

Record of Proceedings Minutes of Regular Meeting

**Board of Education
Regular Meeting**

**Monday
November 18, 2019**

The Field Local School District Board of Education held its Regular Meeting on Monday November 18, 2019 in the Field High School Cafeteria, 2900 State Route 43, Mogadore, OH 44260 at 7:00 P.M.

- **Pledge of Allegiance**
- **Silent Meditation**
- **Roll Call**

Steve Calcei-Yes, Julie Kline-Yes, Randy Porter-Yes, Larry Stewart-Yes, Laura May-Yes
Student Representative-Sarah Snyder-Yes

Member Kline moved, seconded by Member Calcei that the Field Local Board of Education approve the minutes from the October 14, 2019 regular meeting. **19-0066**
Roll Call: Kline-Yes, Calcei-Yes, Porter-Yes, Stewart-Yes, May-Yes.
President declared the motion carried.

Member Stewart moved, seconded by Member Porter the Field Local Board of Education adopt the following agenda for the November 18, 2019 regular meeting. **19-0067**
Roll Call: Stewart-Yes, Porter-Yes, Calcei-Yes, Kline-Yes, May-Yes.
President declared the motion carried

Student Representative Report – The play “Ain’t She Sweet,” performed by our drama club was a wonderful play and was a huge success. /There is a food and hygiene drive going on throughout the school until November 21st. All donations will go to the Brimfield Community Cupboard. /there will be a 4-on-4 volleyball tournament put on by Student Council on Wednesday, November 27th. /Teen Institute will be hosting the second annual Holiday Craft Fair on Saturday, December 7th from 9-3. /On Tuesday, December 10th, Student Council will be volunteering at the Haven of Rest, a homeless shelter in Akron.

Superintendent’s Report - Legislatively, I will know more after tomorrow as I will be attending a legislative meeting. At Capital Conference I attended a session where another district had an interesting concept that I shared with our Administration team. They said that they tell their students and families that the purpose of school and especially high school is to help all students find their purpose of being. They define the purpose of being as the intersection of four things: what you like, what your good at doing, what the world needs and what you can make a living at. If you can find something that intersects all four of those, you have found your purpose for being. I thought that was a really interesting concept and it's something we might work with a little bit here.

Board President May - Invited Nic Coia, Brimfield Trustee, to speak to discuss the Community Reinvestment Area proposal that Brimfield has been working on in conjunction with Field schools. He

will talk about it and what it is. If we go forward with it, it will be a joint effort to give them a tool at which we would vote on next month

Legislative Liaison Report - Mr. Stewart discussed the provisions of H.B. 2 which would create a Tech. Ed. Program to provide reimbursement to eligible employers for training costs. For kids that are looking for scholarships that might not want to go to college, it gives them a chance to pursue other avenues such as this that would be paid for.

- **Recognition of visitors**

Public participation is encouraged during this portion of the Field Local business meeting. If you have questions, suggestions, or concerns, your first contact should be with the teacher or principal at the school building level. If you are not satisfied with the response you may contact the superintendent. By following this procedure, you will generally receive a prompt, informed response. The Board of Education recognizes the value of public comment on educational issues and the importance of allowing citizens to present helpful suggestions for the school district. Public participation at board meetings is governed by the following guidelines:

Public comment is permitted during the recognition of visitor's portion of the meeting and will not exceed thirty minutes total. Attendees must register their intention to participate in the public portion of the meeting upon their arrival at the meeting. Speakers must be recognized by the presiding officer and preface their comments by stating their name, address, and group affiliation, if appropriate. Each speaker is limited to three minutes and may not speak twice on the same subject until all have spoken. Persons desiring more time should follow the procedure of the board to be placed on the regular agenda. All statements shall be directed to the presiding officer; no person may address or question Board members individually.

(R.C.3313.20 Board Policy | Chapter 1 - Board of Education | Policy 1.16 | Adopted August 10, 2015)

Member Calcei moved, seconded by Member Porter that the Field Local Board of Education approve the consent agenda as presented. 19-0068

Mr. Heflinger commented-The contract for OHM is on the agenda for the main campus parking lot. They have already gotten started. They are doing a tremendous amount and we are very pleased with their work and their promptness. We are being as flexible with them as we can in order to be on schedule. We are trying to give them as much time as needed, so that we can complete the project in one summer. Doing so will benefit us from the economies of scale by having everything on site one time rather than having to drag it out over two summers.

The contract is also on the agenda for the track resurfacing that will take place in the spring as well. The Big Red Foundation which is also on the agenda gave a donation of \$30,000.00 to cover well more than half the cost of the track resurfacing. We can't thank them enough along with all they do to support the district and the students.

Mr. Carpenter commented-The district finished FY 19 with a \$910,000.00 cash balance which was higher than projected. As you recall, the district received an unexpected refund from the Portage County Auditor's Office from the Real Estate Appraisal Fund in the amount of \$497,000.00 along with the district's purchased services and supplies coming in below budget. Those were the two major

significant areas that contributed to the higher ending fund balance. Moving forward on the forecast, it takes into consideration the things we know as of now.

I also want to say that with the passage of the levy, the Board along with the Administration is still committed in moving forward in a fiscally responsible manner. We appreciate what the community has entrusted to us and we are going to do everything that we can in our power to make these new levy funds last as long as we can and continue to provide a great education.

Roll Call: Calcei-Yes, Porter-Yes, Kline-Yes, Stewart-Yes, May-Yes.
President declared the motion carried

CONSENT AGENDA

Superintendent Items

- **Employment** – The Superintendent recommends that the Field Local Board of Education employ/approve the following pending completion of proper paperwork:

Certified Employment

1. Sarah Dee, Home Instructor for the 2019-2020 school year.
2. Megan Eader, District Tutor-hours increased to 7.5 per day for the remaining 139 days of the 2019-2020 school year. Rate of pay per Negotiated Agreement.
3. Amend the following contracts as a result of new FLTA agreement:
 - Blair Stockley, Guidance Counselor-15 extended days at daily rate.
 - Melanie Crookston, Special Ed Dept. Head Suffield (all year), Brimfield, Middle School High School, 2nd semester only.
 - Kim Heflin, Speech/Language Pathologist, up to 5 extended days at daily rate.
 - Melanie Crookston, Speech/Language Pathologist, up to 5 extended days at daily rate.
 - Kristine Baker, District Librarian, up to 10 extended days at daily rate.

Classified Employment

1. Heather Matijakovic, Paraprofessional at Brimfield effective October 25, 2019 for the remaining 142 days of the 2019-2020 school year. Rate of pay per Negotiated Agreement.
2. John Sollers, 8 Hour Asst. Custodian at Suffield effective November 11, 2019 for the remaining 187 days of the 2019-2020 school year. Rate of pay per Negotiated Agreement.
3. Laura Goldman, athletic ticket taker for the 2019-2020 school year.
4. Beth Dyer, athletic ticket taker for the 2019-2020 school year.
5. Nikki Parkhill, athletic ticket taker for the 2019-2020 school year.
6. Darlene Steiner, athletic ticket taker for the 2019-2020 school year.

Classified Substitutes (2019-2020 School Year)
Pending completion of required paperwork/certification

John Sollers (eff. 10/23/19)
Thomas Madrin (eff. 11/11/19)
Kelly Pringle

Joanne Kuchenbecker (eff. 10/31/19)
Shelly Watts
Sharon Sackett

- **Resignation(s)**- The Superintendent recommends that the Field Local Board approve the following resignations:
 1. Lee Lance, Bus Driver, effective October 18, 2019.
 2. Karen Zarzour, Bus Driver, effective November 1, 2019 due to retirement.
 3. Ronald Schrock, Asst. Custodian at Middle School effective January 1, 2020 due to retirement.
 4. Donald Reckner, Bus Driver, effective December 3, 2019.

- **Leave of Absence-** The Superintendent recommends that the Field Local Board approve FMLA medical leave of absence to run concurrent with sick leave for Kristen Luchka (Title I teacher at Brimfield) until further notice.

- **Leave of Absence-** The Superintendent recommends that the Field Local Board approve a 12 week FMLA parental leave of absence to run concurrent with sick leave for Catherine Carreira (Kindergarten teacher at Brimfield), then extending leave for the rest of the 2019-2020 school year.

- **Resignation(s) / Transfer(s)** - The Superintendent recommends that the Field Local Board approve the transfer(s) of the following:
 1. Martha Long, Cook/Cashier at Suffield Elementary will transfer to Bus Driver (Bus #35) effective October 30, 2019.
 2. Michael Reichart, 5.5 Hour Custodian at Middle School will transfer back to 5.5 Hour Custodian at High School effective November 11, 2019.
 3. Russell Shaffer, Bus Driver-bus 6 will transfer to bus 2 effective November 18, 2019.

- **Supplemental Contract(s)** – The Superintendent recommends that the Field Local Board of Education employ the following for the 2019-2020 school year.

Certified Academic

Marisa Ritchey, Quiz Bowl Advisor-\$706.00
0 years experience, 1 year contract

Certified Athletic

Robert Harris, Girls Varsity Golf Coach-\$3,175.00
1 year experience, 1 year contract

The positions below have been posted and offered to those employees of the district who have a certificate of a type described in Section 3319.22 of the Ohio Revised Code and no such employee qualified to fill the position has accepted. The position has been advertised as available to any individual with such a certificate who is qualified to fill the position and is not employed by the board, and no such person has applied for and has accepted the position.

Classified Athletic

1. Cameron Brown, 7th Grade Boys Basketball Coach-\$2,117.00
0 years experience, 1 year contract
 2. Clifford Gulley, JV/Asst. Boys Basketball Coach-\$3,880.00
2 years experience, 1 year contract
 3. Mariah Siedler, Freshman Boys Basketball Coach-\$3,175.00
0 years experience, 1 year contract
 4. Matt Wilmoth, 8th Grade Boys Basketball Coach-\$2,117.00
0 years experience, 1 year contract
- **Volunteers** – The Superintendent recommends that the Field Local Board of Education approve the following volunteers for the 2019-2020 school year:
 1. Zach Brett, Varsity Boys Basketball.
 2. Jacob Lawhorn, Wrestling.
 3. Ed Shutty, Wrestling.
 - **Operations/Vendor Contracts** – The Superintendent recommends that the Field Local Board of Education enter into a vendor contract with the following:
 1. VASCO Sports Contractor, running track rejuvenation contract-\$53,897.00 (Exhibit S-1).
 2. Kristine Baker, Webmaster Contract Services including but not limited to website design, repairing, downloading documents, etc. Duration of contract: November 1, 2019 through October 31, 2020-\$4,999.00 (Exhibit S-2).
 3. Chisato Hammond, for private transportation costs for her child to attend First Start Preschool Program for the 2019-2020 school year. Payment will be \$100.00 per month for up to 6 months of attendance (Exhibit S-3).
 4. Summit Educational Service Center, tuition for a special education student to attend First Start Preschool Program, \$750.00 per month in addition to the preschool consortium rate (Exhibit S-4).
 5. OHM Advisors, asphalt, gravel and parking lots within the Field Local Schools Main Campus project (Exhibit S-5).

6. Davis Water Treatment, to service and maintain water systems at Central Elementary, Suffield Elementary, High School and Middle School-December 1, 2019 for 1 year (Exhibit S-7).
7. Spectrum Enterprise, Ethernet Services for Field Local Schools-3 year contract (Exhibit S-8).

- **Payment/Fiscal Item** – The Superintendent recommends that the Field Local Board of Education approve payment for the following:

Payment in lieu of transportation to the parents whose children attend parochial and/or private schools for the 2019-2020 school year (Exhibit S-6).

- **Board Policy** - The Superintendent recommends that the Field Local Board of Education conduct the first reading of the following policy for Board adoption:

7.33 Career Advising

- **Board Policy** - The Superintendent recommends that the Field Local Board of Education conduct the second and final reading of the following policy for Board adoption:

3.05 Staff Conduct

3.09 Alcohol and Drug-free Schools

6.09 Habitual Truancy Intervention Strategies

6.15 Graduation/Diploma Requirements Local seals are being developed and we will fill guidelines in at the November 2019 Board Meeting when we have final approval of policy.

6.18 Student Discipline

6.19 Code of Student Conduct

6.30 Immunization

6.37 Suspected Child Abuse or Neglect

6.41 Transportation

6.54 Student Transportation Management (NEW)

6.55 School Bus Routes and Stops (NEW)

7.04 Promotion, Placement and Retention

7.07 Special Accommodations for Student Assessments

7.15 Academic Prevention/Intervention Services

7.16 Extracurricular Activities

9.40 School Calendar (NEW)

9.41 Concussions and School Athletics (NEW)

Treasurer Items

- **Fiscal** – The Treasurer recommends that the Field Local Board of Education approve the following:

1. Financial reports for the period ending September 30, 2019.
2. State and Federal Grant Programs-Participation in the following State and Federal Grant Programs for FY20 along with FY19 carryovers and to create the necessary revenue and expenditure accounts:

<u>Fund</u>	<u>SPCC</u>		<u>FY2020 Allocation</u>	<u>FY2019 Carryover Allocation</u>
451	9020	One Net	\$7,200.00	\$0.00
516	9020	Title VI-B	\$400,602.91	\$15,299.61
516	9919	IDEA Restoration	\$0.00	\$4,712.20
551	9020	Title III Immigrant	\$0.00	\$3,615.07
572	9020	Title I	\$263,901.23	\$34,910.30
587	9020	PreSchool Bene.	\$10,682.60	\$0.00
590	9020	Title II-A TQu	\$46,945.70	\$45,146.13
599	9020	Title IV-A	\$20,161.95	\$2,886.23

3. Approve the following funds along with the necessary revenue and expenditure accounts:

019 9920 Making Middle School Grades Work
019 9020 ODNR Stepping Outside

4. Appropriation modification for the following funds:

019 9920 Making Middle School Grades Work \$0.00 to \$2,000.00
019 9020 ODNR Stepping Outside \$0.00 to \$500.00

5. Approve the awarding of two (2) used 72 passenger school busses to Myers Equipment Corporation as follows (**Exhibit T-1**).

2014 Thomas C2 \$38,020.00
2015 Thomas C2 \$43,492.00

6. Submission of the November five year forecast-FY20 through FY24 to the Department of Education as required (**Exhibit T-2**).

- **Donations** – The Treasurer recommends that the Field Local Board of Education accept the following donation(s):

1. Big Red Community Foundation, track resurfacing and repairs-\$30,000.00.
2. Field Middle School, anonymous donor for student lunches-\$100.00.

3. Tammy Mathia, 20 computer desks, 75 mice, 75 touch screen monitors, 30 computer speakers and 10 misc. power strips to Field Local Schools.
4. Elizabeth Fabian, cash donation to Brimfield Elementary-\$20.00.

Informational Items

1. The following degree changes will be effective beginning with the second semester of the 2019-2020 school year:

Ashley Mauger M+30 to M+45

2. Correction-Jessica Wiley, Paraprofessional at Suffield, should have been awarded a continuing contract beginning with the 2019-2020 school year at the April 15, 2019 meeting.

Board Item

Member Calcei moved, seconded by Member Stewart that the Field Local Board of Education appoint Donna Karg to serve as the board representative to Maplewood Career Center for her third consecutive, three (3) year term effective January 1, 2020 and ending December 31, 2022. Refer to ORC 3311.19(B) for term limits and restrictions. 19-0069

Roll Call: Calcei-Yes, Stewart-Yes, Kline-Yes, Porter-Yes, May-Yes.

President declared the motion carried

There being no further business to come before the Field Local Board of Education 19-0070
Member Porter moved, seconded by Member Kline to adjourn the November 18, 2019 regular meeting.

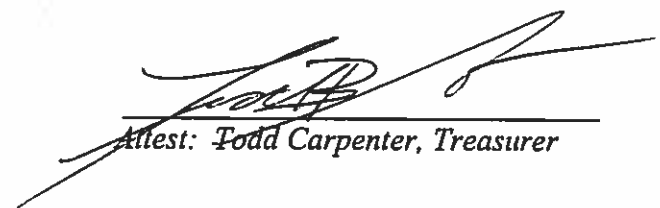
Roll Call: Porter-Yes, Kline-Yes, Calcei-Yes, Stewart-Yes, May-Yes.

President declared the motion carried

The meeting was adjourned at 7:20 P.M.



Laura May, President



Attest: Todd Carpenter, Treasurer



PROPOSAL SUBMITTED TO:
TIM FOX
FIELD LOCAL SCHOOLS
1473 SAXE ROAD
MOGADORE, OHIO 44260

LOCATION: October 17, 2019
RUNNING TRACK REJUVENATION

PHONE: (330) 531-3152

FAX:

Is job located within the city limits? ☐ no ☐ yes

PAYMENT TERMS: Net upon completion - 1¼% per month (18% APR) finance charge on all balances over 30 days. We propose to furnish material and labor according to the specifications below, for the sum of:

\$53,897.00

Material is guaranteed to be as specified and work will be according to standard practices. Changes from specifications involving additional costs will only be done upon a written order and will become an extra above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.
Note: This proposal may be withdrawn by us if not accepted within 30 days.

ESTIMATOR: Matt Wilson

SPECIFICATIONS:

Running Track Resurfacing
4,200 SY

1. Clean existing track of all dirt and debris.
2. Cut out and repair humped area on radius on track.
3. Apply tack coat to entire track and field events to ensure proper bond.
4. Apply 4.5 lbs. per SY of SBR rubber over track & field events.
5. Each lift of rubber will be coated with Plexitrac Binder.
6. Apply (1) coat of Plexitrac Coating with UV protection.
7. Stripe running track per American Sports Builders Association specifications.

Work performed in addition to the specifications listed above require additional charges.

Upon acceptance, please sign and return one copy.

ACCEPTANCE: The above specifications, conditions, and price(s) are acceptable. I authorize Vasco to do the work as specified.

DATE OF ACCEPTANCE

AUTHORIZED SIGNATURE

4270 Sterillite Street SE, Massillon, OH 44646 • (800) 487-0422 • (330) 832-5151 • fax (330) 832-4475 •

www.thevascogroup.com

Exhibit S-2
November 18, 2019

Kristine Baker
1154 Glenview Dr.
Mogadore, OH 44260
330-310-4072

Webmaster Contract:

Duration: November 1, 2019-October 31, 2020

Description: Maintain the Field Local Schools web page to create a consistent design and a more user friendly site. Repair website issues such as broken links, incorrect formatting for downloadable documents, delete unused pages, etc. Maintain the website by uploading news articles, updating the district calendar, updating information such as the Treasurer's yearly report link, Annual Notifications, lunch menus, etc. Advise staff on needed corrections to department pages such as Athletics, Guidance, Special Services, etc. Oversee the mobile app and increase communication with the stakeholders by deploying more methods information delivery (RSS feeds, etc.)

The progress and roles will be reviewed quarterly. Reports will be sent to the curriculum director.

Payment: \$4,999 for the duration of the contract

Kristine Baker

Superintendent



FIELD LOCAL SCHOOL DISTRICT

David O. Heflinger
Superintendent

Exhibit S-3
November 18, 2019

Todd B. Carpenter
Treasurer

Superintendent's Office
2900 State Route 43
Mogadore, Ohio 44260
330-673-2659

Treasurer's Office
2900 State Route 43
Mogadore, Ohio 44260
330-673-2676

Field High School
2900 State Route 43
Mogadore, Ohio 44260
330-673-9591

Field Middle School
1379 Saxe Road
Mogadore, Ohio 44260
330-673-4176

Brimfield Elementary
4170 State Route 43
Kent, Ohio 44240
330-673-8581

Suffield Elementary
1128 Waterloo Road
Mogadore, Ohio 44260
330-552-5252

Special Services
2900 State Route 43
Mogadore, Ohio 44260
330-673-2659

CONTRACT BETWEEN SCHOOL BOARD AND PARENT TO PROVIDE TRANSPORTATION

NAME OF STUDENT: Deon Hammond SCHOOL: Brimfield Elementary –
Attending: First Start Preschool Program in
Cuyahoga Falls

ADDRESS: 880 Lakeview Ct, Kent, Ohio 44240

PUBLIC SCHOOL DISTRICT: FIELD LOCAL

COUNTY: PORTAGE

The Field Local Board of Education, after examination of existing school bus routes, time schedules student residence location, school location, and available school conveyances and upon establishing that the above named pupil is eligible to receive transportation in accordance with section 3327.01 of the Ohio Revised Code, and State Board Standards EDb-917-02, and district Board Policy, has declared by "impractical" and hereby agrees to pay the parent or guardian of said pupil(s). In lieu of providing such service, the district agrees to pay \$100.00 a month for up to six months of attendance for the 2019-2020 school year.

DATE _____

David Heflinger, Superintendent FOR THE BOARD OF EDUCATION

Parent or Guardian

I hereby agree to provide transportation to and from school for the student(s) named above for the 2019-2020 school year for the consideration named above.

DATE _____

Parent Signature: _____

Parent Name Printed: _____

CONTRACT FOR HANDICAPPED PUPILS

Parental Institutional Placement in a School other than the Parent(s) District of Residence

AGREEMENT FOR ADMISSION FOR TUITION PUPILS
PURSUANT TO SECTIONS 3327.04, 3327.06, 3323.14, AND 3317.08 O.R.C.

School of Attendance

The Summit Educational Service Center Board of Governors hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) listed below to the First Start Preschool Program with the Field Local School District (District of Residence) for educational purposes for the school year of 2019-2020.


The Field Local School District (District of Residence) for educational purposes for the school year of 2019-2020 School District (District of Residence) hereby agrees to pay directly to the Summit County Board of Governors for each of the listed pupil(s) an amount equal to \$750 per month in addition to the preschool consortium rate for the tuition as calculated by the Summit Educational Service Center (District of Attendance).

The Summit Educational Service Center Board of Governors (District of Attendance) will NOT include these IEP (Individualized Educational Program) placed handicapped pupils in their ADM certification. The Field Local School District Board of Education will pay \$750 per month in addition to the preschool consortium rate, and will count in their district ADM the students listed below. We hereby accept the pupil(s) listed below to our school on terms described above.

Name of Student

Address of Student

Deon Hammond	880 Lakeview Court, Kent, Ohio 44240



District of Attendance Superintendent Signature

10/23/19

Date



District of Attendance Treasurer Signature

10/23/19

Date

District Of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2019-2020. We also acknowledge and approve the additional cost of a one-on-one aide if required by the IEP.

District of Residence Superintendent Signature

Date

District of Residence Treasurer Signature

Date



Project Understanding

The referenced project includes the replacement of existing asphalt, gravel driveways and parking lots within the FLSD's Main Campus, as described below:

- Field High School
 - Main Parking Lot (S of FHS, AC Pavement)
 - Entrance and Exit Driveway (N, S & E of FHS, AC)
- Field Middle School
 - Main Parking Lot (W of FHS, AC)
 - Main Driveway (N of FMS and practice field, AC & Gravel)
 - Access Driveway (S of FHS, Gravel)
 - North Parking Lot (N of FMS, Gravel)
 - Entrance/Exit Drive (SE of FMS Parking, AC)
- Athletic Stadium Complex
 - Vehicle & Pedestrian Access (NW of Stadium, Gravel)
- Tennis Courts
- Lawn area east of the High School Parking Lot, and west of the Tennis Courts

We have performed a preliminary evaluation of the entire project and concluded there are several options for the rehabilitation of these pavements which could reduce the cost of the overall project. A more detailed alternate analysis can be performed after we are under contract, to reduce construction costs, and schedule, by utilizing the methods listed below.

Stabilization
Partial Depth Repairs
Full Depth Repairs
Asphalt Overlays
Mill & Fill
Combination of the above pavement items

However, due to the time constraints of this proposal we are assuming a full replacement of the pavement in the proposed work limits listed above to determine the proposal fees. We welcome the opportunity to better define the priority of the improvements and the scope of professional services to be performed by OHM.

At this time, we are proposing one bidding package for all work performed. Additional bidding options are available for multiple phases.

The construction schedule will be affected by the work limits and all work performed in those limits. Our construction services will be approximately \$4,400 per week during the length of the project.



Scope of Services (Surveying Tasks)

Task #2 Topographic Services

- The following services are included in the fee shown:
 - Limits of Survey:
 - As shown in Exhibit 1
 - All pavement areas
 - Drainage structures and outfalls
 - Provide 1' contours of the site based on a maximum 50' grid spacing, intermediate high/low points and break lines (top and toe of slopes, curb lines, edge of pavement, crown of pavement, drainage swales etc.)
 - Locate planimetric features within the project limits.
 - All driveways, hard surfaces, etc.
 - All landscape areas, trees, bushes, etc.
 - All other important topographic features that might impact construction
 - Locate existing utilities (gas, electric, telephone, water, storm or sanitary sewer, etc.) on or serving the subject parcel as determined by:
 - Markings provided by OUPS
 - Record Plan information as provided by the utility providers or others.
 - Any observed field evidence (Manholes, catch basins, valves, utility poles and wires, pull boxes, etc.)
 - Drone aerial photography and mapping services will be performed to assist with the following:
 - Supplement additional planimetric and topographic data, as needed
 - This information will be collected and provided in an AutoCAD format for use in design

Scope of Services (Specialty Design Tasks)

Task #3 Geotechnical Services

- The following services are included in the fee shown:
 - Pavement Core Locations
 - Soil Bore Locations
 - Final Report and recommendations.



Scope of Services (Engineering Tasks)

Task #56 Pre-Design & Field Analysis

- The following services are included in the fee shown:
 - Project Locations:
 - Field High School
 - Main Parking Lot (S of FHS, AC Pavement)
 - Entrance and Exit Driveway (N, S & E of FHS, AC)
 - Field Middle School
 - Main Parking Lot (W of FHS, AC)
 - Main Driveway (N of FMS and practice field, AC & Gravel)
 - Access Driveway (S of FHS, Gravel)
 - North Parking Lot (N of FMS, Gravel)
 - Entrance/Exit Drive (SE of FMS Parking, AC)
 - Athletic Stadium Complex
 - Vehicle & Pedestrian Access (NW of Stadium, Gravel)
 - Tennis Courts
 - Lawn area east of the High School and west of the Tennis Courts
 - Kick-off Meeting
 - Discuss Scope, Design options, Schedule and Budget.
 - Pre-Design Meeting
 - Finalize design options, Schedule and Budget
 - Field Review
 - All locations within project limits
 - Perform Standard Full-Depth Pavement Replacement Measures:
 - Pavement
 - Full-depth pavement removal of all areas described above (including stone subgrade)
 - Spot Subgrade Stabilization
 - Creak Seal
 - Full Replacement – Asphalt or Concrete Pavement
 - Pavement Markings
 - Storm Drainage Design
 - Determine proper grading to provide positive drainage
 - Design storm drainage system where necessary
 - Storm sewers
 - Ditches and swales
 - Underdrain system
 - Water Quality facilities
 - Pre-design Meeting to finalize proposed improvements and budget.

Task #57 Site Circulation and Site Safety

- The following services are included in the fee shown:
 - Field verify and record existing vehicle traffic and parking during normal school hours. Discuss special events and unique traffic patterns and parking
 - Prepare preliminary recommendations for traffic circulation to maximize site safety and traffic flow. Considerations will include pedestrian circulation, parent vehicles, visitor vehicles, and busses. options for parking and driveways. Provide recommendations for



minimum lighting and option for enhanced lighting. Photometrics and product information will be included.

- Coordinate with utility company if needed
- identify current and future needs for electric, IT, security, and other utility extensions to other locations on the campus
- prepare preliminary estimate of construction costs for options
- meeting with client to review concepts and potential costs to identify a preferred direction
- meet with client to review proposed configuration for site circulation
- coordinate with civil engineers and electrical engineers to incorporate storm water management, site lighting, and utility locations.
- Revise site circulation concept as needed to incorporate client's comments and prepare final design document for engineering base drawings

Task #59 Detail Design Development

- The following services are included in the fee shown:
 - Site Design
 - Utilize concept site plan prepared during Pre-Design
 - Finalize site plan parking, drives, etc.
 - Finalize traffic movements for cars, trucks, garbage, etc.
 - Prepare pavement design options for regular and heavy duty traffic areas, curbs, sidewalks, and combination curb/walk areas, dumpsters, etc.
 - Designate landscape, open space, and stormwater management areas
 - Grading Design
 - Set grading within parking lots, driveways, and open areas
 - Set location and proper sizing/grading details for stormwater management
 - Generate earthwork quantities (cut/fill analysis) to provide a balanced site
 - Storm Sewer System Design
 - The storm sewer collection system design and construction plans will be prepared and submitted for local approval.
 - All storm sewers will be designed per the capacity requirements of the local review agency.

Task #60 Construction Documents

- The following services are included in the fee shown:
 - Design will include all details and specifications required for public bidding of a unit price contract, in accordance with industry standards.
 - Detail sheets will include:
 - Site Location Map of the FLSD Main Campus
 - Detail sheets for each Location,
 - Detailing rehabilitation measures
 - Detail sheets of each type of construction method
 - Detail specifications for each type of construction method
 - Site Grading Sheets
 - Storm Drainage Layout Sheets
 - UG Utility Layout Sheets
 - All information contained in this Task will be included in the Bid Documents for the project in the Design Specifications & Details section.



Task #62 Detention & Water Quality Exhibits & Report

- The following services are included in the fee shown:
 - Construction Documents shall include the following:
 - C110 Existing Site Survey & Demo Plan
 - C120 Site Layout Plan(s)
 - C130 Site Utility Plan(s)
 - C140 Site Grading Plan(s)
 - C500-5xx Site Work Standard Details & Pavement Sections
 - C700-C70x Stormwater Pollution Prevention Plan
 - Design, preparation, and submittal of the following items to the LRA (Local Review Agency), as applicable:
 - Cover letter describing the proposed project
 - Application forms and review fees, as applicable (fees paid by client)
 - Exhibits, including notes, details, & specifications
 - Provide full storm sewer calculations for the conveyance system for the site to the stormwater management facility.
 - Provide full stormwater management and water quality calculations for the proposed development in accordance with the construction documents
 - All items will be contained within a master Storm Water Management Report for submittal to the appropriate LRA.
 - Complete NOI application with Ohio EPA.
- Long-Term Maintenance Agreement, Easements, etc. are not included in this fee.

Task #63 Planning Commission Meetings

- The following services are included in the fee shown:
 - Through the course of the project, it may be necessary to meet on occasion with the Design Team and the Client to review / modify / discuss the project
 - Client shall determine the number and location of such meetings
 - It may also be requested by the Design Team or Client that OHM Advisors Staff attend Agency Meetings such as Planning Commission, Zoning Board, Council Meetings, etc.
 - Client shall determine and authorize such attendance
 - This task is to be billed at hourly rates.

Task #90 Official Engineer's Project Cost Estimate

- The following services are included in the fee shown:
 - Determination of Estimated Quantities for construction
 - Evaluation and Estimate of Construction Costs for use with Public Bidding Requirements



Scope of Services (Bidding Tasks)

Task #151 Bidding and Contract Documents

- The following services are included in the fee shown:
 - Preparation of bid documents including legal advertisement, instructions to bidders, bid forms, contract forms and affidavits, prevailing wage forms, EEO forms, terrorism forms, scope of work, schedule, and other Owner forms and requirements to be added to the public bidding process.
 - These documents will be 100% complete, ready for bidding of the Public Project.

Task #152 Bid Process, Review, & Award

- The following services are included in the fee shown:
 - Pre-Bid Meeting
 - This is an opportunity for the prospective bidders and Owner representatives to discuss any pre-bid questions/clarifications and to explain the contractual process and obligations of the contractor and the Owner.
 - Addendums
 - This activity is necessary to provide written explanation to all bidders for any questions regarding the bid documents and plans.
 - Depending upon the size and complexity of the project, multiple addendums may be required for the project.
 - Post-Bid Activities
 - Evaluation of bids and contractor qualifications
 - Pre-Award Meeting to review all bid items with apparent low bidder
 - Recommendation of Award to the Owner
 - Contract execution, bonding, insurance, etc.
 - Notice of commencement



Scope of Services (Lighting Tasks)

Task #95 Site Lighting

- The following services are included in the fee shown:
 - Design phase:
 - Field verify existing electrical services and equipment available for use
 - Design preliminary lighting options for parking and driveways. Provide recommendations for minimum lighting and option for enhanced lighting. Photometrics and product information will be included.
 - Coordinate with utility company if needed
 - Identify current and future needs for electric, IT, security, and other utility extensions to other locations on the campus
 - Prepare preliminary estimate of construction costs for options
 - Meeting with client to review concepts and potential costs to identify a preferred direction
 - Construction Documents:
 - Once a preferred design direction is confirmed, a final proposal will be prepared to continue forward with the Construction Documents and bidding. Typical services include:
 - Drawings and full specifications for bidding and construction of the project
 - Update cost estimate
 - Coordinate and submit for permit



Scope of Services (Construction Tasks) (TBD)

Task #175 Pre-Construction Services

- The following services are included in the fee shown:
 - Pre-construction meeting
 - Coordination with Contractor & School District
 - Personnel coordination and project schedule
 - Materials, suppliers, and shop drawing review
 - Review contractual items

Task #176 Construction Services (CA/CM/CI)

- The following services are included in the fee shown:
 - Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses
 - Prepare daily inspection reports
 - Regular progress meetings with contractor
 - Inspection and testing services
 - Response to RFIs (request for information) from contractor
 - Review of pay requests and recommendations for payment
 - Negotiation of Change Orders
 - Prevailing Wage Verification
 - Coordination of Funding Reimbursements
 - Staffing will include the following:
 - Construction Inspector: On-Site during all working hours of construction
 - Construction Manager: On-site Reviews as needed / Off-Site Coordination with Inspector, Contractors, and Owner where possible via phone to control costs
 - Construction Engineer: Involved on an as-needed basis to facilitate field decisions and design-related issues.
 - Construction Administrative Assistant: Coordination of all documentation from pre-construction, contracts, pay requests, and close-out documents.
 - Typical Weekly Staffing for a 40-hour/week construction project is approx.:
 - Construction Inspector: 40 Hours
 - Construction Manager: 4 Hours
 - Construction Engineer: 1 Hour
 - Construction Admin: 2 Hours
 - Total Average Budget Cost per 40-hour week Project = \$ 4,400
 - Total Cost is therefore directly related to the length of the construction project.
 - Cost for approved contractor change order resulting in time extensions may also result in additional inspection fees.

Task #177 Post-Construction Services

- The following services are included in the fee shown:
 - Review of final construction with contractor and Owner
 - Preparation of final punchlist
 - Review of As-Built Drawings
 - Maintenance Bond Coordination
 - Lien releases, payments, and final acceptance



Price Proposal

#	Survey Tasks	Fee
Task #2	Topographic Survey	\$ 17,500
	Survey Subtotal =	\$ 17,500
#	Specialty Design Tasks	Fee
Task #3	Geotechnical Services	\$ 17,800
	Geotechnical Subtotal =	\$ 17,800
#	Engineering Tasks	Fee
Task #56	Pre-Design & Field Analysis	\$ 25,000
Task #57	Site Circulation & Site Safety	\$ 5,000
Task #59	Detail Design Development	\$ 70,500
Task #60	Construction Documents	\$ 70,000
Task #62	Detention & Water Quality Exhibits & Report	\$ 5,000
Task #63	Planning Commission Meetings (Hourly)	\$ 2,500
Task #90	Official Engineer's Estimate	\$ 2,000
	Engineering Subtotal =	\$ 180,000
#	Bidding Tasks – One contract	Fee
Task #151	Bidding and Contract Documents	\$ 2,500
Task #152	Bid Process, Review, & Award	\$ 2,500
	Bidding Subtotal =	\$ 5,000
	Total of Above Tasks =	\$ 220,300
	<u>TO BE DETERMINED FEES</u>	
#	Lighting Tasks – (TBD)	Fee
Task #95	Site Lighting	\$ TBD
#	Construction Tasks - TBD	Fee
Task #175	Pre-Construction Services	\$ TBD
Task #176	Construction Services (CA/CM/CI)	\$ TBD
Task #177	Post-Construction Services	\$ TBD



Anticipated Project Schedule

This anticipated schedule is for the first phase of design and construction and is based on the rehabilitation of the existing pavement as stated in the Project Understanding.

The schedule is dependent on the current scope of services. It is understood that the addition of new pavement areas may require additional submittals, meetings and approvals by Planning Commissions, Board of Zoning Appeals, the Portage County Engineer's Office, and other government agencies. Every effort will be made to minimize the effect on the overall schedule. It is also understood that the School District is willing to provide temporary parking to accommodate the most aggressive schedule as possible.

OHM will work with the Field Local School District to coordinate the final schedule for multiple phases of the project that is compatible with the FLSD schedule and funding, and seasonal limitations of construction. The schedule can better be determined at the Detail Design Stage in January/February 2020. Here is the project's conceptual schedule:

Topographic Survey	November 2019
Geotechnical Engineering:	November 2019
Field Analysis	December 2020
Detail Design	Jan/Feb 2020
Final Plans	March 6, 2020
Advertise Bid	March 8, 2020
Bid Opening	March 27, 2020
Engineer Recommendation	April 3, 2020
Notice of Award	April 17, 2020
Construction Tasks:	June 2020 through October 2020

We will approach this project as being performed all within the 2020 construction season. However, due to the amount of work to be performed and the potential design approvals to be procured, it is likely that construction may carry over in to 2021. We will assess that potential at the Detail Design Stage and throughout the project. OHM will work with the School District to determine a logical second construction phase, if needed.



Standard Terms & Conditions

1. **THE AGREEMENT** – These standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between OHM Advisors, registered in the State of Ohio, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM Advisors and the Owner and said amendments must be in written form.
2. **SERVICES TO BE PROVIDED** – OHM Advisors will perform the services as set for the in the attached proposal or scope of services which is hereby made a part of the Agreement.
3. **SERVICES TO BE PROVIDED BY OWNER** –
The Owner shall at no cost to OHM Advisors:
 - a. Provided OHM Advisors' personnel with access to the work site to allow timely performance of the work required under this Agreement.
 - b. Provide to OHM Advisors within a reasonable time frame, any and all data and information as may be required by OHM Advisors to perform the services under this Agreement.
 - c. Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.
4. **PERIOD OF SERVICE** – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM Advisors shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM Advisors' reasonable control.
5. **COMPENSATION** – The Owner shall pay OHM Advisors for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly: based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM Advisors for reimbursable expenses for sub consultant services, equipment rental or other special project related terms at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT** - Invoice shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM Advisors shall include a charge at the rate of one percent per month from said thirtieth day.
7. **LIMIT OF LIABILITY** – OHM Advisors shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM Advisors and it Officers, Directors, Partners, employees, agents, and sub consultants, and any of them to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM Advisors or OHM Advisors' Officer, Directors, employees, agents or sub consultants, or any of them shall not exceed the amount of \$25,000 or OHM Advisors' fee, whichever is greater.
8. **ASSIGNMENT** – Neither party to this Agreement shall transfer, sublet or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.



9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
10. GOVERNING LAW – The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
11. DOCUMENTS OF SERVICE – The Owner acknowledge OHM Advisors' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM Advisors, however OHM Advisors shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM Advisors. In accepting and utilizing any drawings or other data on any electronic media provided by OHM Advisors, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM Advisors and will be corrected as part of OHM Advisors' basic Scope of Services.
12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM Advisors for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM Advisors the amount shown on any invoice within 60 days of the date of the invoice, OHM Advisors may after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.
14. OPINIONS OF PROBABLE COST – OHM Advisors' preparation of Opinions of Probable Cost represent OHM Advisors' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM Advisors has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM Advisors makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
15. JOB SITE SAFETY – Neither the professional activities of OHM Advisors, nor the presence of OHM Advisors or our employees and sub consultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM Advisors has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM Advisors shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.
16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM Advisors agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

ARCHITECTS. ENGINEERS. PLANNERS.

October 25, 2019

Mr. Todd Carpenter
Treasurer
Field Local School District
2900 State Route 43
Mogadore, OH 44260

RE: Field Local School District, Parking Lot Restoration
Proposal # 19281

Dear Mr. Carpenter:

The following scope of services, price proposal, and project schedule represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

Proposal Outline

Proposal Outline.....	1
Project Understanding.....	3
Scope of Services (Surveying Tasks)	4
Scope of Services (Specialty Design Tasks)	4
Scope of Services (Engineering Tasks).....	5
Scope of Services (Bidding Tasks).....	8
Scope of Services (Lighting Tasks) – (If Authorized)	9
Scope of Services (Construction Tasks) (TBD)	10
Price Proposal	11
Standard Terms & Conditions	13

OHM Advisors®

388 SOUTH MAIN STREET, SUITE 301
AKRON, OHIO 44311

T 330.913.1080
F 330.319.8691

OHM-Advisors.com



Sincerely,
OHM Advisors

Chad M. Lewis, PE, Project Manager
Chad.lewis@ohm-advisors.com
D: 216.865.1345 C: 216.644.3987

Thomas Tucker, PE, PS
Manager of Akron
Thomas.tucker@ohm-advisors.com

Authorization to Proceed

Signature

Date

Printed Name

Title

THIS FORM IS TO BE USED FOR BUS BIDS.

Rev 12/00

OHIO SCHOOL BUS BID FORM (REPLACES T-4B AND/OR

Purchaser: ☐ Chassis Only ☐ Body Only ☒ Chassis Body

FIELD LOCAL SCHOOL DISTRICT

District Name

2900 ST. RT. 43 MOGADORE, OH 44260

Mailing Address

City

ZIP

TODD B. CARPENTER

Contact Name

Phone

Seller:

MYERS EQUIPMENT CORPORATION

Company Name

8860 AKRON CANFIELD ROAD CANFIELD, OH 44406

Mailing Address

City

ZIP

PAYL D. MYERS

(330) 533-5556

Contact Name

Phone

Type:

THOMAS

311TS

ONE OR MORE

72

Make (Brand)

Model

units bid

Rated Capacity

Cost:

Base cost per unit: \$ **Below**

Freight cost: \$

Early pay discount: \$

terms of discount: \$

Options

(itemize each option with additional cost)

Cost

1	2014 Thomas C2	\$ 38,020.00
2		\$
3	2015 Thomas C2	\$ 43,492.00
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$

For District Use
Purchase (y/n)

Total cost of purchased options:

\$

Total cost of Unit (base price + freight + options):

\$

Early pay discount:

\$

Net cost per unit:

\$

Trade-in value offered :

\$

accepted y / n

Bidder guarantees that upon delivery to the buyer, the buses will meet all Federal, Ohio, and Purchaser's specifications in effect at the time of bid. Bidder also assures that a dealer's predelivery inspection has been completed prior to delivery, and that all defects have been corrected.

Delivery time for completed unit: **10-14 Days**

Paul D. Myers
Signature of bidder **Paul D. Myers**

October 2, 2019

Bid Date

Check if additional pages attached ☐

Attach this form to T-4 Application and submit original and one copy with the area coordinator's office.

AGREEMENT BETWEEN CENTRAL ELEMENTARY SCHOOL AND DAVIS WATER TREATMENT

This agreement is made by and between **CENTRAL ELEMENTARY SCHOOL** 1473 Saxe Road Mogadore, OH 4426 and **DAVIS WATER TREATMENT (DAVIS)** 1753 S Cleveland Massillon Road Copley, OH 44321.

The parties agree to the following terms and conditions:

1. **Services:** DAVIS agrees to perform the following services:
 - a. Service and maintain the water system serving **CENTRAL ELEMENTARY SCHOOL**, including routine and preventative maintenance.
 - b. Class 1 operator shall be on site three times a week for a minimum of 90 minutes
 - c. DAVIS will ensure certified operators under employment comply with the responsibilities of a certified professional operator under provisions of the EPA.
 - d. DAVIS shall maintain salt levels, chlorine levels, and other requirements consistent with the Environmental Protection Agency regulations, including all required sampling.
 - e. A log book will be kept on site and DAVIS will fill out on each visit.
 - f. DAVIS will contact and update **CENTRAL ELEMENTARY SCHOOL** of any changes or problems with the system, including copies of correspondences with the EPA.
 - g. DAVIS shall submit the monthly operating report (MOR) to the OH EPA by the 10th of the following month.
2. **CENTRAL ELEMENTARY SCHOOL** agrees to perform the following services:
 - a. **CENTRAL ELEMENTARY SCHOOL** will contact DAVIS of any changes or problems with the system. They will also supply DAVIS with copies of all correspondence from the EPA.
 - b. **CENTRAL ELEMENTARY SCHOOL** is responsible for emergency operations and contacting DAVIS if needed.
3. **Fees:**
 - a. The fee charged by DAVIS is eighty-five dollars (\$85.00) per visit three times a week. A monthly processing fee for the MOR is twenty dollars. (\$20.00) Any additional visits or labor for services beyond the required EPA visits per week will be billed at eighty dollars (\$80.00) per hour.
 - b. Cost incurred by DAVIS for lab testing, materials, and items related to maintenance of the water system shall be reimbursed by **CENTRAL ELEMENTARY SCHOOL**.
 - c. DAVIS shall provide a monthly invoice for services and **CENTRAL ELEMENTARY SCHOOL** shall make payment in full within 30 days from date of invoice. Any invoice not paid within 30 days will incur a 2% monthly service charge.
4. **Effective Date; Termination; Amendments:**


This contract shall be effective beginning December 1, 2019 and shall remain in effect for one (1) year. Any party to the contract may terminate the contract prior to the specified termination date by providing thirty (30) day written notification to the other party. Any amendments to the contract can be made at any time. Amendments shall be signed and dated by all parties and shall become an attachment to this contract. If an agreement to an attachment cannot be reached, the contract will terminate with written notification.

CENTRAL ELEMENTARY SCHOOL
Page 2

CENTRAL ELEMENTARY SCHOOL

David Heflinger - Superintendent
Dated: _____

Davis Water Treatment


Tony Metzger - owner/operator
Dated: 11/13/19

AGREEMENT BETWEEN FIELD MIDDLE SCHOOL AND DAVIS WATER TREATMENT

This agreement is made by and between **FIELD MIDDLE SCHOOL** 1379 Saxe Road Mogadore, OH 4426 and **DAVIS WATER TREATMENT (DAVIS)** 1753 S Cleveland Massillon Road Copley, OH 44321.

The parties agree to the following terms and conditions:

1. **Services:** DAVIS agrees to perform the following services:
 - a. Service and maintain the water system serving **FIELD MIDDLE SCHOOL**, including routine and preventative maintenance.
 - b. Class 1 operator shall be on site three times a week for a minimum of 90 minutes
 - c. DAVIS will ensure certified operators under employment comply with the responsibilities of a certified professional operator under provisions of the EPA.
 - d. DAVIS shall maintain salt levels, chlorine levels, and other requirements consistent with the Environmental Protection Agency regulations, including all required sampling with the exception of the daily chlorine testing.
 - e. A log book will be kept on site and DAVIS will fill out on each visit.
 - f. DAVIS will contact and update **FIELD MIDDLE SCHOOL** of any changes or problems with the system, including copies of correspondences with the EPA.
 - g. DAVIS shall submit the monthly operating report (MOR) to the OH EPA by the 10th of the following month.
2. **FIELD MIDDLE SCHOOL** agrees to perform the following services:
 - a. Test for Free Chlorine at entry point and distribution point daily and record the results on the form provided, and the form shall be submitted to DAVIS on the first of each month.
 - b. **FIELD MIDDLE SCHOOL** will contact DAVIS of any changes or problems with the system. They will also supply DAVIS with copies of all correspondence from the EPA.
 - c. **FIELD MIDDLE SCHOOL** is responsible for emergency operations and contacting DAVIS if needed
3. **Fees:**
 - a. The fee charged by DAVIS is eighty-five dollars (\$85.00) per visit three times a week. A monthly processing fee for the MOR is twenty dollars. (\$20.00) Any additional visits or labor for services beyond the required EPA visits per week will be billed at eighty dollars (\$80.00) per hour.
 - b. Cost incurred by DAVIS for lab testing, materials, and items related to maintenance of the water system shall be reimbursed by **FIELD MIDDLE SCHOOL**.
 - c. DAVIS shall provide a monthly invoice for services and **FIELD MIDDLE SCHOOL** shall make payment in full within 30 days from date of invoice. Any invoice not paid within 30 days will incur a 2% monthly service charge.
4. **Effective Date; Termination; Amendments:**

This contract shall be effective beginning December 1, 2019 and shall remain in effect for one (1) year. Any party to the contract may terminate the contract prior to the specified termination date by providing thirty (30) day written notification to the other party. Any amendments to the contract can be made at any time. Amendments shall be signed and dated by all parties and shall become an attachment to this contract. If an agreement to an attachment cannot be reached, the contract will terminate with written notification.

FIELD MIDDLE SCHOOL

David Heflinger - Superintendent
Dated: _____

Davis Water Treatment

Tony Metzger - owner/operator
Dated: 11/13/19

AGREEMENT BETWEEN FIELD HIGH SCHOOL AND DAVIS WATER TREATMENT

This agreement is made by and between **FIELD HIGH SCHOOL** 2900 St Rt 43 Mogadore, OH 4426 and **DAVIS WATER TREATMENT (DAVIS)** 1753 S Cleveland Massillon Road Copley, OH 44321.

The parties agree to the following terms and conditions:

1. **Services:** DAVIS agrees to perform the following services:
 - a. Service and maintain the water system serving **FIELD HIGH SCHOOL**, including routine and preventative maintenance.
 - b. Class 1 operator shall be on site three times a week for a minimum of 90 minutes
 - c. DAVIS will ensure certified operators under employment comply with the responsibilities of a certified professional operator under provisions of the EPA.
 - d. DAVIS shall maintain salt levels, chlorine levels, and other requirements consistent with the Environmental Protection Agency regulations, including all required sampling with the exception of the daily chlorine testing.
 - e. A log book will be kept on site and DAVIS will fill out on each visit.
 - f. DAVIS will contact and update **FIELD HIGH SCHOOL** of any changes or problems with the system, including copies of correspondences with the EPA.
 - g. DAVIS shall submit the monthly operating report (MOR) to the OH EPA by the 10th of the following month.
2. **FIELD HIGH SCHOOL** agrees to perform the following services:
 - a. Test for Free Chlorine at entry point and distribution point daily and record the results on the form provided, and the form shall be submitted to DAVIS on the first of each month.
 - b. **FIELD HIGH SCHOOL** will contact DAVIS of any changes or problems with the system. They will also supply DAVIS with copies of all correspondence from the EPA.
 - c. **FIELD HIGH SCHOOL** is responsible for emergency operations and contacting DAVIS if needed.
3. **Fees:**
 - a. The fee charged by DAVIS is eighty-five dollars (\$85.00) per visit three times a week. A monthly processing fee for the MOR is twenty dollars. (\$20.00) Any additional visits or labor for services beyond the required EPA visits per week will be billed at eighty dollars (\$80.00) per hour.
 - b. Cost incurred by DAVIS for lab testing, materials, and items related to maintenance of the water system shall be reimbursed by **FIELD HIGH SCHOOL**.
 - c. DAVIS shall provide a monthly invoice for services and **FIELD HIGH SCHOOL** shall make payment in full within 30 days from date of invoice. Any invoice not paid within 30 days will incur a 2% monthly service charge.
4. **Effective Date; Termination; Amendments:**

This contract shall be effective beginning December 1, 2019 and shall remain in effect for one (1) year. Any party to the contract may terminate the contract prior to the specified termination date by providing thirty (30) day written notification to the other party. Any amendments to the contract can be made at any time. Amendments shall be signed and dated by all parties and shall become an attachment to this contract. If an agreement to an attachment cannot be reached, the contract will terminate with written notification.

FIELD HIGH SCHOOL

David Heflinger - Superintendent
Dated: _____

Davis Water Treatment

Tony Metzger - owner/operator
Dated: 11/13/19

AGREEMENT BETWEEN CENTRAL ELEMENTARY SCHOOL AND DAVIS WATER TREATMENT

This agreement is made by and between **CENTRAL ELEMENTARY SCHOOL** 1473 Saxe Road Mogadore, OH 4426 and **DAVIS WATER TREATMENT (DAVIS)** 1753 S Cleveland Massillon Road Copley, OH 44321.

The parties agree to the following terms and conditions:


1. **Services:** DAVIS agrees to perform the following services:
 - a. Service and maintain the water system serving **CENTRAL ELEMENTARY SCHOOL**, including routine and preventative maintenance.
 - b. Class 1 operator shall be on site three times a week for a minimum of 90 minutes
 - c. DAVIS will ensure certified operators under employment comply with the responsibilities of a certified professional operator under provisions of the EPA.
 - d. DAVIS shall maintain salt levels, chlorine levels, and other requirements consistent with the Environmental Protection Agency regulations, including all required sampling.
 - e. A log book will be kept on site and DAVIS will fill out on each visit.
 - f. DAVIS will contact and update **CENTRAL ELEMENTARY SCHOOL** of any changes or problems with the system, including copies of correspondences with the EPA.
 - g. DAVIS shall submit the monthly operating report (MOR) to the OH EPA by the 10th of the following month.
2. **CENTRAL ELEMENTARY SCHOOL** agrees to perform the following services:
 - a. **CENTRAL ELEMENTARY SCHOOL** will contact DAVIS of any changes or problems with the system. They will also supply DAVIS with copies of all correspondence from the EPA.
 - b. **CENTRAL ELEMENTARY SCHOOL** is responsible for emergency operations and contacting DAVIS if needed.
3. **Fees:**
 - a. The fee charged by DAVIS is eighty-five dollars (\$85.00) per visit three times a week. A monthly processing fee for the MOR is twenty dollars. (\$20.00) Any additional visits or labor for services beyond the required EPA visits per week will be billed at eighty dollars (\$80.00) per hour.
 - b. Cost incurred by DAVIS for lab testing, materials, and items related to maintenance of the water system shall be reimbursed by **CENTRAL ELEMENTARY SCHOOL**.
 - c. DAVIS shall provide a monthly invoice for services and **CENTRAL ELEMENTARY SCHOOL** shall make payment in full within 30 days from date of invoice. Any invoice not paid within 30 days will incur a 2% monthly service charge.
4. **Effective Date; Termination; Amendments:**

This contract shall be effective beginning December 1, 2019 and shall remain in effect for one (1) year. Any party to the contract may terminate the contract prior to the specified termination date by providing thirty (30) day written notification to the other party. Any amendments to the contract can be made at any time. Amendments shall be signed and dated by all parties and shall become an attachment to this contract. If an agreement to an attachment cannot be reached, the contract will terminate with written notification.

CENTRAL ELEMENTARY SCHOOL

David Heflinger - Superintendent
Dated: _____

Davis Water Treatment


Tony Metzger - owner/operator
Dated: 11/13/17

AGREEMENT BETWEEN SUFFIELD ELEMENTARY SCHOOL AND DAVIS WATER TREATMENT

This agreement is made by and between **SUFFIELD ELEMENTARY SCHOOL** 1128 Waterloo Road Mogadore, OH 4426 and **DAVIS WATER TREATMENT (DAVIS)** 1753 S Cleveland Massillon Road Copley, OH 44321.

The parties agree to the following terms and conditions:

1. **Services:** DAVIS agrees to perform the following services:
 - a. Service and maintain the water system serving **SUFFIELD ELEMENTARY SCHOOL**, including routine and preventative maintenance.
 - b. Class 1 operator shall be on site three times a week for a minimum of 90 minutes
 - c. DAVIS will ensure certified operators under employment comply with the responsibilities of a certified professional operator under provisions of the EPA.
 - d. DAVIS shall maintain salt levels, chlorine levels, and other requirements consistent with the Environmental Protection Agency regulations, including all required sampling.
 - e. A log book will be kept on site and DAVIS will fill out on each visit.
 - f. DAVIS will contact and update **SUFFIELD ELEMENTARY SCHOOL** of any changes or problems with the system, including copies of correspondences with the EPA.
 - g. DAVIS shall submit the monthly operating report (MOR) to the OH EPA by the 10th of the following month.
2. **SUFFIELD ELEMENTARY SCHOOL** agrees to perform the following services:
 - a. **SUFFIELD ELEMENTARY SCHOOL** will contact DAVIS of any changes or problems with the system. They will also supply DAVIS with copies of all correspondence from the EPA.
 - b. **SUFFIELD ELEMENTARY SCHOOL** is responsible for emergency operations and contacting DAVIS if needed.
3. **Fees:**
 - a. The fee charged by DAVIS is eighty-five dollars (\$85.00) per visit three times a week. A monthly processing fee for the MOR is twenty dollars. (\$20.00) Any additional visits or labor for services beyond the required EPA visits per week will be billed at eighty dollars (\$80.00) per hour.
 - b. Cost incurred by DAVIS for lab testing, materials, and items related to maintenance of the water system shall be reimbursed by **SUFFIELD ELEMENTARY SCHOOL**.
 - c. DAVIS shall provide a monthly invoice for services and **SUFFIELD ELEMENTARY SCHOOL** shall make payment in full within 30 days from date of invoice. Any invoice not paid within 30 days will incur a 2% monthly service charge.
4. **Effective Date; Termination; Amendments:**


This contract shall be effective beginning December 1, 2019 and shall remain in effect for one (1) year. Any party to the contract may terminate the contract prior to the specified termination date by providing thirty (30) day written notification to the other party. Any amendments to the contract can be made at any time. Amendments shall be signed and dated by all parties and shall become an attachment to this contract. If an agreement to an attachment cannot be reached, the contract will terminate with written notification.

SUFFIELD ELEMENTARY SCHOOL
Page 2

SUFFIELD ELEMENTARY SCHOOL

David Heflinger - Superintendent
Dated: _____

Davis Water Treatment


Tony Metzger - owner/operator
Dated: 11/13/19

AGREEMENT BETWEEN SUFFIELD ELEMENTARY SCHOOL AND DAVIS WATER TREATMENT

This agreement is made by and between SUFFIELD ELEMENTARY SCHOOL 1128 Waterloo Road Mogadore, OH 4426 and DAVIS WATER TREATMENT (DAVIS) 1753 S Cleveland Massillon Road Copley, OH 44321.

The parties agree to the following terms and conditions:

1. **Services:** DAVIS agrees to perform the following services:
 - a. Service and maintain the water system serving SUFFIELD ELEMENTARY SCHOOL, including routine and preventative maintenance.
 - b. Class 1 operator shall be on site three times a week for a minimum of 90 minutes
 - c. DAVIS will ensure certified operators under employment comply with the responsibilities of a certified professional operator under provisions of the EPA.
 - d. DAVIS shall maintain salt levels, chlorine levels, and other requirements consistent with the Environmental Protection Agency regulations, including all required sampling.
 - e. A log book will be kept on site and DAVIS will fill out on each visit.
 - f. DAVIS will contact and update SUFFIELD ELEMENTARY SCHOOL of any changes or problems with the system, including copies of correspondences with the EPA.
 - g. DAVIS shall submit the monthly operating report (MOR) to the OH EPA by the 10th of the following month.
2. SUFFIELD ELEMENTARY SCHOOL agrees to perform the following services:
 - a. SUFFIELD ELEMENTARY SCHOOL will contact DAVIS of any changes or problems with the system. They will also supply DAVIS with copies of all correspondence from the EPA.
 - b. SUFFIELD ELEMENTARY SCHOOL is responsible for emergency operations and contacting DAVIS if needed.
3. **Fees:**
 - a. The fee charged by DAVIS is eighty-five dollars (\$85.00) per visit three times a week. A monthly processing fee for the MOR is twenty dollars. (\$20.00) Any additional visits or labor for services beyond the required EPA visits per week will be billed at eighty dollars (\$80.00) per hour.
 - b. Cost incurred by DAVIS for lab testing, materials, and items related to maintenance of the water system shall be reimbursed by SUFFIELD ELEMENTARY SCHOOL.
 - c. DAVIS shall provide a monthly invoice for services and SUFFIELD ELEMENTARY SCHOOL shall make payment in full within 30 days from date of invoice. Any invoice not paid within 30 days will incur a 2% monthly service charge.
4. **Effective Date; Termination; Amendments:**


This contract shall be effective beginning December 1, 2019 and shall remain in effect for one (1) year. Any party to the contract may terminate the contract prior to the specified termination date by providing thirty (30) day written notification to the other party. Any amendments to the contract can be made at any time. Amendments shall be signed and dated by all parties and shall become an attachment to this contract. If an agreement to an attachment cannot be reached, the contract will terminate with written notification.

SUFFIELD ELEMENTARY SCHOOL
Page 2

SUFFIELD ELEMENTARY SCHOOL

David Heflinger - Superintendent
Dated: _____

Davis Water Treatment


Tony Metzger - owner/operator
Dated: 11/13/19

Spectrum Enterprise

Ethernet Service Proposal for Field Local School District

Presented To:
Field Local School District
Technology Director
2900 State Route 43, Door #5
Mogadore, OH 44260
alex.grad@fieldlocalschools.org

Presented By:
Ms. Regan Goble
Major Account Executive - Gov't/Ed
530 S Main St - Suite 1751
Akron, OH 44311
(330) 472-9399
regan.goble@charter.com



Wednesday, November 13, 2019

Mr. Alex Grad
Technology Director
Field Local School District
2900 State Route 43, Door #5
Mogadore, OH 44260
alex.grad@fieldlocalschools.org

Dear Mr. Grad:

Charter Communications™* (Spectrum) is pleased to submit the enclosed proposal in response to your Form 470 (Form 470). Our response demonstrates Spectrum's ability to provide network solutions that will enable Field Local School District to meet its technology needs.

Spectrum is committed to providing Field Local School District with broadband services necessary to meet its current and future technology needs. Spectrum provides advanced broadband services to more than one million business customers across 41 states, and we are one of the largest Ethernet providers in the country and the largest provider in the major US cities we serve.

Partnering with Spectrum provides the foundation to open opportunity, drive innovation and deliver exceptional experiences. Spectrum's advanced technology and product innovations address customer's growing demands for increased bandwidth, scalability, reliability and mobility. Spectrum is committed to delivering industry-leading client service and support.

Thank you for the opportunity to submit this response to your Form 470. We look forward to the opportunity to review our proposal with you in detail and to implement the recommendations we are making.

Please do not hesitate to call if you have further questions or if there is anything else you need at this time. I look forward to speaking with you soon!

Sincerely,

Regan Goble

Major Account Executive

* Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC 143050436, a subsidiary of Charter Communications, Inc.

SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the initial Order Term, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ complete Terms & Conditions as provided in our service contract

Service	Address	Term	Monthly Cost	Install Fee
1GB PTP	A Location: 1379 Saxe Rd, Mogadore, OH	36 Months	\$362.50	\$0
	Z Location: 4182 State Route 43, Kent, OH	36 Months	\$362.50	\$0
		Total:	\$725.00	\$0.00
1GB PTP	A Location: 1379 Saxe Rd, Mogadore, OH	36 Months	\$362.50	\$0
	Z Location: 1128 Waterloo Rd, Mogadore, OH	36 Months	\$362.50	\$0
		Total:	\$725.00	\$0.00
2GB PTP	A Location: 1379 Saxe Rd, Mogadore, OH	36 Months	\$1,050.00	\$0
	Z Location: 4182 State Route 43, Kent, OH	36 Months	\$1,050.00	\$0
		Total:	\$2,100.00	\$0.00
2GB PTP	A Location: 1379 Saxe Rd, Mogadore, OH	36 Months	\$1,050.00	\$0
	Z Location: 1128 Waterloo Rd, Mogadore, OH	36 Months	\$1,050.00	\$0
		Total:	\$2,100.00	\$0.00
1GB PTP	A Location: 1379 Saxe Rd, Mogadore, OH	60 Months	\$312.50	\$0
	Z Location: 4182 State Route 43, Kent, OH	60 Months	\$312.50	\$0
		Total:	\$625.00	\$0.00
1GB PTP	A Location: 1379 Saxe Rd, Mogadore, OH	60 Months	\$312.50	\$0
	Z Location: 1128 Waterloo Rd, Mogadore, OH	60 Months	\$312.50	\$0
		Total:	\$625.00	\$0.00
2GB PTP	A Location: 1379 Saxe Rd, Mogadore, OH	60 Months	\$600.00	\$0
	Z Location: 4182 State Route 43, Kent, OH	60 Months	\$600.00	\$0
		Total:	\$1,200.00	\$0.00
2GB PTP	A Location: 1379 Saxe Rd, Mogadore, OH	60 Months	\$600.00	\$0
	Z Location: 1128 Waterloo Rd, Mogadore, OH	60 Months	\$600.00	\$0
		Total:	\$1,200.00	\$0.00
1GB Dedicated Fiber Internet	1379 Saxe Rd, Mogadore, OH	36 Months	\$1,100.00	\$0
1GB Dedicated Fiber Internet	1379 Saxe Rd, Mogadore, OH	60 Months	\$1,100.00	\$0
2GB Dedicated Fiber Internet	1379 Saxe Rd, Mogadore, OH	36 Months	\$2,399.00	\$0
2GB Dedicated Fiber Internet	1379 Saxe Rd, Mogadore, OH	60 Months	\$2,051.00	\$0

* Pricing shown is exclusive of applicable taxes, fees and surcharges which may apply subject to a customer provided valid tax exemption certificate if applicable



SPECTRUM TERMS AND CONDITIONS

Please see the link below for Spectrum's Standard Terms and Conditions:

<https://enterprise.spectrum.com/legal/se-terms-and-conditions.html>

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

SPECTRUM SERVICE LEVEL AGREEMENT

Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Ethernet fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured end to end (i.e. from any two applicable Customer's edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for Ethernet Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	On-Net			Off-Net
	Metro	Regional	National	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	< 10ms	< 25ms	< 125ms	< 125ms
Jitter	< 2ms	< 4ms	< 8ms	< 8ms
Frame Loss	< 0.01%	< 0.01%	< 0.01%	< 0.01%
Availability	> 99.99%	> 99.99%	> 99.99%	> 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

"On-Net" includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network. .

"Off-Net" includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer's A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected , and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

Latency / Frame
Delay=

Sum of the roundtrip delay measurements for a Service
Total # of measurements for a Service

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$
--

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame
Delay Variation =

Sum of the Frame Delay Variation measurements for a Service
Total # of measurements for a Service

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Fiber Internet Access ("FIA") fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer's Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise "Point of Presence" or "POP") at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per	Total Minutes /	Downtime
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$\text{Latency/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$
--

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$
--

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the

corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

PRODUCT BRIEF FIBER INTERNET ACCESS

Technical Specifications Network

- ▶ IP over IEEE 802.3-based, full-duplex, non-circuit switched services
- ▶ Provisioned on our advanced fiber-rich network from the client premises to one of many Spectrum Enterprise hub locations throughout the Spectrum Enterprise network footprint
- ▶ Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- ▶ Fiber access circuit is insusceptible to electromagnetic interference

Internet Access Demarcation

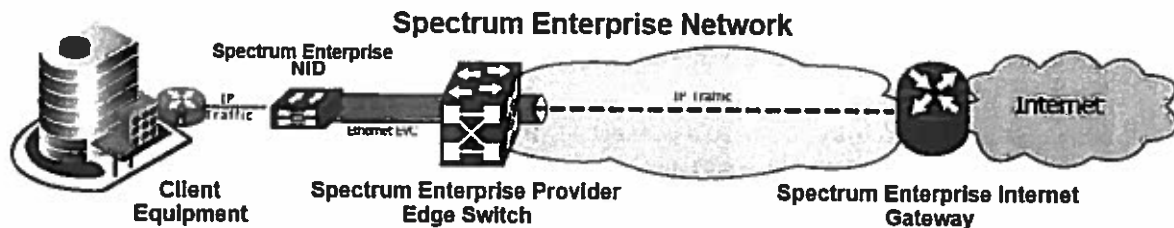
- ▶ Fiber connections to the Spectrum Enterprise network are managed by a dedicated network interface device
- ▶ All traffic is routed over the Spectrum Enterprise IP network until the traffic is required to travel to the public network

Routing

- ▶ Routing options are static routing or border gateway protocol (BGP)

Static IP Addresses

- ▶ IP address space is included
- ▶ Spectrum Enterprise offers dual stacking of IPv4 and IPv6 address space



Comprehensive solutions working together for your business

Spectrum Enterprise, a part of Charter Communications, is a national provider of scalable, fiber technology solutions. The Spectrum Enterprise portfolio includes networking and managed services solutions, including Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our industry-leading team of experts work closely with clients to achieve greater business success.

Learn more

enterprise.spectrum.com

FIBER INTERNET ACCESS

Every second your business waits for file uploads, downloads and transfers is lost time, productivity and revenue.

Fiber Internet Access overview

Fiber Internet Access (FIA) from Spectrum Enterprise provides secure, symmetrical connectivity—ranging from 25 Mbps to 10 Gbps—backed by industry-leading service-level agreements (SLAs) for performance and uptime. Whether your business is in a rural or a metropolitan location, you can count on reliable, as well as consistent, speeds because of Spectrum Enterprise's fiber-rich network.

When you require equally high-capacity, scalable upload and download access, FIA delivers with predictably fast, high-bandwidth, secure Internet service to power your business.

Product

- ▶ **Integrate Robust Managed Network Security:** Optional Managed Router Service for Internet is available for one predictable, cost-effective monthly fee

Product highlights

- ▶ **Enable High-bandwidth connectivity:** Dedicated, consistent symmetrical bandwidth is backed by industry-leading SLAs to help ensure network availability, Mean Time to Restore (MTTR), latency and packet delivery
- ▶ **Maximize Internet speeds:** Enjoy consistent, symmetrical speeds ranging from 25 Mbps to 10 Gbps
- ▶ **Ensure reliability regardless of location:** Get reliable connectivity whether your business is in a metropolitan or outlying area
- ▶ **Enable end-to-end security:** Dedicated connectivity is delivered over Spectrum Enterprise's secure, fiber-rich network
- ▶ **Ensure maximum performance and uptime:** Proactive monitoring is offered 24/7/365
- ▶ **Rely on dedicated support:** Spectrum Enterprise Technical Specialists are available 24/7/365

ETHERNET PRIVATE LINE OVERVIEW

For businesses with two locations, Ethernet Private Line (EPL) is a cost-effective, high-capacity solution. EPL reliably connects Customer Premises Equipment (CPE) with a lower-cost User-to-Network Interface (UNI), making it a smart replacement for traditional TDM private line service.

EPL can instantly and privately transmit mission-critical data at speeds from 10 Mbps to 10 Gbps. And Ethernet Private Line dedicated point-to-point connectivity supports metro and national business applications including online backup, storage area networking, and data center connectivity.

EPL product highlights

- ▶ **Privacy:** All data travels within the secure domain of a Layer 2, dedicated, high-capacity, point-to-point connection, at native Ethernet speeds.
- ▶ **Availability:** Easily link business locations in geographically dispersed areas.
- ▶ **Cost Savings:** You can connect your business's Customer Premises Equipment (CPE) with a lower-cost Ethernet interface.
- ▶ **Standards-Based:** Depend on Ethernet Private Line (EPL) with our MEF CE 2.0 Certifications.



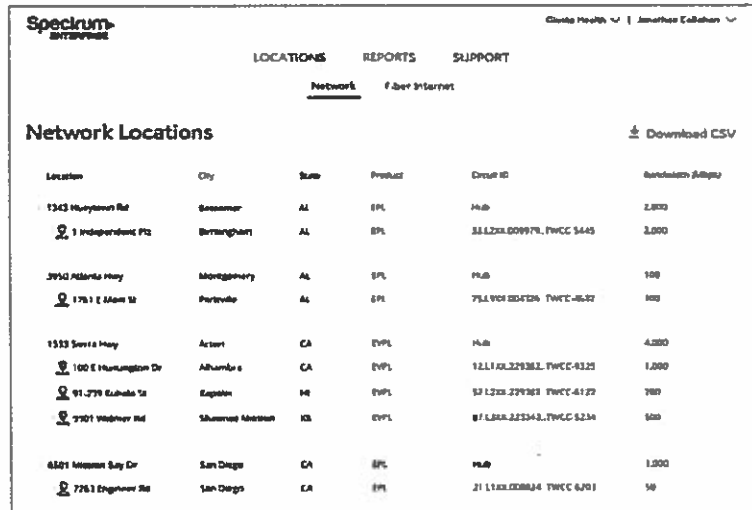
PRODUCT BRIEF ETHERNET SERVICES

SpectrumEnterprise.net

The Spectrum Enterprise client portal provides visibility to your Ethernet services anytime, anywhere and on any device. See your network inventory and circuit performance through interactive graphs and downloadable reports.

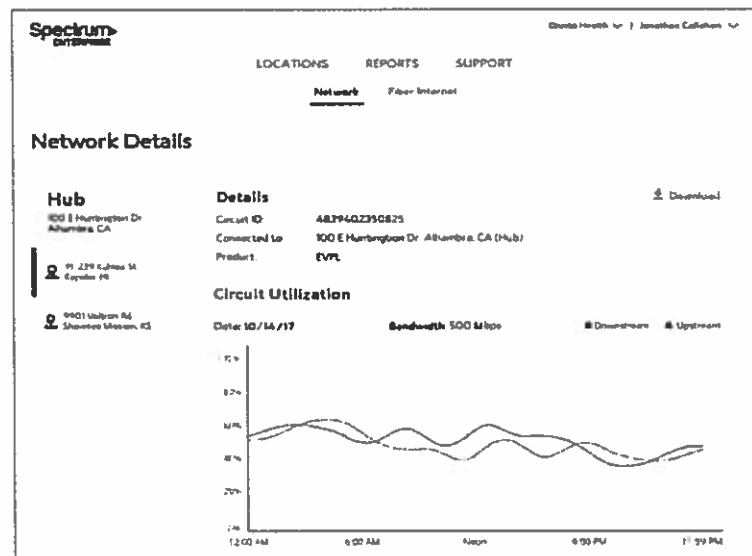
Available reporting:

- Utilization
- Availability
- Frame delay
- Frame delay variation
- Frame loss ratio



The screenshot shows the 'Network Locations' page in the Spectrum Enterprise client portal. It features a table with columns for Location, City, State, Product, Circuit ID, and Bandwidth (Mbps). The table lists several locations across different states, including Alabama, Montana, Arizona, and California. A 'Download CSV' link is visible in the top right corner.

Location	City	State	Product	Circuit ID	Bandwidth (Mbps)
1343 Hueytown Rd	Sensabar	AL	EP	Hub	2,800
1 Independent Plz	Birmingham	AL	EP	33.1233.009978, TWCC 3445	3,000
3950 Atlanta Hwy	Montgomery	AL	EP	PLB	100
1761 E Main St	Portville	AL	EP	75.1.901.004206, TWCC 4632	100
1532 Santa Hwy	Acton	CA	EVPL	Hub	4,200
100 E Huntington Dr	Altamira	CA	EVPL	12.1.101.229383, TWCC 4325	1,000
91-379 Eubank St	Escondido	CA	EVPL	57.1.233.229383, TWCC 4122	700
9901 Madison Rd	Shawnee Mission	KS	EVPL	87.1.808.223343, TWCC 5234	500
6501 Mission Bay Dr	San Diego	CA	EP	Hub	1,000
7761 Engineer Rd	San Diego	CA	EP	21.1.103.008844, TWCC 6101	50



Learn more

enterprise.spectrum.com/ethernet

About Spectrum Enterprise

Spectrum Enterprise, a part of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes networking and managed services solutions, including Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our industry-leading team of experts work closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com

ETHERNET SERVICES

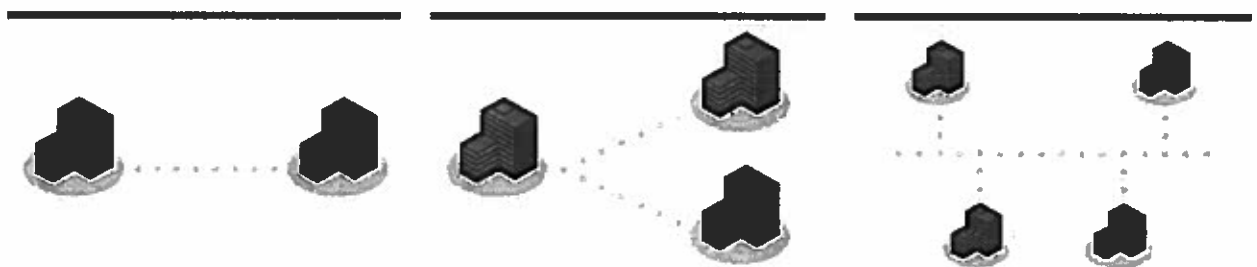
Link your locations with nationwide reach, leverage bandwidth-intensive applications, connect to leading cloud service providers and fortify your business continuity plans. Do it all with customized Ethernet Services from Spectrum Enterprise.

Ethernet Services overview

Simplify your wide-area network (WAN) infrastructure for secure, seamless collaboration. Cost-effectively connect your locations with simple, flat-rate pricing. Empower your IT staff with network visibility via a secure Ethernet services portal providing real-time status updates and reporting capabilities.

Ensure network reliability by partnering with one of the largest Ethernet providers in the U.S. with more MEF CECP 2.0-certified professionals than any other provider. This means your evolving business can depend on Ethernet services from an industry leader with a robust, fiber-rich network and highly competitive service-level agreements.

MEF CE 2.0-certified topologies for any business



Point-to-point

Ethernet Private Line (EPL)

For businesses with two locations, EPL is a cost-effective, reliable, high-capacity business Ethernet solution. EPL connects client premises equipment (CPE) with a lower-cost User Network Interface (UNI), making it a smart alternative to traditional TDM private-line service.

Point-to-multipoint

Ethernet Virtual Private Line (EVPL)

EVPL offers a reliable, high-bandwidth and cost-effective alternative to legacy TDM private-line, frame-relay or ATM service. It enables companies with a central office and satellite locations to communicate and collaborate seamlessly on one robust, secure network.

Multipoint-to-multipoint

Ethernet Private LAN (EP-LAN)

Combining the privacy of traditional ATM/frame-relay or private-line service with the performance and resiliency of IP VPN, EP-LAN is ideal for connecting multiple campuses. Now, widespread locations can share one seamless, secure network with the bandwidth to elevate productivity and efficiency to new levels.



itself is to enable communication and collaboration from geographically-dispersed locations. In an ever-increasing competitive environment, how do you set your business apart from the rest? The answer is actually rather simple. Do the same thing, but just do it better.

Let the Innovation Flow By Seamlessly Integrating Your Office Locations

When it comes to creating better products and services, improving customer service or lowering costs, businesses consistently turn to technology to deliver the innovation they need to meet these goals. Today that innovation happens in the cloud, data center and sometimes via our various mobile devices. The key to 'doing' this better lies in how well you enable information to flow between these sources of innovation throughout your organization locations.

Seamless Cloud Connectivity, Big Data, and Mobility

Setting up an effective network to link all of your locations and resources together in the most efficient way requires an understanding of your operations and technical knowledge. Just as your business is unique, there is no single right answer. If your innovation is coming from the cloud then high speed Internet access will be critical. However, if your innovation is being driven by the mining of Big Data, then a high performance WAN between your data centers is key. Or perhaps your innovation will be driven through the application of video or via the enablement of a mobile workforce with a reliable fiber connection.

Connecting the sources of innovation together in a 'better' way requires more than the use of the right type of network technology. Your network needs to have the performance that provides you with the competitive advantage, is reliable so that you can focus your resources on your goals and it needs to be supported by a team you can trust.

IT SOLUTIONS FOR MULTI-LOCATIONS

No Location is an Island

Organizations with multiple locations have unique and sometimes challenging communications and connectivity needs. Sometimes these unique needs create opportunities for creating efficiencies and reduced costs through the use of technologies that allow services to be consolidated. While in other cases the requirements result in a very complex network architecture. Whether you're trying to provide voice, data, Internet or video services for a multi-location business, the best approach is to consider the needs of your organization as a whole.

Your Organizational Needs Combined with Our Knowledge of Technology and Experience

The needs of an organization with a few locations within a metro versus one with hundreds of locations spanning multiple time zones are quite different. To meet those needs you need a partner that not only provides the technologies you need, but that can also work with your unique business requirements. You bring your needs and knowledge and we'll combine them with our experience and technology skills to help you construct a solution that meets your unique needs. Our solutions includes reliable, high-bandwidth, Fiber Internet, traditional and IP voice, WAN Ethernet and commercial video.

Your challenges start with simply connecting each of your office locations together. Spectrum Enterprise brings the power of a fiber network combined with technologies that span both fiber and coax access technologies to reach thousands of business locations. This industry-leading reach combined with our wide range of partnerships with other service provider's means that we can help you get the connectivity you need to enable your business-critical applications. Every operation is unique so whether your operation is centralized, franchised, distributed by business unit, or something in between, your dedicated account team can find the right connectivity solutions.

With Spectrum Enterprise, you can:

- ▶ Drive success by supporting high-speed, reliable, and secure data exchange across your operation
- ▶ Reach all of your locations through our fiber, coax and/or partnering solutions
- ▶ Reduce vendor complexity by enabling connectivity solutions to meet your enterprise unique needs
- ▶ Enjoy savings with volume discount pricing

Seamlessly Integrate Your Company's Locations

Create Better Product and Services; Improve Customer Service and Lower Costs

Ask any business leader what their objectives are and you'll get very similar answers: create better products and services; improve customer service or lower operational costs. Your goals are probably very similar as well and the IT challenge that presents

CONNECTING YOUR CAMPUS WITH ADVANCED LEARNING

Deliver the connectivity that equips teachers, empowers students, and seamlessly helps staff, students, and visitors collaborate and connect. A smart technology partner helps you bring the promise of education to life.

Supporting Digital Learning for K-12 with E-rate

Helping You Enrich 21st-Century Learning with E-rate Services

Dwindling budgets and increasing regulations present a challenge to many schools in acquiring the technologies needed to fuel today's digital learning environments. The E-rate program is an invaluable resource for K-12 schools and libraries to obtain affordable access to advanced telecommunication services, and Spectrum Enterprise offers a suite of E-rate-eligible services—and local, dedicated education representatives—to help you navigate the program and attain a rich and secure digital infrastructure.

What Is the E-rate Program?

As part of the Federal Telecommunications Act of 1996, the E-rate program was created to provide eligible K-12 schools and libraries with discounts of up to 90 percent on select telecommunications services to meet their growing connectivity needs. This federal program is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC).

How We Can Help

Spectrum Enterprise provides a complete solution for the K-12 marketplace, with services that enable students and educators to access digital learning via a secure infrastructure, whether it is using instructional course materials, interacting with classmates or taking exams on a mobile device.

We became a compliant E-rate service provider in 1998, and we take pride in being one of the largest E-rate service providers today, working with hundreds of school districts nationwide and delivering service to more than 10,000 locations and millions of students.

Our team of Education professionals can help you access information to achieve maximum E-rate funding. We stay up to date on the latest FCC provisions and rules and can help you navigate the E-rate application process to transition your learning environment to the ever-changing digital world. For assistance, contact a local, dedicated Spectrum Enterprise Education representative.

ABOUT US

Spectrum Enterprise, a commercial brand of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio of networking and managed services solutions includes Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

Standing at the intersection of technology and entertainment, we facilitate essential communications that connect more than 28 million residential and commercial customers in 41 states. Our commitment to serving customers and exceeding their expectations is the foundation of our business strategy and this philosophy that guides our 98,000 employees.

All of our services are delivered over our state-of-the-art network and we back them up with professional customer service and support from local technicians. We are dedicated to bringing our clients innovative, reliable services, and responsible care.

Additional financial information about Spectrum Enterprise, including annual and quarterly reports, may be found at our [Investor Relations](#) portal.

For more information about Charter, visit the [Charter Communications Newsroom](#).

When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs.
- ▶ **E-rate Specialists:** experienced with E-rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Network Operations Center:** Spectrum staff that continuously monitors the network

Implementation Plan

Upon award of the project, Spectrum will meet with your technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. Spectrum will jointly prepare a project work schedule with Field Local School District, identifying key project milestones.

We will assign a team experienced in designing, implementing, and maintain large-scale networks to this project. We dedicate in-house project managers who will be the point of contact for the project life cycle. Our project managers understand the importance of meeting deadlines and satisfying customer expectations.

Spectrum operates with a team concept. We ensure work is crosschecked and resources are available to provide backup support, as needed, and that are knowledgeable in the processes and procedures used in this project.

Upon completion of the construction, the project will be handed off to a local Network Technician who will install the Spectrum equipment, as applicable, at each respective Field Local School District's site. The Network Technician will work with the Network Operations Center to verify connectivity and to provision the correct bandwidth. We will notify you once installation and testing are complete, and service is available for use.

Spectrum's implementation plan is an estimate only. Actual dates and periods may vary due to, but not limited to, inclement weather. The estimate for your service delivery is expected to be 90 days.

EXECUTIVE SUMMARY

Spectrum Enterprise ("Spectrum"), a commercial brand of Charter Communications, is pleased to provide this response illustrating our ability to provide Field Local School District with broadband services. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools

Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-rate discounts have made today's technology more affordable.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-rate accounts. We understand the E-rate program and how best to benefit from it. Our experience in this area will provide E-rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

Get Powerful Services with the Financial Benefits of E-rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-rate program.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are quoting Field Local School District will match your specific and discrete needs.

Table of Contents

Legal Disclaimer and Summary	3
Definitions Of Abbreviated Terms	4
Executive Summary	6
About Us	8
Connecting Your Campus with Advanced Learning	9
IT Solutions For Multi-Locations	10
Ethernet Services	12
Ethernet Private Line overview	14
Fiber Internet Access.....	15
Spectrum Service Proposal	17
Spectrum Terms and Conditions	18
Spectrum Service Level Agreement.....	19

DEFINITIONS OF ABBREVIATED TERMS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The names of specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and have defined them for your convenience.

MULTI-LOCATION TERMS	ABBREVIATION
CARRIER ETHERNET	CE
METRO ETHERNET FORUM	MEF
WIDE AREA NETWORK	WAN
SERVICE PROPOSAL TERMS	ABBREVIATION
PRIVATE BRANCH EXCHANGE	PBX
MONTHLY RECURRING CHARGE	MRC
NON-RECURRING CHARGE	NRC
QUANTITY	QTY
SERVICE CAPACITY	SVC. CAP.
INTERNET PROTOCOL	IP
DIRECT INWARD DIAL	DID
MINUTES OF USE	MOU
ETHERNET SERVICES TERMS	ABBREVIATION
CARRIER ETHERNET	CE
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL CONNECTION	EVC
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
TIME-DIVISION MULTIPLEXING	TDM
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN
FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
NETWORK OPERATIONS CENTER	NOC
SERVICE LEVEL AGREEMENT	SLA

LEGAL DISCLAIMER and SUMMARY

This proposal shall not be considered an acceptance of any offer by Field Local School District or otherwise create a binding contract between Field Local School District and Spectrum. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Field Local School District may enter into a binding contract are understood to be subject to negotiation between the parties hereafter. The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

This proposal may assume a certain minimum level of acceptance of our bid. Therefore, in the event only a portion of Spectrum's proposal is accepted, our offer may be affected, and thus, Spectrum requests to review any such partial acceptance before final acceptance.