



Ashland-Greenwood Public Schools  
Board of Education Meeting  
May 20<sup>th</sup>, 2013  
7:30 PM  
Conference Room, High School  
1842 Furnas Street  
Ashland, NE 68003

***The Non-certified Wage Committee of Suzanne Sapp, David Nygren, and Kevin Garner will meet at 6:00 PM in advance of the meeting in the High School Conference Room.***

1. Call to Order. Roll Call.
2. Acknowledgement of Open Meetings Law posting.
3. Pledge of Allegiance
4. Recognition of public participation.
5. Visitors and Communication from the public.
6. Approval of changes in the mailed agenda and/or changes in the agenda order.
7. Approval of Consent Agenda Items
  - a. Approval of minutes of previous meetings (pgs. 1-4)
  - b. Acceptance of Financial Reports (pgs. 5-13)
  - c. Action on Claims (pgs. 14-17)
  - d. Health Insurance Affidavit (pgs. 18-19)
  - e. Contract Renewals:
    - i. 2013-14 Special Education Contract (pg. 20)
8. Administrators' and Practitioners' reports
  - A. Ms. Bray
  - B. Mr. Jacobsen
  - C. Ms. Finkey
  - D. Dr. Kassebaum

9. Old Business

- a. Discussion and update on new security system installation. (pgs. 21-36)

10. New Business

- a. Discussion and action to approve overnight travel requests: (pgs. 37-46)
  - i. FB Hastings Team Camp June 9-11
  - ii. FB Grand Island Linemen Camp June 27-28
  - iii. WR Kearney Team Camp June 26-28
  - iv. HS Concordia University BB Team Camp June 14<sup>th</sup> and 15<sup>th</sup>
  - v. VB Peru State College Volleyball Camp in Peru, Nebraska July 28<sup>th</sup> - 30<sup>th</sup>
  - vi. FFA COLT Event May 27<sup>th</sup> - May 29<sup>th</sup>
- b. Accept resignation of school employees (pgs. 47-48)
  - i. Susan Ruyle
  - ii. Kaylee Heitkamp
- c. Accept resignation of extracurricular assignment (pgs. 49-50)
- d. Discussion and action to hire certified staff member.
- e. Discussion and action to approve attendance at ISTE National Convention.
- f. Consideration of Staff handbooks. To be distributed
- g. Consideration of Student handbook changes. To be distributed
- h. Discussion and action on wages and benefits for employees working in positions that do not require a teaching certificate. (The Board may want to enter executive session).
- i. Discussion and possible action for contract extensions for selected certificated employees. (The Board may want to enter executive session)
- j. Closed Session: For the protection of the public interest and for the prevention of needless injury to the reputation of an individual(s): Personnel and the evaluation of job performance.

11. Informational items

- 12. The next meeting is set for June 17<sup>th</sup>, 2013 at 7:30 PM in the conference room at the Ashland-Greenwood High School; 1842 Furnas Street; Ashland, NE 68003. An agenda for the meeting shall be kept continuously current in the Office of the Superintendent of Schools at 1225 Clay Street in Ashland, NE 68003.

**BOARD OF EDUCATION MEETING INFORMATION:**

*The Ashland-Greenwood Public Schools Board of Education is empowered to act on any item listed on the agenda at any time during the meeting, irrespective of the time or order listed. Pages listed, or further detail, are available upon request. The Open Meetings Act requires and the intention of the Board is that agenda items be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Ashland-Greenwood Board of Education releases its agenda well in advance of most meetings and desires that all interested persons are fully informed. Any interested person who has a question or needs clarification about the sufficiency of a descriptive item should contact the Office of the Superintendent of Schools.*

**COPY OF OPEN MEETINGS ACT:** *The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the North wall of the meeting room west of the main entrance.*

**INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:**

*Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward, sign your name and address on the sign-in sheet and state your name to the Board of Education.*

*Time Limit: You may speak only one time and must limit comments to 5 minutes or less.*

*Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.*

*General Rules: Please remember that this is a meeting of the Board of Education held in public for conducting the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.*

**REQUEST FOR CLOSED SESSIONS:**

The Ashland-Greenwood Public Schools is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: a) strategy sessions with respect to collective bargaining, real estate matters, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; b) discussion regarding deployment of security personnel or devices; c) investigative proceedings regarding allegations of criminal misconduct; (d) evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; and e) legal advice.

**Ashland-Greenwood Public Schools**  
**Board of Education**  
**Meeting Minutes**  
April 15, 2013

**Opening**

A meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened open and public session on April 15, 2013

**Attendance**

The roll was called and the following Board members were present:

**Attendance Taken at 7:30 PM:**

Present Board Members:

Melvin Cerny  
Kevin Garner  
David Nygren  
Suzanne Sapp  
Karen Stille  
Tom Walsh

**Notice**

Notice of the meeting was posted in advance in the Superintendent's Office, 1225 Clay Street, Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Centennial Bank, 2433 Silver St., Ashland, NE. Notice of this meeting was given in advance to all members of the Board of Education. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the public.

A brief summary of board proceedings and list of claims will be published in the Ashland Gazette.

**1. Call to Order. Roll Call.**

Discussion:

A regular meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened in open and public session at 7:30 p.m. on 15th day of April, 2013 by President Stille.

**2. Acknowledge of Open Meetings Law posting.**

Discussion:

President Stille announced and informed the public of the current copy of the Open Meetings Act in the meeting room.

**3. Pledge of Allediance.**

Discussion:

All stood and recited the Pledge of Allegiance.

**4. Visitors and Communication from the public.**

Discussion:

There were no visitors or communication from the public.

**5. Approval of changes in the mailed agenda and/or changes in the agenda order.**

Discussion:

Dr. Kassebaum asked if Eric Sherman could speak after the consent agenda was approved.

## **6. Approval of Consent Agenda Items.**

**Motion Passed:** Approval of consent agenda including previous board meeting minutes, current monthly financial statements for all accounts and current monthly claims for all accounts. No contracts were presented. passed with a motion by David Nygren and a second by Melvin Cerny.

Melvin Cerny	Yes
Kevin Garner	Yes
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

## **7. Administrators' and Practitioners' Reports**

### **7.1. Ms. Finkey**

Discussion:

Mrs. Finkey reported to the board on test sessions for NeSA (State Testing). Mrs. Finkey shared that all students were present on the day of the test. Mrs. Finkey met with students to discuss the importance of testing. Mr. Jacobsen met with students and set some goals with the class with incentive reward. There was also an individual incentive goal. Mrs. Finkey feels that overall staff is building improvement on testing skills and students are getting more excited about testing.

### **7.2. Ms. Bray**

Discussion:

Mrs. Bray shared a variety of upcoming activities listed for the end of the year from now til the end of the year. Mrs. Bray reported to board members that Kindergarten Round Up was held and 49 students were enrolled. Mrs. Bray reported that 3rd to 5th Reach students with the direction of Julie MInk performed plays; creating sets, learning lines and making costumes.

Mrs. Bray also reported on professional activites including that she had completed all formal observations with certified staff and evaluation with non certified staff. Mrs. Bray will review performance golas during fourth quarter.

Mrs. Bray also reported on 2013-14 staffing changes to include a third resource teacher and change in some grade level teachers. Given current enrollments all classes will be at 20 students or less.

### **7.3. Mr. Jacobsen**

Discussion:

Mr. Jacobsen reported to the board on spring activities. Mr. Jacobsen reported on professional development, staff evaluations are complete at his building. Staff attending Marzano training have now had sessions training staff; he presented some ways that staff have been providing training. Mr. Jacobsen also demonostrated the Edcanvas tool staff is using as training pieces.

### **7.4. Dr. Kassebaum**

Discussion:

Dr. Kassebaum reported to the board that Rotary Honors dinner was held last Friday night. Senator Jerry Johnson was in attendance and spoke to students.

Dr. Kassebaum reported the newest model of State aids for 2013-14 shows a projected decrease of 17.64% to the district's State aid. This equates to a decrease of \$412,081.77

Dr. Kassebaum reported that it appears that the retirement formula will change and the look back will be five years for the final retirement percentage.

Dr. Kassebaum reported on grounds work; the sprinkler system is installed at the high school building; tree removal has begun and there will be some overseeding of the high school grounds.

Discussion was held regarding practice ball fields.

## **8. Old Business**

### **8.1. Discussion and possible action on heating and air project.**

Discussion:

Eric Sherman spoke to the Board of Education and presented a PowerPoint updating the Board on the MS/HS heating and air project. Mr. Sherman discussed the project, pricing, and the life cycle of the pricing. Mr. Sherman presented options for the District to move forward. Mr. Sherman also explained cost savings in the Honeywell proposal and reasons why it came in over the anticipated budget.

Dr. Kassebaum stated that he recognized that completing all expectations of the initial project for the budget amount of \$450,000 was not feasible at this time. He stated that the project has come in well over the original anticipated budget and at this time he recommend that the Board defer and simply repair the existing chiller and art room unit. Dr. Kassebaum stated the Board could consider the project again during the next fiscal year or look to bid out the project in February or March of 2014. Dr. Kassebaum also expressed concerns about the additional cost of the project in light of recent information in regard to state aid projecting a \$400,000 reduction.

Discussion was held and questions were presented and answered regarding the scope of the project and pricing.

The Board of Education took action to repair the chiller, replace the art room unit, and purchase a split unit for the server room.

**Motion Passed:** Approval of action to repair the chiller, replace art room unit and split unit for server room passed with a motion by Kevin Garner and a second by Tom Walsh.

Melvin Cerny	Yes
Kevin Garner	Yes
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

## **9. New Business**

### **9.1. Discussion on school calendar**

Discussion:

Dr. Kassebaum reported the final day will be May 23 with May 24 the last staff day. May 8 will be the last senior day with no skip day seniors will be dismissed May 7. Graduation is May 19 at 2:30 p.m.

### **9.2. Discussion and possible action to hire Non-Certified Staff Member**

Discussion:

Mr. Jacobsen advised the board that four applications were received. Three interviews were held for the Nurse/Administrative Position. Recommendation is being made to hire Ashley Chvatal.

**Motion Passed:** Approval to hire Ashley Chvatals the Nurse/Administrative Assistanst passed with a motion by Kevin Garner and a second by Tom Walsh.

Melvin Cerny	Yes
Kevin Garner	Yes
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

**9.3. Establish a date and time for the Non-Certified Wage and Benefit Committee to meet to review wage and benefits for 2013-14 for employees working in non-certified positions.**

Discussion:

Dr. Kassebaum asked the non certified committee to meet May 20 at 6:00 prior to the May board meeting.

**9.4. Closed Session: RE: strategy session to collective bargaining.**

**Motion Passed:** Approval of entry to closed session at 9:01 p.m. for discussion strategy session in regard to collective bargaining for protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law passed with a motion passed with a motion by David Nygren and a second by Suzanne Sapp.

Melvin Cerny	Yes
Kevin Garner	Yes
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

**9.5. Reconvene**

**Motion Passed:** Approval to reconvene from closed session at 9:45 p.m. passed with a motion by Tom Walsh and a second by David Nygren.

Melvin Cerny	Yes
Kevin Garner	Yes
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

**10. Informational Items**

**10.1. NASB State Convention: November 20-22, 2013**

**11. Call for Next Meeting**

Discussion:

The next meeting is set for Monday, May 20,2013 at 7:30 p.m. All meetings are held in Ashland-Greenwood Middle/High School, Conference Room at 1842 Furnas Street, Ashland, NE 68003. Notice of the meeting are posted in advance in the Superintendent's Office, 1225 Clay Street, Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Centennial Bank, 2433 Silver St., Ashland, NE. All meetings are open to the public. An agenda for the meeting shall be kept continuously current in the Office of the Superintendent of Schools at 1225 Clay Street.

**12. Adjournment.**

Discussion:

The meeting was adjourned at 9:48 p.m.

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**

**MONTH ENDING Apr-13**

**GENERAL FUND**

Beginning Balance \$ 4,414,842.46

RECEIPTS

4/2/13 Cass County Property Taxes	\$26,560.48		
4/9/13 MAPPS NASB Medicaid Admin Reimb	\$8,571.47		
4/10/13 Sarpy County Property Taxes	\$1,116.21		
4/11/13 Saunders CountyMV Tax	\$11,112.43		
4/11/13 Saunders Property Taxes	\$47,181.22		
4/11/13 Saunders Fines	\$2,233.74		
4/11/13 Saunders Co Prorate MV	\$3,270.81		
4/16/13 Cass County MV	\$8,862.89		
4/16/13 Cass County Fines & Licenses	\$952.96		
4/16/13 Cass County Property Taxes	\$31,326.29		
4/16/13 Cass County Homestead Exempt	\$3,745.73		
4/16/13 Cass County Property Tax Credit	\$30,179.22		
4/17/13 St of NE HHS	\$520.15		
4/17/13 St of NE HHS	\$149.85		
4/19/13 Sped SA Rimb 11-12 Schl Age	\$57,395.00		
4/22/13 Title IIA,	\$4,541.00		
4/26/13 Cass County Property Taxes	\$96,368.10		
4/26/13 Saunders CountyMV Tax	\$12,000.82		
4/26/13 Saunders Homestead Exempt	\$12,516.24		
4/26/13 Saunders Property Taxes	\$127,934.52		
4/30/13 State of NE State Aid	\$233,770.90		
4/30/13 F & M CD Interest	\$619.58		
4/30/13 F & M Interest	\$17.86		
4/30/13 NLAf Interest	\$68.32		
<b>Total</b>		\$ 721,015.79	\$ 5,135,858.25

DISBURSEMENTS

April Claims	\$ 627,033.82		
Banking fees	\$ 0.17		
Overpayment returned	\$ (2,050.00)		
<b>Total</b>		\$ 624,983.99	\$ 4,510,874.26

ENDING BALANCE \$ 4,510,874.26

RECONCILIATION

NLAf Liquid Balance	\$ 2,414,993.32		
Plus: F& M Bank Balance	\$ 657,957.24		
Plus General Fund Investments	\$1,436,039.67		
Less: Outstanding Claims	\$ 2,890.77		
Misdirected Claims	\$ 4,774.80		
Reconciled Balance		\$ 4,510,874.26	<u>\$ 4,510,874.26</u>



**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**

**MONTH ENDING Apr-13**

**ADMINISTRATIVE OPERATIONS ACCOUNT**

Beginning Balance			\$	1,325.00
<u>RECEIPTS</u>				
GF Deposit	\$	394.70		
<b>Total</b>			\$394.70	\$ 1,719.70
<u>DISBURSEMENTS</u>				
4/2/13 Diane Willadsen, Field Trip Admissions	\$	36.00		
4/3/13 R Kissel, Custodial Mileage	\$	13.20		
4/15/13 J Gude Rung, Sped Mileage	\$	170.50		
4/15/13 Z Kassebaum, Supt Mileage	\$	55.99		
4/17/13 C Caswell, Guidance Mileage	\$	27.17		
4/26/13 P Yardley, Title I Mileage	\$	39.60		
4/26/13 C Holz, Bus Office	\$	85.80		
<b>Total</b>			\$428.26	\$ 1,291.44
Ending Balance				<u>\$ 1,291.44</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	1,528.71		
Less: Claims Outstanding	\$	237.27		
Reconciled Balance	\$	<u>1,291.44</u>		<u>\$ 1,291.44</u>

**PAYROLL ACCOUNT**

Beginning Balance			\$	15,374.08
<u>RECEIPTS</u>				
General Fund	\$	433,953.46		
Hot Lunch	\$	14,218.78		
FM National Bank: Interest	\$	6.11		
Emp Monthly Prem	\$	<u>1,040.42</u>		
<b>Total</b>			\$ 449,218.77	\$ 464,592.85
<u>DISBURSEMENTS</u>				
Net Payroll	\$	268,121.75		
Payroll Check	\$	150.88		
Retirement		\$76,928.31		
State Tax Withholdings	\$	11,646.38		
Federal/FICA Taxes	\$	91,475.80		
Retiree Life Insurance Mo. Premium	\$	191.68		
Emp Health Insurance Mo Premium	\$	<u>1,040.42</u>		
<b>Total</b>			\$ 449,555.22	\$ 15,037.63
Ending Balance				<u>\$ 15,037.63</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	15,037.63		
Claims Outstanding	\$	-		
	\$	<u>15,037.63</u>		
Receipts Outstanding	\$	-		
Reconciled Balance	\$	<u>15,037.63</u>		<u>\$ 15,037.63</u>

**EMPLOYEE BENEFIT (SECTION 125) ACCOUNT**

Beginning Balance			\$	11,499.59
<u>RECEIPTS</u>				
Employee Payroll Deposit	\$	10,671.31		
Centennial Bank: Interest	\$	0.30		
<b>Total</b>			\$	10,671.61
			\$	22,171.20
<u>DISBURSEMENTS</u>				
4/4/13 Payflex, Employee Benefit	\$	813.36		
4/11/13 Payflex, Employee Benefit	\$	641.66		
4/18/13 Payflex, Employee Benefit	\$	4,290.39		
4/26/13 Payflex, Employee Benefit	\$	1,585.98		
<b>Total</b>			\$	7,331.39
			\$	14,839.81
Ending Balance				<u>\$ 14,839.81</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	14,839.81		
Outstanding Claims				
Reconciled Balance	\$	14,839.81		<u>\$ 14,839.81</u>

**SPECIAL BUILDING ACCOUNT**

Beginning Balance			\$	976,388.22
<u>RECEIPTS</u>				
Cass County	\$	15.63		
Saunders County	\$	19.10		
F& M Interest	\$	101.83		
NLAF - Money Market: Interest	\$	3.04		
<b>Total</b>			\$	139.60
			\$	976,527.82
<u>DISBURSEMENTS</u>				
Interior Systems Drywall Retainage	\$	928.90		
Willmar Electric Ser Plumbing Change & Retainag	\$	1,650.90		
<b>Total</b>			\$2,579.80	\$ 973,948.02
Ending Balance				<u>\$ 973,948.02</u>
<u>RECONCILIATION</u>				
F&M Bank Balance	\$	359,144.81		
NLAF #9300590 Balance	\$	619,578.01		
Outstanding Claims	\$	4,774.80		
Reconciled Balance	\$	973,948.02		<u>\$ 973,948.02</u>

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**

**MONTH ENDING Apr-13**

**QUALIFIED CAPITAL PURPOSE FUND**

Beginning Balance			\$	8,945.33
<u>RECEIPTS</u>				
4/10/13	Saunders Co Property Taxes	\$	1,150.24	
4/10/13	Sarpy Co Property Taxes	\$	11.38	
4/26/13	Saunders County, Property Taxes	\$	2,093.89	
4/26/13	Saunders County, Homestead	\$	127.65	
4/30/13	Interest	\$	0.41	
	<b>Total</b>		\$	3,383.57
<u>DISBURSEMENTS</u>				
	<b>Total</b>		\$	-
Ending Balance			\$	<u>12,328.90</u>
<u>RECONCILIATION</u>				
	Bank Balance	\$	12,328.90	
	Less: Outstanding Claims	\$	-	
	Plus: Outstanding Deposits			
	Reconciled Balance	\$	<u>12,328.90</u>	\$ <u>12,328.90</u>

**DEPRECIATION FUND**

Beginning Balance			\$	339,043.35
<u>RECEIPTS</u>				
	F&M National Bank, Interest	\$	27.87	
	<b>Total</b>		\$	27.87
			\$	339,071.22
<u>DISBURSEMENTS</u>				
	<b>Total</b>		\$	-
Ending Balance			\$	<u>339,071.22</u>
<u>RECONCILIATION</u>				
	F & M Bank Balance	\$	339,068.80	
	NLAF Balance	\$	2.42	
	Less: Outstanding Claims	\$	-	
		\$	<u>339,071.22</u>	
Reconciled Balance		\$	<u>339,071.22</u>	\$ <u>339,071.22</u>

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**

**MONTH ENDING Apr-13**

**STUDENT FEE FUND**

Beginning Balance			\$	4,315.73
<u>RECEIPTS</u>				
Cap & Gown Fees	\$	660.00		
Participation	\$	352.00		
Interest	\$	0.10		
<b>Total</b>			\$	1,012.10
			\$	5,327.83
<u>DISBURSEMENTS</u>				
Disbursements	\$	550.00		
<b>Total</b>			\$	550.00
Ending Balance			\$	<u>4,777.83</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	4,733.83		
Claims Outstanding	\$	-		
Misdirected Deposit	\$	44.00		
Reconciled Balance	\$	<u>4,777.83</u>		
			\$	<u>4,777.83</u>

**HOT LUNCH ACCOUNT**

		Beginning Balance		\$	51,979.34
<u>RECEIPTS</u>					
Student and Staff Deposits	\$	16,620.10			
Online Student Deposits	\$	8,396.36			
Federal & State Reimbursement	\$	16,962.44			
F&M National Bank: Interest	\$	4.76			
Vending Proceeds	\$	309.10			
<b>Total</b>			\$	42,292.76	\$ 94,272.10
<u>DISBURSEMENTS</u>					
Wages & Benefits	\$	14,465.34			
Food/ Supplies/ Contracted Services	\$	25,096.61			
<b>Total</b>			\$	39,561.95	\$ 54,710.15
Ending Balance					\$ <u>54,710.15</u>
<u>RECONCILIATION</u>					
Bank Balance	\$	54,457.63			
Claims Outstanding	\$	454.03			
	\$	<u>54,003.60</u>			
Receipts Outstanding	\$	706.55			
Reconciled Balance	\$	<u>54,710.15</u>			
					\$ <u>54,710.15</u>
Student and Staff Deposits Held on Account - End of Month			\$	12,047.50	

**INVESTMENTS**

Date Bought	Security Description	Maturity Date	Rate	Investment
<b>General Fund Investments</b>				
1/30/12	Farmers & Merchants Bank, Ashland	01/30/14	0.4000%	\$838,200.10
10/22/10	Centennial Bank, Ashland	10/22/13	0.5000%	\$101,839.57
10/22/12	State Bank of India, NY	10/22/13	0.7000%	\$248,000.00
10/22/12	Onewest Bank, Fsb CA	10/22/13	0.7000%	\$248,000.00
<b>Total Investments</b>				<u><u>\$1,436,039.67</u></u>

**LOCAL BANK SECURITIES PLEDGE TO SCHOOL DISTRICT DEPOSITS & FDIC INSURANCE ON DEPOSITS**

<b>CENTENNIAL BANK</b>		
FDIC INSURANCE		\$ 250,000.00
Total Secured		<u>\$ 250,000.00</u>
<b>FARMERS AND MERCHANTS BANK</b>		
FDIC INSURANCE		\$ 250,000.00
<b>Pledged Safekeeping Security</b>	<b>Total Face Value</b>	<b>Actual Value</b>
Various pledged amounts at Agencies, Municipals, SBA, CD's etc, monitored by: Farmers Merchant Bank	\$ 3,415,516.00	\$ 2,845,516.00
Total Secured		<u>\$ 3,095,516.00</u>

**FINANCIAL STATEMENT  
ACTIVITY FUND**

**FOR MONTH ENDING Apr-13**

				<b>Beginning Balance</b>		<b>\$ 75,860.59</b>
<b>Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Description</b>	<b>Receipt</b>	<b>Disbursed</b>	<b>Balance</b>
<b>ATHLETICS</b>						<b>\$ (1,067.21)</b>
4/1/13		Gate	Baseball 3/29/13	\$ 142.00		
4/4/13		Tek. Herman	HS Track Entry Fee	\$ 150.00		
4/4/13		Gate	Baseball vs DC West	\$ 140.00		
4/4/13		Various	Golf Trny Entry Fee	\$ 475.00		
4/6/13		Gate	Platte Valley Baseball Trny	\$ 82.00		
4/10/13		Patron	Activity Pass	\$ 25.00		
4/10/13		Bennington PS	Entry Fee Refund	\$ 130.00		
4/10/13		Various	Golf Trny Entry Fee	\$ 380.00		
4/15/13	011339	Arlington PS	HS Golf fee		\$ 95.00	
4/15/13	011341	Awards Unlimited, Inc.	MS TR Awards		\$ 228.40	
4/15/13	011342	Derek J Bond	MSTR starter		\$ 75.00	
4/15/13	011344	Conestoga PS	HSTR fee		\$ 150.00	
4/15/13	011345	Fort Calhoun Comm S	MS TR fee		\$ 140.00	
4/15/13	011347	Golf Team Prod Inc	Spring Supplies		\$ 223.00	
4/15/13	011348	Scott Hayman	MSTR starter		\$ 75.00	
4/15/13	011349	Nebraska Sports	Track Equip		\$ 808.70	
4/15/13	011356	No Frills	Supplies		\$ 63.38	
4/15/13	011357	Odeys Field Experts	Baseball supplies		\$ 67.50	
4/15/13	011364	VS Athletics, Inc.	TR supplies		\$ 220.35	
4/15/13	011365	Scott Hayman	HS track starter		\$ 200.00	
4/18/13		Various	Fundraising Coupon	\$ 3,530.00		
4/19/13		Gretna	MS Wr Trny Entry Fee	\$ 90.00		
4/19/13		Various	Golf Trny Entry Fee	\$ 475.00		
4/19/13		Falls City	Rotary Tr Inv. Entry Fee	\$ 150.00		
4/20/13		Various	Fundraising Coupon	\$ 3,725.00		
4/22/13		Various	Fundraising Coupon	\$ 8,397.00		
4/29/13		Gate	Baseball vs Crete	\$ 217.00		
4/29/13		Various	Fundraising Coupon	\$ 60.00		
<b>TOTALS</b>				<b>\$18,168.00</b>	<b>\$ 2,346.33</b>	<b>\$ 14,754.46</b>
<b>ALUMNI DIGITAL DISPLAY</b>						<b>\$ 1,758.03</b>
				<b>\$0.00</b>	<b>\$ -</b>	<b>\$ 1,758.03</b>
<b>BAND</b>						<b>\$ 5,953.39</b>
<b>TOTALS</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,953.39</b>
<b>CLASS OF 2012</b>						<b>\$ -</b>
<b>TOTALS</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>DRAMA</b>						<b>\$ 3,530.95</b>
4/15/13	011358	Pioneer Drama Service, I	Drama: Play supplies		\$ 37.00	
				<b>\$ -</b>	<b>\$ 37.00</b>	<b>\$ 3,493.95</b>
<b>ELM BOOK FAIR</b>						<b>\$ 942.23</b>
<b>TOTALS</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ 942.23</b>

**FINANCIAL STATEMENT  
ACTIVITY FUND**

**FOR MONTH ENDING Apr-13**

<b>ELM STAFF</b>							\$ 2,661.97
4/19/13		First Choice/Pepsi	Pop Proceeds	\$	64.98		
		TOTALS			\$64.98	\$ -	\$ 2,726.95
<b>ELM STUDENT COUNCIL</b>							\$ 7,934.27
4/11/13		Various	Memory Book Sales	\$	70.00		
4/15/13	011350	LIFETOUCH	EI Student Co: Memory Books			\$	1,576.87
		TOTALS			\$70.00	\$ 1,576.87	\$ 6,427.40
<b>FBLA</b>							\$ 4,206.97
4/15/13	011356	No Frills	FBLA: Feed NE Project	\$	23.92		
4/15/13	011360	Ramada Plaza Omaha	Hotel Rooms for FBLA-SLC	\$	1,560.00		
		TOTALS		\$	-	\$ 1,583.92	\$ 2,623.05
<b>FFA</b>							\$ 22,966.64
4/2/13		Student	Mentor Gift Payment	\$	15.00		
4/15/13	011356	No Frills	AG Demo Supplies			\$	34.24
4/15/13	011354	National FFA Org	Banquet Supplies			\$	555.50
4/15/13	011355	Nebraska FFA Assn	Convention Fees			\$	230.00
4/15/13	011362	University Of Nebraska-L	Regist Fees			\$	202.00
4/22/13		NE FFA Foundation	"I Believe" Donation	\$	853.14		
4/22/13		Student	Mentor Gift Payment	\$	15.00		
		TOTALS		\$	883.14	\$ 1,021.74	\$ 22,828.04
<b>HONOR SOCIETY</b>							\$ 772.46
4/15/13	011353	NASSP	Honor Society: Dues			\$	85.00
		TOTALS			\$0.00	\$ 85.00	\$ 687.46
<b>HS STUDENT COUNCIL</b>							\$ 2,032.32
		TOTALS		\$	-	\$ -	\$ 2,032.32
<b>MS/HS STAFF</b>							\$ 1,161.06
		TOTALS			\$0.00	\$ -	\$ 1,161.06
<b>MS STUDENT COUNCIL</b>							\$ 1,151.37
4/22/13		Gate	Dance Adm & Pop Sales	\$	143.00		
4/15/13	011356	U Save Foods Inc/Nash F	Supplies			\$	87.96
		TOTALS		\$	143.00	\$ 87.96	\$ 1,206.41
<b>PROM ACCT (established 7-2012)</b>							\$ 1,968.24
4/5/13		Various	Prom Dinners	\$	940.00		
4/8/13		Various	Prom Dinners	\$	360.00		
4/9/13		Various	Prom Dinners	\$	120.00		
4/10/13		Various	Prom Dinners	\$	160.00		
4/12/13		Various	Prom Dinners	\$	180.00		
		TOTALS			\$1,760.00	\$ -	\$ 3,728.24

**FINANCIAL STATEMENT  
ACTIVITY FUND**

**FOR MONTH ENDING Apr-13**

<b>SCHOOL STORE</b>				\$	186.10
TOTALS				\$	-
<b>SENIORS</b> <i>(created 7-2012)</i>				\$	2,294.88
				\$	-
<b>SHOP</b>				\$	197.85
4/19/13	Various	Wood Shop Activity	\$	106.00	
TOTALS				\$	106.00
<b>SPANISH CLUB</b>				\$	349.11
TOTALS				\$	-
<b>SPIRIT SQUAD</b>				\$	5,657.04
4/15/13	011340	Art F/X Screenprinting & I Cheer T Shirts		\$	229.50
TOTALS				\$	-
<b>SPEECH</b>				\$	2,547.65
4/15/13	011351	Lincoln East High School District Speech		\$	111.00
4/15/13	011363	VISA Motel Accomodations		\$	212.00
TOTALS				\$0.00	\$ 323.00
<b>TALENTED/GIFTED ACTIVITES (Formerly OM)</b>				\$	345.68
TOTALS				\$	-
<b>VOCAL MUSIC</b>				\$	2,770.39
4/6/13	Gate	School Musical	\$	817.00	
4/8/13	Gate	School Musical	\$	983.00	
4/9/13	Various	Musical Ads, T-Shirts	\$	438.75	
4/15/13	011338	Abante LLC		\$	259.06
4/15/13	011343	C & L Hardware		\$	64.46
4/15/13	011346	Mary Ziegenbein		\$	26.25
4/15/13	011361	Cheryl A. Reisen		\$	471.15
TOTALS				\$2,238.75	\$ 820.92
<b>YEARBOOK/ANNUAL</b>				\$	3,555.92
4/2/13	Various	Sr. Tributes-DVD	\$	150.00	
4/5/13	Various	HS Yearbooks	\$	105.00	
4/12/13	Various	MS & HS Yearbooks, Ads	\$	134.00	
4/17/13	Various	Ads, Yearbook	\$	155.00	
4/26/13	Various	Yearbooks & DVD	\$	115.00	
TOTALS				\$659.00	\$ -
<b>INTEREST</b>				\$	1,983.28
4/30/13	Centennial Bank	Interest	\$	1.85	
TOTALS				\$	1.85
<b>ACTIVITY FUND TOTALS ALL ACCOUNTS</b>				\$24,094.72	\$ 8,112.24

<b>Ending Balance</b>	\$ 91,843.07
Plus: Outstanding Checks	\$ 1,236.15
Less: Outstanding Receipts	
Misdirected Deposit	\$ 44.00
<b>Equals: Bank Balance</b>	\$ 93,123.22



**April 2013 Incomplete Listing  
General Fund Disbursements**

<b>Check</b>	<b>Payable to</b>	<b>Amount</b>	<b>Description</b>
030995	VISA	\$ 116.44	Inst Tech Dues & Fees, Wksh
030996	PayFlex Systems USA Inc	\$ 301.60	Gen Bus: Employee Benefit
030997	Windstream	\$ 475.66	Local Telephone/Internet
030998	Williams Sales & Service	\$ 681.44	Transp: Bus 06 & 91
030999	Father Flanagan's Boys' Home	\$ 5,591.25	Student Tuition
031000	University Of Nebraska-Lincoln	\$ 467.00	Elem Instruction: 2nd gr trip
031001	Protech Electric Services	\$ 29,250.00	Maint: Baseball Lights

Authorized by:

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**Ashland-Greenwood Public Schools' Claims**  
**General Fund Claims**  
**May 20, 2013**

<b>Check #</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
031002	AG Payroll Account	\$ 282,566.23	Net Payroll
031003	AGEA	\$ 2,592.00	Employee Dues
031004	BCBS	\$ 84,329.21	Payroll Employee Health Ins
031005	Centennial Bank	\$ 11,278.82	Payroll Section 125 Deduct
031006	DISCOVER	\$ 449.29	Employee Garnishment
031007	Guardian	\$ 823.59	Payroll Employee Life Prem
031008	Madison National Life	\$ 1,132.01	Payroll LTD Insurance Prem
031009	MidAmerica 403b	\$ 1,965.00	Payroll Annuity Deduction
031010	AG Payroll Account	\$ 12,270.63	Payroll State Tax Wthhldg
031011	AG Payroll Account	\$ 95,643.23	Payroll Federal Tax Wthhldg
031012	AG Payroll Account	\$ 83.02	April Addl Net Payroll
031013	Retirement	\$ 79,107.94	Payroll Retirement Wthhldg
031014	TheStandard	\$ 818.63	Employee Vision Plan
031015	Accurate Locksmiths	\$ 229.00	Maintenance: Repair Lock
031016	AmSan	\$ 2,678.69	Custodial: Supplies
031017	Ashland Auto Parts	\$ 266.36	Transportation: Shop Supplies
031018	Ashland Disposal Service	\$ 215.00	Custodial: Waste Removal
031019	AG Foundation	\$ 2,190.00	Staff Recognition Dinner
031020	AG Hot Lunch	\$ 95.29	Instruction: Supplies NESAs
031021	Awards Unlimited, Inc.	\$ 546.47	Bd of Ed: Awards
031022	Bennett Refrigeration Inc	\$ 1,477.20	Maint: Replace Compress
031023	Maris Buller	\$ 67.00	Sped Respiratory Services
031024	C & L Hardware	\$ 52.11	Maintenance: Supplies
031025	Khalisha S Casey	\$ 20.00	Dance Team Judge
031026	Brooke L Cheleen	\$ 555.68	Physical Therapy
031027	Childswork/Childsplay	\$ 181.34	Circle of Friends Grant: Supplies
031028	City Of Ashland	\$ 1,713.00	All Areas: Water & Sewer
031029	Allison N Clark	\$ 20.00	Dance Team Judge
031030	Cornhusker State Industries	\$ 3,100.00	Teachers Desks
031031	Cornhusker Internatl Trucks	\$ 132.66	Transportation:Parts
031032	Dynamic Measurement Group	\$ 186.00	Titel I: Diebels Data Storage
031033	Eddie Lawn Service, LLC	\$ 3,785.00	Overseed FB Fields
031034	Electronic Sound, Inc.	\$ 527.50	General: HS sound system service
031035	Esu #2	\$ 17,914.90	Sped: Speech Services
031036	Fairfield Inn	\$ 293.85	Travel Expenses
031037	Federal Express Corp	\$ 29.20	Vocal Music: Shipping supplies
031038	Flinn Scientific Inc	\$ 86.83	Curr. Sup.: Supplies
031039	Follett Educational Services	\$ 1,021.12	HS Media: Books
031040	Frey Scientific-	\$ 110.20	Instruction: Bio lab supplies
031041	Goodwin Tucker/Mid Iowa Refr	\$ 290.50	Maintenance: Service Call
031042	GovConnection Inc.	\$ 1,457.39	Inst Tech: Supplies
031043	Hampton Inn	\$ 169.90	Travel Expenses Austim Confernce

**Ashland-Greenwood Public Schools' Claims**  
**General Fund Claims**  
**May 20, 2013**

031044	Howard, Lori	\$	200.00	Sign Language Intrepretor
031045	Inland Truck Parts & Service	\$	202.95	Bus 10 Wiper Repair & Parts
031046	Insight Enterprises, Inc.	\$	203.00	Instruct:Teaching Supplies
031047	Johnstone Supply	\$	32.91	Maintenance: Motor Kit
031048	Joslyn Art Museum	\$	280.00	Elem Instruction: Field trip
031049	J. W. Pepper & Son, Inc	\$	65.99	Band: Supplies
031050	Lakeshore Learning Materials	\$	80.49	HAL: Lab Supplies
031051	Matheson Tri-Gas, Inc/Linweld	\$	126.18	Voc AG: Class supplies
031052	Douglas S Loftus	\$	375.00	Maint: Restroom Rental
031053	MCI Communications Serv	\$	117.27	Long Distance Service
031054	Menard Inc	\$	441.51	Maintenance; Supplies
031055	NASCO (Aristotle Corporation)	\$	86.64	SPEd Instruction: Supplies
031056	NCSA	\$	695.00	Conferences/Wkshops
031057	NECO	\$	202.50	Building Security
031058	Nebraska Department Of Ed.	\$	26,453.00	Student Tuition
031059	Nebraska State Historical Society	\$	62.40	Instruction: Trailblazer news
031060	Nicholson & Associates	\$	180.00	Employee Screenings
031061	O'Keefe Elevator Co.	\$	735.60	Custodial: Elev Repair
031062	One Source, Inc	\$	32.00	Background Checks
031063	Perry, Guthery, Haase & Gessf	\$	420.00	Admin: Legal Services
031064	Pitney Bowes Postage By Phone	\$	1,000.00	All Areas: Postage
031065	Platte Valley Sanitation Inc	\$	325.00	Custodial: Waste Removal
031066	Pro-ED Inc	\$	81.40	Circle of Friends Grant
031067	Protech Electric Services	\$	9,750.00	Maint: Ball Park Lights
031068	Quill Corp	\$	45.85	Gen Bus: Supplies
031069	Raymond Geddes & Co	\$	36.91	Circlce of Friends Supplies
031070	Reid's Variety	\$	14.97	Bd of Ed: Supplies
031071	Saunders Medical Center	\$	200.00	Transportation: Empl Physical
031072	School Specialty	\$	265.91	All Areas: Supplies
031073	Seminole Retail Energy Services. L	\$	6,243.94	Natural Gas
031074	Skyline Physical Therapy, Inc	\$	1,076.70	Sped: Physical Therapy
031075	Solution One	\$	478.80	Instruction: Copier Use
031076	Sparkling Klean	\$	5,696.60	Custodial: Janitorial Serives
031077	Vanessa Starns	\$	20.00	Dance Team Judge
031078	Mollie Sundermeier	\$	20.00	Dance Team Judge
031079	Ty's Outdoor Power	\$	443.40	Maintenance: Equipment
031080	United Electrical Supp. Co	\$	726.66	Maintenance: Lights FB Fld
031081	UNL	\$	320.00	Special Ed Conference Reg.
031082	US Mechanical Service Inc	\$	1,647.71	Maint: Service Calls All Bldgs
031083	Voyager Fleet Systems, Inc.	\$	5,113.94	Transportation: Fuel
031084	Wahoo-Waverly-Ashland News	\$	73.29	Bd of Ed: Adv & Printing
031085	Beverly Wliggs	\$	2,759.29	Occupational Therapy
031086	Williams Sales & Service	\$	902.50	Transportation: Bus Inspection

**Ashland-Greenwood Public Schools' Claims**  
**General Fund Claims**  
**May 20, 2013**

031087	Tyler Williams	\$	3,600.00	Grounds:Tree removal
031088	YouthLight, Inc.	\$	80.19	Circle of Friends Grant: Supplies
TBA	Esu Coordinating Council	\$	1,122.96	DVD/VHS Combo Players
TBA	Post Rock- Seminole	INC		Heating Fuel
TBA	Mid American Retirement	INC		Quarertly Fees
TBA	Payflex	INC		Employee Benefit
TBA	VISA	INC		Travel Expense, Entry Fees
TBA	U Save/No Frills	INC		Supplies
TBA	MCI	INC		Long Distance
TBA	Henry Doorly Zoo	INC		Elementary Field Trip
TBA	Windstream	INC		Local Telephone Service
TBA	Admin Operations Acct	INC		Mileage, Fees, Field Trip,
TBA	US Mechanical	INC		MSHS Project Work

\*\* *Special Building Claims will be updated prior to baord meeting*

Authorized by:

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**AFFIDAVIT - MEETING: TO MEET AND CONFER REGARDING THE EDUCATORS HEALTH ALLIANCE –  
OPTIONAL OPEN ENROLLMENT PERIOD FOR 2013-2014 CONTRACT AND SCHOOL YEAR**

COMES NOW     TOM WALSH    , being first duly sworn upon oath, and hereby states as follows:

1. The undersigned is the Secretary of the Board of Education as of the date of this Affidavit, and is a member of the negotiations team representing the Board of Education of the Ashland-Greenwood Public School District with regard to the negotiation of the terms and conditions of the negotiated agreement for the 2013-2014 contract and school year.

2. The Superintendent of Schools acting as an agent of The Board of Education negotiations team met and conferred with the representative (Lead Negotiator: Matt Flynn) of the Ashland-Greenwood Education Association on [March 18, 2013] to discuss the option of participating in the Educators Health Alliance (EHA) "Optional Open Enrollment Period" effective for the 2013-2014 contract and school year. Leisa Rogers, AGEA President sent communication to all AGEA members on March 19<sup>th</sup>, 2013 to discuss the option of participating in the EHA "Optional Enrollment Period," and to provide each member an opportunity to provide input.

3. In attendance at the meeting of the Board of Education negotiations team and the Education Association were the following persons:

Name	Position	School District or Association
Dr. Zach Kassebaum	Superintendent	School District
Matt Flynn	Teacher	AGEA

3. a) AGEA members communicating via email in regard to March 18<sup>th</sup>, 2013 email from Leisa Rogers.

Name	Position	School District or Association
Matt Flynn	Teacher	AGEA
Laurie Duff	Teacher	AGEA
Leisa Rogers	Teacher	AGEA
Rita Smits	Teacher	AGEA

4. At such meeting and through follow up communication, the Superintendent of Schools and the Associations Lead Negotiator discussed the opportunity to participate in the EHA "Optional Open Enrollment" period for the 2013-2014 school and contract year and the ramifications of such open enrollment period to the total compensation package and compensation and benefit structure for the 2013-2014 contract and school year, and including not limited to the employer's contribution to retirement plans, health insurance premiums, or cash equivalent payments and any other costs, including Federal Insurance Contribution Act contributions. Leisa Rogers communicated the same message and options through email to all AGEA members.

5. At the conclusion of the meetings the Board of Education and Association (check applicable box):

Jointly agreed to participate in the Optional Open Enrollment Period for the 2013-2014 contract and school year;

Jointly agreed NOT to participate in the Optional Open Enrollment Period for the 2013-2014 contract and school year;

Board of Education did NOT agree to participate in the Optional Open Enrollment Period for the 2013-2014 contract and school year; or,

Association did NOT agree to participate in the Optional Open Enrollment period for the 2013-2014 contract and school year, however, the Board of Education determined to participate in the Optional Open Enrollment Period for the 2013-2014 contract and school year.

Dated this 15<sup>TH</sup> day of APRIL, 2013

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
AFFIANT

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

**EDUCATIONAL SERVICE UNIT NO. 2**  
**2013-2014 SPECIAL EDUCATION SERVICES CONTRACT**

Agreement made 4/16/13 between School District No. 78-0001, Ashland-Greenwood, in the County of Saunders, State of Nebraska, hereinafter referred to as the District and Educational Service Unit No. 2 at Fremont, Nebraska, hereinafter referred to as the Servicing Agency.

1. The Servicing Agency agrees that it will furnish to the District the following services that meet the requirement of the State Department of Education as follows:

<b><u>PROGRAMS *</u></b>	<b>FTE</b>	<b>COSTS</b>
School Psychologist	<u>0.00</u>	<u>\$0</u>
Speech-Language Pathologist	<u>0.60</u>	<u>\$47,453</u>
Occupational Therapy	<u>0.00</u>	<u>\$0</u>
<b><u>ADMINISTRATIVE SERVICES</u></b>		
Administration Services		<u>\$16,500</u>
Supervision (8% of Total ESU 2 SpEd Program Costs)		<u>\$3,796</u>

<b>TOTAL 2013-14 CONTRACTED PROGRAM COSTS</b>	<b><u>\$67,749</u></b>
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\*Billing for Speech and Occupational Therapy programs and administrative services will be divided into ages 0-2, ages 3-5, and school age costs at the first billing, September 2013.

**PLEASE SIGN AND RETURN BOTH COPIES TO ESU #2**

**by Tuesday, May 14, 2013.**



## Ashland-Greenwood Public Schools

### Elementary Intrusion, Card Access and Video Systems

*Prepared For:*

Supt. Kassebaum  
Ashland-Greenwood Public Schools  
Principal

*Prepared By:*

Ron Hurt  
**Security Equipment Inc.**  
Sales Consultant  
Email: rhurt@sei-security.com





## Elementary Intrusion, Card Access and Video Systems

**Ashland-Greenwood Public Schools**

Site: 1200 Boyd St, Ashland, NE, 68003

Contact: Supt. Kassebaum, 402-944-7083, zach.kassebaum@agps.org,

### Scope Of Work

**Security Equipment inc. (SEi)** proposes the installation of the below listed equipment including Intrusion protection Card Access control and the modernization of the Video Storage Server to include the future option of adding IP Cameras. This system includes intrusion and fire alarm monitoring from our UL Listed Monitoring Center located in Omaha, NE. This system also includes a connection to SEi's Hosted Access Control Server located inside our UL Listed Monitoring Center. This solution eliminates the need for multiple software's to view, track and generate reports on the intrusion and card access control system. This solution can be replicated at multiple of locations creating a single interface for tracking, reporting, and managing your security systems. This proposal includes a monthly service fee for the software hosting, maintenance, upgrades, and 24 hour back up programming abilities through our Remote Account Management team

### UL Listed Combination Security/Access Control System

- SEi to install card readers and electronic locks on the Front Door, Kitchen Hall Door, and East Hall Door
- SEi to tie in all existing alarm devices
- SEi to install door contacts on all exterior doors
- All wire, hardware and professional installation labor included.

### Hybrid Video Server

- ExacqVision A-Series 2U Hybrid Server Reliable 2TB Hard drive included
- Professional Grade Hybrid Systems
- Includes up to 64 IP cameras per server and
- 32 analog inputs with 8 IP channels on board

### SEi Platinum Maintenance

SEi Platinum maintenance protection Monday-Friday, 8:00am-5:00pm (excluding SEi holidays), any loaner equipment if needed, replacement equipment is covered by this agreement. On-site maintenance service does not include electrical work external to the equipment, repair or damage or replacement of parts resulting from failure of electrical power or air conditioning, catastrophe or other "acts of God" such as lightning, accident, neglect, misuse of equipment, unauthorized modifications or repair of the equipment by the customer or his agent, services requested outside of the hours and days listed above, relocation, or re installation of equipment.

\*Note: Customer to own all equipment included in this agreement at the end of the initial term.



### Schedule of Protection

#### Schedule of Protection for: Access Control / Intrusion

QTY	Description
1	Combination Security-Access Control Panel
1	Web Client License
1	Electronic Lock Power Supply
1	Alphanumeric Touchpad with Red Backlighting in alarm condition
1	4 Door Card Reader Licensing
3	Card Reader Interface Module
4	Proximity Card Readers
1	Interface Expansion Card
1	Databus Interface Module
6	Single Point Zone Expander
3	Back up Batteries
16	Recessed Door Postion Switches
20	Wiremolding
100	CAT6 PLenum Cabling
900	18/4 PLenum Data Loop Cabling
400	22/6 Plenum Card Reader Cabling
300	18/2 PLenum Door Lock Cabling

#### Schedule of Protection for: Intercom

QTY	Description
1	3 Station Intercom Master
1	Intercom system Power supply
2	Door Entry Intercom Station2
200	18/4 PLN NON SHIELD

#### Schedule of Protection for: Locks

QTY	Description
1	New Lockset to work with a strike
1	24VDC Strike
4	Electronic Maglocks
2	Electronic Door Strikes
1	Request to Exit Door Release Button
2	Request to Exit Motion Detectors
2	Door Relays for Handicap Exit
1	SHUNT SWITCH off/on system control

#### Schedule of Protection for: Video System

QTY	Description
1	2 TB NVR Server with Hybrid capabilities
1	Color Dome Camera Indoor Dome
25	RG59+18/2 SIAMESE PLN

### Financial Summary

Total Installation: \$15,149

Monthly Services: \$180

\* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



## Commercial Installation and Service Agreement

THIS AGREEMENT is made May 06, 2013, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEI") and Ashland-Greenwood Public Schools. Location of Customer's premises 1200 Boyd St, Ashland, NE, 68003.

Subject to the terms and conditions hereinafter set forth, SEI agrees to lease, provide installation services and provide (Hosted Access Control, Commercial Access Maintenance, Commercial Electronic Lock Maintenance, Commercial CCTV Maintenance, Commercial Fire Monitoring, Commercial Intrusion Monitoring) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

**Note:**

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability, (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc., (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility, (4) if the System is owned by SEI, Customer shall, at its sole cost, promptly and without demand return the System to SEI at the expiration or termination of this Agreement, (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services checked above for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision, and (6) Customer shall notify SEI of all ordinances or local policies of Proper Authorities that may affect SEI's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations.

**Installation Charges:**

Customer Agrees to Pay SEI the sum of: \$15,149 plus tax, if applicable.  
Deposit due upon signing this agreement will be 50% non-refundable  
If necessary, remaining balance will be due upon substantial completion of installation.

**Recurring Charges:**

Customer agrees to pay SEI the sum of \$180 plus tax, if applicable, per month for the lease or purchase of the system (Hosted Access Control, Commercial Access Maintenance, Commercial Electronic Lock Maintenance, Commercial CCTV Maintenance, Commercial Fire Monitoring, Commercial Intrusion Monitoring) included in this proposal, prepaid semi-annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

**SEi Platinum Protection:**

SEi Platinum Protection package is an additional \$\_\_\_\_\_ per month (No tax included)

**SEI**

Submitted By: Ron Hurt

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

**Ashland-Greenwood Public Schools**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Supt. Kassebaum

Title: Principal

Email: \_\_\_\_\_



## Terms & Conditions

1. **Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
2. **Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
3. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges.
4. **Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
5. **Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs as allowed by law.
6. **Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
7. **Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out the access control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively signals SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
8. **Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date.
9. **Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
10. **SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the telephone company or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
11. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
12. **Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any state or Federal statute or regulation, or (ii) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the Installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
13. **Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependant upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.
  - a. **Transmission of Data.** Customer understands and acknowledges that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the communications equipment or service is interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), or the loss of a telephone line or dial tone (either because the line is cut or otherwise), there will be no indication of such interruption at the monitoring facility unless Customer elects to use an available form of technology designed to detect and report such an interruption at additional cost. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form-of communication service or equipment as part of the System at additional cost.
  - b. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") telephoning the governmental agencies or the telephone number supplied by Customer in writing ("Proper Authorities") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or video transmission is received from the Premises. No monitoring service shall be rendered for signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. If "multiple zone delayed dispatch service" is checked above, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. If "no repeat dispatch service" is checked above, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the

Initials: \_\_\_\_\_



Premises. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video transmission and pr-lor to telephoning Proper Authorities, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers or electronic mail addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to Proper Authorities, and (b) upon receipt of an abort code or oral advice to disregard the receipt of the Listed Code or video transmission, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting Proper Authorities or advise Proper Authorities of receipt of an abort code or oral advice to disregard the receipt of the Listed Code or video transmission. SEI's efforts to notify Proper Authorities shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications.

- c. **SEI as Agent; Revocation; Ratification; Retroactive Date.** Customer hereby appoints SEI as its agent to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connection with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer, shall have been actually received by SEI. No such notice shall affect anything done by (a) SEI in reliance hereon or pursuant hereto or (b) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of; (c) the monitoring facility pursuant to the request of SEI; and (d) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.
  - d. **SEI E-Link.** If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI's E-Link to access, input, delete and modify information through the internet. Except for Customer's (a) failure to keep confidential all information, passwords, etc., (b) use of the license or the information in any manner that negatively affects SEI, (c) use of the license or the information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Customer shall be solely and absolutely responsible for the information which it inputs, deletes or modifies. Customer agrees that upon termination of this Agreement or termination or suspension of the license by SEI, SEI may immediately, and without notice, disable Customer's access to the internet site and cancel all passwords or other access codes.
  - e. **Mail Notice.** In the event Customer elects to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, Customer acknowledges, understands and agrees that any such notice is conditioned on (a) receipt of the data at SEI's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.
  - f. **Video Systems.** If the System transmits video, Customer shall (1) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (2) inform all persons on the Premises that they may be monitored by video; (3) not use or permit the use of video installed where any person may have a reasonable expectation of privacy; (4) use the video System for security surveillance and management services only; (5) not use the video System for any criminal, illegal, or otherwise unlawful activity; and (6) obtain and keep in effect all permits or licenses required for the installation and operation of the video System.
  - g. **Suspension of Service.** Customer agrees that (1) SEI's obligations hereunder are waived automatically without notice, and (2) SEI is released for all loss, damage and expense in case the monitoring facility, communications equipment, network or services, or the transmission system are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability.
  - h. **NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  - i. **U.L. Certified Systems.** In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.
  - j. **Right to Subcontract.** SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI.
  - k. **Consent to Intercept, Record, Disclose and Use Contents of Communications.** Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to SEI intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.
  - l. **In the Event the System is Activated.** For any reason whatsoever, the Customer shall (a) pay without recourse, or (b) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or governmental agency.
14. **Customer's Responsibility to Verify System Function.** It is the Customer's sole responsibility to:
- (a) **Confirmation of Equipment Compatibility.** Confirm that the communications equipment, technology and services used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider);
  - (b) **Testing of Equipment.** Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility;
  - (c) **Acknowledgement of Potential Obsolescence.** Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service;
  - (d) **No Waiver of Breach.** SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.
  - (e) **Duties of Parties When Equipment Required By Third Parties.** Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges.
  - (f) **Key Service.** If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

Initials: \_\_\_\_\_



15. **DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY.** CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN SUBROGATION, LAW, OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, SPECIAL, OR PUNITIVE, CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.
- (A) RELEASE OF INSURED LOSSES.** CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE. **(B) WAIVER OF SUBROGATION.** AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES. **(C) INDEMNIFICATION.** CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM, AND (2) TO PROTECT, INDEMNIFY, DEFEND (UPON THE REQUEST OF SEI OR REPRESENTATIVES) AND HOLD HARMLESS SEI AND REPRESENTATIVES FROM AND AGAINST AND PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES INCLUDING, WITHOUT LIMITATION OR EXAMPLE, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES BY OR DUE TO ANY PERSON NOT A PARTY TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION OR EXAMPLE, CUSTOMER'S INSURANCE, SEI OR CUSTOMER'S EMPLOYEES OR THE PERSONAL REPRESENTATIVE OF ANY EMPLOYEE (NOTWITHSTANDING ANY PROTECTIONS OTHERWISE AFFORDED CUSTOMER UNDER ANY WORKER'S COMPENSATION ACT, LAW OR REGULATION), FOR ANY EXPENSE, LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, REAL OR PERSONAL, ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF BREACH OF THIS AGREEMENT, RECORDING OF COMMUNICATIONS, VIDEO SURVEILLANCE/RECORDING, ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF SEI OR REPRESENTATIVES, PRODUCT OR STRICT LIABILITY, OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY. (NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF THE SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO THE SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.).
16. **Inspection; Maintenance; Takeover Systems.**
- Inspection of System and Services.** Inspection service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed annually on or about the anniversary date of this Agreement or otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such service.
  - Periodic Maintenance.** Maintenance consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this Agreement or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, pursuant to the terms hereof. All other service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.
  - Service on Leased Systems.** If the System is leased and covered by maintenance services, upon receipt of notice from Customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only. All other service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.
  - Limitation of Service Warranty.** SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.
  - Service of Systems Exclusive to SEI.** It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.
  - SEI Service to Existing Systems.** If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.
  - Remote Programming Services.** Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.
17. **Applicable Law, Choice of Forum.**
- (A) Contractual Limitation of Actions.** All claims, actions or proceedings, legal or equitable, against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. **(B) Jurisdiction, Venue and Waiver of Jury Trial.** Each party hereby irrevocably agrees that all disputes under this Agreement shall be litigated exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such suit and waives any objection that it may have to jurisdiction or venue of any such suit. **(C) Assignability of Agreement.** This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion. **(D) Credit Investigation Report.** Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.
18. **LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)**
- (A) LIMITED WARRANTY OF MATERIAL.** SEI HEREBY WARRANTS TO CUSTOMER ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. THIS WARRANTY IS NOT ASSIGNABLE. **(B) DISCOVERY OF DEFECT.** IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED. **(C) LIMITED EXPRESS WARRANTIES.** EXCEPT AS SET FORTH IN

Initials: \_\_\_\_\_



PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

- 19. **Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement (A) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying on any inducement in signing this agreement which is not expressed in this Agreement.(B) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.
- 20. **Prior Agreements with Others.** Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives from and against and pay for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, attorneys' fees and court costs arising out of or from, Customer's breach of this representation and warranty as allowed by law.
- 21. **Environmental Considerations.** Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Customer", or (ii) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ THE FRONT AND REVERSE SIDE OF ALL PAGES BEFORE SIGNING. IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date of execution unless otherwise agreed to in writing

Initials: \_\_\_\_\_



## Ashland-Greenwood Public Schools

### High School-Middle School Intrusion, Card Access and Video Systems

*Prepared For:*

Supt. Kassebaum  
Ashland-Greenwood Public Schools  
Principal

*Prepared By:*

Ron Hurt  
**Security Equipment Inc.**  
Sales Consultant  
Email: [rhurt@sei-security.com](mailto:rhurt@sei-security.com)





## High School-Middle School Intrusion, Card Access and Video Systems

### Ashland-Greenwood Public Schools

Site: 1842 Furnas Street, Ashland, NE, 68003

Contact: Supt. Kassebaum, 402-944-7083, zach.kassebaum@agps.org.

### Scope Of Work

**Security Equipment inc. (SEI)** proposes the installation of the below listed equipment including Intrusion protection, Card Access control and the modernization of the Video Storage SErver to include the future option of adding IP Cameras. This system includes intrusion and fire alarm monitoring from our UL Listed Monitoring Center located in Omaha, NE. This system also includes a connection to SEI's Hosted Access Control Server located inside our UL Listed Monitoring Center. This solution eliminates the need for multiple software's to view, track and generate reports on the intrusion and card access control system. This solution can be replicated at multiple of locations creating a single interface for tracking, reporting, and managing your security systems. This proposal includes a monthly service fee for the software hosting, maintenance, upgrades, and 24 hour back up programming abilities through our Remote Account Management team

#### UL Listed Combination Security/Access Control System

- SEi to install card readers and electronic locks on the Front Door, North East Door and Middle School Door
- SEi to tie in all existing alarm devices
- SEi to install door contacts on all exterior doors and overhead doors
- All wire, hardware and professional installation labor included.

#### Hybrid Video Server

- ExacqVision A-Series 2U Hybrid ServerReliable 4TB Hard drive included
- Professional Grade Hybrid Systems
- Includes up to 64 IP cameras per server and 64 analog inputs with 8 IP channels

#### SEi Platinum Maintenance

SEi Platinum maintenance protection Monday-Friday, 8:00am-5:00pm (excluding SEi holidays), any loaner equipment if needed, replacement equipment is covered by this agreement. On-site maintenance service does not include electrical work external to the equipment, repair or damage or replacement of parts resulting from failure of electrical power or air conditioning, catastrophe or other "acts of God" such as lightning, accident, neglect, misuse of equipment, unauthorized modifications or repair of the equipment by the customer or his agent, services requested outside of the hours and days listed above, relocation, or re installation of equipment.

\*Note: Customer to own all equipment included in this agreement at the end of the initial term.



## Schedule of Protection

### Schedule of Protection for: Access Control / Intrusion System

QTY	Description
1	Combination Security - Access Control Panel
1	Alphanumeric Touchpad with Red Backlighting in Alarm Condition
1	Web Client Licensing
1	4 Door Card Reader Licensing
2	Card Reader Interface Module
3	Proximity Card Readers
1	Data Bus Splitter/Repeater
2	Remote Enclosures
20	Single Point Zone Expander
1	16.5 VAC 40 VA Wire-in Transformer
1	Control Panel back up battery
2	Electronic Lock Power Supplies
2	Lock Power Transformer
25	Recessed Door Position Switches
150	Proximity Cards
300	22/6 Plenum Card Reader Cabling
300	18/2 PLenum Door Lock Cabling

### Schedule of Protection for: Locks

QTY	Description
2	Surface Mounted Electronic Locking Devices
1	Auxiliary Power Supply
1	Recessed Electronic Door Lock
4	Lock Power back up batteries
1,700	18/4 Plenum Data Loop Cabling

### Schedule of Protection for: Video System

QTY	Description
1	4 TB NVR with Hybrid capabilities

## Financial Summary

Total Installation: \$15,743

Monthly Services: \$220

\* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



### Commercial Installation and Service Agreement

THIS AGREEMENT is made May 06, 2013, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEI") and Ashland-Greenwood Public Schools. Location of Customer's premises 1842 Furnas Street, Ashland, NE, 68003.

Subject to the terms and conditions hereinafter set forth, SEI agrees to lease, provide installation services and provide (Hosted Access Control, Commercial Electronic Lock Maintenance, Commercial Access Maintenance, Commercial CCTV Maintenance, Commercial Fire Monitoring, Commercial Intrusion Monitoring, Commercial Temperature Monitoring) of the equipment specified on "Schedule of Protection", which is incorporated herein by reference.

**Note:**

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability, (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc., (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility, (4) if the System is owned by SEI, Customer shall, at its sole cost, promptly and without demand return the System to SEI at the expiration or termination of this Agreement, (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services checked above for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision, and (6) Customer shall notify SEI of all ordinances or local policies of Proper Authorities that may affect SEI's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations.

**Installation Charges:**

Customer Agrees to Pay SEI the sum of: \$15,743 plus tax, if applicable.  
Deposit due upon signing this agreement will be 50% non-refundable  
If necessary, remaining balance will be due upon substantial completion of installation.

**Recurring Charges:**

Customer agrees to pay SEI the sum of \$220 plus tax, if applicable, per month for the lease or purchase of the system (Hosted Access Control, Commercial Electronic Lock Maintenance, Commercial Access Maintenance, Commercial CCTV Maintenance, Commercial Fire Monitoring, Commercial Intrusion Monitoring, Commercial Temperature Monitoring) included in this proposal, prepaid semi-annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

**SEI Platinum Protection:**

SEI Platinum Protection package is an additional \$\_\_\_\_\_ per month (No tax included)

**SEI**

**Ashland-Greenwood Public Schools**

Submitted By: Ron Hurt

Signature: \_\_\_\_\_

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Supt. Kassebaum

Title: Principal

Email: \_\_\_\_\_



## Terms & Conditions

1. **Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty.
2. **Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
3. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges.
4. **Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
5. **Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent (100%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs as allowed by law.
6. **Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
7. **Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out the access control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively signals SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
8. **Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date.
9. **Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
10. **SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the telephone company or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
11. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
12. **Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any state or Federal statute or regulation, or (ii) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
13. **Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependant upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.
  - a. **Transmission of Data.** Customer understands and acknowledges that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the communications equipment or service is interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), or the loss of a telephone line or dial tone (either because the line is cut or otherwise), there will be no indication of such interruption at the monitoring facility unless Customer elects to use an available form of technology designed to detect and report such an interruption at additional cost. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost.
  - b. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") telephoning the governmental agencies or the telephone number supplied by Customer in writing ("Proper Authorities") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or video transmission is received from the Premises. No monitoring service shall be rendered for signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. If "multiple zone delayed dispatch service" is checked above, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. If "no repeat dispatch service" is checked above, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the

Initials: \_\_\_\_\_



Premises. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video transmission and prior to telephoning Proper Authorities, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers or electronic mail addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to Proper Authorities, and (b) upon receipt of an abort code or oral advice to disregard the receipt of the Listed Code or video transmission, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting Proper Authorities or advise Proper Authorities of receipt of an abort code or oral advice to disregard the receipt of the Listed Code or video transmission. SEI's efforts to notify Proper Authorities shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications.

- c. **SEI as Agent; Revocation; Ratification; Retroactive Date.** Customer hereby appoints SEI as its agent to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connection with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer, shall have been actually received by SEI. No such notice shall affect anything done by (a) SEI in reliance hereon or pursuant hereto or (b) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of; (c) the monitoring facility pursuant to the request of SEI; and (d) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.
- d. **SEI E-Link.** If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI's E-Link to access, input, delete and modify Information through the internet. Except for Customer's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects SEI, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Customer shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. Customer agrees that upon termination of this Agreement or termination or suspension of the license by SEI, SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.
- e. **Mail Notice.** In the event Customer elects to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, Customer acknowledges, understands and agrees that any such notice is conditioned on (a) receipt of the data at SEI's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.
- f. **Video Systems.** If the System transmits video, Customer shall (1) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (2) inform all persons on the Premises that they may be monitored by video; (3) not use or permit the use of video installed where any person may have a reasonable expectation of privacy; (4) use the video System for security surveillance and management services only; (5) not use the video System for any criminal, illegal, or otherwise unlawful activity; and (6) obtain and keep in effect all permits or licenses required for the installation and operation of the video System.
- g. **Suspension of Service.** Customer agrees that (1) SEI's obligations hereunder are waived automatically without notice, and 2) SEI is released for all loss, damage and expense in case the monitoring facility, communications equipment, network or services, or the transmission system are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability.
- h. **NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- i. **U.L. Certified Systems.** In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.
- j. **Right to Subcontract.** SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI.
- k. **Consent to Intercept, Record, Disclose and Use Contents of Communications.** Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to SEI intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.
- l. **In the Event the System is activated.** For any reason whatsoever, the Customer shall (a) pay without recourse, or (b) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or governmental agency.

14. **Customer's Responsibility to Verify System Function.** It is the Customer's sole responsibility to;

(a) **Confirmation of Equipment Compatibility.** Confirm that the communications equipment, technology and services used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider); (b) **Testing of Equipment.** Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility. (c) **Acknowledgement of Potential Obsolescence.** Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service; (d) **No Waiver of Breach.** SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein. (e) **Duties of Parties When Equipment Required By Third Parties.** Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges. (f) **Key Service.** If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

Initials: \_\_\_\_\_



15. **DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY.** CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN SUBROGATION, LAW, OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, SPECIAL, OR PUNITIVE, CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.
- (A)RELEASE OF INSURED LOSSES.** CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.**(B)WAIVER OF SUBROGATION.** AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.**(C)INDEMNIFICATION.** CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM, AND (2) TO PROTECT, INDEMNIFY, DEFEND (UPON THE REQUEST OF SEI OR REPRESENTATIVES) AND HOLD HARMLESS SEI AND REPRESENTATIVES FROM AND AGAINST AND PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES INCLUDING, WITHOUT LIMITATION OR EXAMPLE, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES BY OR DUE TO ANY PERSON NOT A PARTY TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION OR EXAMPLE, CUSTOMER'S INSURANCE, SEI OR CUSTOMER'S EMPLOYEES OR THE PERSONAL REPRESENTATIVE OF ANY EMPLOYEE (NOTWITHSTANDING ANY PROTECTIONS OTHERWISE AFFORDED CUSTOMER UNDER ANY WORKER'S COMPENSATION ACT, LAW OR REGULATION), FOR ANY EXPENSE, LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, REAL OR PERSONAL, ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF BREACH OF THIS AGREEMENT, RECORDING OF COMMUNICATIONS, VIDEO SURVEILLANCE/RECORDING, ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF SEI OR REPRESENTATIVES, PRODUCT OR STRICT LIABILITY, OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY. (NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF THE SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO THE SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.).
16. **Inspection: Maintenance: Takeover Systems.**
- Inspection of System and Services.** Inspection service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed annually on or about the anniversary date of this Agreement or otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such service.
  - Periodic Maintenance.** Maintenance consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this Agreement or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, pursuant to the terms hereof. All other service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.
  - Service on Leased Systems.** If the System is leased and covered by maintenance services, upon receipt of notice from Customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only. All other service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.
  - Limitation of Service Warranty.** SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.
  - Service of Systems Exclusive to SEI.** It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.
  - SEI Service to Existing Systems.** If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.
  - Remote Programming Services .**Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.
17. **Applicable Law, Choice of Forum.**
- (A)Contractual Limitation of Actions.** All claims, actions or proceedings, legal or equitable, against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. **(B)Jurisdiction, Venue and Waiver of Jury Trial.** Each party hereby irrevocably agrees that all disputes under this Agreement shall be litigated exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such suit and waives any objection that it may have to jurisdiction or venue of any such suit. **(C)Assignability of Agreement.** This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion. **(D) Credit Investigation Report.** Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.
18. **LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)**
- (A)LIMITED WARRANTY OF MATERIAL.** SEI HEREBY WARRANTS TO CUSTOMER ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. THIS WARRANTY IS NOT ASSIGNABLE. **(B)DISCOVERY OF DEFECT.** IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED. **(C)LIMITED EXPRESS WARRANTIES.** EXCEPT AS SET FORTH IN

Initials: \_\_\_\_\_



PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

- 19. **Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (A) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying on any inducement in signing this agreement which is not expressed in this Agreement. (B) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.
- 20. **Prior Agreements with Others.** Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives from and against and pay for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, attorneys' fees and court costs arising out of or from, Customer's breach of this representation and warranty as allowed by law.
- 21. **Environmental Considerations.** Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Customer", or (ii) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ THE FRONT AND REVERSE SIDE OF ALL PAGES BEFORE SIGNING. IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date of execution unless otherwise agreed to in writing

Initials: \_\_\_\_\_

## Board Policy 6153.1

### Students

### Field Trips

### Long Distance and Over Night Travel

The Board recognizes that valuable experiences can be gained by participating in field trips and that on occasion it may be necessary to travel some distance or stay over night on these trips. The Board of Education shall, however, approve all school sponsored student travel which will cause the student to travel more than 200 miles from Ashland or which will result in an over night stay. Board approval should be requested prior to any plans being made, fund raising (if necessary) taking place, or discussions with students being held.

In considering overnight or long distance travel the board shall first consider the necessity of the trip. The board may approve the travel when:

- a) The travel is a result of district or state competition for an approved student activity; or
- b) The opportunities to participate are extraordinary and the same opportunities do not exist within a proximity to Ashland that would not require overnight or long distance travel.

The board shall make a determination on the necessity of overnight travel. The district shall minimize the amount of travel done by student groups to reduce the amount of fundraising required by organizations, to minimize the loss of school time and to reduce the district's liability for students when they are under the district's care and custody over night. The Board may, however, permit over night or long distance travel and will consider the following issues:

- a. The event is more than a one day event and as a result, to save travel costs, save time spent in travel or in order to participate in the entire event it is necessary to stay overnight;
- b. The types of activities that may be taking place before or after the main event for which the group is traveling are valuable enough to warrant lengthening the stay;
- c. The departure time for the event would be prior to 6:00 AM or the arrival home is anticipated to be after 12:00 Midnight;
- d. The arrival home will not unreasonably impact a Sunday, holiday or other family time; and/or
- e. The travel will be taken during a period of time when traveling conditions can deteriorate due to poor weather.

The Superintendent or his/her designee may approve an overnight stay if prior permission of the board cannot be reasonably obtained or due to an emergency situation such as vehicle breakdown, poor travel conditions, postponement of activities or other reasons of an emergency nature or beyond the control of the district or its staff.

Final details and plans shall be approved by the Superintendent of Schools prior to departure of any groups. The Superintendent shall implement regulations for long distance and over night trips.

Approved: July 16, 1990

Revised: April 4, 2005



## High School Football Overnight Team Camp Request -- Board Policy 6153.1

The Bluejay Football Team would like to request the approval of attending the Hastings College Football Team Camp in Hastings, Nebraska. The camp will be held on June 9<sup>th</sup> through the 11<sup>th</sup> (Sunday through Tuesday).

The team (consisting of 35-40 players) and coaches (4-5 total) will be able to stay in the Hastings College dorms on the nights of June 9<sup>th</sup> and 10<sup>th</sup>. We will also have the opportunity to eat at the College's Cafeteria once we have checked into the camp through the time we leave.

Using Mapquest, the distance to Hastings is 132 miles one way (264 round trip). This would take just over 2 hours to get there (without any stops) and also would take the same on the way back.

We would leave AGHS between 7-7:30 a.m. on Sunday and arrive in Hastings around 11 a.m. This will allow us to stop along the way for an early lunch if needed. On Tuesday we will leave Hastings around 5 p.m. and return to AGHS around 8:30 pm. This will allow us to stop along the way back for supper if needed. Itinerary attached.

### Bus Driver:

Steve Herman has agreed to drive the bus. He knows that the school is not paying him to drive and will not clock in and out. We, the football team, will settle up with Steve on our own. Steve also plans to stay with us while we are there so the bus will stay in Hastings. We have already requested a bus, and an expedition (to help with bags and equipment), from Eric Beranek and have been placed on the schedule for them.

Please let me know of anything else that I need to do on my part in order to have the players attend this camp. Thanks.

Ryan Thompson

Board Policy 6153.1 on Next Page

**Hastings College Football Camp Itinerary**  
**11 Man Team Camp – June 9<sup>th</sup> – June 11<sup>th</sup>**

**Sunday June 9<sup>th</sup>**

11:30 – 1:30 – Dorm Check-In

2:00 – Head Coaches Meeting \_ RM 142 Arena

2:00 – Commuters Check In –

2:45 – Introductions and Stretch – Practice Fields

**\*\* *Each team decides what gear they want to be in\*\****

3:00 to 4:00 – Team Practice – Designated Areas

5:15 – Dinner A

5:45 – Dinner B

7:00 – Team Stretch (Practice Areas) *Gear = Full*

7:20 – Defensive Individual w/HC Coaches

8:00 – Team Practice - Designated Areas (JV Games)

8:30 – Wrap Up

9:00-10:15 – Free Time/Pizza Delivered

10:15 – In Room

10:30 – Bed Check/Lights Out

**Monday June 10<sup>th</sup>**

6:55 – Wake-up

7:15 – Breakfast A

7:45 – Breakfast B

7:45 – Head Coaches' Meeting (Union Lobby)

8:30 – Team Stretch (Practice Areas) *Gear = Full*

8:50 – Offensive Individual w/ HC Coaches

9:30 to 10:00 - Team Practice - Designated Areas (JV Games)

10:10 – Scrimmage #1 (Quick Whistle, get the flow)

10:40 – Team Practice (JV Games)

11:00 – Wrap Up

12:00 – Lunch A

12:30 – Lunch B

2:00 – Team Stretch (Practice Areas) *Gear = Shells*

2:20 – 7-on-7 Skelly Session / DL Technique

3:00 to 3:30 – Team Practice - Designated Areas

**3:40 – 7-on7 Skelly Session (Situational)  
1 on 1 (OL, DL)**  
**4:10 – Wrap Up**  
**5:15 – Dinner A**  
**5:45 – Dinner B**  
**7:00 – Team Stretch (Practice Areas) *Gear = Full***  
**7:20 – Report to scrimmage area**  
**7:20 – 7:50 – Scrimmage #2**  
**8:00 – 8:30 – Scrimmage #3**  
**8:30 – Wrap Up**  
**9:00-10:15 – Free Time/Pizza Delivered**  
**10:15 – In Room**  
**10:30 – Bed Check/Lights Out**

**Tuesday June 11<sup>th</sup>**

**6:55 – Wake-up**  
**7:15 – Breakfast A**  
**7:45 – Breakfast B**  
**7:45 – Head Coaches Meeting (Union Lobby)**  
**8:30 – Team Stretch (Practice Areas) *Gear = Shells/Full***  
**8:50 – 7-on-7 Skelly Session / OL Technique**  
**9:30 to 10:00 – Team Practice – Designated Areas (JV Games)**  
**10:10 – Scrimmage #4**  
**10:40 – Wrap Up**  
**11:45 – Lunch A**  
**12:15 – Lunch B**  
**1:30 – Team Stretch (Practice Areas) *Gear = Full***  
**1:50 – Scrimmage #5**  
**2:30 – Scrimmage #6**  
**3:10 – Awards**  
**3:40 – Dorm Check-Out/Sack Lunches**  
**4:30 – Rain out practice, if necessary**

## High School Football Overnight Team Camp Request -- Board Policy 6153.1

The Bluejay Football Team would like to request the approval of attending the Central Nebraska Trench Camp in Grand Island, Nebraska and Grand Island High School. The camp will be held on June 27<sup>th</sup> through the 28<sup>th</sup> (Thursday through Friday).

The team (consisting of 10-14 players) and coaches (2 total) have made arrangements to stay in the Grand Island Howard Johnson Hotel at our own cost on the night of June 27<sup>th</sup>. We will also make arrangements to eat on our own throughout the camp.

Using Mapquest, the distance to Grand Island is 119 miles one way (238 round trip). This would take just over 2 hours to get there (without any stops) and also would take the same on the way back.

We would leave AGHS between 12:30-1 p.m. on Thursday and arrive in Grand Island around 3:30 p.m. On Friday we will leave Hastings around 1 p.m. and return to AGHS around 4 pm. This will allow us to stop along the way back for lunch if needed. Itinerary attached.

### Transportation:

We have already requested an expedition from Eric Beranek and have been placed on the schedule for it. If we need more room we plan to use one of our personal vehicles driven by a coach.

Please let me know of anything else that I need to do on my part in order to have the players attend this camp. Thanks.

Ryan Thompson

Board Policy 6153.1 on Next Page

**Central Nebraska Trench Camp Itinerary**  
**Linemen Camp – June 27<sup>th</sup> – June 28<sup>th</sup>**

**Thursday June 27<sup>th</sup>**

**Session 1: 4 – 5:30 pm**

**Session 2: 6:30 – 8 pm**

**Friday June 28<sup>th</sup>**

**Session 1: 8:30 – 10 am**

**Session 2: 11 am – 12:30 pm**

**Session Emphasis On:**

**OL Stance and Start**

**Power, Drive, Down, Zone, Reach Steps**

**Pull Technique**

**Pass Pro Footwork**

**Drive Block Protection**

**Combo Blocks**

**Striking Skills**

**Competitive Drills**

**DL Stance and Start**

**Hand Strike and Placement**

**Block Protection vs.**

**Base, Reach, Down, Double Team Blocks**

**Pass Rush Progression**

**Competitive Drills**

Esteemed Members of the Board of Education,

I would like to request permission for overnight travel to the University of Nebraska-Kearney for a wrestling team camp. This will be our third summer attending the camp and over the past two years the wrestlers have both learned a great deal and had a terrific time. This is a great opportunity for our student-athletes to improve their skills and participate in team building activities. Thank you for your time.

Yours truly,  
Dan Beranek  
Head Wrestling Coach  
Ashland-Greenwood Public Schools

## High School Basketball Overnight Team Camp Request -- Board Policy 6153.1

The Bluejay Basketball Team would like to request the approval of attending the Concordia University Team Camp in Seward, NE. The camp will be held on June 14<sup>th</sup> & 15<sup>th</sup> (Friday & Saturday).

The 2 teams (consisting of 15-18 players total) and coach will be staying in the dorms on the campus of Concordia University the night of the 14<sup>th</sup>. We will also make arrangements to eat on our own throughout the camp.

Using Mapquest, the distance to Seward is 53 miles one way (106 round trip). This would take under an hour to get there (without any stops) and also would take the same on the way back.

We would leave AGHS between 10:00-11:00 am on Friday and be leaving camp by 6:00 on Saturday evening.

### Transportation:

We have requested a bus from Eric Beranek and are aware that we are responsible to pay the bus driver for his/her time. The bus will drop us off in Seward around 11:00-12:00 on Friday and pick us up Saturday evening following our final game. Currently, we do not have a schedule of our games.

Please let me know of anything else that I need to do on my part in order to have the players attend this camp. Thanks.

Jacob Mohs

## High School Volleyball Overnight Team Camp Request -- Board Policy 6153.1

The Bluejay Volleyball Team would like to request the approval of attending the Peru State College Volleyball Camp in Peru, Nebraska. The camp will be held on July 28-30<sup>th</sup> (Sunday through Tuesday).

The team (consisting of 15-20 players) and coaches (3 total) will be able to stay in the Peru State College dorms on the nights of July 28<sup>th</sup> and July 29<sup>th</sup>. We will also have the opportunity to eat at the College's Cafeteria once we have checked into the camp through the time we leave.

We are requesting the use of the schools expedition(s) that the coaches will be driving for this trip. We do not have a camp itinerary at this time.

Please let me know of anything else that I need to do on my part in order to have the players attend this camp. Thanks.

Kendra Craven

Board Policy 6153.1 on Next Page  
Students

Field Trips

Long Distance and Over Night Travel

The Board recognizes that valuable experiences can be gained by participating in field trips and that on occasion it may be necessary to travel some distance or stay over night on these trips. The Board of Education shall, however, approve all school sponsored student travel which will cause the student to travel more than 200 miles from Ashland or which will result in an over night stay. Board approval should be requested prior to any plans being made, fund raising (if necessary) taking place, or discussions with students being held.

In considering overnight or long distance travel the board shall first consider the necessity of the trip. The board may approve the travel when:

- a) The travel is a result of district or state competition for an approved student activity; or
- b) The opportunities to participate are extraordinary and the same opportunities do not exist within a proximity to Ashland that would not require overnight or long distance travel.

The board shall make a determination on the necessity of overnight travel. The district shall minimize the amount of travel done by student groups to reduce the amount of fundraising required by organizations, to minimize the loss of school time and to reduce the district's liability for students when they are under the district's care and custody over night. The Board may, however, permit over night or long distance travel and will consider the following issues:

- a. The event is more than a one day event and as a result, to save travel costs, save time spent in travel or in order to participate in the entire event it is necessary to stay overnight;



## Board of Education Approval-COLT 2013

- A) **Itinerary-** Leave May 27<sup>th</sup> in the am for Aurora Nebraska. Will stay three days and two nights. Come back on May 29<sup>th</sup> after noon.
- B) **Summary of cost and funding source**
  - a. Cost- For the 9 officers and one advisor to attend it cost the chapter 1320.
  - b. Funding- We had the worker auction this spring that helped to raise money for this event. The chapter just receive over 800 dollars from the "I believe" campaign which came from the FFA Foundation. This money was donated by farmers in our area.
- C) **Mode of Transportation**
  - a. Transportation – since there are 10 of us going we will need to take a bus out there and have one pick us up.
- D) **List of students traveling-** Katie Richards, Kaitlynn Thomas, Eli Josoff, Elizabeth Yunker, Nevada Smith, Marisa Rogers, Angelica Metzger, Shaun Washburn, Cody Campbell
- E) **Sponsors-**
  - a. Sponsors will be myself (Ms. Estrela).
- F) **Plan for supervision-**
  - a. General-I will have a complete list of all students cell phone numbers. During the day and night all students will have pre planned activities planned by the State Officer team and state staff. Students will not leave the Leadership Center grounds for any activities. They have a full schedule the whole time we are there.
- G) **Nights-** Students have a specific bed check time each night; it varies depending on activities done that day. Advisors take shifts on checking students in the middle of the night, state officers do room checks.
- H) **Eligibility**
  - a. N/A school will be out.



Message

Sun, Apr 21, 2013 11:33 AM

From:

Teresa Bray



To:

Zach Kassebaum

Brad Jacobsen

Subject: Fwd: resignation

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Teresa Bray  
Elementary Principal  
Ashland-Greenwood Elementary  
402-944-7083

----- Original Message -----

Ashland-Greenwood Public Schools  
attention: Teresa Bray

April 20, 2013

Dear Mrs. Bray,

I am tendering my resignation from Ashland-Greenwood Public Schools effective May 23, 2013, or the last day of school. Thank you so much for the four wonderful and amazing years of challenges and education you and your fabulous students afforded me! I have loved every bit of it. Good luck in continuing your missions.

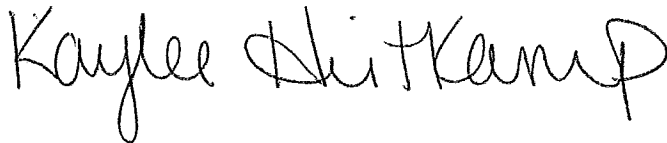
Sincerely,

Susan E. Ruyle

Dr. Kassebaum and Ashland Greenwood School Board,

I am writing a request for Ashland Greenwood to find someone to fulfill my teaching position for the 2013-2014 school year. I have been blessed to have worked for the district for 2 years and have had so many great experiences. I currently live in Omaha, Nebraska and in the Westside school district. I have been given the opportunity to teach in their school district. I want to make the move because this summer I am getting married and will become a blended family. I feel that this move will benefit not only me but my family. I have learned so many great things at Ashland Greenwood that I will continue to use in my teaching career. I value the relationships the school district has with students, staff, parents and the community. I will continue to have a close relationship with a lot of people in Ashland and the school. I thank you again for giving me the best 2 years anyone can ask for and I know the next teacher will be just as blessed.

Sincerely,

A handwritten signature in black ink that reads "Kaylee Heitkamp". The signature is written in a cursive style with a large, looped 'K' and 'H'.

5/2/13

Kaylee Heitkamp

Ashland Greenwood  
School Board

1 May 2013

It is with deep regret that  
I give you this formal notice  
of resignation as the Flag  
Corps Sponsor to be effective  
immediately.

A New Chapter in my life has  
brought changes that have led me  
to this decision:

It has been a Privilege &  
Honor working with past & present  
Color Guard members, Mr. Jaworski,  
the Student & Staff & School board  
and representing AGPS.

I would like to Thank you  
for all of your support & the  
opportunities that the School district,  
Board & many people have provided  
me as the Color Guard Coach/Flag Corps

Sponsor over the last 4 1/2 years.

It was not an easy decision, as I am so grateful & blessed to have been part of the AGPS Flag team from its start. But I am moving to Colorado Springs, Colorado and ~~must~~ had to come to a decision.

I know that the Guard + Band will continue to have great success and I am thankful to have been part of such a great organization.

Sincerely,  
Terrie Kissel