giving rise to such liability.

(b) **Exclusion of Damages:** Neither Party shall be liable for any consequential, incidental, indirect, exemplary, punitive, or special damages, including loss of profits, revenue, goodwill, or business interruption, even if advised of the possibility of such damages.

(c) **Exceptions:** These limitations shall not apply to indemnification obligations, breaches of confidentiality, gross negligence, willful misconduct, or liability that cannot be limited by law

10. LIMITATIONS OF WARRANTY - PRODUCTS OF OTHERS: Unless otherwise specified, no warranty is provided for "consumables," including batteries, lamps, glassware and evacuated devices.

Company's sole obligation with respect to any material or part identified in the quotation, literature, or specifications furnished to the Customer as manufactured or supplied by others, shall be to pass on to Customer the applicable manufacturer's warranties, if any.

11. CHOICE OF LAW AND SEVERABILITY: This agreement shall be interpreted in accordance with and governed in all respects by the law of Missouri. Venue shall be Kansas City, Missouri. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein.

12. PROJECT/ORDER CANCELLATION: Customer must notify Company via both orders@kcaav.com and sales representative in writing to cancel a project or order. Upon receipt of the notice, Company will acknowledge in writing Customer's order cancellation and provide the official date of cancellation.

Projects that are cancelled within sixty (60) calendar days of notification for Company to proceed with the work are subject to a 25% restocking charge (plus return shipping to the manufacturer) on all hardware and are subject to payment for professional services provided by Company prior to the date of cancellation (engineering/design services, project management, etc.).

Projects that are cancelled sixty-one (61) or more days after Company has been notified to proceed are subject to full payment for all hardware that has been received by Company and Customer in conjunction with the order. Company will make reasonable effort to obtain exceptions from suppliers for the return of equipment with restocking charges and will notify customer of any such options. Additionally, client is responsible for payment of professional services provided by Company prior to the date of cancellation (engineering/design services, project management, etc.).

Custom items may be noncancellable and are not returnable.

13. RESTOCKING FEES: In the event Customer wishes to return any returnable equipment, Customer agrees to pay restocking fees of 25% of the sale price in addition to any applicable shipping charges.

14. CHANGE ORDERS: Any changes of scope made to the design of the system or the contractual agreements in implementation or functionality will require a mutually agreed upon "Change Order" form signed by an authorized representative for the Customer.

15. TARIFFS: Due to the recent US imposed tariffs on goods and supplies, Company has included a tariff contingency budget in this proposal. Many of our suppliers manufacture their products in these countries, and Company is setting this contingency budget in place to help cover any potential unforeseen increases in hardware and cabling costs. We have been alerted by many of our manufacturing partners that an increase is imminent. To what degree and at what percentage, we are unsure at this time. Company is forecasting ahead, as best as we can, to cover these unknown increases with this contingency budget. Any part of this contingency budget not used towards hardware and cabling cost increases, due to tariffs, will be reduced from the final invoice of the project.

16. PROFESSIONAL DEVELOPMENT SERVICES: Unless specified otherwise, any purchased training or professional development services must be conducted within 12 months of placement of the sales order, unless mutually agreed upon

otherwise in writing. Company will consider any contract to deliver professional development services fulfilled on the date 12 months after placement of sales order.

17. DESIGN SERVICES: All designs are the property of the Company. If Customer contracts with the Company to implement the design, the design shall become the property of Customer. If Customer wants to use the Company's design for an RFP, bid or any other purposes without implementation by the Company, the Company will advise Customer of the fee to purchase the design. Upon payment of the fee, the design becomes the property of Customer.

18. CONFIDENTIALITY: This Agreement and all drawings, specifications, and designs are the property of the Company. Proprietary information provided to Customer (or its agents) is for the sole purpose of demonstrating the Company's capabilities and shall be held in confidence. These materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of the Company. Any effort to do so will be considered a violation of copyright law.

19. PARAGRAPH HEADINGS: The paragraph headings contained herein are for the convenience of reference only and shall not be construed to affect the interpretation or construction of any substantive provision of this Agreement.

KCAV PROJECT WARRANTY

KCAV offers a 90-day warranty on labor and workmanship, beginning on the date of substantial completion of your project. In the event there is a service issue, and it is determined that the issue is due to project workmanship, KCAV will rectify the issue at no cost to the client. KCAV offers a 90-day warranty on any manufacturer's components included in the project and purchased directly from KCAV. KCAV will work with the manufacturer and client to remove, replace, and reinstall the defective equipment at no charge to the client. KCAV supports the manufacturer's warranty on all hardware. Manufacturer warranties range in time and may be as long as five years. Most manufacturer warranties are based upon depot service. As such, the manufacturer warranty does not cover such items as travel and labor to remove defective equipment, or to reinstall replacement equipment. In the event of a service call which turns out to be related to issues outside of warranty (act of God, user-error, etc.), KCAV will submit an invoice for travel, time, and materials related to the service call. KCAV can provide more information regarding handling of hardware-based warranty situations upon request. KCAV is not responsible for warranty or support of existing Owner Furnished Equipment (OFE).

Maintenance and service agreements are available for extended periods of time. If you have interest in learning more, please contact KCAV at (service@k cav.com) for more information.

KCAV SERVICE OPTIONS

KCAV offers three levels of hourly service, in order to address a full range of situations that require timely, high-quality service of our clients' AV system.

Standard-Level Service

Standard-level service takes place between the hours of 8:00am - 5:00pm, Monday-Friday. Standard-level services requires a minimum of two business days' advance notice for scheduling purposes. While KCAV will make every effort to perform standard service sooner than two days from the client's request, this will not always be possible.

Priority-Level Service

Priority-level service takes place between the hours of 8:00am - 5:00pm, Monday-Friday. Priority-level service will be performed with less than two business days' advance notice. Priority-level service is designed for time-sensitive service needs which do not allow for two or more business days' advance notice.

After-Hours Service

After-hours service takes place outside of 8:00am - 5:00pm, Monday-Friday, and also takes place on federal holidays. After-hours service is designed for service needs which cannot be addressed during standard business hours.

Please note the following which apply to all levels of service provided by KCAV:

- Service time is portal-portal. The time is calculated from the time the service technician departs the KCAV office until the time the service technician returns to the KCAV office.
- A two-hour minimum will be charged for all service calls.
- A dispatch fee is added to each service call to account for the costs of operating the service vehicle.

1. **DELAYS:** All orders are subject to the Company's ability to make delivery at the time specified, and the Company shall not be liable for damages for failure to make partial or complete delivery. The Company shall not be liable for delays in delivery caused by forces not reasonably within Company's control (including but not limited to delays or defaults by carriers, extreme cold weather, floods, fires, storms, or other acts of God, war or act of public enemy or civil disturbance, strikes, lock-outs, shortages of labor or raw materials and supplies, action of any governmental authority, or any other force majeure event). Customer shall be liable for any added expenses incurred by the Company because of, including but not limited to, Customer's delay furnishing requested information to the Company; delays resulting from order changes by Customer; delays related to Customer's network configuration or other systems issues; or conditions affecting installation duration, off-hours or continuous workdays of 8 am to 5 pm.

2. **EQUIPMENT AND MATERIALS PRICE INCREASE:** Company shall be entitled to additional compensation from Customer in the event there is a significant increase in price of any specific item of equipment or materials of seven percent (7%) or more between the date the Agreement is signed and the date that equipment and materials are purchased for the work to be performed on the project.

3. **DELIVERY COSTS & CLAIMS:** Customer agrees to pay for all shipping or transportation costs of the equipment as and if stated on Company's proposal and/or the invoice. Company shall not be liable to Customer for any damage to or loss of equipment in transit. Company's only recourse as to such damage or loss shall be with or against carrier, and all claims must be filed with the carrier. Upon delivery, Customer must inspect and verify that contents match the packing list and are without damage. If there are any discrepancies or damages, Customer must notify Company in writing within three (3) business days, or such claims shall be waived.

4. **HARDWARE-ONLY ORDERS:** Orders over \$50,000 consisting of hardware only require a 50% deposit.

5. **INSTALLATION PROJECTS:** In keeping with industry standards, payment terms for projects over \$50,000 that involve installation are as follows:

- 50% deposit in advance of start of project
- 40% invoiced following delivery of hardware
- 10% remaining invoiced upon Substantial Completion of project

6. **PAYMENT & PAST DUE ACCOUNTS:** All payments are due within thirty (30) days of the invoice date unless an advance deposit is required on Company's quote. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Customer agrees to reimburse Company for all attorneys' fees and court costs in connection with default of these payment terms by Customer.

7. **CREDIT & CREDIT CARD PURCHASES:** Credit payment terms must have the prior approval of Company. Company reserves the right to stop delivery of equipment or provision of services if Customer's financial condition becomes impaired or unsatisfactory to the Company. Additionally, Company may require payment in advance or other security, and, in the absence thereof, may cancel, without liability, the unfilled portion of an order. Credit card purchases shall be subject to a four percent (4%) convenience fee where allowed.

PROPOSAL SUMMARY

BILL TO:	SHIP TO:
Santee Community Schools 206 Frazier Ave E Niobrara, NE 68760	Santee Community Schools 206 Frazier Ave E Niobrara, NE 68760

Subtotal: \$18,894.98
Tax: \$0.00
TOTAL: **\$18,894.98**

This proposal shall become binding on the parties hereto when signed by the Customer and accepted by the Company.

_____ By initialing here, the Customer confirms that they have read, understood and agree to the Company's Terms and Conditions.

_____ By initialing here, the Customer confirms they have read the included Scope of Work and agree that it meets their needs. Should the Customer's needs change, the Company will provide a Contract Change Order to adjust the contract based on changes to the Scope of Work, which could include changes to Equipment, Labor and/or other charges.

CUSTOMER: **Santee Community Schools**

Kansas City Audio-Visual, Inc.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____