



Ashland-Greenwood Public Schools
Board Agenda
Saunders County School District No. One
Monday, January 21, 2013
Conference Room, Ashland-Greenwood High School
1842 Furnas Street
Ashland, NE 68003
Annual Meeting
5:00 PM

1. Call to Order. Roll Call.
2. Acknowledgement of Open Meetings Law posting.
3. Pledge of Allegiance
4. Elections.
 - a. Appointment of Superintendent of Schools as Temporary Chairperson
 - b. Election of a Board President for 2013
 - c. Election of a Board Vice President for 2013
 - d. Election of a Board Secretary for 2013
5. Appointments
 - a. Appointment by the Board of an Executive Secretary. It will be recommended that Carrie Holz be appointed to this position.
 - b. Appointment by the Board of School District Legal Counsel. It will be recommended that the law firm of Perry, Guthery, Haase and Gessford of Lincoln, Nebraska be appointed.
 - c. Re-Appointment of Board member Suzanne Sapp to Foundation Board of Directors.
6. Designation of a District Newspaper by the Board of Education for the purpose of publishing notices as required by law. It will be recommended that the Board of Education designate the Ashland Gazette as the school district newspaper for legal notices.
7. Adjournment



Ashland-Greenwood Public Schools
Board of Education Meeting
January 21st, 2013
Conference Room, High School
1842 Furnas Street
Ashland, NE 68003
REGULAR MEETING
Following Annual Meeting

1. Call to Order. Roll Call.
2. Acknowledgement of Open Meetings Law posting.
3. Recognition of public participation.
4. Visitors and Communication from the public.
5. Approval of changes in the mailed agenda and/or changes in the agenda order.
6. Approval of Consent Agenda Items
 - a. Approval of minutes of previous meetings. (pgs. 1-4)
 - b. Acceptance of Financial Reports (pgs. 5-15)
 - c. Action on Claims (pgs. 16-17)
7. Administrators' and Practitioners' reports
 - a. Ms. Finkey
 - b. Ms. Bray
 - c. Mr. Jacobsen
 - d. Dr. Kassebaum
8. Old Business
 - a. Discussion and action to approve school bus purchase. (pg. 18)
 - b. Discussion on heating and air renovations to MS/HS and possible action to approve the release of an RFP upon direction of legal counsel.
 - c. Discussion and action to approve fire alarm upgrades. (pg. 19-27)
9. New Business
 - a. Appointment by President of Board Committees and Assignments. (pg. 28)
 - b. Appointment of Zach Kassebaum as District Representative for all state and federal programs.
 - c. Declaration of Conflict of Interest by Board Members for the record.

- d. Consideration and action to appoint Farmers and Merchants National Bank, Centennial Bank and the Nebraska Liquid Asset Fund as district depositories and investment accounts for all funds.
- e. Discussion and action to appoint MS wrestling coach.
- f. Discussion and action to approve overnight travel request for State Wrestling (TBD).
- g. Discussion on Patient Protection and Affordable Care Act (PPACA).
- h. Discussion and action to approve non-certified substitute staff:
 - i. Dana Erickson
 - ii. Gail Strate
- i. Closed Session: for protection of public interest and for the prevention of needless injury to the reputation of individual(s).
- j. Approval of Superintendent and Administrator Contracts.
- k. Action to seek guidance from legal counsel other than Perry, Guthery, Haase and Gessford of Lincoln, Nebraska on specific topics in which there is a conflict of interest and/or when deemed in the best interest of Ashland-Greenwood Public Schools.

10. Informational items

- The Nebraska Association of School Boards is sponsoring Legislative Issues Conference January 13-14th at Cornhusker Marriot Hotel in Lincoln.
- 2013 Education Forum; February 4th and 5th – Kearney.
- ESU 2 Annual School Board Dinner: February, 27, 2013 at Fremont Country Club.
- Back to the Basics of School Law Conference – March 12; Downtown Holiday Inn in Lincoln.
- NASB State Convention: November 20-22, 2013

11. The next meeting is set for **Monday, February 18th 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.

12. Adjournment

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
December 17, 2012**

Opening

A meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened open and public session on December 17, 2012

Attendance

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

Attendance Taken at 5:30 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 5:30 p.m. on 17th day of December, 2012 by President Nygren.

2. Acknowledge of Open Meetings Law posting.

Discussion:

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

3. Pledge of Allegiance.

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:

There were no changes to the mailed agenda.

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. Approval of Suburban Schools Program for Deaf and Hard of Hearing Children passed with a motion by Kevin Garner and a second by Karen Stille.

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 and Ms. Kristi Bundy: NDE Pilot Presentation

Discussion:

Kristi Bundy and Jill Finkey reported to the board on the NDE Teacher/Principal Evaluation System that the district is participating in. Ms. Finkey addressed the board regarding teacher evaluation practices and highlighted some changes that may be proposed when the Elementary and Secondary Education Act is revised. Ms. Finkey provided a handout of from the NDE addressing Teacher Performance Framework.

Ms. Bundy highlighted the board on the timeline of the evaluation process and program. After the first pilot year we will be able to tweak the evaluation process to what will work best for our district. By participating in the pilot program it allows for the district to have a voice/input in the process.

The board will have to adopt and approve the evaluation program/tool.

Questions and discussion was held.

7.2. Dr. Kassebaum

Discussion:

Dr. Kassebaum updated the board on the roofing problems at the MSHS building. He continue to keep the board apprised of the situation.

Dr. Kassebaum reported the district received \$7055.00 insurance money for Announcers Booth.

Dr. Kassebaum reported to the board that there will be some impact to the District regarding changes in health care due to the Health Care Act of 2013. The district's contribution to health care will need to meet a formula which could bring about changes in dollar amounts for non certificated employees. There will also be an open enrollment for staff which could bring some new enrollees to insurance. There will also be a change in the employee's contribution for their health cafeteria plan.

8. Old Business

8.1. Discussion and Action on 2013-14 school calendar

Motion Passed: Approval of 2013-14 school calendar passed with a motion by Melvin Cerny and a second by Tom Walsh.

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

Tom Walsh Yes

8.2. Report on Building, Grounds, and Transportation subcommittee meeting,

Discussion:

Dr. Kassebaum advised the board that the Building, Grounds and Transportation sub committee met with Eric Sherman to discuss the proposed energy project at the Middle/High School. Dr. Kassebaum discussed the legal counsel's recommendation and performance companies recommendation. Dr. Kassebaum's recommends the sub committee meets again and continue to investigate this project to determine the best plan for the district.

9. New Business

9.1. Discussion and action to approve non-certified substitute

Motion Passed: Approval of Rosa SantaCruz-Irland as a non certified substitute employee passed with a motion by Tom Walsh and a second by Suzanne Sapp.

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

9.2. Approval and action to accept letter of resignation of classified staff member

Motion Passed: Acceptance with regret of resignation of Josephine Christenham effective the end of the 2012-13 year; Jo has served the district for 39 years passed with a motion by Karen Stille and a second by Kevin Garner.

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

9.3. Discussion and action to approve new Foundation Board of Directors Members

Motion Passed: Approval of three additional AGPS Foundation Board Members for a two year term; Jeff McGill, Melanie O'Briend and Amy Whitehead 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

9.4. Discussion and action to renew membership in Ashland ARea Chamber of Commerce

Motion Passed: Approval of renewal of membership in the Ashland Area Chamber of Commerce and \$325.00 dues passed with a motion by Melvin Cerny and a second by Tom Walsh.

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

9.5. Discussion on anticipated changes to TEESO(State Aid)

Discussion:

Dr. Kassebaum highlighted a few changes proposed in the to the TEESO State Aid formula. Some proposed changes include taking away the decreasing the local effort rate; doing away with instructional time allowance.

Dr. Kassebaum told board members nine new Senators will join the Senate in January 2013. Dr. Kassebaum reported there will be a new education chair and a new education committee. An estimated 45 bills will be proposed that will effect education. Some proposed legislation include changes in contracts for Superintendents and ESU directors, changes in the NPERS retirement contribution rates and possibly changes in the formula and the bills TEESO State Aid formula.

9.6. Request to move to closed session : Strategy Sessions with respect to collective bargaining, real estate purchases, pending ligation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body

Motion Passed: Approval to move to closed session at 6:38 p.m.: Strategy Sessions with respect to collective bargaining, real estate purchases, pending ligation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body passed with a motion by Tom Walsh and a second by Karen Stille.

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

9.7. Reconvene

Discussion:

The board reconvened from closed session at 7:00 p.m.

10. Informational Items

10.1. Election Results Certified

Discussion:

Congratualtions to Kevin Garner, David Nygren and Suzanne Sapp on winning the November 2012 election.

10.2. Region 10 Board member nomination information

11. Call for Next Meeting

Discussion:

A Regular Meeting and an Annual Meeting is set for Monday, January 21, 2013 at 7:30. 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 adjourned at 7:05 p.m.

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

MONTH ENDING Dec-12

GENERAL FUND

Beginning Balance \$ 4,252,903.15

RECEIPTS

12/4/12	Assgn Notebooks Donation	\$	5.00		
12/5/12	Book Donation	\$	12.40		
12/6/12	Assgn Notebooks Donation	\$	5.00		
12/7/12	Assgn Notebooks Donation	\$	5.00		
12/7/12	Assgn Notebooks Donation	\$	5.00		
12/12/12	St of NE HHS	\$	1,185.34		
12/12/12	St of NE HHS	\$	535.15		
12/13/12	Saunders Co	\$	20,637.78		
12/13/12	Saunders Co Fines	\$	3,264.55		
12/13/12	Saunders CO MV	\$	11,962.28	\$	35,864.61
12/17/12	Cass County Property Taxes	\$	18,742.45		
12/17/12	Cass County Fines	\$	1,262.70		
12/17/12	Cass County MV Fees	\$	13,596.88	\$	33,602.03
12/20/12	Sped SA Reimb 11-12	\$	60,677.00		
12/28/12	Cass County Property Taxes	\$	6,288.37		
12/28/12	Saunders County Property Taxes	\$	50,361.59		
12/28/12	Saunders County MV Fees	\$	10,936.51		
12/28/12	Saunders County Fines	\$	250.00	\$	61,548.10
12/31/12	State of NE State Aid	\$	233,770.90		
12/31/12	NLAF Interest	\$	41.12		
	Total			\$	433,545.02
				\$	4,686,448.17

DISBURSEMENTS

Dec Claims	\$	622,673.79			
Refunds against Disbursements	\$	(34.21)			
	Total			\$	622,639.58
				\$	4,063,808.59

ENDING BALANCE \$ 4,063,808.59

RECONCILIATION

NLAF Liquid Balance	\$	2,030,964.51			
Plus: F& M Bank Balance	\$	603,253.12			
Plus General Fund Investments		\$1,434,365.84			
Less: Outstanding Claims	\$	4,774.88			
Reconciled Balance	\$	4,063,808.59		<u>\$</u>	<u>4,063,808.59</u>

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

MONTH ENDING Dec-12

ADMINISTRATIVE OPERATIONS ACCOUNT

Beginning Balance			\$	1,413.10
<u>RECEIPTS</u>				
GF Deposit	\$	820.50		
Total			\$820.50	\$ 2,233.60
<u>DISBURSEMENTS</u>				
12/4/12 R Kissel, Custodial Mileage	\$	7.92		
12/5/12 Kegler Bowling, Circle of Friend Grant	\$	59.70		
12/6/12 K Fangmeyer Mileage to Law Conf & Program Vis	\$	209.55		
12/6/12 R Wiese, Pupil Support Mileage	\$	132.00		
12/6/12 Z Kassebaum, Supt: Mileage	\$	25.30		
12/6/12 C Holz, Bus Off Mileage	\$	25.30		
12/10/12 Pius X HS,Academic Decathalong Entries	\$	45.00		
12/11/12 T Bray, Principal Mileage	\$	39.60		
12/12/12 Z Kassebaum, Supt: Mileage	\$	32.67		
12/13/12 64 Fun LLC, Circle of Friends Grant	\$	102.92		
12/13/12 R Rist, Maint: Mileage	\$	25.30		
12/13/12 Caseys Working Lunch Meeting	\$	28.34		
12/19/12 VISA, Supt: Permission to Forget Teacher Text	\$	25.59		
12/21/12 C Holz, Sec Instruc Postage	\$	8.77		
Total			\$767.96	\$ 1,465.64
Ending Balance				\$ 1,465.64
<u>RECONCILIATION</u>				
Bank Balance	\$	1,548.91		
Less: Claims Outstanding	\$	57.97		
Less: Banking Error	\$	25.30		
Reconciled Balance	\$	1,465.64		\$ 1,465.64

PAYROLL ACCOUNT

Beginning Balance			\$	17,170.29
<u>RECEIPTS</u>				
General Fund	\$	444,070.57		
Hot Lunch	\$	14,795.08		
FM National Bank: Interest	\$	3.19		
Emp Monthly Prem				
Total			\$ 458,868.84	\$ 476,039.13
<u>DISBURSEMENTS</u>				
Net Payroll	\$	281,738.91		
Retirement		\$78,471.73		
State Tax Withholdings	\$	12,794.40		
Federal/FICA Taxes	\$	85,860.61		
Retiree Life Insurance Mo. Premium	\$	180.00		
Emp Health Insurance Mo Premium	\$	1,052.10		
Total			\$ 460,097.75	\$ 15,941.38
Ending Balance				\$ 15,941.38
<u>RECONCILIATION</u>				
Bank Balance	\$	15,941.38		
Claims Outstanding	\$	-		
Receipts Outstanding	\$	15,941.38		
Reconciled Balance	\$	15,941.38		\$ 15,941.38

EMPLOYEE BENEFIT (SECTION 125) ACCOUNT

Beginning Balance			\$	25,609.03
<u>RECEIPTS</u>				
Employee Payroll Deposit	\$	10,671.31		
Centennial Bank: Interest	\$	0.58		
Total			\$	10,671.89
			\$	36,280.92
<u>DISBURSEMENTS</u>				
12/7/12 Payflex, Employee Benefit	\$	4,637.57		
12/21/12 Payflex, Employee Benefit	\$	4,358.56		
12/28/12 Payflex, Employee Benefit	\$	376.72		
Total			\$	9,372.85
			\$	26,908.07
Ending Balance				<u>\$ 26,908.07</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	26,908.07		
Outstanding Claims				
Reconciled Balance	\$	26,908.07		<u>\$ 26,908.07</u>

SPECIAL BUILDING ACCOUNT

Beginning Balance			\$	1,000,796.13
<u>RECEIPTS</u>				
Sedgwick Insurance Claim	\$	7,055.95		
F & M Interest	\$	104.64		
NLAF - Money Market: Interest	\$	7.57		
Total			\$	7,168.16
			\$	1,007,964.29
<u>DISBURSEMENTS</u>				
001415 Kingery Const. - Construction Management	\$	6,260.99		
001416 Carpenter Masonry Inc - Final	\$	4,060.00		
001417 Concrete Industries, Inc - Retainage	\$	641.20		
001418 Millard Lumber Inc - Final	\$	3,386.71		
001419 Security Fence, Inc. - Fencing	\$	951.20		
001420 WDD dba Pella Products - Final	\$	448.85		
001421 Weathercraft Co Of Lincoln - Roofing	\$	1,436.00		
Total			\$17,184.95	\$ 990,779.34
Ending Balance				<u>\$ 990,779.34</u>
<u>RECONCILIATION</u>				
F&M Bank Balance	\$	619,112.26		
NLAF #9300590 Balance	\$	371,667.08		
Outstanding Claims	\$	-		
Reconciled Balance	\$	990,779.34		<u>\$ 990,779.34</u>

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

MONTH ENDING Dec-12

QUALIFIED CAPITAL PURPOSE FUND

Beginning Balance			\$	-
<u>RECEIPTS</u>				
	<u>Total</u>		\$	-
<u>DISBURSEMENTS</u>				
	<u>Total</u>		\$	-
Ending Balance			\$	-
<u>RECONCILIATION</u>				
Bank Balance	\$	-		
Less: Outstanding Claims	\$	-		
Plus: Outstanding Deposits				
Reconciled Balance	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>-</u>

DEPRECIATION FUND

Beginning Balance			\$	338,930.98
<u>RECEIPTS</u>				
F&M National Bank, Interest	\$	28.79		
	<u>Total</u>		\$	28.79
			\$	338,959.77
<u>DISBURSEMENTS</u>				
	<u>Total</u>		\$	-
Ending Balance			\$	338,959.77
<u>RECONCILIATION</u>				
F & M Bank Balance	\$	338,957.35		
NLAF Balance	\$	2.42		
Less: Outstanding Claims	\$	-		
	<u>\$</u>	<u>338,959.77</u>		
Reconciled Balance	<u>\$</u>	<u>338,959.77</u>	<u>\$</u>	<u>338,959.77</u>

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

MONTH ENDING Dec-12

STUDENT FEE FUND

Beginning Balance			\$	4,037.02
<u>RECEIPTS</u>				
Interest	\$	0.09		
Total			\$	0.09
			\$	4,037.11
<u>DISBURSEMENTS</u>				
Disbursements	\$	-		
Total			\$	-
Ending Balance			\$	<u>4,037.11</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	4,037.11		
Claims Outstanding	\$	-		
Misdirected Deposit				
Reconciled Balance	\$	<u>4,037.11</u>		<u>4,037.11</u>

HOT LUNCH ACCOUNT

		Beginning Balance	\$	47,612.20
<u>RECEIPTS</u>				
Student and Staff Deposits	\$	9,654.69		
Online Student Deposits	\$	6,909.12		
Federal & State Reimbursement	\$	19,378.94		
F&M National Bank: Interest	\$	4.77		
Vending Proceeds				
Total			\$	35,947.52
			\$	83,559.72
<u>DISBURSEMENTS</u>				
Wages & Benefits	\$	15,058.82		
Food/ Supplies/ Contracted Services	\$	29,223.00		
Total			\$	44,281.82
			\$	39,277.90
Ending Balance			\$	<u>39,277.90</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	42,154.31		
Claims Outstanding	\$	2,876.41		
	\$	<u>39,277.90</u>		
Receipts Outstanding				
Reconciled Balance	\$	<u>39,277.90</u>		<u>39,277.90</u>
Student and Staff Deposits Held on Account - End of Month	\$			12,650.10

INVESTMENTS

Date Bought	Security Description	Maturity Date	Rate	Investment
General Fund Investments				
1/30/11	Farmers & Merchants Bank, Ashland	01/30/13	0.5000%	\$836,526.27
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
Total Investments				<u><u>\$1,434,365.84</u></u>

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

CENTENNIAL BANK		
FDIC INSURANCE		\$ 250,000.00
Total Secured		<u><u>\$ 250,000.00</u></u>
FARMERS AND MERCHANTS BANK		
FDIC INSURANCE		\$ 250,000.00
Pledged Safekeeping Security	Total Face Value	Actual Value
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><u>\$ 3,095,516.00</u></u>

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Dec-12

Beginning Balance \$ 88,187.39

Date	Check #	Payee	Description	Receipt	Disbursed	Balance
						\$ 998.30
ATHLETICS						
12/1/12	011169	Cary L. Culler	JV BB official		\$ 100.00	
12/1/12	011170	Cary L. Culler	MSBB Officials		\$ 165.00	
12/1/12	011171	Garrett J Eikmeier	V GB official		\$ 195.00	
12/1/12	011172	Ken Scheel	JV BB official		\$ 100.00	
12/1/12	011173	Vincent J. Stremiau	JV BB official		\$ 100.00	
12/1/12	011174	Vincent J. Stremiau	C BB official		\$ 100.00	
12/1/12	011175	Ben Wiese	JV BB official		\$ 100.00	
12/1/12	011176	Ben Wiese	C BB official		\$ 100.00	
12/1/12	011177	Ben Wiese	JV BB official		\$ 100.00	
12/1/12	011178	Crete Public Schools	WR trny Fee		\$ 125.00	
12/1/12	011179	Cary L. Culler	C BB official		\$ 100.00	
12/1/12	011180	Kyle DeBuse	V GB official		\$ 195.00	
12/1/12	011181	Garrett J Eikmeier	V BB official		\$ 195.00	
12/1/12	011183	Dale A. Eurek	V BB official		\$ 195.00	
12/1/12	011184	Brad L Fedde	V GB official		\$ 195.00	
12/1/12	011185	Alex Johnson	: MS BB Officials		\$ 165.00	
12/1/12	011186	Pius X High School	Wr trny Fee		\$ 120.00	
12/1/12	011187	Matthew Luettel	WR hydration test		\$ 110.00	
12/1/12	011189	John Moody	V GB official		\$ 195.00	
12/1/12	011190	U Save Foods Inc/Nash F	Supplies		\$ 16.30	
12/1/12	011191	Justin P. Pavich	V BB official		\$ 195.00	
12/1/12	011192	Ken Scheel	JVGB official		\$ 100.00	
12/1/12	011194	Vincent J. Stremiau	JV BB official		\$ 100.00	
12/1/12	011195	Wahoo Public Schools	WR trny Fee		\$ 120.00	
12/1/12	011196	Ben Wiese	Athletics: C BB official		\$ 100.00	
12/3/12		Gate	GB/BB JV & Var vs Arlington	\$ 571.00		
12/3/12		Gate	C GB/BB vs Neumann	\$ 167.00		
12/4/12		Gate	MS BB vs DC West	\$ 141.00		
12/5/12		Gate	MS BB vs Elm/Murdock	\$ 257.00		
12/5/12		Gate	GB vs Wahoo	\$ 223.00		
12/10/12		Gate	GB/BB vs Louisville	\$ 326.00		
12/10/12		Gate	GB/BB vs Murdock	\$ 592.00		
12/10/12		Gate	C GB/BB vs Blair	\$ 113.00		
12/14/12		Gate	Wrestling vs Elkhorn South	\$ 456.00		
12/17/12	011213	VISA	Online Stat Program		\$ 50.00	
12/17/12	011200	GovConnection Inc.	Access Pt(Boosters to Reimb)		\$ 485.94	
12/17/12	011203	Nebraska Sports	BB Jerseys & Shorgs		\$ 1,339.18	
12/17/12	011206	Nebraska City Public Sch	Wrestling JV Fee		\$ 75.00	
12/17/12	011199	Awards Unlimited, Inc.	Wrestling Trny Awards		\$ 817.55	
12/21/12	011215	Dave Aschwege	C BB official		\$ 200.00	
12/21/12	011216	Vernon J Breakfield	V BB official		\$ 195.00	
12/21/12	011217	Jeremy Broz	WR officia		\$ 140.00	
12/21/12	011218	Steven M Cooley	JVWR trny official		\$ 105.00	
12/21/12	011219	Kyle DeBuse	V BB officia		\$ 195.00	
12/21/12	011220	Garrett J Eikmeier	V GB official		\$ 195.00	
12/21/12	011221	Michael Evans	WR Official		\$ 140.00	
12/21/12	011222	Brad L Fedde	V GB officia		\$ 195.00	
12/21/12	011223	Rod Foutch	WR trny official		\$ 250.00	
12/21/12	011224	Joel Frandsen	WR trny official		\$ 250.00	

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Dec-12

12/21/12	011225	Cody Hoegh	V BB official	\$	195.00		
12/21/12	011226	Heath Holtz	JV BB official	\$	100.00		
12/21/12	011228	John Moody	V BB officia	\$	195.00		
12/21/12	011229	Bruce W Sedivy	Trny Director	\$	300.00		
12/21/12	011230	Donald A Seten	JVWR trny official	\$	105.00		
12/21/12	011231	Vincent J. Stremlau	JVBB official	\$	100.00		
12/21/12	011232	Syracuse Public Schools	WR fe	\$	100.00		
12/21/12	011233	Nathan Tasler	JVWR trny official	\$	105.00		
12/21/12	011235	Jeremy Broz	Wr trny official	\$	275.00		
12/21/12	011236	Kyle DeBuse	JV BB official	\$	195.00		
12/21/12	011237	Garrett J Eikmeier	V GB official	\$	195.00		
12/21/12	011238	Brad L Fedde	V GB official	\$	195.00		
12/21/12	011239	Heath Holtz	C BB official	\$	200.00		
12/21/12	011240	Alex Johnson	JVBB official	\$	100.00		
12/21/12	011241	John Moody	Holiday Trny Of	\$	195.00		
12/21/12	011242	Kyle DeBuse	V GB official	\$	195.00		
12/21/12	011243	Brad L Fedde	V BB official	\$	195.00		
12/31/13		Gate	Holiday Tournament	\$	1,276.00		
12/31/13		Gate	Holiday Tournament	\$	1,106.00		
TOTALS					\$ 5,228.00	\$ 10,863.97	\$ (4,637.67)
ALUMNI DIGITAL DISPLAY							\$ 1,758.03
					\$0.00	\$ -	\$ 1,758.03
BAND							\$ 1,549.54
12/17/12	011213	VISA	NMEA Rooms	\$	224.00		
TOTALS					\$ -	\$ 224.00	\$ 1,325.54
CLASS OF 2012							\$ -
TOTALS					\$ -	\$ -	\$ -
SENIORS <i>(created 7-2012)</i>							\$ 2,294.88
					\$ -	\$ -	\$ 2,294.88
DRAMA							\$ 3,504.88
12/21/12	011207	U Save Foods Inc/Nash F	Play Supplies	\$	18.93		
					\$ -	\$ 18.93	\$ 3,485.95
ELM BOOK FAIR							\$ 4,377.58
12/1/12	011193	Scholastic Book Fairs	Elementary Book Fair	\$	3,435.35		
TOTALS					\$ -	\$ 3,435.35	\$ 942.23
ELM STAFF							\$ 2,624.65
TOTALS					\$0.00	\$ -	\$ 2,624.65
ELM STUDENT COUNCIL							\$ 5,869.22
12/19/12	011207	U Save Foods Inc/Nash F	Supplies	\$	72.94		
TOTALS					\$ -	\$ 72.94	\$ 5,796.28

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Dec-12

FBLA							\$ 8,330.90
12/12/12		Various	Hometown Xmas Donations	\$ 122.81			
12/17/12		Patron	Insufficient Fund Ck	(\$41.00)			
12/17/12	011207	U Save Foods Inc/Nash F	Supples		\$	26.57	
TOTALS				\$ 81.81	\$	26.57	\$ 8,386.14
FFA							\$ 31,605.96
12/1/12	011188	McCone Foods Inc	Fundraising Payment		\$	780.00	
12/1/12	011182	AnnaLisa Estrela	Travel/Mileage		\$	55.55	
12/1/12		Various	Fruit Sales	\$ 42.00			
12/7/12		Various	Fruit Sales	\$ 75.00			
12/14/12		Various	Extra Fruit Sales	\$ 618.00			
12/17/12		Various	Extra Fruit Sales	\$ 531.00			
12/17/12	011214	Wyhe's Choice Fundraisii	FFA Butter Braids Sales		\$	1,462.50	
12/17/12	011198	4 Seasons Fundraising	Furit Sales		\$	9,103.90	
12/17/12	011205	National FFA Organizatio	Jackets		\$	484.00	
12/18/12	011207	U Save Foods Inc/Nash F	Ag Demo Supplies		\$	57.11	
12/18/12		Various	Extra Fruit Sales	\$ 391.25			
12/19/12		Various	Extra Fruit Sales	\$ 85.00			
12/19/12		Various	Extra Fruit Sales	\$ 342.50			
12/21/12	011234	Wyhe's Choice Fundraisii	Supplies		\$	53.50	
TOTALS				\$ 2,084.75	\$	11,996.56	\$ 21,694.15
HONOR SOCIETY							\$ 764.87
TOTALS				\$0.00	\$	-	\$ 764.87
HS STUDENT COUNCIL							\$ 2,032.32
TOTALS				\$ -	\$	-	\$ 2,032.32
MS/HS STAFF							\$ 1,122.51
TOTALS				\$ -	\$	-	\$ 1,122.51
MS STUDENT COUNCIL							\$ 1,229.63
12/20/12	011207	U Save Foods Inc/Nash F	MS Dance Supplies		\$	44.52	
TOTALS				\$ -	\$	44.52	\$ 1,185.11
PROM ACCT (established 7-2012)							\$ 1,760.64
TOTALS				\$ -	\$	-	\$ 1,760.64
SCHOOL STORE							\$ 186.10
TOTALS				\$ -	\$	-	\$ 186.10
SHOP							\$ 172.85
12/10/12		Various	Student Projects	\$ 107.00			
12/17/12	011204	Midwest Tech.Prod.	Shop Supplies		\$	82.00	
TOTALS				\$ 107.00	\$	82.00	\$ 197.85
SPANISH CLUB							\$ 499.11
TOTALS				\$ -	\$	-	\$ 499.11

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Dec-12

SPIRIT SQUAD							\$ 5,377.66
12/11/12		Various	Candle Sales	\$ 2,268.00			
12/17/12	011201	Heritage Falls Candle & C	Candle Sales		\$ 1,122.00		
TOTALS				\$ 2,268.00	\$ 1,122.00		\$ 6,523.66
TALENTED/GIFTED ACTIVITES (Formerly OM)							\$ 345.68
TOTALS				\$ -	\$ -		\$ 345.68
SPEECH							\$ 2,862.86
12/17/12	011208	Playscripts, Inc	Supples		\$ 20.72		
12/17/12	011211	School Specialty	Supplies		\$ 195.93		
12/17/12	011202	Joy Of Tournaments/Jeffi	Oxbow Speech Invite		\$ 250.00		
TOTALS				\$ -	\$ 466.65		\$ 2,396.21
VOCAL MUSIC							\$ 4,058.96
12/1/12	011197	South Sarpy School Dist	Choir Supplies		\$ 190.00		
12/17/12	011213	VISA	NMEA Rooms		\$ 224.00		
12/17/12	011212	Southeastern Career App	Choir Supplies		\$ 727.60		
12/17/12	011210	Rodgers & Hammerstein	Music Royalties, Rental, Deposits		\$ 1,253.50		
12/17/12	011209	Cheryl A. Reisen	Soup Supper Supplies		\$ 402.22		
12/19/12		Sapp Bros	Donation for singing 12/15	\$ 150.00			
12/19/12		Various	Shirts	\$ 439.50			
TOTALS				\$589.50	\$ 2,797.32		\$ 1,851.14
YEARBOOK/ANNUAL							\$ 2,883.28
12/4/12		Patron	Yrbook Sales	\$ 47.00			
12/7/12		Various	Ad Sales	\$ 85.00			
12/10/12		Stevi Azure Photography	Ad Sales	\$ 40.00			
12/11/12		K Rung	Ad Sales	\$ 40.00			
12/17/12	011200	GovConnection Inc.	Hard Drive		\$ 128.53		
12/19/12		Various	Yearbooks	\$ 130.00			
12/19/12		Various	Tributes	\$ 40.00			
12/19/12		Various	Ad Sales	\$ 120.00			
TOTALS				\$502.00	\$ 128.53		\$ 3,256.75
INTEREST							\$ 1,976.98
12/31/12		Centennial Bank	Interest	\$ 1.82			
TOTALS				\$ 1.82	\$ -		\$ 1,978.80
ACTIVITY FUND TOTALS ALL ACCOUNTS				\$10,862.88	\$ 31,279.34		\$ 67,770.93

Ending Balance	\$ 67,770.93
Plus: Outstanding Checks	\$ 8,923.90
Less: Outstanding Receipts	
Misdirected Deposit	
Equals: Bank Balance	<u>\$ 76,694.83</u>

**Ashland-Greenwood Public Schools
Special Building Disbursements - January 21, 2013**

Page

Check	Payable to	Amount	Description	Date
001422	Kingery Construction	376.62	Reimbursable Costs	1/21/2013

Please note that this list will be updated prior to board meeting.

Authorized by:

Ashland-Greenwood Public Schools' Claims
General Fund Claims
January 21, 2012

Check #	Vendor	Amount	Description
030668	Seminole Retail Energy Services	\$ 3,414.83	Natural Gas
030669	Jacqueline L. Fudge	\$ 404.00	Custodial/Main: Uniform Shirt
030670	Ashland-Greenwood Payroll Account	\$ 261,427.52	Net Payroll
030671	AGEA	\$ 2,592.00	Employee Dues
030672	Blue Cross and Blue Shield of Nebraska	\$ 84,508.93	Payroll Employee Health Ins
030673	Centennial Bank	\$ 10,646.31	Payroll Section 125 Deduct
030674	Credit Management Services	\$ 299.68	Employee Garnishment
030675	DISCOVER	\$ 60.46	Employee Garnishment
030676	Guardian	\$ 823.93	Payroll Employee Life Prem
030677	Madison National Life	\$ 1,131.64	Payroll LTD Insurance Prem
030678	MidAmerica 403b	\$ 1,965.00	Payroll Annuity Deduction
030679	Ashland-Greenwood Payroll Account	\$ 11,592.31	Payroll State Tax Wthhldg
030680	Ashland-Greenwood Payroll	\$ 89,456.49	Payroll Federal Tax Wthhldg
030681	Retirement	\$ 75,097.15	Payroll Retirement Wthhldg
030682	TheStandard	\$ 817.42	Employee Vision Plan
030683	AmSan	\$ 3,052.70	Custodial: Supplies
030684	Ashland Auto Parts	\$ 57.42	Maintenance: Supplies
030685	Ashland Disposal Service	\$ 215.00	Custodial: Waste Removal
030686	Ashland-Greenwood Hot Lunch	\$ 232.95	Instruction: PS Staff Meals
030687	Bishop Business Equipment Co Inc	\$ 1,857.45	Instruction: Copier Use
030688	Cass County NE	\$ 138.12	Bd of Ed: General Election Fee
030689	CGS Music dba Robert Popek	\$ 584.00	Music: Instrument Repair
030690	Brooke L Cheleen	\$ 219.27	Physical Therapy Services
030691	City Of Ashland	\$ 1,845.50	All Areas: Water & Sewer
030692	Demco Inc.	\$ 102.27	K-5 Media: Supplies
030693	Dietze Music House	\$ 27.95	Instrumental Music: Supplies
030694	Esu #2	\$ 13,449.80	Sped: Speech Therapy
030695	Falcon Heatin & Air-Cond. Inc	\$ 165.00	Maintenance: Labor
030696	Father Flanagan's Boys' Home	\$ 7,330.75	Sped: Student Tuition
030697	General Fire and Safety	\$ 466.45	Fire Panel/kitchen hood inspect.
030698	GovConnection Inc.	\$ 47.98	Instructional Tech: Computer
030699	Grainger	\$ 608.50	Maintenance: Water Cooler
030700	Greenwood/Midwest Farmers Coop	\$ 17.50	Maintenance: Bobcat Tire repair
030701	Jennifer S Haralson	\$ 1,711.68	Visually Impaired Services
030702	Inland Truck Parts & Service	\$ 54.44	Transportation: Parts
030703	Danielle Kleber	\$ 250.00	Pupil Support: WR trainer
030704	Matheson Tri-Gas, Inc/Linweld	\$ 38.69	Voc Ag: Supplies
030705	Gerard Lusinski	\$ 116.20	Gen Business: GF Checks
030706	Magnified Vision	\$ 3,430.00	Sped: Vision equipment
030707	MCI Communications Services	\$ 69.74	Long Distance Service
030708	Meininger Fire Protection Inc	\$ 280.00	Qtrly Fire Sprinkler Inspect.
030709	Menard Inc	\$ 132.23	Maint: Supplies & Parts
030710	Nebraska.gov	\$ 9.00	Drivers Record Checks

Ashland-Greenwood Public Schools' Claims
General Fund Claims
January 21, 2012

Check #	Vendor	Amount	Description
030711	Nebraska DOL /Office of Safety	\$ 252.00	Annual Boiler Inspect.
030712	Omaha Paper Co Inc	\$ 325.96	Paper Supplies
030713	One Source, Inc	\$ 43.00	Employee Background Checks
030714	Omaha Public Power District	\$ 9,047.35	All Areas: Electricity
030715	Pearson Education	\$ 709.00	HS Reg. Inst.: Textbooks
030716	Perry, Guthery, Haase & Gessf	\$ 770.00	Admin: Legal Fees
030717	Phi Delta Kappa, Int'l Hdqr	\$ 90.00	Supt: Member Dues
030718	Pitney Bowes Postage By Phone	\$ 500.00	All Areas: Postage
030719	Pitney Bowes Global Financial Serv	\$ 41.64	Gen Business: Supplies
030720	Platte Valley Sanitation Inc	\$ 325.00	Custodial: Waste Removal
030721	Ralston Public Schools	\$ 248.70	Sped: Hearing Services
030722	Katie Richards	\$ 130.50	Fall Activity Worker
030723	Saunders Medical Center	\$ 100.00	Transportation: Employee Physical
030724	Solution One	\$ 251.03	Instruction: Copier Use
030725	Sparkling Klean	\$ 5,696.00	Custodial: Janitor Services
030726	Saint Elizabeth Regional Medical Center	\$ 190.00	Pupil Support: MS Concussion
030727	Todd Valley Plbg. & Htg	\$ 31.61	Maintenance: Parts
030728	Trane U S Inc	\$ 4,700.00	Maintenance: Annual Contract
030729	Carol Tucker	\$ 152.25	Fall Activity Worker
030730	United Rental	\$ 320.71	Scissor Lift Rental
030731	U.S. Post Office	\$ 250.00	Postage
030732	Voyager Fleet Systems, Inc.	\$ 2,850.09	Transportation: Fuel
030733	Wahoo-Waverly-Ashland Newspapers	\$ 168.96	Board of Ed: Adv. & Printing
030734	Seth Wiese	\$ 36.25	Fall Activity Worker
030735	Beverly Wliggs	\$ 2,105.73	Occupational Therapy
030736	Williams Sales & Service	\$ 527.62	Transportation: Repairs 91 GM
030737	Windstream	\$ 373.99	Local Telephone Service

Incompletes

VISA	Supplies, Equipment
Father Flanagan's Boys' Home	December 2012 Tuition
Administrative Operations	Dues, Fees, Field Trips
Seminol/Post Rock	Natural Gas
U Save Foods Inc/Nash Finch	Supplies, Food
Payflex	Employee Benefit

Authorized By:

Bus Bid Due Date: January 8, 2013	Base Bid	Voluntary Alternate #1	Voluntary Alternate #2
CORNHUSKER INTL Alan Hine name	Hydraulic 59 81,500. Stock Unit	Hydro AIR Break 83955.36	deduct 97 Int'l (= \$1500)
Nebraska Central Spig Corey Sundberg	59 82,687.00	lift + 3400	deduct (1250) deduct .97. (-200) from Pick Up. prepay (\$1000)
Omaha Truck Co Steve Krainberg	85,670		deduct 97. (\$1800)

SimplexGrinnell Quotation

TO:
 Ashland-Greenwood Elementary
 1200 Boyd St
 Ashland-Greenwood Schools
 ASHLAND, NE 68003-1851

Project: Ashland Greenwood FACP
 Customer Reference:
 SimplexGrinnell Reference: 362409167
 Date: 11/21/2012
 Page 1 of 4

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	New System	
	New Material List	
1	4005-9101	LIFEALARM FACP 8 IDS 4 NAC BG
1	4005-9850	4005/4002 ADAPTER KIT BEIGE 2U
2	2081-9274	BATTERY 10AH
	Technical Services - New System	
	TECH LAB	TECHNICAL SERVICE

Total net selling price, FOB shipping point, \$4,050.00

Comments

Quote to replace existing 4002 FACP with new 4005 zoned fire alarm panel. Quote includes system recertification. No patching or painting if required is included. Sales tax is not included.

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 am. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

SALE AND INSTALLATION AGREEMENT (continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and

SALE AND INSTALLATION AGREEMENT
 (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#: 4829 S 115th St. OMAHA, NE 68137-2366 Telephone: (402) 339 4700 Representative: _____ _____	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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SimplexGrinnell Quotation

TO:
 Ashland-Greenwood Elementary
 1200 Boyd St
 Ashland-Greenwood Schools
 ASHLAND, NE 68003-1851

Project: Ashland Greenwood
 Customer Reference:
 SimplexGrinnell Reference: 362409166
 Date: 11/21/2012
 Page 1 of 4

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
New System		
New Material List		
82	4906-9127	HORN/STROBE MC RED
1	4009-9201	NAC EXTENDER 120VAC, IDNET
1	4009-9807	NAC CARD, 4PT, IDNET
9	4906-9101	STROBE MC RED
2	4905-9938	SYNC CONTROL MODULE NON-ADDRES
	Technical Services - New System	
	TECH LAB	TECHNICAL SERVICE
New System		
New Material List		
	DPSUB	SUBCONTRACTING LABOR

Total net selling price, FOB shipping point, \$15,895.00

Comments

Quote to replace horn / strobes and strobes in building so all devices are synchronized. All devices are to be placed in existing locations. This quote does not include any patching or painting at device locations. Existing wiring is to be re-used. This proposal will meet the requirements of items 24 and 25 on the order form from the State Fire Marshal. Sales tax is not included.

- Time-line - End of May - by May ; 4-5 completion
- STROBE Synchronization
- Silence alarm horns ; strobe still pass

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

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SALE AND INSTALLATION AGREEMENT (continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and

SALE AND INSTALLATION AGREEMENT (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#: 4829 S 115th St. OMAHA, NE 68137-2366 Telephone: (402) 339 4700 Representative: _____ _____	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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FIRE and SAFETY

EQUIPMENT COMPANY of LINCOLN, Inc.

2431 Fairfield, Suite 'A', Lincoln, Nebraska 68521 402 / 476-4646 800 / 228-4555 FAX 402 / 476-5268

PROPOSAL

11/20/2012

FOR: Ashland Greenwood Public School
1225 Clay Street
Ashland, NE 68003

PROJECT: New Voice FA system

<u>QTY</u>	<u>Part #</u>	<u>Description</u>		
1	MISC	Fike	\$ 20,178.38	\$ 20,178.38
1	Drafting	CAD Drawings for the building	\$ 2,625.00	\$ 2,625.00
1	Misc	Wire, raceway, wiremold, 120v circuits	\$ 2,187.50	\$ 2,187.50
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Material	24,990.88
Labor	11,200.00
Permits	250.00
TOTAL INVESTMENT - tax not included	\$36,440.88

TERMS:

All of the above work to be completed in a substantial and workmanlike manner for the above sum . The entire amount of contract to be paid after completion. Any alteration or deviation from the above specifications involving extra cost, material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

The Contractor agrees to pay all indebtedness incurred for labor, supplies, equipment, and materials furnished in performing the work called for by the contract documents and to carry Workman's Compensation and Public Liability Insurance.

Material stated above to remain the property of General Fire and Safety until paid in full. Prices quoted herein remain in effect for ninety days.

Respectfully submitted,

Jim Wacha, General Fire & Safety Equipment Company
Date 11/20/2012

ACCEPTANCE *Please sign, date and return one copy, keep the other copy for your records.*

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Company Date

2013 (proposed) BOARD COMMITTEES

BUILDING, GROUNDS & TRANSPORTATION COMMITTEE

Mel Cerny
Dave Nygren
Suzanne Sapp

PERSONNEL COMMITTEE

Kevin Garner
Karen Stille
Tom Walsh

FINANCE COMMITTEE

Dave Nygren
Karen Stille
Tom Walsh

CURRICULUM & AMERICANISM COMMITTEE

Mel Cerny
Kevin Garner
Suzanne Sapp

NON-CERTIFIED SALARY TEAM

Dave Nygren
Kevin Garner
Suzanne Sapp

CERTIFIED STAFF NEGOTIATIONS TEAM

Mel Cerny
Karen Stille
Tom Walsh

SAFETY AND SECURITY COMMITTEE

Kevin Garner

FOUNDATION BOARD OF DIRECTORS

Suzanne Sapp

STUDENT WELLNESS COMMITTEE

Karen Stille