

Wauneta-Palisade Board of Education
Regular Meeting
Monday, February 16, 2026 5:00 PM

Wauneta-Palisade School Central Office, 214
West Wichita, Wauneta, Nebraska
214 W Wichita Street
Wauneta, NE 69045

Agenda

- I. Call to Order
 - I.1. Pledge of Allegiance
 - I.2. Posting Verification
 - I.3. Open Meeting Act Notice
 - I.4. Mission Statement
- II. Roll Call
- III. Amendments to the Agenda/Approval of the Proposed Agenda
- IV. Recognition of Visitors/Public Comments
- V. Discussion Items
 - V.1. Activity Bus Purchase
- VI. Action Items
 - VI.1. Approval and Signing of January Minutes
 - VI.2. Approval of District Expenditures and Budget Reports
 - VI.3. Acceptance and Adoption of 2026-2027 Negotiated Agreement
 - VI.4. Acceptance of Lawn Care Estimate
 - VI.5. Acceptance of KCAV Proposal
 - VI.6. Approve Dishwasher Hood Estimate
 - VI.7. Disposition of Used Buses
 - VI.8. Approve 2026 NASB and NRCSA Dues
 - VI.9. Approve the 2026 Employer HSA Contribution
 - VI.10. Accept Teacher Resignation
 - VI.11. Approve 2026-2027 Teacher Contract
 - VI.12. Amend School Calendar
- VII. Policy Review
- VIII. Administrative Reports
 - VIII.1. Superintendent Report
 - VIII.2. Principal Report
 - VIII.3. ESU 15 Report
 - VIII.4. NASB Report
- IX. Executive Session
 - IX.1. Enter into Executive Session
 - IX.2. Return to Open Session
- X. Next Regular Meeting
- XI. Adjourn

Wauneta-Palisade Schools Board of Education Regular Meeting Minutes

The Board of Education for the District of Chase County School District #15-0536 a/k/a Wauneta-Palisade Public Schools was convened in open, public session for a Regular Meeting at 5:01 PM Central on January 12, 2026, in the Wauneta-Palisade School Central Office, 214 West Wichita, Wauneta, Nebraska, 214 W Wichita Street, Wauneta, NE 69045, by President Sandman.

Notice of the meeting was given in advance by publication and/or posting in accordance with the Board-approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of the meetings, and advance notification to the listed media of the time and place of the meeting, and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

Announcement of Open Meetings Act Posting

At the beginning of the meeting, President Sandman announced and informed the public that a current copy of the Open Meeting Act is permanently posted in the meeting room on a laminated poster, accessible to members of the public.

Mission Statement

Inspiring our Youth, Expecting Results Every Day

I. Call to Order. President Sandman called the meeting to order at 5:01 pm MT.

I.1. Pledge of Allegiance. The Pledge of Allegiance was recited.

I.2. Posting Verification. McKinney and Fanning verified.

I.3. Open Meetings Act Notice

I.4. Mission Statement

II. Roll Call. Present Board Members: Hondo Fanning, John Jutten, Laurie Maris, Aaron McKinney, Allison Sandman, and Marty Wheeler.

III. Annual Board Reorganization

III.1. Elect 2026 Board Officers. To reappoint the current officers for 2026 with President Allison Sandman; Vice President Laurie Maris; Secretary Marty Wheeler; and Treasurer John Jutten passed with a motion by John Jutten and a second by Laurie Maris.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

III.2. Appoint 2026 Committee Members

Sandman reappointed the current committee members to their respective committees for 2026. 2026 Committees

Transportation: Wheeler, Jutten, McKinney

Negotiations: Sandman, Jutten, Maris

Budget: Maris, Sandman

Building/Grounds: Wheeler, McKinney, Fanning

Personnel: Sandman, Maris, Wheeler

Policy: Sandman, Fanning

Instruction/Americanism: Maris, Sandman

IV. Amendments to the Agenda/Approval of the Proposed Agenda. None.

V. Recognition of Visitors/Public Comments. Mandi Kramer, Treasurer of the WP School Foundation, presented a check to the school for the rubberized mulch to be used in the new playground area.

VI. Discussion Items

VI.1. Negotiations Update. Negotiations will begin Wednesday, January 14th and continue the following week 1/21.

VII. Action Items

VII.1. Appoint Board Recording Secretary. To appoint Marj Rundback as the board's recording secretary passed with a motion by John Jutten and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VII.2. Annual Designation of Official Publication, Depository & Legal Counsel. To designate the McCook Daily Gazette as the district's official publication, Sandhills State Bank as the district's official depository, and Perry Law Firm as the district's official legal counsel, passed with a motion by Laurie Maris and a second by Hondo Fanning.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VII.3. Approve and Sign 12/15/2025 Regular Meeting Minutes. To approve and sign the 12/15/2025 regular meeting minutes, passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VII.4. Approve District Expenditures and Monthly Budget Reports. To accept the monthly budget reports as presented and approve the district expenditures of payroll \$295,970.06, GF accounts payable \$60,567.65, for a total of \$356,537.71, passed with a motion by Laurie Maris and a second by Allison Sandman.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VII.5. Accept 2025 Superintendent Evaluation. To accept the 2025 Superintendent Evaluation, passed with a motion by Aaron McKinney and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VII.6. Accept Teacher Resignations. To accept the resignations of Nancy Sorensen and Kristy Vapenik, effective at the end of the 2025-2026 school year, and thank them for their years of service passed with a motion by Allison Sandman and a second by Laurie Maris.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VIII. Policy Review. None

IX. Administrative Reports

IX.1. Superintendent Report. Geier shared next week NSAA district meeting Wednesday, RPAC supt meeting next week.

IX.2. Principal Report. Frecks shared that we host 1st round of RPAC BB 1/23 & 1/24, we welcomed two new students to the district.

IX.3. ESU 15 Report. Sandman shared that ESU 15 met today. ESU 15/16 Board Member Workshop 1/13/2026.

IX.4. NASB Report. NASB Legislative Conference is the end of January and Board Presidents Retreat in February.

X. Executive Session

X.1. Enter into Executive Session. To enter into executive session for the purpose of personnel at 5:28pm MT passed with a motion by Allison Sandman and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

X.2. Return to Open Session. To return to open session at 6:10 pm MT passed with a motion by Allison Sandman and a second by Hondo Fanning.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

XI. Next Regular Meeting. Monday, February 16, 2026, at 5:00 pm MT/6 pm CT.

XII. Adjourn. Motion to adjourn at 6:31 pm MT passed with a motion by Allison Sandman and a second by Laurie Maris.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

Respectfully submitted,
Marj Rundback,
Board Recording Secretary

Dated this January 12, 2026
Chase County School District #536
a/k/a Wauneta-Palisade Public Schools

By: _____ Attest: _____
Board Secretary Board President

Company: Longhorn Lawn Care Services LLC



Owner: Keithan Cochran

Spraying Bid for Wauneta-Palisade Schools 2026 Season

- I do offer a pre-pay discount on the 4 step + Grub Control program. That discount is 10% off the original bid price if paid in full by February 1st and 5% off if paid by March 1st.

Bid Totals:

Bid Total (No Discount)

(4 Step + Grub Control Program)

-Football Field	\$4,969.57
-Football Practice Field	\$2,337.13
-Front Lawn/Greenhouse Lawn	\$795.26
Total:	\$8,101.96

Bid Total (With 5% Discount if paid by March 1st)

(4 Step + Grub Control Program)

-Football Field	\$4,721.09
-Football Practice Field	\$2,220.27
-Front Lawn/Greenhouse Lawn	\$755.50
Total:	\$7,696.86

Bid Total (With 10% Discount if paid by February 1st)

(4 Step + Grub Control Program)

-Football Field	\$4,472.61
-Football Practice Field	\$2,103.41
-Front Lawn/Greenhouse Lawn	\$715.74
Total:	\$7,291.76

If you have any questions, Please Call (308)-414-1373

THANK YOU FOR YOUR BUSINESS!!!!



create engaging spaces

Wauneta-Palisades - Gym Audio and Projection.- 9-10-25

Proposal No. 58078

02-12-2026

Prepared for:

Wauneta-Palisade Public Schools
214 W Wichita St.
Wauneta, NE 69045 USA

Contact:

Joseph Frecks
Principal
josephfrecks@gmail.com
(308)394-5700

Prepared By:

KCAV - Omaha
11819 Stonegate Drive, Ste 100, LTL shipments require
liftgate
Omaha, NE 68164
() -

Sales Rep:

Dustin Frank
AV Sales Consultant - KS/NE
dfrank@k cav.com
(800) 798-5228 x151

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

COMPANY HISTORY

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

At KCAV, we are committed to:

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

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

THE KCAV TEAM

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

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

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

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

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

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

I. SUMMARY: The following outlines equipment, functionality, and pricing for upgrading the audio system in the gym at Wauneta-Palisade Public Schools in Wauneta, NE. Our solution will provide an upgraded sound system to enhance the audio fidelity within the space.

II. SYSTEM DESCRIPTION: Wauneta-Palisade Public Schools Gym Audio Upgrade

- **Functionality Description:** There will be a new mixer to replace the existing Behringer mixer in its existing location. This new mixer will accommodate the six (6) existing inputs at the existing mixer. There will also be a second mixer at the OFE rack to accommodate four (4) wireless microphones and two (2) Bluetooth audio inputs. One Bluetooth unit will be purposed for general connectivity. The other Bluetooth unit will be purposed for admin use. Two (2) Bluetooth wall plate receivers will be extended into the gym for proper coverage. The wireless microphone antennas will be mounted to the exterior of the rack for proper coverage as well. Audio from the new mixers will feed a four (4) channel power amplifier. The power amplifier will push eight (8) 2-way horn loudspeakers mounted above the bleachers on both sides of the gym. The digital mixers will be able to be controlled by their built in touch screens, and they will also be able to be controlled wirelessly via OFE IPAD. All wireless communication will be made over a network switch, wireless access point, and DHCP router. The wireless access point will be extended into the gym for proper coverage. This network will remain a private AV network.
- **Audio:**
 - Six (6) OFE wired Inputs
 - One (1) 4 Channel Power Amplifier
 - Two (2) Digital Audio Mixers
 - Two (2) Wireless Microphone Antennas
 - Two (2) Dual Wireless Microphone system
 - Two (2) Bluetooth Audio Extender Kits
 - Two (2) Bluetooth Audio Extender Kit Power Supplies
 - Eight (8) 2-Way Horn Loudspeakers
 - One (1) Passive Antenna Splitter Kit
- **Control and Network:**
 - One (1) POE+ Network Switch
 - One (1) Wireless Access Point
 - One (1) DHCP Router
 - One (1) OFE IPAD
- **Rack and Hardware:**
 - One (1) OFE Rack
 - One (1) KCAV Vanity Plate
 - One (1) OFE Power Center - All Other Rack Equipment
 - One (1) New Power Center - Amplifier
 - Three (3) Rack Shelves
 - One (1) Wireless microphone Antenna Mount Kit
 - One (1) Digital Audio Mixer Rack Mount Kit
- **Equipment Location:**
 - A Bluetooth wall-plate receiver will be wall mounted at the customer approved location.
 - A wireless access point for the audio mixers will be wall mounted at the customer approved location.
 - The new rack equipment will utilize the OFE rack currently in place. Two 15A 120VAC circuits will be required by a licensed electrician.
 - The eight (8) new speakers will replace the existing speakers in their existing locations.

- One of the new mixers will replace the existing Behringer mixer in its existing location. The second new mixer will be installed into the rack.

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

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

IV. CONSIDERATIONS: Please consider the following:

- Unless otherwise noted or negotiated, any removal of existing equipment and trash related to new equipment will be taken to a central location within the building. The final disposal will be the responsibility of the client/owner.
- 120VAC power requirements should be fulfilled prior to installation. The client assumes responsibility for any cost (including labor and travel costs) incurred should this be found to not be the case. All high voltage work is required to be performed by a licensed electrician.
- This installation assumes that all existing equipment in the system is in proper working order. The client assumes responsibility for any cost (including labor and travel costs) incurred should this be found to not be the case.
- Customer provided lifts are subject to inspection prior to installation. Lifts that do not pass inspection cannot be used. The client assumes responsibility for any cost (including labor and travel costs) incurred should the lift not pass inspection.
- PLEASE NOTE: KCAV has included a \$1000 contingency budget in this proposal. This budget is included to expedite acquisition and implementation of unforeseen items or requirements. Any part of this budget not used for the completion of this project will be reduced from the final invoice of the project.
- The customer provided IPAD to be used for mixer control is intended to be dedicated to the Gym. KCAV will not be responsible for wireless mixer control issues due to removing/switching IPAD wireless network connections.

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

MATERIALS & SERVICES

MANUFACTURER	PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
GYM					
3. AUDIO SYSTEM					
Allen & Heath	AH-CQ12T	Compact Digital Mixer, 96 kHz FPGA Processing, Bluetooth, Wireless, SD/USB audio recording, playback	2.00	\$854.42	\$1,708.84
Atlas	FS12T-66	12" FS Series Arena Horn with 65 x 65 Degree Dispersion	8.00	\$993.65	\$7,949.20
RDL	D-BT1A	Wall-Mounted Bluetooth Audio Format-A Interface	2.00	\$381.24	\$762.48
RDL	TX-TPR1A	Active Single-Pair Receiver - Twisted Pair Format-A - balanced line output	2.00	\$168.99	\$337.98
RDL	PS-24AS	24 VDC Switching Power Supply, North American AC Plug, 500 Ma, DC Plug	2.00	\$32.00	\$64.00
Shure	UA221	Passive Antenna Splitter/Combiner Kit. Includes Two Splitter/Combiners, Four Coaxial Cables, and Att	1.00	\$165.95	\$165.95
Shure		Dual Wireless System with 2 SLXD2+/58 Handheld Transmitters	2.00	\$1,565.82	\$3,131.64
Shure	UA8-174-216	1/2-wave receiver antenna	2.00	\$30.06	\$60.12
LEA	CONNECT 704	4 Channel x 700 watt, 2/4/8 Ohm/70V selectable per channel w/DSP	1.00	\$2,072.87	\$2,072.87
Various	OFE	Existing Wired Inputs	6.00	\$0.00	\$0.00
3. AUDIO SYSTEM TOTAL:					\$16,253.08
5. RACK AND HARDWARE					
Various	OFE	Existing Rackmount Power Center	1.00	\$0.00	\$0.00
Shure	UA600	Front Mount Antenna Kit for U4S, U4D, UC4 and ULX Single Receivers	1.00	\$49.30	\$49.30
Allen & Heath	AH-CQ12T-RK19	Allen & Heath Rackmount Kit for CQ-12T Digital Mixer (6 RU)	1.00	\$91.33	\$91.33
Various	OFE	Existing Rack	1.00	\$0.00	\$0.00
Middle Atlantic	U1V	1SP VENTED UTILITY SHELF	3.00	\$49.91	\$149.73
Middle Atlantic	PD-915R	9OUT15ARCKMNT POWER CEN	1.00	\$148.52	\$148.52
Covid	1LRS-KCAV-007	KCAV VANITY PLATE-1Ru, Flat, BA, KCAV logo w/ 2xRJ45 Punch Outs	1.00	\$0.00	\$0.00
5. RACK AND HARDWARE TOTAL:					\$438.88
6. CONTROL AND NETWORK					
Netgear	RAX9	4-Stream WiFi 6 Router	1.00	\$75.13	\$75.13
Netgear	GS305EP	5 Port PoE Gigabit Ethernet Plus Switch (GS305EP) - with 4 x PoE+ @ 63W, Desktop or Wall Mount	1.00	\$112.52	\$112.52
Netgear	WAX610-100NAS	AX1800 Dual Band PoE Multi-Gig Insight Managed WiFi 6 Access Point- No Power Adaptor	1.00	\$245.65	\$245.65
Various	OFE	Owner Furnished Equipment - IPAD	1.00	\$0.00	\$0.00
6. CONTROL AND NETWORK TOTAL:					\$433.30
GYM TOTAL:					\$17,125.26
PROFESSIONAL SERVICES					
8. PROFESSIONAL SERVICES					
KCAV	CONSUMABLES	Installation Materials	1.00	\$666.67	\$666.67
Tariff Contingency	TARIFF CONTINGENCY	This Does Not Include Any Tariffs- KCAV Will Charge Exact Costs Associated With Tariffs	1.00	\$0.00	\$0.00
KCAV	LIFT-RENTAL	Lift Rental / Scaffolding	1.00	\$1,000.00	\$1,000.00
KCAV	BUDGET	Contingency Budget	1.00	\$1,000.00	\$1,000.00
KCAV	LODGING-MEALS	Lodging & Meals	7.00	\$250.00	\$1,750.00
KCAV	SHIP-HANDLING	Shipping & Handling of all above items	1.00	\$605.56	\$605.56

MANUFACTURER	PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
PROFESSIONAL SERVICES					
8. PROFESSIONAL SERVICES TOTAL:					\$5,022.23
PROFESSIONAL SERVICES TOTAL:					\$5,022.23
TOTAL PURCHASED EQUIPMENT					\$22,147.49
TOTAL OPTIONAL ITEMS					\$2,300.33

INSTALLATION SERVICES		
DESCRIPTION	TOTAL PRICE	
Commissioning		
Design		
Installation - Onsite		
Project Management		
Training		
Travel Time		
TOTAL INSTALLATION SERVICES		\$12,871.20

SERVICE COVERAGE					
PART NUMBER	MANUFACTURER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
WARRANTY	KCAV	Workmanship Warranty (90 days)	1.00	\$0.00	\$0.00
SRV-S1	KCAV	Edge Silver Level Service Agreement; 1-year	1.00	\$2,300.33	\$2,300.33
TOTAL SERVICE COVERAGE					\$2,300.33

Subtotal:	\$35,018.69
Tax:	\$0.00
TOTAL:	\$35,018.69
Optional Items (tax not included):	\$2,300.33

DRAFT
 - FOR BUDGETARY PURPOSES ONLY
 PLEASE WAIT FOR A FINAL QUOTE TO ISSUE A PO

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

9. LIMITATION OF LIABILITY:

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

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

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

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

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

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

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

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

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

Custom items may be noncancellable and are not returnable.

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

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

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

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

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

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

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

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

DRAFT
- FOR BUDGETARY PURPOSES ONLY -
PLEASE WAIT FOR A FINAL QUOTE TO ISSUE A PO.

KCAV PROJECT WARRANTY

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

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

KCAV SERVICE OPTIONS

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

Standard-Level Service

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

Priority-Level Service

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

After-Hours Service

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

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

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

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

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

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

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

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

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

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

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

PROPOSAL SUMMARY

BILL TO:	SHIP TO:
Wauneta-Palisade Public Schools 214 W Wichita St. Wauneta, NE 69045	Wauneta-Palisade Public Schools 214 W Wichita St. Wauneta, NE 69045

Subtotal: \$35,018.69

Tax: \$0.00

TOTAL: **\$35,018.69**

Optional Items (tax not included): \$2,300.33

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

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

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

The Customer acknowledges the offer of an optional Edge Service Agreement. Please initial one to accept or decline:

_____ The Customer accepts the optional Edge Service Agreement.

_____ The Customer declines the optional Edge Service Agreement.

CUSTOMER: **Wauneta-Palisade Public Schools**

Kansas City Audio-Visual, Inc.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

