

E

EXHIBIT E

Proposal, Agreement, Board Approval and District Purchase Order

Multi-Media Communications Exchange

The award winning Lucent Technologies MultiMedia Communications Exchange Server links voice, video, and data applications in a powerful new way by extending familiar business telephone calling features to multimedia desktop computers over a Local Area Network or Wide Area Network. Our solution meets and exceeds all your specifications listed in the bid.

Our solution will require 3 MMCX Platforms to meet your requirements us up to 300 devices. The components are as follows:

- 3 MMCX Servers
- 3 VGA Cards
- 3 ISDN PRI Gateways
- 3 Port Security Device Locks
- 3 MMCX R2 TRU Server 1-100 Users
- 3 MMCX R2 Server Software
- 12 MMCX - R2 Client RTU - 25 Users
- 3 MMCX R2 Client Software
- 3 Software Engineering - MMCX
- 9 Software Engineering - add'l devices
- 3 Software Engineering - PBX
- 3 Network Integration

Investment	\$200,430
Education Promo	<u>- 38,546</u>
Net Investment	\$161,884

Interactive Voice Response (IVR) Solution

Hardware

Lucent Technologies will provide the Multi-Applications Processor (MAP) Model 5 with 18 Ports. The specifications include:

- 1 MAP 5
- 3 6 Port Voice Boards (18 Ports)
- 1 Enhanced Basic IVR Software
- 1 V6 Oracle Software
- 1 Script Builder Software
- 1 6306 Parallel Interface
- 1 Conversant Software
- 1 Parallel Printer
- 1 Version 6 Document Set

Software Applications

Homework Hotline Application - A 24 Hour Hotline for Homework Assignments

Student Absentee Reporting System - Calls homes of students who are absent on a given day.

Substitute Teacher Locator - Tracks down replacements for absent teachers.

Integration Package with Host Computer

Application Installation - On-Site installation and Training by Accuvoice.

Investment

MAP 5	\$ 28,750 ✓
Homework Hotline	\$ 19,500
Student Absentee Reporting	\$ 18,500
Substitute Teacher Locator	\$ 26,200
Host Integration	\$ 8,000
4 Day Installation & Training	<u>\$ 5,840</u>
Investment	\$106,790

Definity Prologic System

The Definity Prologic Communication System will provide the foundation necessary for Western Heights to communicate through the MMCX to the outside world. It is provisioned as follows:

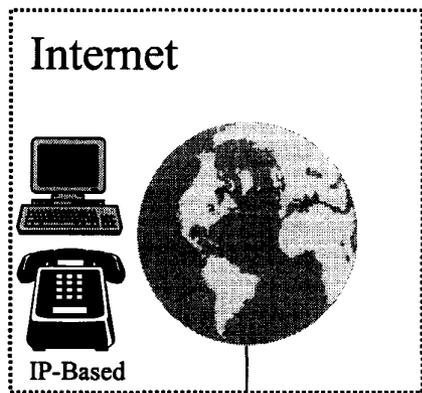
- 1 Definity Prologic Cabinet
- 1 Definity Prologic System Software
- 1 8 Port CO Trunk Card
- 2 16 Port Analog Cards
- 1 24 Port Digital Station Circuit Card
- 3 ISDN PRI T1 Interfaces
- 1 System Administration Terminal

- 1 Attendant Position
- 3 Multiline Digital Telephones
- 25 Single Line Telephones

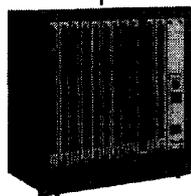
- 29 Reused Wire Runs
- 1 Installation & Shipping

- Investment \$33,250

Western Heights Public Schools
**Telecommunications
Infrastructure Design**
LUCENT TECHNOLOGIES DESIGN



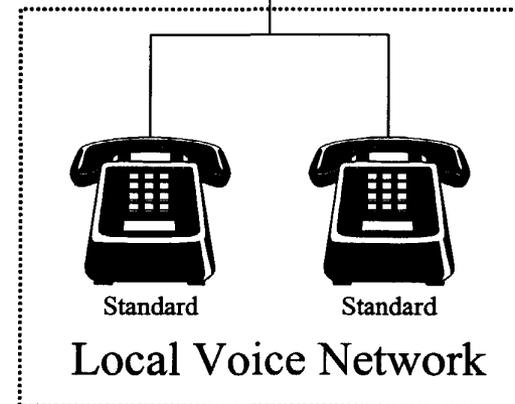
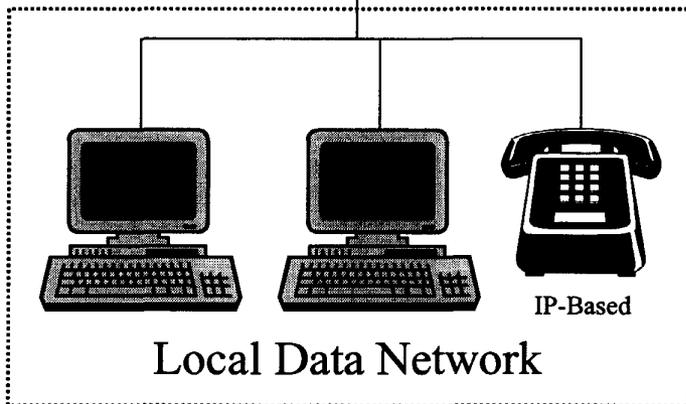
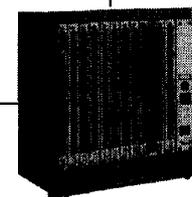
Data Switch



Lucent MMCX



Phone Switch



Lucent Technologies
Bell Labs Innovations



MMCX Executive Overview



Changing the way you work...

Changing the way you compete.

Lucent Technologies Inc. Proprietary



Lucent Technologies

The Right Partner

- Bell Labs Competitive Advantage
- Deployment of Large, reliable Networks
- Best of What's Available
- Maximizing investment protection
- Clarity of Market Focus
- \$20B and growing
- Market Leadership
- Worldwide Manufacturing
- Commitments to Quality - Baldrige & Deming Recipient



MMCX Value Proposition

- Makes Multiple-Media Communications as easy to manage as a voice phone call
 - LAN Connected Workstations obtain Voice features for Multiple Media calling - Call Set-up, conference, hold transfer, transfer and drop
 - Interworks with voice endpoints/coverage paths
- Supports Multiple and Mixed Media Collaboration
- Protects customer investments in existing voice and data networks
 - Works with ECS/PBX's from multiple vendors
 - Works with both switched Ethernet and ATM TCP/IP Networks
 - Supports Sun and HP Workstations
- Minimizes operating expense
 - Dynamic Bandwidth Allocation

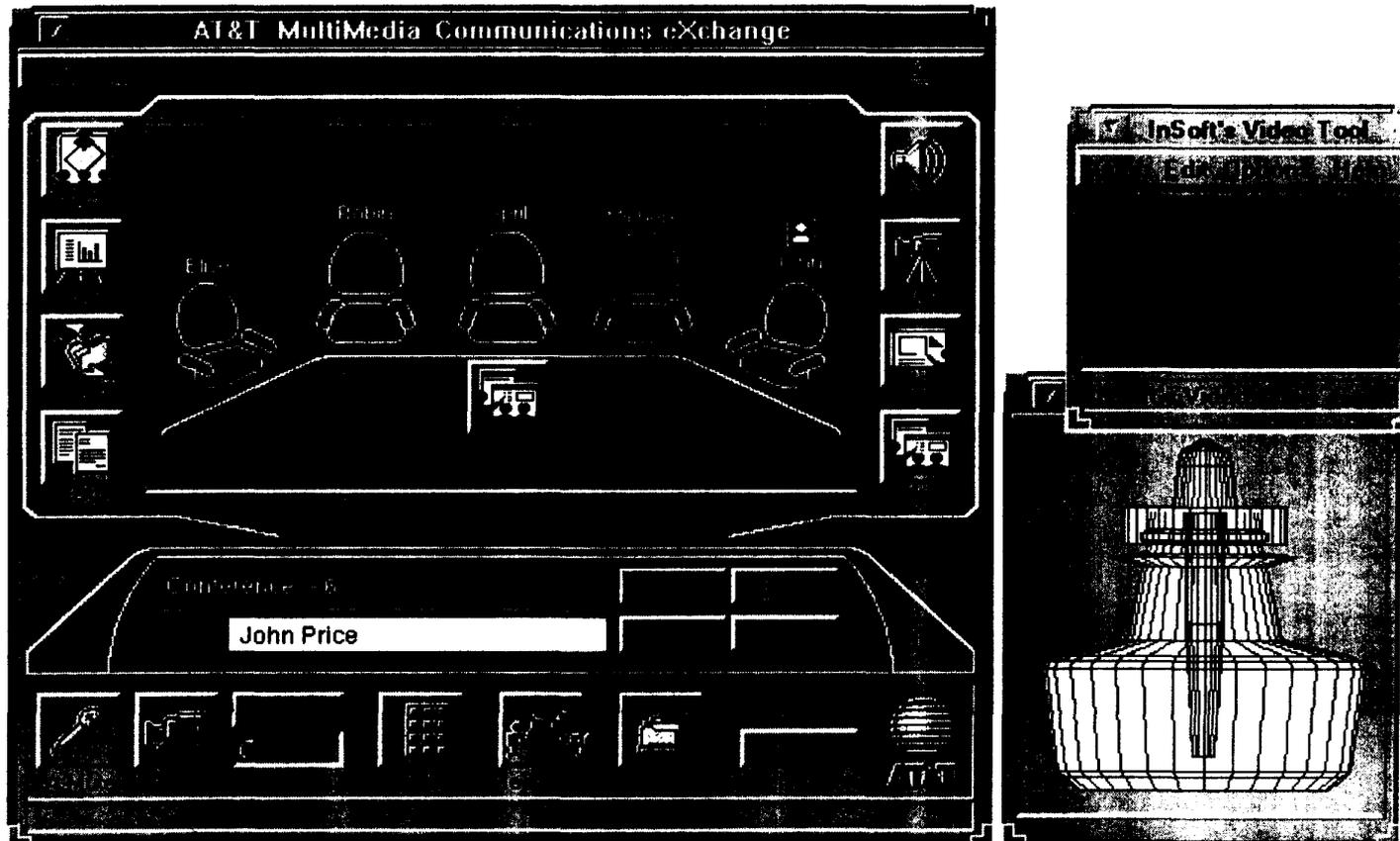


What Does The MMCX Provide Users?

- Place a Voice Call Right From a Workstation
- Conference in up to 5 other people
- Share any X-Windows Compliant Application
- Brainstorm Using a White Board
- See Video
- Share Video Content
- Share Files
- Send Calls to Coverage
- Login from any convent MMCX Workstation
- An easy to use GUI Metaphor to manage it all



Users View

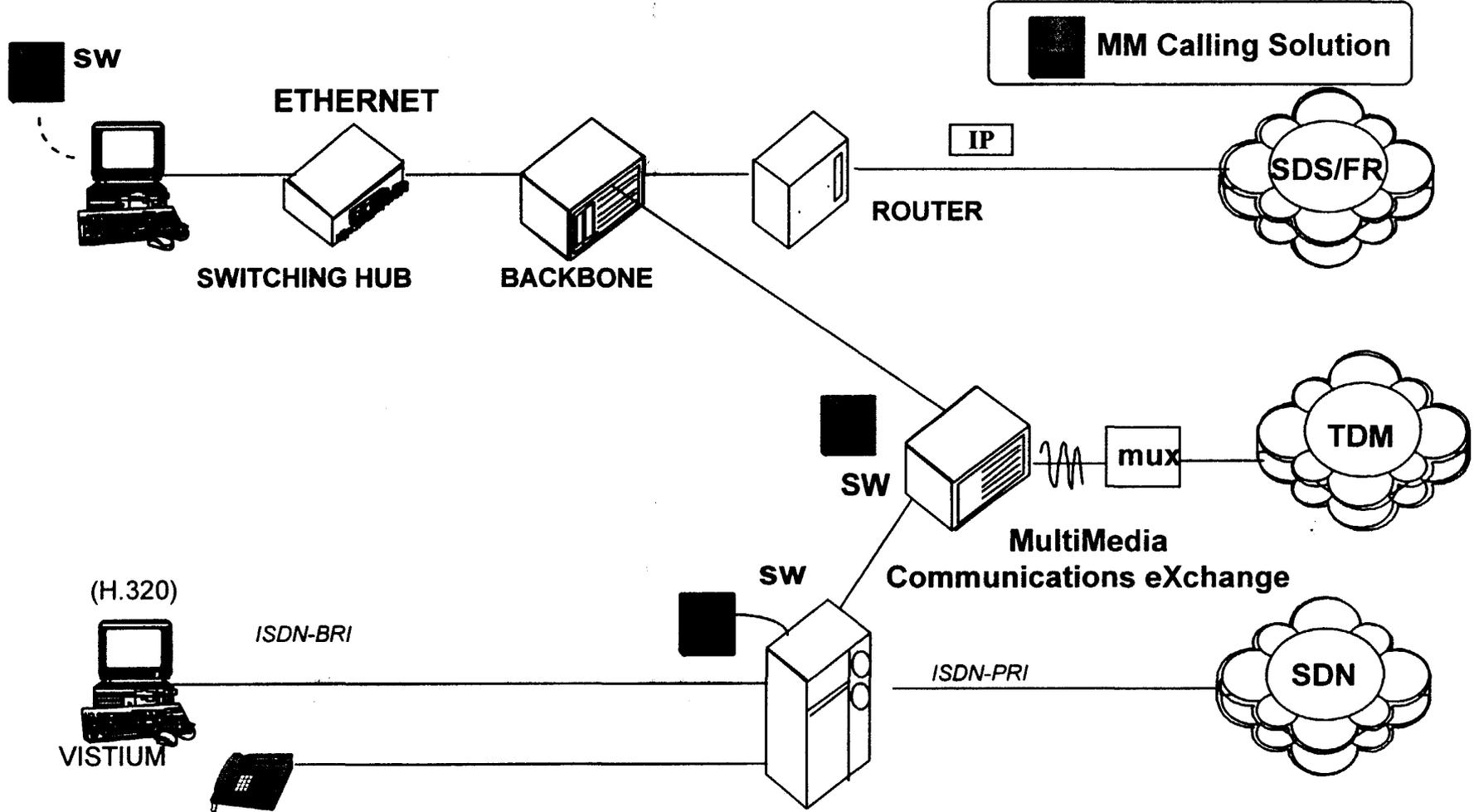


AD-MMCS

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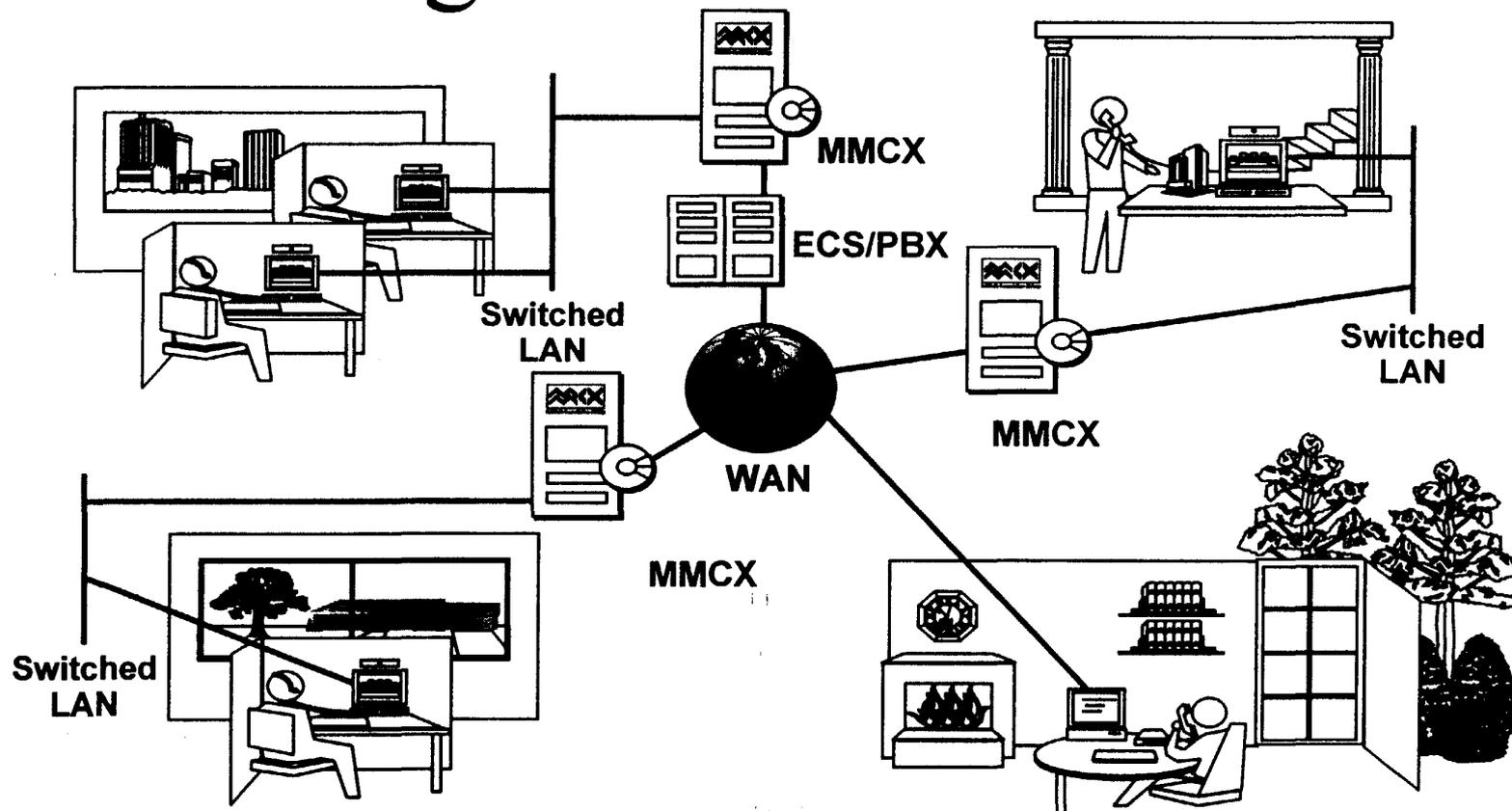


Preserving Investments in Networks





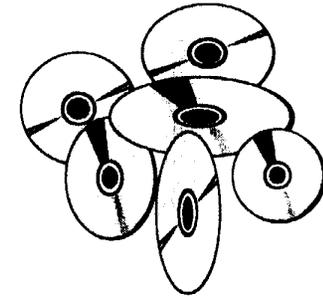
Making the Transition Smooth



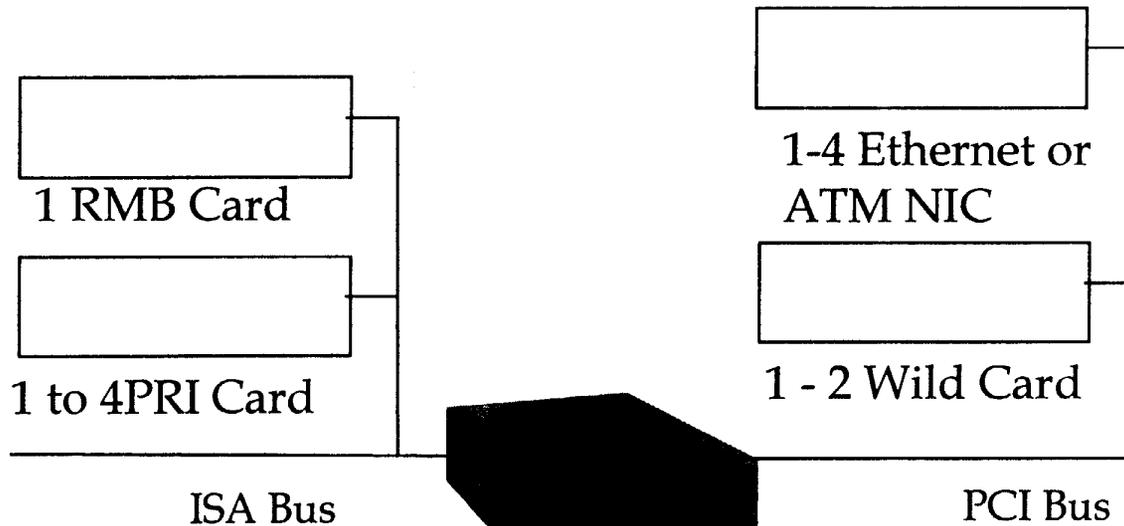
**Dynamic video, voice, and data from workstations/PCs
with the ease-of-use and spontaneity of a phone call**



MMCX Logical View



Client & Server
Software

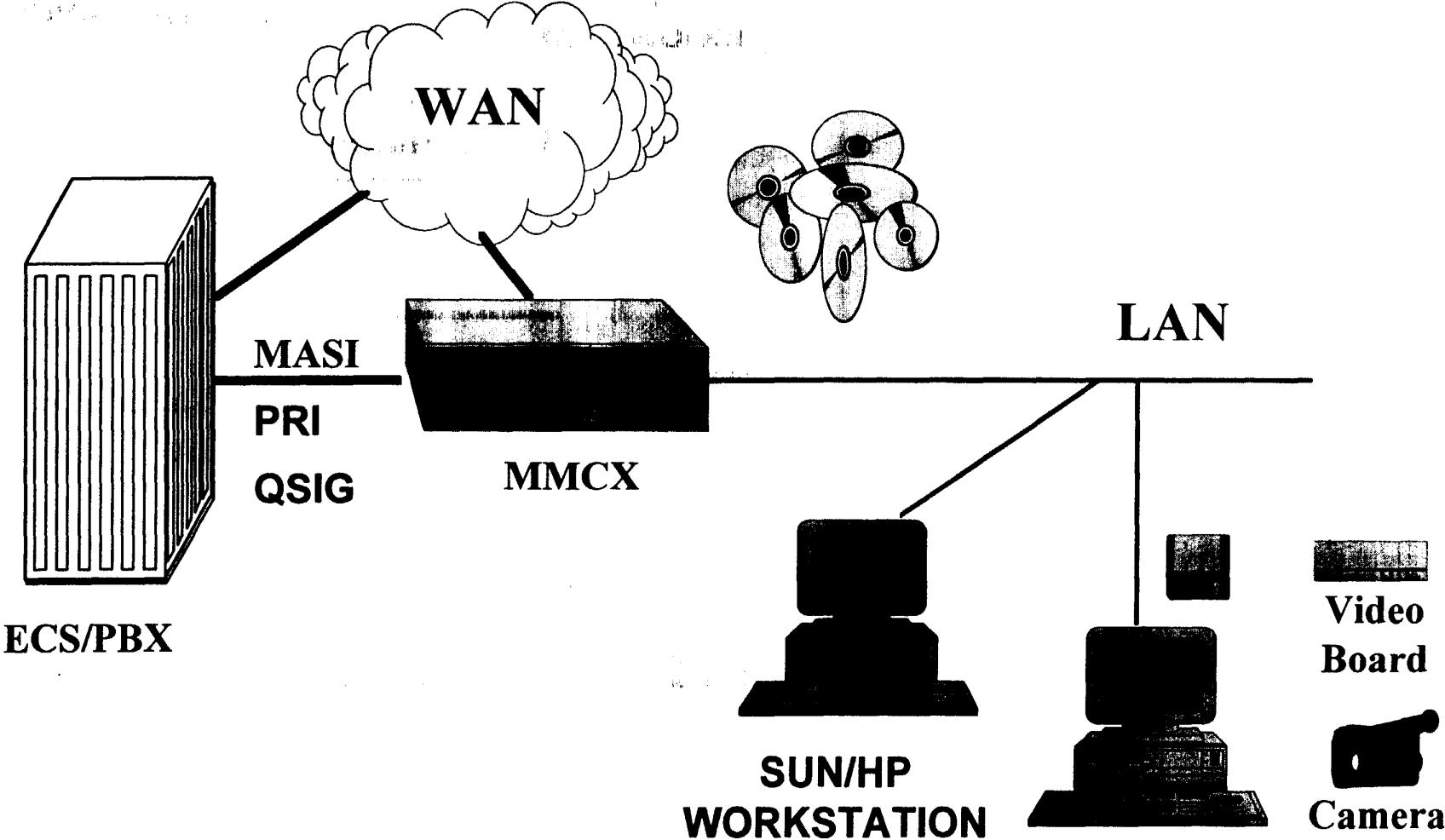


System
Documentation

120Mhz Pentium , 32MByte Ram
19 inch Rack Mount

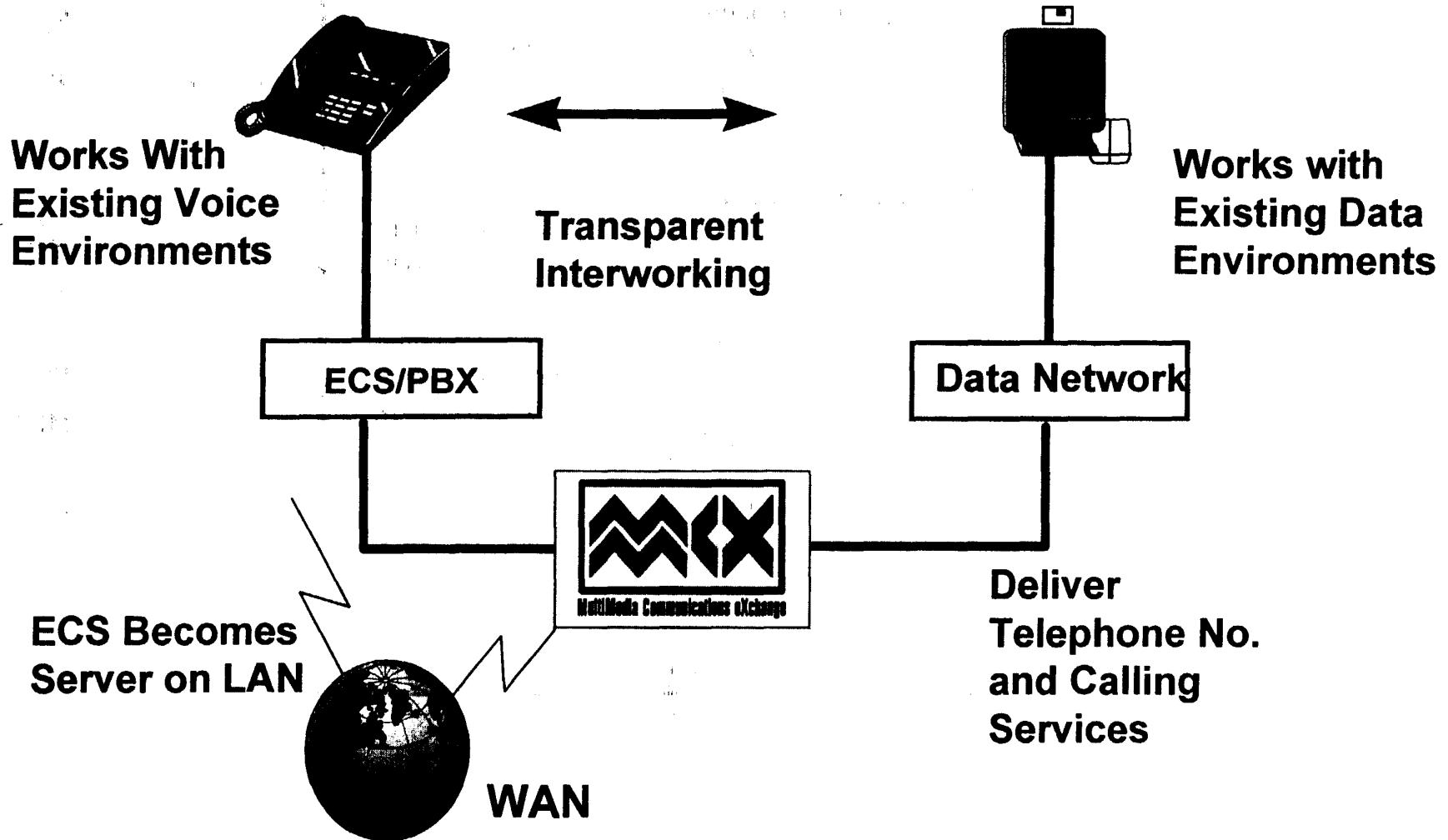


MMCX Physical View





The MultiMedia Communications eXchange





Product Direction

Partners	Insoft,Bay,3COM, Cisco,Cabletron, SUN, HP	PC collaboration LAN - QOS Applications Computer System	Server ISV Program International Distribution
WAN Internetworking	PRI to Public Network	Fusion prototype & concept trial H.320 interoperability	ATM Internetwork Internet Network service
PBX Connectivity	PRI/QSIG to any PBX	MASI to Definity ECS	Promote MASI as open interface
Server "Platform"	Standalone Server Platform SNMP with CL	Work on open server platform Openview NMS	Deliver software on multiple server Enterprise switch
Serviceability	RMB	Fault Isolation	Outbound notification
	1995	1996	1997/98

Lucent Technologies
Bell Labs Innovations



MMCX is a Winner!



**W I N N E R
NEW PRODUCT
ACHIEVEMENT
A W A R D**

Lucent Technologies Inc. Proprietary

**LUCENT TECHNOLOGIES MULTIMEDIA COMMUNICATIONS EXCHANGE
EVALUATION AGREEMENT**

Date of Agreement: 7-21-98
User: Western Heights Independent
User's Address: 8401 SW 44th Oklahoma City, Ok 73119
Installation Target Date: 8-15-98
Evaluation Period (months): 60

This Agreement is entered into between Lucent Technologies Inc. ("Lucent Technologies"), a Delaware corporation with a place of business at 211 Mount Airy Road, Basking Ridge, NJ 07920, acting through its Data Networking Systems business unit, and the above-named User.

Lucent Technologies and User do hereby agree as follows:

I. FURNISHING OF PRODUCTS

A. Subject to the terms and conditions of this Lucent Technologies MultiMedia Communications eXchange Evaluation Agreement ("Agreement"), Lucent Technologies agrees to install under this Agreement the Lucent Technologies equipment, software, documentation, services or other products as listed and/or described in Attachment A of this Agreement (individually and collectively "Products") for User's use in an actual operating environment. User agrees (1) to permit Lucent Technologies to install the Products on User's premises, and (2) to use and evaluate the Products during the term of this Agreement.

B. User will provide or obtain, at its own expense (1) all common carrier exchange and private line services directly or indirectly connected to the Products at User's premises; (2) common carrier toll service for test calls originated at User's premises; (3) all equipment, software, facilities, and services identified as User's responsibility in Attachment C of this Agreement; (4) any associated equipment (other than that listed in Attachment A) used in connection with the Products; and (5) intrapremises wiring as needed at User's premises.

C. User agrees to provide Lucent Technologies reasonable access to User's premises and facilities necessary to install, inspect, observe, test, maintain, and remove the Products. In addition, User grants Lucent Technologies the right to monitor the operation of the Products by remote diagnostics.

II. TERM OF AGREEMENT

A. This Agreement is effective as of the Date of Agreement set forth above.

B. The evaluation will commence when Lucent Technologies notifies User that the Products have been installed and are ready for use, and will continue thereafter for the Evaluation Period set forth above. At the conclusion of the Evaluation Period, User will either ship the Products to a Lucent Technologies designated location within the United States, at User's expense, or such other location designated Lucent Technologies, at Lucent Technologies' expense, or purchase the

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③

Products at the price specified in Attachment A pursuant to the terms and conditions specified in the attached Lucent Technologies Purchase Agreement (the "Purchase Agreement").

C. Notwithstanding anything to the contrary contained herein, User and Lucent Technologies each reserve the right to terminate the Evaluation Period and this Agreement, with or without cause, upon five (5) days' written notice to the other party. Upon such termination, User shall ship the Products in accordance with Section II. B., above.

III. INSTALLATION

Lucent Technologies expects to complete installation of the Products on or around the Installation Target Date set forth above. Timely installation of the Products may depend upon User's successful completion of any activities for which User is responsible, including without limitation those described in Section I. User will promptly notify Lucent Technologies of any delay and the expected date of completion of the activities for which User is responsible.

IV. RIGHT TO USE PRODUCTS

A. During the Evaluation Period, User will have a personal, nontransferable, nonexclusive license to use the Products at the locations specified in Attachment B. User agrees to use the Products only for its own internal business purposes and solely in accordance with such operating instructions as may be provided by Lucent Technologies. User's license to use the Products is coterminous with this Agreement unless otherwise agreed between the parties in writing, or unless User elects to purchase the Products, in which case, the Purchase Agreement shall control.

B. User agrees to provide a secure location for the Products in accordance with specifications furnished to User by Lucent Technologies.

C. User will be responsible for loss or damage to the Products while the Products are in User's possession unless such loss or damage is caused by employees or contractors of Lucent Technologies.

D. User shall not lease or export the Products, and shall not reverse engineer, decompile, disassemble, copy, or sublicense any software component of the Products.

E. User shall not remove or obliterate any copyright, trademark, or ownership rights notices on any software component of the Products, or on any related documentation.

V. EXCLUSION OF WARRANTIES

USER UNDERSTANDS AND AGREES THAT THE PRODUCTS BEING FURNISHED BY LUCENT TECHNOLOGIES UNDER THIS AGREEMENT ARE FURNISHED "AS IS". LUCENT TECHNOLOGIES MAKES NO WARRANTY, REPRESENTATION OR OTHERWISE, EXPRESS OR IMPLIED, RELATING TO THE COMPLETENESS, RELIABILITY, EFFECTIVENESS, ACCURACY, PERFORMANCE OR OPERATION OF THE PRODUCTS OR THAT THE PRODUCTS WITH OPERATE ERROR FREE AND WILL NOT RESULT IN LOSS OF DATA OR FILES. LUCENT TECHNOLOGIES EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT USER ELECTS TO PURCHASE THE PRODUCTS, THE WARRANTIES SPECIFIED IN THE PURCHASE AGREEMENT SHALL CONTROL.

VI. LIMITATION OF LIABILITY

EXCEPT FOR ACTUAL DIRECT DAMAGES FOR BODILY INJURY PROXIMATELY CAUSED BY A PRODUCT DEFECT OR BY LUCENT TECHNOLOGIES' GROSS

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(14)

NEGLIGENCE, LUCENT TECHNOLOGIES SHALL NOT BE LIABLE FOR DAMAGES OR EXPENSES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THE FURNISHING, INSTALLATION, MAINTENANCE, TESTING, EVALUATION OR USE OF THE PRODUCTS OR ASSOCIATED HARDWARE AND SOFTWARE HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

VII. OWNERSHIP AND CONTROL

A. Lucent Technologies or its suppliers, as the case may be, shall, at all times, retain ownership of the Products and provide whatever installation and maintenance that is necessary in connection with those Products. Nothing contained in this Agreement shall give or convey to User any right, title or interest in the Products, or in the personal property of Lucent Technologies or its suppliers. Lucent Technologies may, at any time, affix to the Products or any of their component parts, a label indicating the interest of Lucent Technologies or its suppliers or any assignee of Lucent Technologies or its suppliers.

B. Any and all documentation, information and software provided to User by Lucent Technologies or its suppliers for use with the Products under this Agreement shall be used by User under a personal, nontransferable and nonexclusive license. All such documentation, technical information, business information and all software and related documentation, in whatever form recorded (hereafter "Information"), which are furnished to User under or in contemplation of this Agreement, shall be subject to the following terms and conditions, unless User has elected to purchase the Products, in which case the Purchase Agreement shall control:

1. All such Information shall remain the property of Lucent Technologies or its supplier.
2. Such Information:
 - (a) shall be used by User only to evaluate the Products, or to operate or maintain the particular Products for which it was initially furnished;
 - (b) shall be used solely for User's internal business purposes;
 - (c) shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized herein;
 - (d) shall, together with any copies thereof, be returned to Lucent Technologies at the end of the Evaluation Period; and
 - (e) shall be distributed only to those employees with a "need to know," *i.e.*, employees requiring access to the information in order to perform tasks or services essential to the successful completion of this Evaluation.
3. Unless Lucent Technologies consents in writing, (a) User shall not disclose information about the performance of the Products to any person other than Lucent Technologies, and (b) User shall treat in confidence the Products and all related information except for any part thereof which is known to User free of any obligation to keep in confidence, or which becomes generally known to the public through acts not attributable to User, or which is independently developed by User.

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VIII. MODIFICATIONS AND TRANSFERS

User will not modify, change or otherwise alter, destroy or damage the Products without prior written consent of Lucent Technologies. Unless expressly authorized in writing by Lucent Technologies, User will not sell, transfer, license or otherwise make available in whole or in part the Products, in any form, to any other person.

IX. OTHER PROPRIETARY RIGHTS

A. Certain of the Product software contains Galaxy Run Time Components derived from Galaxy Application Environment¹ software programs which are owned by and provided under license from Visix Software, Inc. User agrees:

1. not to distribute any part of the Galaxy Run Time Components to any other person;
2. not to reproduce, distribute, use, link, or embed any part of the Galaxy Run Time Components in any software program; and
3. not to create any software program which makes direct function calls to the Galaxy Libraries of the Galaxy Application Environment.

B. If User breaches this Agreement, Visix as a third party beneficiary may bring an enforcement action in its own name against User for the limited purpose of protecting Visix's proprietary rights in the Galaxy Run Time Components. However, Visix will have no liability to User under this Agreement, and User shall look solely to Lucent Technologies for any claims User may have under this License Agreement.

X. ASSIGNMENT

Neither User nor Lucent Technologies may assign its respective rights and obligations under this Agreement without the prior written consent of the other, except that Lucent Technologies may assign any or all of its rights and obligations hereunder to any of Lucent Technologies' parents, affiliates or subsidiaries upon written notice to User.

XI. NOTICES

A. Notices required or permitted to be given hereunder shall be given in writing and shall be effective upon receipt by the other party.

B. Notices shall be addressed to each party's authorized representative as set forth on the signature page of this Agreement. Upon written notice to the other party, each party may change its authorized representative to receive notices.

XII. CHOICE OF LAW

The construction, interpretation, and performance of this Agreement shall be governed by the local laws of the State of New York exclusive of its choice of laws rules and principles.

XIII. DISPUTE RESOLUTION

If a dispute arises with respect to this Agreement, either party may submit the dispute to a sole mediator selected by the parties or, at any time, to mediation by the American Arbitration Association ("AAA"). If not thus resolved, it may be referred by either party to a sole arbitrator selected by the parties or to AAA arbitration. The arbitration shall be governed by the United States Arbitration Act and judgment on the award may be entered by any court having jurisdiction. The arbitrator shall not limit, expand or modify the terms of the Agreement nor award damages in excess of compensatory damages, and each party waives any claim to such excess damages. A

¹ Galaxy Application Environment is a registered trademark of Visix Software, Inc.

request by a party to a court for interim protection shall not affect either party's obligation hereunder to mediate and arbitrate. Each party shall bear its own expenses and an equal share of all cost and fees of the mediation and/or arbitration. Any mediator or arbitrator selected shall be competent in the legal and technical aspects of the subject matter of this Agreement. The content and result of mediation and/or arbitration shall be held in confidence by all participants, each of whom will be bound by an appropriate confidentiality agreement.

XIV. SURVIVAL

The terms, provisions and representations contained in this Agreement that, by their sense and context, are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and the expiration or termination of this Agreement.

XV. SEVERABILITY

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the Agreement, such unenforceability shall not affect any other provision of this Agreement, and shall be construed as if such unenforceable provision or provisions had never been contained herein, unless the affected provisions are essential to the objective of this Agreement in which case this Agreement shall terminate.

XVI. HEADINGS

The headings of this Agreement are included for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

XVII. WAIVER

No waiver or failure to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.

XVIII. ENTIRE AGREEMENT

This Agreement, including the annexed Attachments A, B and C (which are incorporated in and made a part of this Agreement), constitutes the entire understanding between Lucent Technologies and User with respect to the subject matter hereof and shall be amended or modified only by specific written provision signed by both parties. No oral statement of any person whomsoever shall, in any matter or degree, modify or otherwise affect the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Lucent Technologies and User have caused this Agreement to be signed by their duly authorized representatives as of the date above written.

USER

By: Joe Kitchens

Name: Joe Kitchens

Title: Supt

Date: 7-21-98

LUCENT TECHNOLOGIES INC.

By: _____

Name: _____

Title: _____

Date: _____

<u>AUTHORIZED REPRESENTATIVES FOR RECEIPT OF NOTICES</u>	
For User:	For Lucent Technologies:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

ATTACHMENT A

PRODUCTS LIST

Check items of Equipment to be installed and enter quantity.

Quantity	Product/Service Description
See Attached	<p>MultiMedia Communications eXchange ("MMCX") server and components:</p> <ul style="list-style-type: none"> • <u>19" rack mount chassis with 6-PCI slots and 6-ISA slots</u> • <u>120 MHz Pentium® processor</u> • <u>48 MB DRAM</u> • <u>2 GB SCSI-II Hard Disk (HD)</u> • <u>1.44 MB Floppy Disk Drive (FDD)</u> • <u>WAN Into LAN (WILD) Card</u> • <u>1 Remote Maintenance Board</u> • <u>One (1) 2- PRI T1 or E1 Network Interface Card (NIC)</u> • <u>One (1) 10 BaseT or 100Mb Ethernet or 155 Mb ATM Network Interface Card (NIC)</u> • <u>350W Power Supply</u> • <u>Cables</u> • <u>Remote Port Security Device (RPSD) LOCK and KEY</u> • <u>MMCX Server Software including:</u> • <u>Calling Applications: Call Processing, Media Management</u> • <u>Communications Services: Calling Context Management, Naming Services, Trading, Event Handling, Virtual Transport</u> • <u>LynxOS®/ pSOS® real time operating systems, with UNIX appearance-SNMP v1 based systems/network management, via a command line interface</u> • <u>Administration & Maintenance, initialization and recovery modules</u> • <u>Databeam T.120 Server Software (node</u>

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	<p><u>controller)</u></p> <ul style="list-style-type: none"> • <u>Audio & Video Drivers</u> • <u>Optional Multimedia Applications Server Interface (MASI) software for interworking with DEFINITY to permit Call Redirection, Voice Messaging Integration, Call Detail Recording, World Class Routing, and Class of Restriction features</u>
	MMCX Server License Right-To-Use
	MMCX Endpoint License Right-To-Use
	<p>Endpoint Software, including:</p> <ul style="list-style-type: none"> • <u>T.120 Client Terminal Software (Netmeeting)</u> • <u>Graphical User Interface</u> • <u>Meeting Room Metaphor</u> • <u>Communication Services: Feature Access, Server Access, Terminal Signaling, T.120 Client Software</u> • <u>Local Directory</u> • <u>Applications Share Software, Windows 95 & NT version</u> • <u>Whiteboard Software</u> • <u>User Login Software</u> • <u>Precept Audio & Video Drivers</u> • <u>On-Line Help</u>

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ATTACHMENT B
PRODUCTS INSTALLATION LOCATIONS

Products will be installed by Lucent Technologies at the following User addresses:

<u>Address</u>	<u>Products</u>	<u>Quantity</u>
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ATTACHMENT C

USER'S RESPONSIBILITIES

User will provide, at its own expense:

- PC Endpoints configured with minimum requirements of 133 Mhz with 32M RAM, Microsoft NT version 4.0 or Microsoft Windows 95
- Switched 100 or 10 BaseT Ethernet or ATM dedicated to the desk top in a configuration defined by the Lucent Technologies Site Team.
- Network interface cards to connect each endpoint to the Switched Ethernet LAN or ATM.
- NTSC compliant camera for each desk top set.
- Full duplex speakerphone with acoustic echo cancellation for each desk top set or CTI type headset for each desk top set requiring full duplex sound card.
- Video capture Card for each desk top set needing to send video.
- PRI facilities connected to the MultiMedia Communications eXchange ("MMCX") that will need to be administered for domestic PRI; 1.544 Mbps., voice/data usage.
- CD ROM drive access to the network.
- File server for backup of administered data.
- User will set the permissions to allow Lucent Technologies remote dial-in access to the MMCX in order to obtain configuration information or provide the information when requested via analog (POTS) line. If this capability is not provided, User must administer its (change to "their") own MMCX with the translations provided by the Lucent Technologies MultiMedia Applications Customer Support Center.
- Paradyne 3950 CSU/DSU or equivalent.
- PBX upgrades as needed for the MMCX to function.

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MMCX R2.1
Configurations

R2.1 - MMCX Server			PURCHASE	INSTALL	MO. MAINT
QTY	PE CODE	DESCRIPTION			
1	4600-001	MMCX Server, Ethernet NIC, 4 User	\$ 18,500.00	\$ 1,000.00	\$ 110.00
0	4600-002	MMCX Server, ATM NIC, 4 User	\$ -	\$ -	\$ -
0	46001	Ethernet NIC	\$ -	\$ -	\$ -
0	46002	ATM NIC	\$ -	\$ -	\$ -
0	46003	WILD Card	\$ -	\$ -	\$ -
0	46004	T1 PRI Card	\$ -	\$ -	\$ -
0	46006	Remote Maintenance Board (RMB)	\$ -	\$ -	\$ -
0	46007	MASI Software	\$ -	\$ -	\$ -
0	46008	PRI/PSTN Gateway Option	\$ -	\$ -	\$ -
1	46009	VGA Card (Optional)	\$ 65.00	\$ 50.00	\$ -
0	1214-LOK	Port Security Device - Lock (Optional)	\$ -	\$ -	\$ -
1	1611-001	MMCX R2.1 RTU Server 5-10 Users	\$ 6,500.00	\$ -	\$ 80.00
0	1611-002	MMCX R2.1 RTU Server 5-25 Users	\$ -	\$ -	\$ -
0	1611-003	MMCX R2.1 RTU Server 5-50 Users	\$ -	\$ -	\$ -
0	1611-004	MMCX R2.1 RTU Server 5-75 Users	\$ -	\$ -	\$ -
0	1611-005	MMCX R2.1 RTU Server 5-100 Users	\$ -	\$ -	\$ -
0	1611-100	MMCX UNIX Client Endpoint RTU	\$ -	\$ -	\$ -
0	1611-1R0	MMCX UNIX Client Software	\$ -	\$ -	\$ -
0	1611-R10	MMCX UNIX Server Software	\$ -	\$ -	\$ -
1	1611-2R0	MMCX R2.1 Client Software	\$ -	\$ -	\$ -
1	1611-R20	MMCX R2.1 Server Software	\$ -	\$ -	\$ -
0	2856-G4B	H.320/H.323 Gateway Option w/ISDN-BRI	\$ -	\$ -	\$ -
1	3837-010	Software Engineering - MMCX	\$ -	\$ 1,200.00	\$ -
0	3837-011	Software Engineering - Add'l Devices	\$ -	\$ -	\$ -
0	3837-012	Software Engineering - PBX	\$ -	\$ -	\$ -
0	3837-200	Remote Installation Support - Server	\$ -	\$ -	\$ -
22	3837-210	Network Integration - PM & Testing	\$ -	\$ 1,650.00	\$ -
TOTAL			\$ 25,065.00	\$ 3,900.00	\$ 190.00

DEFINITY and other related items

0	1264-PRS	G3S PRI Software	\$ -	\$ -	\$ -
0	1264-UD2	G3S UDP Software	\$ -	\$ -	\$ -
0	1236-PRI	G3I PRI Software	\$ -	\$ -	\$ -
0	1236-UDP	G3I UDP Software	\$ -	\$ -	\$ -
0	1263-PRI	G3R PRI Software	\$ -	\$ -	\$ -
0	1263-UDP	G3R UDP Software	\$ -	\$ -	\$ -
0	1264-MS1	MASI DEFINITY Software	\$ -	\$ -	\$ -
0	63316	DS1 PRI Interface (TN464)	\$ -	\$ -	\$ -
0	63185	120A1 Channel Service Unit	\$ -	\$ -	\$ -
0	21508	CSU Cable (RJ48M to DB15)	\$ -	\$ -	\$ -
0	2709-A28	356A Adapter	\$ -	\$ -	\$ -
0	2725-07S	D8W 8 Conductor Mounting Cord - 25'	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -

The basic MMCX server includes:

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MMCX R2.1
Configurations

200Mhz Pentium processor
128MB RAM
2GB SCSI disk
1.44 floppy drive
Power supply
Dual 6-port PCI and 6-port ISA bus
Remote Maintenance Board
2-port PRI T1 card
WILD card
Ethernet NIC

WESTERN HEIGHTS PUBLIC SCHOOLS

(24)

Request to Purchase
Central Office Use:

I. Vendor WUCENT Technologies Purchase Order Number 4430
Approval to Purchase [Signature]

Ship to: Western Heights Warehouse Date _____ Telephone 405-745-6300
4101 S. Council Road Bill to: Western Heights Public Schools
Oklahoma City, Okla. 73179 8401 S.W. 44
Attn: _____ Oklahoma City, Okla. 73179

Item No.	Quantity	Description & Other Information	Unit Price	Total Price
		<u>MMCX Telephony Service</u>		<u>27,965</u>

NO BACK ORDERS OR SUBSTITUTES WITHOUT CONFIRMATION

II. Purchasers Use: Procedure:
1. If you use company order form, write "see attached" and attach original company form and 2 copies.

2. Complete Sections I and II and return to Administration Bldg., make copy for your records.
3. Material will be ordered by Central Office only.

Sub Total	
Transportation	
Total Cost	
Amount Paid	

Purpose of Goods (Be Specific) _____

Teacher _____ Principal _____
DEPARTMENT _____ SCHOOL SITE _____
GRADE LEVEL _____ DISCIPLINE _____

IV. Warehouse Use: _____
Order Complete _____ Date _____
Back Order _____

Remarks
Title III
School Year 98

Staple Invoice and Packing Slip and return to Accounts Payable

V. FUND: General, Building, Activity, Lunch (Circle One)
Activity Fund Account Number to be used: _____

VI. APPROPRIATION CODE:

YEAR	FUND	PROJ.	FUNC.	OBJ.	PROG. OR UNIT	SUBJ.	JOB CLASS	SITE	IND.

**MINUTES
WESTERN HEIGHTS BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT I-41
SPECIAL MEETING
APRIL 8, 1998**

Item I. The Western Heights Board of Education met in special session April 8, 1998, in the Board Room at the Administration Building, 8401 SW 44, Oklahoma City, Oklahoma. President of the Board, Lynda Howeth, called the meeting to order at 5:03 p.m. Call to order

Item II. Charlene Shirey, Clerk of the Board, called the roll. Members present were Jann Davenport, Robert Everman, Vivian Stehr, and Lynda Howeth. Roll call

Item III. After reviewing the quotes for the proposed E-Rate projects, a motion was made by Davenport, and seconded by Everman to award the following contracts contingent upon Western Heights Schools receiving E-Rate funding: E-Rate project

File server project, the video server project,
CD ram server project to Integrated Solutions \$710,795.68

Internet Telephony project to Lucent
Technologies for \$223,884.00

Fiber installation project to Dan Dill Electric for the High School,
Middle School, John Glenn and fiber jumpers at all sites \$10,522.00

Fiber installation project to Integrated Solutions for Council Grove,
Greenvale, Winds West, and High School Server Room \$15,586.00

Internet connection project to Chickasaw Telecomm-
Oklahoma Five \$44,000.00

PRIT1 and DIB project to Southwestern Bell (annually for five years) \$12,719.00
VOTE: Davenport, yes; Everman, yes; Stehr, yes; and Howeth, yes.

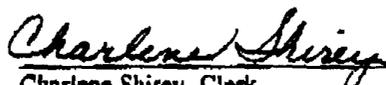
Item IV, and V. A motion was made by Stehr and seconded by Everman to approve the resignation of Jim Ellis, English Teacher, Middle School, and to approve filling the above *certified* position. The Administration recommends this position be filled for the 1998-99 school year. Resignation: J. Ellis
VOTE: Stehr, yes; Everman, yes; Davenport, yes; and Howeth, yes.

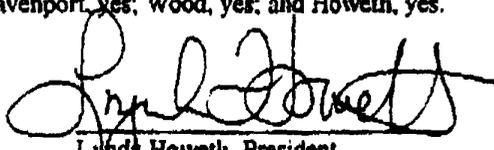
Item VII. After discussion, a motion was made by Everman and seconded by Stehr to appoint Eddie Wood to the Board of Education Office #1 position. Appoint Eddie Wood to board
VOTE: Everman, yes; Stehr, yes; Davenport, yes; and Howeth, yes.

The Board took a short break.

The Clerk of the Board administered the oath of office to Mr. Wood, and he was seated on the Board. Oath of office

Item VII. A motion was made by Stehr and seconded by Everman to adjourn the meeting at 6:10 p.m. Adjourn
VOTE: Stehr, yes; Everman, yes; Davenport, yes; Wood, yes; and Howeth, yes.


Charlene Shirey, Clerk
Board of Education, I-41


Lynda Howeth, President
Board of Education, I-41

BOARD OF EDUCATION

OR ENCUMBRANCE



WESTERN HEIGHTS PUBLIC SCHOOLS

31 S. W. 44

OKLA. CITY, OKLA. 73179

SHOW ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS

DATE OF ORDER	ORDER NO.	WARRANT NO.
06 24 98	4430	

DATE PAID

8-28-98 choice vendor back to settle III so can be multiple

~~Prigent Technologies~~
 TITLE III TECHNOLOGY VENDOR

- CONDITIONS:
1. Invoices to be rendered in duplicate.
 2. No payment to be made until order is complete.
 3. Back Orders not accepted.
 4. Goods to be delivered F.O.B. as per address in Ship To block.
 5. Exempt from Sales Tax.
 6. Deliveries acknowledged subject to Purchaser's inspection.
 7. Chemical Products shipped without MS & DS Sheet will be returned.

TO new vendors: Cisco
 Video Server

SHIP TO WESTERN HEIGHTS WAREHOUSE
 4101 S. COUNCIL ROAD
 OKLAHOMA CITY, OKLA. 73179

PURCHASE APPROVED BY

 YEAR 8 FUND 11

DESCRIPTION		PROJ.	FUNC.	OBJ.	PROG. OR UNIT	SUBJ.	JOB CLASS	SITE
EQUIPMENT	24600.00							
SUBTOTAL	24600.00	787	1000	743	196	7650	000050	
TOTAL	24600.00							
	45400.00							
	70,000.00							
	+24370.00							
	94370.00							

C.O. 8-28-98 per Mr. Kileham

Video Server: 53,150.00
 Cisco: 41,220.00

THIS PURCHASE ORDER IS SUBJECT TO THE APPROVAL OF THE BOARD OF EDUCATION