PR#:	
Contract Number:	
	RFP Number 842

# MILWAUKEE BOARD OF SCHOOL DIRECTORS CONTRACT FOR ISDN PRI TELECOMMUNCIATONS SERVICES

This Contract is being entered into by and between Time Warner Cable Information Services (Wisconsin), LLC ("Service Provider") and the Milwaukee Board of School Directors, contracting authority for Milwaukee Public Schools ("MPS"). This Contract is for the purchase of eligible E-rate services. Service Provider was selected based on an open competitive procurement, specifically MPS Request for Proposal ("RFP") 842.

# 1. SCOPE OF SERVICES

Service Provider shall provide ISDN PRI services which provide access to the Public Switched telephone network for inbound and outbound local and long-distance calling and comply with National ISDN-2 standards. This service must be compatible with the existing hardware interfaces on the Mitel Private Branch Exchanges located throughout the School District. The services shall allow MPS to retain its existing approximately 23,000 DID numbers.

Directory Listings will be provided in the name of "Milwaukee Public Schools" with each school or non-instructional facility listed below the "Milwaukee Public Schools" entry along with the corresponding main number for each of the schools or non-instructional facilities.

Service Provider shall remedy any loss of service within 4 hours of either notification or identification of such loss of service. Response time will be measured against the earlier of: notification by MPS; or determination by Service Provider of such loss of service.

The ISDN PRI services must be available 24 hours a day, 365 days a year. The services must perform 99.97% of the time during any calendar month.

Service Provider shall provide, at its own expense, all personnel required to perform the services under this Contract.

#### 2. TERM

This Contract shall be in effect from July 1, 2014 through June 30, 2015 with the possibility of 2 one-year extensions at the sole discretion of MPS. The services identified in Section 1 of this Contract shall commence at 12:00:01 a.m. on July 1, 2014.

#### 3. CONTRACT AMOUNT

The total costs of the services under this Contract shall not exceed \$1,690,395.00.

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The cost of services is identified in the Cost Proposal Worksheet of Service Provider's Response to MPS's RFP 842. It is the express agreement of the parties that MPS will not pay any charges, regardless of how characterized, not set forth in the Cost Proposal Worksheet of Service Provider's Response to RFP 842.

# 4. INVOICING

In compliance with FCC rules, MPS has elected to pay Service Provider the full price of services under this Contract and subsequently receive reimbursement from Service Provider for the discounted portion.

In accordance with said process, Service Provider shall invoice MPS for both the discounted and non-discounted portion of the services identified in Section 1. MPS will provide a monthly summary of the services ordered and the corresponding locations, together with all costs owed. Thereafter, it is the burden of Service Provider to reconcile, to MPS's satisfaction in its sole discretion, payment invoices to that summary.

MPS will then submit FCC Form 472 to USAC for payment of the discounted portion. Once Service Provider receives a reimbursement check for the discounted portion from the Administrator of the E-rate program, the Universal Service Administrative Company ("USAC"), Service Provider shall remit the discount amount to MPS no later than 20 business days later.

MPS will attempt to pay correct and properly submitted invoices for the non-discounted portion within 30 days of receipt. It is mutually agreed that Wisconsin's state prompt pay law, Wis. Stat. §§ 16.528, 16.53(2),(11), does not apply to this Contract.

Invoices must be submitted to:

James Davis Director of Technology P.O. Box 2181 Milwaukee, WI 53201-2181

Invoices shall conform to the following requirements: 1) manually created in a form and format approved by MPS; 2) based on a first-of-the-month through last-of-the-month cycle; 3) consists of either E-rate eligible OR ineligible services exclusively; 4) submitted only after services have been provided; and 5) include the dates the service was delivered, a description of the actual services delivered, the discounted amount and the non-discounted amount. DID Numbers must be invoiced separately from the PRI lines.

Any and all errors in invoicing made by Service Provider must be repaid by a check cut from Service Provider to MPS within 30 days of notification by MPS to Service Provider of the error. Under no circumstances may Service Provider remedy an invoicing error through credits on invoices.

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#### 5. COTERMINOUS SERVICES

Any modification or change to services during the term of this Contract will be made pursuant to a Contract Addendum, a sample of which is attached hereto as Example 1. Any services added during the course of this Contract must be coterminous with, (or end the same time as), this Contract, including any extensions hereto.

#### 6. SERVICE SUBSTITUTIONS

MPS reserves the right to make service substitutions as allowed for under the E-rate program, provided such substitutions are allowed by the procurement laws, rules and regulations under which MPS operates.

#### 7. CHANGE OF SERVICE PROVIDER

MPS reserves the right to terminate this Contract and contract with an alternative service provider for ISDN PRI telecommunications services if there is a legitimate reason to do so, (*e.g.*, Service Provider's breach of this Contract or inability to perform). MPS will not pay any penalty or early termination fee, however captioned, in the event of termination for cause.

#### 8. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds for this purpose by the State of Wisconsin and appropriate MPS officials. If funds are not appropriated, Service Provider agrees to terminate any services supplied to MPS under this Contract, and relieve MPS of any further obligations under this Contract.

MPS reserves the right to either postpone or terminate this Contract without further liability in the event a funding commitment for the services identified in Section 1 of this Contract is not made by USAC. MPS will not pay any penalty or early termination fee, however captioned, in the event of postponement/ termination for non-appropriation of funds or lack of funding commitment.

#### 9. NON-DISCRIMINATION

In the performance of work under this Contract, Service Provider shall not discriminate in any way against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. This prohibition includes but is not be limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and

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selection for training, including apprenticeships. Service Provider is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Service Provider has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem Service Provider ineligible to participate in future contracts with MPS.

#### 10. INDEMNITY

Notwithstanding any references to the contrary, Service Provider assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Service Provider shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Service Provider, or that may result from the carelessness or neglect of said Service Provider, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of Service Provider, against such persons, firms or corporations carrying out the provisions of this Contract for Service Provider, Service Provider assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

Service Provider shall indemnify MPS against all liability, loss and/or expenses by reason of any patent and/or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent and/or trademark on merchandise, or any part thereof, to be provided pursuant to this Contract.

#### 11. BACKGROUND CHECKS

A criminal information background check is required for any person providing services under this Contract, if said person: (1) provides services in a MPS facility or facilities on a regular and ongoing basis, or more than 5 hours per week; and (2) comes into contact with or has access to MPS students with or without the presence of an MPS teacher or MPS supervisor.

The purpose of these checks is to ensure there is nothing that would render the person(s) unfit to perform services under this Contract where there is contact and/or access to MPS students. MPS will, in its sole discretion, determine whether there is anything in a background check that would render a person unfit to work in an MPS facility with contact or access to MPS students. MPS shall perform background checks in the state(s) in which the person resided for at least 6 months in the last 5 years, and was 18 years old or older at the time.

MPS will perform the necessary background checks at the rate of \$10.00 per person. In the event Service Provider chooses this option, Service Provider must contact MPS's Office of Classified Staffing at 475-8157 to obtain the necessary forms. Please note that these forms must be filled out and submitted to the Office of Classified Staffing by June 1, 2014.

Service Provider may perform its own criminal background checks through the Wisconsin Department of Justice Crime Information Bureau ("CIB"). If Service Provider chooses this option, Service Provider shall provide the completed criminal background checks to MPS's Office of Classified Staffing by June 21, 2014.

MPS will NOT be responsible for the payment of any services rendered by Service Provider before the completion of these criminal information background checks.

#### 12. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Service Provider understands and agrees that financial responsibility for claims or damages to any person, including, but not limited to, Service Provider's employees and agents, shall rest with Service Provider. Service Provider and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by the existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum insurance coverage required of the Service Provider by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence/\$500,000 aggregate*
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate*
Auto Liability	\$1,000,000 per occurrence*
Umbrella (excess) Liability	\$1,000,000 per occurrence

<sup>\*</sup>Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella (excess) Liability policy.

"Milwaukee Board of School Directors" shall be named as an additional insured under Service Provider's and subcontractors' general liability insurance and umbrella liability insurance. The umbrella (excess) liability policy must provide excess commercial general liability, automobile liability and employers' liability. A certificate of insurance demonstrating all required insurances of Service Provider shall be provided to MPS no later than concurrently with the provision of an executed copy of this Contract. An updated certificate of insurance shall thereafter be provided upon expiration of such certificate throughout the term of this Contract, including any extensions hereto. Failure to maintain the required insurance coverage shall be cause for termination of this Contract.

The certificate of insurance or policies of insurance evidencing all coverage shall include a statement that MPS shall be afforded a 30-day written notice of cancellation, non-renewal or material change by any of Service Provider's insurers providing the coverage required by MPS for the duration of this Contract.

#### 13. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Service Provider's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Service Provider's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

Service Provider shall not be relieved of any liability for damages sustained by MPS by virtue of any breach of this Contract by the Service Provider, and MPS may withhold any payments to Service Provider for the purpose of set off until such time as the exact amount of damages due to MPS from Service Provider for said breach is determined.

#### 14. TERMINATION BY MPS - BREACH BY SERVICE PROVIDER

If Service Provider fails to fulfill its obligations under this Contract in a timely or proper manner, or breaches any of its provisions, MPS shall thereupon have the right to terminate this Contract by giving 30 days written notice before the effective date of termination of this Contract, specifying the alleged failures and/or breaches and the effective date of termination.

This Contract shall not be terminated if Service Provider promptly cures the alleged violation prior to the effective date of termination. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for any uncompleted portion, or for any materials or services purchased or paid for by Service Provider for contemplated use in completing this Contract.

# 15. INDEPENDENT CONTRACTOR

Service Provider agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Service Provider has control over its internal work hours, location, and other details of such services, and MPS's sole interest is to ensure that the services identified in Section 1 of this Contract shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Service Provider has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income or in any manner. Service Provider specifically covenants not to file any complaint, charge, or claim with any local, state or federal agency or court in which Service Provider claims to be, or to have been, an employee of MPS during the period of time covered by this Contract and that, if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Service Provider's behalf, Service Provider will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any benefits which may be extended to MPS employees, including any insurance or pension plans.

Service Provider further agrees to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

#### 16. ASSIGNMENT LIMITATION & STAFFING

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. If Service Provider assigns or subcontracts it obligations without such consent, MPS shall have the right, in its sole discretion, to rescind this Contract and to declare the same null and void. In such event, Service Provider understands and agrees that it shall be liable for actual damages, which shall be the cost of MPS to obtain like services from another Service Provider.

MPS reserves the right to request a substitution of Service Provider personnel, *i.e.* project leader, staff, etc. In such event, Service Provider shall substitute the personnel with no additional charges to MPS. Failure on the part of the Service Provider to provide a substitute deemed suitable by MPS shall be cause for termination for cause of this Contract. Likewise, if Service Provider finds it necessary to replace staff assigned to this Contract, MPS shall have the absolute right to approve of said substitute.

#### 17. PROHIBITED PRACTICES

- A. Service Provider, during the period of this Contract, shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Service Provider, has a conflict of interest.
- B. Service Provider acknowledges that no employee of MPS may accept any gift or gratuity in excess of \$20.00 per event, per Service Provider, with no more than \$50.00 annually.
- C. Service Provider shall adhere to MPS Administrative Policy 3.09(18), which requires any party contracting with MPS to pay its employees an amount equal to the hourly wage rate as set forth in the City of Milwaukee livable wage policy.
- D. A MPS employee may enter not into this Contract for services that the MPS employee would otherwise perform as an employee.

#### 18. NOTICES

Notice to Service Provider shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to: the signatory on this Contract at 1320 North Martin Luther King, Jr. Drive, Milwaukee, WI 53212-4002.

Notice to MPS shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to: James Davis, Director of Technology, 5225 West Vliet Street, Milwaukee, WI 53208 with an electronic copy to racekh@milwaukee.k12.wi.us.

#### 19. WAIVER

The waiver or failure of either party to exercise, in any respect, any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

#### 20. INTEGRATION / SEVERABILITY

This Contract and its Example 1, its addenda, if any, MPS's RFP 842 and Service Provider's Response to MPS's RFP 842 constitutes the entire Contract among the parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and contracts among the parties concerning the subject matter hereof. Any modification or change to services during the term of this Contract will be made pursuant to a Contract Addendum. Any other amendment or modification of any provision of this Contract shall not be effective unless the same shall be in writing and signed by persons with authority to bind the respective parties.

In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: (1) this Contract and its exhibits and addenda, if any; then (2) MPS's RFP 842; and finally (3) Service Provider's Response to MPS's RFP 842.

MPS shall not be bound by any terms and conditions included in Service Provider's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this Contract.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid term or provision were not contained herein.

# 21. COMPLIANCE WITH E-RATE

In its Response to MPS's RFP 842, Service Provider identified that its Service Provider Identification Number ("SPIN") for use in the E-rate program is 143029320. Service Provider identified its FCC Registration Number ("FCCRN") is 0020202628. If, at any time during the term of this Contract, or extension hereof, Service Provider is no longer authorized to operate under either its SPIN and/or FCCRN, Service Provider shall notify MPS immediately. MPS shall have the right to terminate this Contract under such circumstances.

Service Provider shall comply with all applicable FCC rules, Orders, and guidance which govern the E-rate program. Notwithstanding any other remedies at law or equity, in the event Service Provider acts or fails to act in such a way that causes MPS to lose E-rate funding in whole or in part, Service Provider shall be liable to MPS for the amount of denied, reduced or adjusted funding. Additionally, the Service Provider shall be liable to MPS for legal or consulting fees MPS incurs to: ensure compliance with the E-rate program; to respond to the FCC or USAC directives; and/or to pursue an appeal.

Should Service Provider, its principals, agents and/or employees act in violation of the FCC's policy regarding gifts, and should MPS be denied funding on a funding request or be subject to a commitment

adjustment as a result of the aforementioned action, Service Provider shall be liable for liquidated damages in the amount of MPS's discounted portion on each of the funding requests so denied.

#### 22. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising out of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

#### 23. TIMING

Time is of the essence in this Contract.

#### 24. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Service Provider certifies that neither Service Provider nor its principals; its subcontractors nor their principals are or have been suspended, debarred, or proposed for suspension or debarment from the E-rate program.

#### 25. FORCE MAJEURE

Neither MPS nor USAC will be liable to pay Service Provider for any work that Service Provider is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

#### 26. NON-DISCLOSURE

Absent prior written consent of MPS's Director of Technology or his designee, Service Provider shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether Service Provider is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Service Provider agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

Within ten business days of the earlier of receipt of: 1) MPS's written or oral request or; 2) final payment under this Contract, Service Provider will return all documents, records, and copies thereof it obtained during the development of any work product covered by this Contract.

# 27. MPS LOGO/PUBLICITY

No Service Provider shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to, and written approval of, both MPS's Director of Community Engagement and Director of Technology.

#### 28. RECORDS

Both parties understand that MPS is bound by Wisconsin's public records law, and as such, all of the terms of this Contract are subject to, and conditioned on, the provisions of Wis. Stat. § 19.21, *et seq*. Service Provider acknowledges that: it is obligated to assist MPS in retaining and producing records that are subject to these provisions; the failure to do so shall constitute a material breach of this Contract, and; Service Provider must defend and hold MPS harmless from liability under the law.

Additionally, Service Provider shall comply with applicable E-rate requirements regarding document retention, production of records, and audits set forth in 47 C.F.R. § 54.516, identified in detail at Section 1.3 of MPS's RFP 841. The Service Provider shall also assume responsibility for its subcontractors' compliance with the same. The Service Provider and its subcontractors shall maintain documents, subject to the aforementioned requirements, for the longer of: a period of seven years after receipt of final payment under this Contract, (in accordance with Wis. Stat. § 19.21(6)); or the period required by current FCC rules.

# 29. SERVICE PROVIDER'S PROPRIETARY RIGHTS & CONFIDENTIALITY

All materials including, but not limited to, any Service Provider equipment, (including related firmware), software, data and information provided by Service Provider, any identifiers or passwords used to access the service or otherwise provided by Service Provider, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Contract or to provide the services, (collectively "Service Provider materials"), shall remain the sole and exclusive property of Service Provider or its suppliers. MPS shall acquire no interest in the Service Provider materials by virtue of the payments provided for herein. MPS may use the Service Provider materials solely for MPS's use of the services. MPS may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the Service Provider materials, in whole or in part, or use them for the benefit of any third party. All rights in the Service Provider materials not expressly granted to MPS herein are reserved to Service Provider. MPS shall not open, alter, misuse, tamper with or remove Service Provider's equipment as and where installed by Service Provider, and shall not remove any markings or labels from the Service Provider's equipment indicating Service Provider's (or its suppliers) ownership or serial numbers. MPS agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Service Provider materials and any other information and materials provided by Service Provider in connection with this Contract, that are identified or marked as confidential or are otherwise reasonably understood to be confidential.

# 30. ADDITIONAL PROVISIONS

Service Provider covenants to have any and all licenses and permits required to perform the services or provide the goods specified and keep them in effect for the term of this Contract. Failure to maintain the required licenses, permits and certifications shall be cause for termination of this Contract.

Service Provider shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the services.

Service Provider covenants that all materials, equipment and supplies provided to MPS under this Contract comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards. All electrically-powered equipment must be UL listed or MPS-approved equivalent.

MPS will not agree to any disclaimers or limitations of liability.

#### 31. SIGNATURES

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing, (or on whose behalf such signature is executed), with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

# 32. HUB REQUIREMENT

The HUB requirement on this contract is 0%.

TIME WADNED CADLE INCODMATION

IN WITNESS WHEREOF, the parties here to have executed this Contract on the date noted below above the signature of Milwaukee Board of School Directors' President, Michael Bonds.

SERVICES (WISCONSIN), LLC (Vendor V021241)	SCHOOL DIRECTORS
Dated:	Dated:
Ву:	By: Gregory E. Thornton, Ed.D., Superintendent
Address:	Dated:
1320 North Dr. Martin Luther King Jr. Drive Milwaukee, WI 53212 Phone Number:	By:

# Budget Code:TSV-0-0-TEC-TC-EOTH

Reviewed by Division of Insurance and Risk P	vianagement.
By:	Date:
Approved as to form and independent contract	tor status by Department of Finance
By:	Date:

# EXAMPLE 1

# ADDENDUM #\_\_\_\_ TO THE MILWAUKEE BOARD OF SCHOOL DIRECTORS' CONTRACT FOR \_\_\_\_\_ SERVICES DATED \_\_\_\_\_

		Service Provider") and Milwaukee Board of Contract Foron [c		S") entered into the Milwauk	cee
ado	I or subtract [services pro suant to said Contract with	hool Directors' Contract Forvided under the Contract.] It is mutually use the no monetary penalty. All terms and proven	nderstood that this Adder	ndum [adds/subtracts service	es]
1.	. MPS billing contact is James Davis, Director of Technology.				
2.	MPS authorized contact	is James Davis, Director of Technology.			
3.	. Requested Service (insert move, add or change): [nature of added/subtracted services].				
4.	Site information:				
	Site Name	Address Location	Bandwidth	Customer Request due Date	
5.	The beginning billing da	ate for this change in service shall be as for	llows (the 1 <sup>st</sup> of the mont	n following the change):	
6.					<u>t].</u>
7.	. The monthly recurring charge on this change in service shall be as follows: \$				
8.	The non-recurring, one-	time fee for this change in service: \$			
MI	LWAUKEE BOARD OF	SCHOOL DIRECTORS			
Da	ted:				
By Jan	: nes E. Davis, Director of	Technology			