



Ashland-Greenwood Public Schools
Board of Education Meeting
November 19, 2012
7:30 PM
Conference Room, High School
1842 Furnas Street
Ashland, NE 68003

1. Call to Order. Roll Call.
2. Acknowledgement of Open Meetings Law posting.
3. Pledge of Allegiance
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. 1-6)
 - b. Acceptance of Financial Reports (pgs. 7-16)
 - c. Action on Claims (pgs. 17-21)
 - d. Approval of Contract(s):
 - i. Boys Town (pg. 22)
7. Administrators' and Practitioners' reports
 - a. Ms. Finkey
 - b. Ms. Bray
 - c. Mr. Jacobsen
 - d. Dr. Kassebaum
8. Old Business
 - a. Discussion on Energy Management: Presentation by Mr. Eric Sherman.
 - b. Discussion and action on approval of the interlocal agreement with the City of Ashland. (pgs. 23-30)
 - c. Discussion and action on financial contribution towards the purchasing of lighting for the baseball field.

9. New Business

- a. Discussion and Action to hire long term substitute:
 - i. Ms. Wendy Hughes
- b. Discussion and Action to approve substitute:
 - i. Robyn Hilbers
- c. Action to accept School Audit.
- d. Discussion and action to approve contract with TRANE. (pgs. 31-44)
- e. Discussion and action to approve the hiring of assistant boys basketball coach for the 2012-2013 season.
- f. Discussion and preview of school calendar. (To Be Distributed)
- g. Discussion and Action to approve purchasing of Special Education Equipment. (pg. 45)
- h. Discussion on school bus purchase.

10. Informational items

- 11. The next meeting is set for Monday, December 17, 2012 at **5:00 PM** in the conference room at the Ashland-Greenwood High School; 1842 Furnas Street; Ashland, NE 68003. An agenda for the meeting shall be kept continuously current in the Office of the Superintendent of Schools at 1225 Clay Street in Ashland, NE 68003.

BOARD OF EDUCATION MEETING INFORMATION:

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

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

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:

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

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

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

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

REQUEST FOR CLOSED SESSIONS:

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

**Ashland-Greenwood Public Schools
Board of Education
Meeting Minutes
October 15, 2012**

Opening

A meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened open and public session on October 15, 2012

Attendance

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

Attendance Taken at 8:00 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 8:00 p.m. on 15th day of October, 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. Recognition of public participation.

Discussion:

No public was present to request participation.

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.

Motion Passed: New Business Item G, discussion and action to approve an assistant wrestling coach 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

6. Approval of Consent Agenda Items.

Motion Passed: Approval of consent agenda including previous board meeting minutes, current monthly financial statements for all accounts and current monthly claims for all accounts. No contracts were presented. passed with a motion by Kevin Garner and a second by Tom Walsh.

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

7. Administrators' and Practitioners' Reports

7.1. Ms. Finkey

Discussion:

Ms. Finkey presented a power point regarding the release of the Nebraska State of the Schools Report. Items reported are Federal Accountability, Adequate Yearly Progress, PLAS, Persistently Low Achieving Schools, and the new state accountability ratings. NePAS ranks all school districts and three level configurations. Each school district will be ranked on status, improvement, growth, participation and graduation rate. Mrs. Finkey provided explanation on the timeline of the information. Mrs. Finkey provided information to help board members be able to interpret results when reported.

Mrs. Finkey told board members that results were discussed with staff. Staff members were asked to celebrate the positive and recognize steps to be taken for improvement.

Discussion was held regarding the purposes behind the rankings and data analysis.

7.2. Ms. Bray

Discussion:

Mrs. Bray reported to the board that parent teacher conference are set for Tuesday and Wednesday. Staff is preparing for parents. Mrs. Bray invited the board to the Family Nature Night on October 23, 2012.

7.3. Mr. Jacobsen

Discussion:

Mr. Jacobsen provided a handout of student and staff activities at the middle/high school during October. Mr. Essman was present to report to the board along with Mr. Jacobsen on the Marzano training. Mr. Jacobsen reported that at the staff inservice day on Friday administrators reviewed and trained staff with the Marzano training strategies. He explained the Marzano techniques.

Mr. Essman also reported to the board on some examples of Marzano training which include goal settings. Daily Mr. Essman writes students' assignment on the board and includes goal setting.

Then during the lesson he focuses on that goal. One staff member uses a bulls eye target and uses it to review classroom goals Mr. Essman said the Marzano Academy has been great training and is very popular in many schools.

7.4. Dr. Kassebaum

Discussion:

Dr. Kassebaum reported that he felt the district is very focused and moving in the right direction for education.

Dr. Kassebaum reported that he had been working on goal development with administrators.

Dr. Kassebaum wanted to recognize the work Jill Finkey and Dana Allington had done on the NSSRS reporting. 854 PK-12 students and 827 students K-12 students.

Dr. Kassebaum reported that he had applied for School Growth Application. By applying for this and increase of 13 students will result in additional dollars in state aid.

Dr. Kassebaum commended the administrative staff in the decision to call the marching band contest this Saturday during the storm on Saturday.

Eric Sherman will report to the board in November.

8. Old Business

8.1. Discussion on the proposed interlocal agreement with City

Discussion:

Dr. Kassebaum presented the proposed interlocal agreement with the City. He highlighted items in the interlocal agreement including maintenance of the fields to be split 80% City, 20% School District, the school will responsible for prep during the season and provisions for termination and disposition of property in the event of termination of the agreement. Discussion was held. Dr. Kassebaum asks board members for input. A proposal will be brought back to the board at the November meeting.

8.2. Discussion and presentation of information on secured entrance system at Elementary School

Discussion:

Mrs. Bray reported that she is actively working to collect bids for a secured entrance system at the Elementary School.

8.3. Discussion and action to approve contact with No Limit Tree Service

Motion Passed: Approval of contract with No Limit Tree Service for tree removal for \$2200.00 passed with a motion by Kevin Garner and a second by Melvin Cerny.

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

8.4. Discussion and action to approve revised interlocal agreement with Saunders County in relation to the ARRIVE Program

Motion Passed: Approval of the revised ARRIVE interlocal agreement with Saunders County passed with a motion by Suzanne Sapp and a second by Karen Stille.

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

8.5. Discussion on join purchase of lighting for baseball field

Discussion:

Dr. Kassebaum provided a lease purchase proposal between the \$117,900 for the City, \$39,000 for the School District which is 25%.

Suzanne Sapp brought up discussion regarding the split of prior purchases at the ball fields made by the district and the city's portion. Sapp also stated that we may need to include a budget item yearly to plan for these items.

Kevin Garner stated he feels this is a window of opportunity being offered by the city for lights.

Discussion was held on the positive of planning with the city, school and AYBA.

This matter will be brought back at the next board meeting.

8.6. Discussion on Roof Asset Management Program

Discussion:

Dr. Kassebaum reported on the leaks taking place at the middle/high school building where the new additions tied into the existing building. Kassebaum has had a roofing company analyze our roofing. A meeting is scheduled with the Scott Enterprises, Kingery and BCDM to discuss this matter. Dr. Kassebaum will keep the district apprised of this situation and how we will correct the situation.

9. New Business

9.1. Discussion and action to recognize AGEA as the exclusive bargaining agent for certified teaching staff members teaching 1/2 time or more

Motion Passed: Approval to recognize AGEA as the exclusive bargaining agent for certified teaching staff members teaching 1/2 time or more for the 2014 -2015 year 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

9.2. Discussion and action to re-affirm policy 5415

Discussion:

Dr. Kassebaum announced October is National Bully Prevention Month and this is a good time to re-affirm policy 5415.

Motion Passed: Approval to review and re-affirm policy 5415 passed with a motion by Melvin Cerny and a second by Karen Stille.

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

Karen Stille	Yes
Tom Walsh	Yes

9.3. Discussion and action to approve revised policy 6115

Discussion:

This is the policy to include language to say the pledge of allegiance daily.

Motion Passed: Approval of revised policy 6115 passed with a motion by Melvin Cerny and a second by Karen Stille.

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

9.4. Discussion and action to approve 403 (b) Amendment for HEART and WRERA

Discussion:

This amendment was recommended for employers to address benefits for service people regarding wages and benefits.

Motion Passed: Approve 403(b) Amendment for HEART and WRERA with the exception of changing the default of 2.1 a passed with a motion by Kevin Garner and a second by Melvin Cerny.

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

9.5. Discussion and action to provide financial assistance to four students attending National for Horse Judging

Motion Passed: Approval of \$250.00 for each student qualifying for FFA National; Summer Craft, Kendall Riecken, Marisa Rogers, and McKenzie Rogers passed with a motion by Karen Stille and a second by Suzanne Sapp.

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

9.6. Discussion and action on approval of an assistant wrestling coach

Motion Passed: Approval of Jake Nichelson as an assistant wrestling coach passed with a motion by Suzanne Sapp and a second by Tom Walsh.

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

10. Informational Items

Discussion:

Suzanne Sapp brought to discussion the National Convention to be held in San Diego April 13 through April 15 and wondered if there was any board interest.

10.1. NASB State Convention: November 16, 17 and 18, 2012

11. Request to move to closed session: Personnel and evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law

Motion Passed: Approval of entry to closed session at 9:50 p.m. for discussion strategy session in regard to collective bargaining for protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law passed with a motion passed with a motion by 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

12. Reconvene

Discussion:

The board reconvened from closed session at 10:24 p.m.

13. Call for Next Meeting

Discussion:

The next meeting is set for Monday, November 19, 2012 at 7:30 p.m. All meetings are held in Ashland-Greenwood Middle/High School, Conference Room at 1842 Furnas Street, Ashland, NE 68003. Notice of the meeting are posted in advance in the Superintendent's Office, 1225 Clay Street, Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Centennial Bank, 2433 Silver St., Ashland, NE. All meetings are open to the public. An agenda for the meeting shall be kept continuously current in the Office of the Superintendent of Schools at 1225 Clay Street.

14. Adjournment.

Discussion:

The meeting adjourned at 10:26p.m

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

MONTH ENDING Oct-12

GENERAL FUND

Beginning Balance		\$	4,765,183.60
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RECEIPTS

10/10/12 State of NE, Title I	\$	42,423.00		
10/10/12 Sarpy County, Property taxes	\$	1.33		
10/10/12 Village of Greenwood Tob & Liq Fees	\$	1,300.00		
10/11/12 Saunders Co	\$	23,251.60		
10/11/12 Saunders Co Fines	\$	2,670.40		
10/11/12 Saunders CO MV	\$	9,246.88		
10/12/12 State of NE IDEA 11-12	\$	61,891.00		
10/12/12 State of NE IDEA 11-12	\$	42,541.00		
10/17/12 HAL - Base 12-13	\$	2,176.00		
10/17/12 HAL - Matching 12-13	\$	5,376.00		
10/17/12 Cass County Property Taxes	\$	8,496.12		
10/17/12 Cass County Fines	\$	1,339.63		
10/17/12 Cass County MV Fees	\$	8,599.27		
10/18/12 Student - wood shop equipment donation	\$	61.00		
10/19/12 NASB MAAPsNASBMC	\$	8,344.13		
10/31/12 State of NE State Aid	\$	233,770.90		
10/29/12 Saunders County Property Taxes	\$	24,681.86		
10/29/12 Saunders County MV Fees	\$	11,490.14		
10/29/12 SaundersCounty Pro Rate MV	\$	962.96		
10/31/12 Cass County Property Taxes	\$	5,477.70		
10/31/12 Interest	\$	26.98		
10/22/12 NLAF CD Interest	\$	59.11		
10/22/12 Centennial Bank CD Interest	\$	610.93		
10/30/12 F& M CD Interest	\$	1,052.93		
Total			\$	495,850.87
			\$	5,261,034.47

DISBURSEMENTS

Oct Claims	\$	655,895.00		
Refunds	\$	(2,634.13)		
Total			\$	653,260.87
			\$	4,607,773.60

ENDING BALANCE

	\$	4,607,773.60
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RECONCILIATION

NLAF Liquid Balance	\$	2,322,279.35
Plus: F& M Bank Balance	\$	853,514.74
Plus General Fund Investments	\$	1,434,365.84
Less: Outstanding Claims	\$	2,386.33

Reconciled Balance	\$	4,607,773.60
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\$	4,607,773.60
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ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

MONTH ENDING Oct-12

ADMINISTRATIVE OPERATIONS ACCOUNT

Beginning Balance			\$	948.51
<u>RECEIPTS</u>				
GF Deposit	\$	853.93		
Total			\$853.93	\$ 1,802.44
<u>DISBURSEMENTS</u>				
10/1/12 Saunders County Trailer Title/License/Tire Fee	\$	14.00		
10/3/12 R Kissell, Custodial Mileage	\$	9.24		
10/3/12 M Hohensee, Bus Permit License	\$	7.50		
10/9/12 R Wiese, Pupil Support Mileage	\$	271.70		
10/16/12 Z Kassebaum, Supt: Mileage	\$	26.40		
10/16/12 C Caswell, Guidance Mileage	\$	27.18		
10/16/12 M Flynn Sec Instruction Mileage	\$	39.60		
10/18/12 J Finkey, Mileage	\$	134.20		
10/23/12 P Yardley, Title I Mileage	\$	39.60		
10/23/12 USPO, Supt Off: Annual Bulk Permit	\$	190.00		
10/31/12 J Wagner, Bd of Ed Supplies	\$	5.96		
Total			\$765.38	\$ 1,037.06
Ending Balance				\$ <u>1,037.06</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	1,109.02		
Less: Claims Outstanding	\$	71.96		
Reconciled Balance	\$	1,037.06		\$ <u>1,037.06</u>

PAYROLL ACCOUNT

Beginning Balance			\$	15,541.74
<u>RECEIPTS</u>				
General Fund	\$	448,113.07		
Hot Lunch	\$	15,487.44		
FM National Bank: Interest	\$	4.12		
Emp Monthly Prem	\$	2,080.84		
Total			\$ 465,685.47	\$ 481,227.21
<u>DISBURSEMENTS</u>				
Net Payroll	\$	284,265.55		
Retirement		\$79,175.08		
State Tax Withholdings	\$	12,968.74		
Federal/FICA Taxes	\$	87,305.94		
Retiree Life Insurance Mo. Premium	\$	180.00		
Emp Health Insurance Mo Premium	\$	1,052.10		
Total			\$ 464,947.41	\$ 16,279.80
Ending Balance				\$ <u>16,279.80</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	16,279.80		
Claims Outstanding	\$	-		
	\$	16,279.80		
Receipts Outstanding	\$	-		
Reconciled Balance	\$	16,279.80		\$ <u>16,279.80</u>

EMPLOYEE BENEFIT (SECTION 125) ACCOUNT

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

MONTH ENDING Oct-12

Beginning Balance			\$	27,519.26
<u>RECEIPTS</u>				
Employee Payroll Deposit	\$	10,671.31		
Centennial Bank: Interest	\$	0.60		
Total			\$	10,671.91
			\$	38,191.17
<u>DISBURSEMENTS</u>				
10/4/12 Payflex, Employee Benefit	\$	4,042.16		
10/11/12 Payflex, Employee Benefit	\$	1,600.81		
10/18/12 Payflex, Employee Benefit	\$	4,738.89		
10/25/12 Payflex, Employee Benefit	\$	498.65		
Total			\$	10,880.51
			\$	27,310.66
Ending Balance			\$	<u>27,310.66</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	27,310.66		
Outstanding Claims				
Reconciled Balance	\$	27,310.66		<u>\$ 27,310.66</u>

SPECIAL BUILDING ACCOUNT

Beginning Balance			\$	1,001,682.19
<u>RECEIPTS</u>				
Repayment of Interfund Loan	\$	72,610.00		
F& M Interest	\$	99.53		
NLAF - Money Market: Interest	\$	4.75		
Total			\$	72,714.28
			\$	1,074,396.47
<u>DISBURSEMENTS</u>				
10/15/12 BCDM, Architect Services	\$	1,220.55		
10/15/12 Kingery Construction, Construction Manager	\$	11,326.45		
10/15/12 Concrete Industries, Inc, Reinforcing Steel & Mes	\$	57.46		
10/15/12 Gana Trucking & Excav., Site & Earth Work	\$	29,632.50		
10/15/12 Interior Systems, Inc., Drywall	\$	8,360.10		
10/15/12 Kingery Construction, Kingery Small Contracts	\$	1,611.00		
10/15/12 Millard Lumber Inc, Finish Work	\$	109.21		
10/15/12 Security Fence, Inc., Fencing	\$	1,780.20		
10/15/12 TSI MECHANICAL LLC, Plumbing & Ventilation	\$	8,797.27		
Total			\$62,894.74	\$ 1,011,501.73
Ending Balance				<u>\$ 1,011,501.73</u>
<u>RECONCILIATION</u>				
F&M Bank Balance	\$	611,819.39		
NLAF #9300590 Balance	\$	399,682.34		
Outstanding Claims	\$	-		
Reconciled Balance	\$	1,011,501.73		<u>\$ 1,011,501.73</u>

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

MONTH ENDING Oct-12

QUALIFIED CAPITAL PURPOSE FUND

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

DEPRECIATION FUND

Beginning Balance			\$	338,874.34
<u>RECEIPTS</u>				
F&M National Bank, Interest	\$	28.78		
Total			\$	28.78
			\$	338,903.12
<u>DISBURSEMENTS</u>				
Total			\$	-
			\$	338,903.12
Ending Balance			\$	338,903.12
<u>RECONCILIATION</u>				
F & M Bank Balance	\$	338,900.71		
NLAF Balance	\$	2.42		
Less: Outstanding Claims	\$	-		
	\$	338,903.13		
Reconciled Balance	\$	338,903.13	\$	338,903.13

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

MONTH ENDING Oct-12

STUDENT FEE FUND

Beginning Balance			\$	4,645.82
<u>RECEIPTS</u>				
Interest	\$	0.11		
Total			\$	0.11
			\$	4,645.93
<u>DISBURSEMENTS</u>				
Disbursements	\$	426.00		
Total			\$	426.00
Ending Balance			\$	<u>4,219.93</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	4,707.93		
Claims Outstanding	\$	148.00		
Misdirected Deposit	\$	(340.00)		
Reconciled Balance	\$	<u>4,219.93</u>		\$ <u>4,219.93</u>

HOT LUNCH ACCOUNT

		Beginning Balance		\$	56,387.88
<u>RECEIPTS</u>					
Student and Staff Deposits	\$	18,670.21			
Online Student Deposits	\$	8,614.74			
Federal & State Reimbursement	\$	17,684.97			
F&M National Bank: Interest	\$	5.18			
Vending Proceeds	\$	207.29			
Total			\$	45,182.39	\$ 101,570.27
<u>DISBURSEMENTS</u>					
Wages & Benefits	\$	15,746.69			
Food/ Supplies/ Contracted Services	\$	31,137.28			
Total			\$	46,883.97	\$ 54,686.30
Ending Balance					\$ <u>54,686.30</u>
<u>RECONCILIATION</u>					
Bank Balance	\$	54,493.52			
Claims Outstanding	\$	453.22			
	\$	<u>54,040.30</u>			
Receipts Outstanding	\$	646.00			
Reconciled Balance	\$	<u>54,686.30</u>			\$ <u>54,686.30</u>
Student and Staff Deposits Held on Account - End of Month			\$	14,850.45	

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

MONTH ENDING Oct-12

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

\$ 250,000.00

FARMERS AND MERCHANTS BANK

FDIC INSURANCE

\$ 250,000.00

Pledged Safekeeping Security

Various pledged amounts at Agencies, Municipals, SBA, CD's etc,
monitored by: Farmers Merchant Bank

Total Face Value

Actual Value

\$ 3,415,516.00

\$ 2,845,516.00

Total Secured

\$ 3,095,516.00

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Oct-12

				<i>Beginning Balance</i>		\$ 72,145.47
<i>Date</i>	<i>Check #</i>	<i>Payee</i>	<i>Description</i>	<i>Receipt</i>	<i>Disbursed</i>	<i>Balance</i>
ATHLETICS						\$ 1,602.51
10/1/12		GATE	AGHS VB TOURNEY	\$ 611.00		
10/2/12		GATE	SB vs Gretna & Conestoga	\$ 295.00		
10/2/12		GATE	JBFB v Milford	\$ 190.00		
10/2/12	011116	Sara Kopf	Varsity FB officia		\$ 200.00	
10/2/12	011117	Sara Kopf	HS VB oFF 10-4		\$ 240.00	
10/2/12	011123	Arlid Johnson	Varsity FB Off 10-5		\$ 375.00	
10/2/12	011124	Nebraska Sports	Fall/Winter Supplies/Equip		\$ 5,050.12	
10/2/12	011125	Sara Kopf	10-5 Varsity VB officia		\$ 240.00	
10/2/12	011126	Lindsey Lindner	10-22 Varsity VB officia		\$ 240.00	
10/2/12	011127	Kris Mortensen	10-12 Varsity FB Off		\$ 375.00	
10/2/12	011130	All American Sports	FB equip & supplie		\$ 412.38	
10/2/12	011131	Ken Scheel	10-2HS VB official		\$ 240.00	
10/2/12	11043	Crete Public Schools	Return Fee for SB Tournament 8-14-2012		\$ (75.00)	
10/3/12		GATE	HS VB v Yutan	\$ 275.00		
10/5/12		Gate	HS VB Plattevw & R Centr	\$ 194.00		
10/5/12		Gate	C FB v Syracuse	\$ 110.00		
10/5/12		Various	Varsity VB Trny Entry Fees	\$ 300.00		
10/5/12		Various	C VB Trny Entry Fees	\$ 380.00		
10/9/12		GATE	FB vs Loganview	\$ 1,108.00		
10/9/12		GATE	MS VB vs Conestoga	\$ 173.00		
10/10/12		GATE	MS FB vs Wahoo	\$ 340.00		
10/12/12		GATE	C Team FB vs Walton	\$ 92.00		
10/15/12		GATE	FB vs Lincoln Lutheran	\$ 1,444.75		
10/15/12	011136	U Save Foods Inc	Supplies		\$ 62.04	
10/15/12	011139	Seward High School	District Track Fee Spring 2012		\$ 50.00	
10/15/12	011135	Sean Johnston	FB officials		\$ 955.00	
10/16/12		GATE	JV FB vs Ft. Calhoun	\$ 234.00		
10/22/12	011143	Centennial Bank	Gate Cash		\$ 80.00	
10/22/12	011146	Nebraska Sports	Basketball Shooting Shirts		\$ 537.99	
10/22/12	011148	Nebraska School Act	NSAA Meeting Fees		\$ 40.00	
10/22/12	011149	Odeys Field Experts	Football Field paint		\$ 432.00	
10/23/12		Gate	VB vs Syracuse & DC West	\$ 420.00		
10/24/12		Gate	VB vs Mercy	\$ 412.00		
10/25/12	011151	Jeff Graver	FB plyff officials		\$ 335.00	
10/26/12		GATE	C FB Playoffs vs Syracus	\$ 2,857.90		
TOTALS				\$ 9,436.65	\$ 9,789.53	\$ 1,249.63
ALUMNI DIGITAL DISPLAY						\$ 1,758.03
				\$0.00	\$ -	\$ 1,758.03
BAND						\$ 2,138.65
10/15/12	011133	Band Shoppe	Supplies		\$ 389.35	
10/22/12	011147	Menard Inc	Supplies		\$ 199.76	
TOTALS				\$ -	\$ 589.11	\$ 1,549.54

**FINANCIAL STATEMENT
ACTIVITY FUND**
FOR MONTH ENDING Oct-12

CLASS OF 2012							\$	-
TOTALS				\$	-	\$	-	\$ -
SENIORS <i>(created 7-2012)</i>							\$	2,294.88
				\$	-	\$	-	\$ 2,294.88
DRAMA							\$	2,915.44
10/22/12	011150	Playscripts, Inc	One Act Suppleis			\$	87.56	
				\$	-	\$	87.56	\$ 2,827.88
ELM BOOK FAIR							\$	945.46
TOTALS				\$	-	\$	-	\$ 945.46
ELM STAFF							\$	2,578.77
10/19/12		Pepsi	Vending Proceeds	\$	32.43			
10/18/12		First Choice	Snack Vending Proceeds	\$	13.45			
TOTALS				\$45.88		\$	-	\$ 2,624.65
ELM STUDENT COUNCIL							\$	5,992.45
10/4/12		Nash Finch	Labels for Learning	\$	84.50			
10/15/12	011137	Reid's Variety	Supplies			\$	37.00	
10/15/12	11136	U Save Foods Inc	Supplies			\$	67.58	
TOTALS				\$	84.50	\$	104.58	\$ 5,972.37
FBLA							\$	1,830.62
10/9/12		Various	Bake Sale proceeds	\$	250.95			
10/15/12	11136	U Save Foods Inc	Supplies			\$	34.37	
10/22/12	011144	FBLA	Initial Membership Dues			\$	70.00	
TOTALS				\$	250.95	\$	104.37	\$ 1,977.20

**FINANCIAL STATEMENT
ACTIVITY FUND**
FOR MONTH ENDING Oct-12

FFA				\$ 20,502.97		
10/2/12	011118	FFA Conv. Tour-NE	FFA Early Bus Bill	\$	1,228.00	
10/2/12	011119	Abante LLC	FFA Embroidery on Shirts	\$	77.20	
10/2/12	011120	AnnaLisa Estrela	FFA Supplies	\$	41.45	
10/2/12	011121	FFA Conv. Tour-NE	FFA Convention fees	\$	4,757.00	
10/2/12	011128	Nebraska FFA A	Membership FFA dues	\$	882.00	
10/5/12		Students	FFA T Shirts	\$	90.00	
10/5/12		Students	Natl Convention Payment	\$	200.00	
10/5/12		Students	Jackets	\$	303.50	
10/5/12		Student	Natl Convention Payment	\$	200.00	
10/5/12		Student	Natl Convention Payment	\$	1,000.00	
10/5/12		Various	T-Shirts	\$	135.00	
10/9/12		Student	Jacket Order	\$	62.50	
10/9/12		Various	T-Shirts	\$	45.00	
10/9/12		Various	T-Shirts	\$	30.00	
10/9/12		Student	Jacket Order	\$	52.00	
10/10/12		Various	T-Shirts	\$	30.00	
10/11/12		Student	T-Shirts	\$	15.00	
10/11/12		Student	Natl Convention Payment	\$	200.00	
10/12/12		Student	T-Shirts	\$	15.00	
10/15/12	011136	U Save Foods Inc	Supplies	\$	50.26	
10/16/12		Various	T-Shirts	\$	45.00	
10/16/12	011141	VISA	Montana Silversmiths-Belt Buckles	\$	510.91	
10/17/12		Student	T-Shirts	\$	15.00	
10/17/12		General Fund	Reimb. 4 Natl Qualifiers	\$	1,000.00	
10/22/12	011142	Abante LLC	Shirts	\$	582.00	
TOTALS				\$	3,438.00	\$ 8,128.82 \$ 15,812.15
HONOR SOCIETY						\$ 764.87
TOTALS				\$0.00	\$ -	\$ 764.87
HS STUDENT COUNCIL						\$ 2,032.32
TOTALS				\$ -	\$ -	\$ 2,032.32
MS/HS STAFF						\$ 1,662.85
10/2/12	011122	GovConnection Inc.	TV wall Mount	\$	80.67	
10/2/12	011132	Tech Depot	HDTV	\$	483.52	
TOTALS				\$ -	\$ 564.19	\$ 1,098.66
MS STUDENT COUNCIL						\$ 1,080.45
TOTALS				\$ -	\$ -	\$ 1,080.45
PROM ACCT (established 7-2012)						\$ 5,865.00
10/2/12		Students	Magaine Sales	\$	163.00	
10/19/12		Great Amer. Opport.	Magazine Sales	\$	222.40	
10/22/12	011145	Great Amer. Opport.	Magazine Sales			\$ 3,707.11
TOTALS				\$ 385.40	\$ 3,707.11	\$ 2,543.29

**FINANCIAL STATEMENT
ACTIVITY FUND**
FOR MONTH ENDING Oct-12

SCHOOL STORE				\$	186.10
TOTALS				\$	-
SHOP				\$	22.85
TOTALS				\$	-
SPANISH CLUB				\$	499.11
TOTALS				\$	-
SPIRIT SQUAD				\$	6,051.22
10/2/12	011129	Reid's Variety	Supplies	\$	35.65
10/15/12	011140	Ashland Subway	Sandwich Certificate	\$	300.00
10/15/12	011134	Mary Ziegenbein	Homecoming supplies	\$	549.48
10/18/12		Various	Pom Pom money	\$	381.50
TOTALS				\$	381.50
TALENTED/GIFTED ACTIVITES (Formerly OM)				\$	885.13
TOTALS				\$	-
SPEECH				\$	2,862.86
TOTALS				\$	-
VOCAL MUSIC				\$	3,909.96
10/15/12	011138	Rodgers & Hammers Play scripts		\$	16.00
TOTALS				\$	16.00
YEARBOOK/ANNUAL				\$	0.00
10/3/12		Various	Yrbook Ad Sales	\$	212.00
10/11/12		Various	Ad Sales	\$	120.00
10/17/12		Various	Yearbook/ Ad Sales	\$	244.00
TOTALS				\$	576.00
INTEREST				\$	-
10/31/12		Centennial Bank	Interest	\$	1.58
TOTALS				\$	1.58
ACTIVITY FUND TOTALS ALL ACCOUNTS				\$	14,600.46
				\$	23,976.40
				\$	62,769.53

Ending Balance	\$ 62,769.53
Plus: Outstanding Checks	\$ 1,801.80
Less: Outstanding Receipts	
Misdirected Deposit	\$ 340.00
Equals: Bank Balance	<u>\$ 64,231.33</u>

**October 2012 Incomplete
General Fund Disbursements**

Check	Payable to		Amount	Description
030486	AG Activities Acct	\$	1,000.00	National Qualifyers FFA
030487	PayFlex Systems USA Inc	\$	306.80	Employee Benefit
030488	Seminole	\$	406.94	September Billing

Authorized by:

Ashland-Greenwood Public Schools' Claims
 General Fund Claims
 November 19, 2012

Check #	Vendor	Amount	Description
030489	AG Payroll Acct	\$ 283,380.15	Net Payroll
030490	AGEA	\$ 2,592.00	Employee Dues
030491	Blue Cross and Blue Shield	\$ 84,508.86	Payroll Employee Health Ins
030492	Centennial Bank	\$ 10,646.26	Payroll Section 125 Deduct
030493	DISCOVER	\$ 447.98	Employee Garnishment
030494	Guardian	\$ 823.86	Payroll Employee Life Prem
030495	Madison National Life	\$ 1,139.88	Payroll LTD Insurance Prem
030496	MidAmerica 403b	\$ 1,965.00	Payroll Annuity Deduction
030497	AG Payroll Acct	\$ 13,167.00	Payroll State Tax Wthhldg
030498	AG Payroll Acct	\$ 87,407.81	Payroll Federal Tax Wthhldg
030499	Retirement	\$ 78,973.18	Payroll Retirement Wthhldg
030500	TheStandard	\$ 817.40	Employee Vision Plan
030501	Tyler Williams	\$ 1,000.00	Tree Trimming/Removal
030502	Accurate Locksmiths	\$ 10.05	Maintenance: Keys
030503	Advance Education, Inc.	\$ 425.00	Title II A: SIP WS fee
030504	ASCD	\$ 79.00	Instruction: ASCD renewal
030505	Ashland Auto Parts	\$ 298.16	Transportation:Parts/Supplies
030506	Ashland Disposal Service	\$ 215.00	Custodial: Waste Removal
030507	Ashland Gaz/Wah-Wav-Ash News	\$ 29.00	Mshs Guidance: Periodical
030508	Blackboard Connect Inc	\$ 2,218.50	Instruction: Alert Now Renewal
030509	Maris Buller	\$ 640.00	Sped: Respiratory Services
030510	Brooke L Cheleen	\$ 734.32	Physical Therapy
030511	City Of Ashland	\$ 2,583.25	All Areas: Water & Sewer
030512	Cornhusker State Industries	\$ 295.00	Supt Off: Computer Equip
030513	Cornhusker International Trucks, Inc.	\$ 241.46	Transportation: Parts
030514	Sam Crisler	\$ 87.00	Fall Activity Worker
030515	Datavision	\$ 5,223.75	Inst. Tech.: Computer Service
030516	Eddie Lawn Service, LLC	\$ 325.00	Maint: Field Fall Application
030517	Electronic Sound, Inc.	\$ 480.00	Service Call Phones/Security Cameras
030518	Esu #2	\$ 13,449.80	Yrly Admin Services/ Qtrly Speech
030519	Karen Fricke	\$ 74.31	Fall Activity Worker
030520	GovConnection Inc.	\$ 228.71	K-5 Inst. Tech.: Supplies
030521	Grainger	\$ 105.69	Maintenance: Supplies
030522	Janette Harms	\$ 76.13	Fall Activity Worker
030523	Tiffany Harms	\$ 10.88	Fall Activity Worker
030524	HARRIS	\$ 472.00	Tax Forms
030525	Hewlett-Packard Company	\$ 7,797.00	LapTop Bags
030526	Howard, Lori	\$ 27.19	Fall Activity Worker
030527	Inland Truck Parts & Service	\$ 584.88	Transportation: Repairs
030528	Jostens Diploma Division	\$ 407.30	Instruction: 2013 Diplomas
030529	Stormi Kissel	\$ 624.00	Flag Corp Coordinator
030530	Danielle Kleber	\$ 1,530.00	Pupil Support: FB Trainer
030531	Lincoln Public Schools	\$ 750.00	Instruction: DL Tuition Sem.
030532	Matheson Tri-Gas, Inc/Linweld	\$ 48.92	Monthly Gas Supply

Ashland-Greenwood Public Schools' Claims
 General Fund Claims
 November 19, 2012

Check #	Vendor	Amount	Description
030533	Douglas S Loftus	\$ 490.00	Maintenance: Rentals
030534	MCI Communications Services, Inc.	\$ 112.33	Long Distance Service
030535	Meininger Fire Protection Inc	\$ 280.00	Custodial: Service
030536	Menard Inc	\$ 565.98	Instruction: Supplies
030537	MidAmerica Admi & Retirement Sol	\$ 125.00	403 b Third Party Admin.
030538	Midwest Technology Prod & Ser	\$ 175.23	Industrial Tech: Supplies
030539	MT Library Serv. DBA Junior Lib.	\$ 1,197.00	HS Media: Books
030540	NASB	\$ 1,107.00	Board of Ed: Regist. Fees
030541	NE Council of School Admin.	\$ 335.00	Curr. Sup.: Dues
030542	Nebraska.gov	\$ 219.00	Admin: Driver Record Checks
030543	Nebraska Sprinkler	\$ 200.00	Maintenance: Labor
030544	NECO	\$ 202.50	Custodial: Building Security
030545	NE Association for the Gifted	\$ 145.00	Title II A: SIP WS
030546	Nicholson & Associates	\$ 39.95	Transportation: Ann. Mbrship Fee
030547	Katelyn Nygren	\$ 10.88	Fall Activity Worker *
030548	Omaha Paper Co Inc	\$ 281.77	Newsletter Paper
030549	Omaha Performing Arts Society	\$ 272.00	ELEM instruction: Vocal Music Trip
030550	Omaha Symphony Assoc	\$ 227.50	Instruction: Vocal Music Trip
030551	One Source, Inc	\$ 23.00	October Background checks
030552	Omaha Public Power District	\$ 10,862.27	All Areas: Electricity
030553	Perry, Guthery, Haase & Gessf	\$ 1,624.00	Admin: Legal Services
030554	Jacob Petersen	\$ 25.38	Fall Activity Worker
030555	Debbie Pike	\$ 41.69	Fall Activity Worker
030556	Pitney Bowes Postage By Phone	\$ 500.00	All Areas: Postage
030557	Pitsco Inc	\$ 243.00	Industrial Tech: Supplies
030558	Platte Valley Sanitation Inc	\$ 325.00	Custodial: Waste Removal
030559	Playscripts, Inc	\$ 48.09	Instruction: Playscripts
030560	Quill Corp	\$ 166.19	Instruction: Supplies
030561	Nancy Ray	\$ 50.75	Fall Activity Worker
030562	Marisa Rogers	\$ 18.13	Fall Activity Worker
030563	School Specialty	\$ 684.26	Reg. Instr.: HS Art Curriculum
030564	Solution One	\$ 420.97	Instruction: Copier use and supplies
030565	Southeast Community College	\$ 92.65	Instruction: SENCAP books
030566	Sparkling Klean	\$ 5,696.60	Custodial: Janitorial Service
030567	Strength Tracker-Tom Kotara	\$ 100.00	Instruction: PE on-line acces
030568	Todd Valley Plbg. & Htg	\$ 29.73	Maintenance: Supplies
030569	Haley Urwin	\$ 39.88	Fall Activity Worker
030570	United States Academic Decathlon	\$ 685.30	Instr: Supplies AcaDeca
030571	U.S. Post Office	\$ 250.00	Bulk Mail Account
030572	Utah State University/TAESE	\$ 430.00	Title II A: WS reg.
030573	Jake Vavak	\$ 87.00	Fall Activity Worker

Ashland-Greenwood Public Schools' Claims
 General Fund Claims
 November 19, 2012

Check #	Vendor	Amount	Description
030574	Jeb Vavak	\$ 63.44	Fall Activity Worker
030575	Voss Electric Co	\$ 374.37	Maint: Supplies
030576	Voyager Fleet Systems, Inc.	\$ 4,784.20	All Areas: Fuel
030577	Wahoo-Waverly-Ashland Newspapers	\$ 189.01	Board of Ed: Advertising & Printing
030578	Andrea Wiese	\$ 39.88	Fall Activity Worker
030579	Karen Wiese	\$ 103.31	Fall Activity Worker
030580	Beverly Wiggs	\$ 4,384.81	Occupational Therapy
030581	Williams Sales & Service	\$ 1,898.62	GMC Converter Replace. Bus Repairs
030582	Dana F Cole & Co., LLP	\$ 3,800.00	District Audit

* *denotes conflict of interest*

Incompletes

Seminole/Post Rock
 No Frills
 No Frills
 Father Flanagan's Boys Home
 Windstream
 Payflex
 Administrative Operations
 VISA
 Williams Sales & Service
 Jennifer S Haralson

October Service
 September Billing
 October Billing
 October Billing
 Local Telephone Service
 Employee Benefit
 Dues, Fees, Travel Fees
 Supplies, Equipment
 Qtrly Bus Inspections
 Sped: Visually Impaired Servic

Authorized by:

**Ashland-Greenwood Public Schools
Special Building Disbursements - November 19, 2012**

Page

Check	Payable to	Amount	Description	Date
001406	BCDM	1634.21	Architect Services	11/19/2012
001407	Kingery Construction	4216.19	Construction Management	11/19/2012

*** This list will be updated prior to the board meeting.*

Authorized by:

**Contract for Educational Services
Program: Level III School Services**

Student: [REDACTED] **Special Education:** Yes
DOB: 09/11/1996 **Grade:** 10
Services begin date: 05/11/2011
Parent/Guardian: [REDACTED]
Address: 2102 Furnas Street
City/State/Zip: Ashland, NE 68003

This agreement is entered into by and between **Ashland Greenwood Middle and High School** ("Resident District/Sending Agency") and Father Flanagan's Boys' Home, (FFBH) effective **11/02/2012**. The parties hereby do consent and agree to the following conditions:

Condition I

FFBH schools shall provide educational services for the student in accordance with all applicable statutes, rules and regulations of the State of Nebraska.

- FFBH schools will be responsible for an annual I.E.P., evaluations and updates where applicable.

Condition II

The cost of services shall be paid by the undersigned District/Agency.

- A. The 2012-13 daily rate for providing educational services is \$124.25 and may be adjusted for subsequent school years. Prompt notification will be made should the rates change.
- B. Services will be billed monthly to the District/Agency and are based on FFBH school calendars. District/Agency shall remit payment within thirty (30) days of receipt of invoice.
- C. This Contract will automatically be renewed if the student is still receiving educational services across school calendar years and/or across FFBH programs.

Condition III

Either party may terminate this contract at anytime.

Condition IV

If the District/Agency is aware of any relevant state statute, administrative or municipal regulation, rule, or any other authoritative order that would affect the terms of this agreement or would place any additional requirements on the part of FFBH, the District/Agency must notify FFBH immediately, but in no event later than thirty-six (36) hours after discovery, to ensure that FFBH has adequate time to respond to such a statute, regulation, rule, or order, or to terminate the contract.

Signed:

Daniel L. Daly, Ph.D. Executive V.P. and Director of Youth Care

November 6, 2012
Date

Signed:

Authorized Designee (Resident District/Sending Agency)

Date

Please sign, retain a copy for your records and return in the enclosed envelope, or mail to:
Father Flanagan's Boys' Home
Attn: Tanya Shaw
Youth Care Building
13603 Flanagan Boulevard
Boys Town, Nebraska 68010
p. 402-498-3204 f. 402-498-1925

Billing Contact: _____
Billing Address: _____
Billing Phone: _____

**INTERLOCAL AGREEMENT
BALL FIELD USE AND MAINTENANCE AGREEMENT**

This Agreement made and entered into as of November 20, 2012 (“Effective Date”) by and between SAUNDERS COUNTY SCHOOL DISTRICT 78-0001, A/K/A ASHLAND-GREENWOOD PUBLIC SCHOOLS, hereinafter referred to as “School District”, and CITY OF ASHLAND, SAUNDERS COUNTY, NEBRASKA, a municipal corporation, hereinafter referred to as “City”.

WHEREAS, the Interlocal Cooperation Agreement Act, Neb. Rev. Stat. §13-801 through §13-827, provides that two or more public entities may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, the School District is the owner of [insert legal description of school district ball park property], hereinafter referred to as “School District Property” and the City is the owner of [insert legal description of city ball park property], hereinafter referred to as “City Property”, which abuts said School District Property on the north side; and

WHEREAS, the School District and the City have jointly determined that it is in the public interest that they jointly operate and maintain the School District Property and the City Property, collectively referred to as the “Ball Park Property,” for the use of the students and staff of the School District during the school day and for extra-curricular activities, and for the use of the City as it deems appropriate during non-school hours.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1. **Term.** The Term of this Agreement shall begin as of the Effective Date and continue thereafter until June 30, 2015 (the “Initial Term”). Unless either party shall have given the other written notice of non-renewal at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as defined below), this Agreement shall be automatically renewed for successive periods of (2) years (July 1 to June 30) (each a “Renewal Term”) following expiration of the Initial Term and each successive Renewal Term. Notwithstanding the foregoing, this Agreement may be terminated prior to expiration of the Initial Term or any Renewal Term by either party as set forth in Section 8 below. The Initial Term and Renewal Term(s), if any, are collectively referred to herein as the “Term.”

2. **Organization and Administration:** A separate legal entity will not be created, but shall be administered by a joint committee made up of two (2) members of the Board of Education of the School District and a representative appointed by the Board of Education, and two (2) members of the City Council and a representative appointed by the City (hereinafter referred to as the “Ball Park Grounds Committee”). The Ball Park Ground Committee will meet quarterly and as mutually deemed necessary to administer the operations and maintenance

program and to make appropriate adjustments of this joint venture for the Ball Park Property as may be required from time to time. The make-up of the Ball Park Grounds Committee may be changed from time to time by any party appointing such committee members upon no less than seven (7) days advance written notice to the other party.

3. Purpose: The purpose of this joint action is to provide for the operation, maintenance and development of the ball fields located on the Ball Park Property, to provide properly improved and maintained ball fields for the curricular and extra-curricular activities of the School District and the recreational activities of the residents of the City, and to permit maximum use thereof so that both School District and City may fulfill their responsibilities to the public at a lesser cost than if each acted independently.

4. Manner of Financing:

A. Provision of Park Land: The City is the owner in fee simple of the City Property. The School District is the owner in fee simple of the School District Property. The School District shall have exclusive use of the Ball Park Property for purposes of baseball and softball practices and games during the NSAA seasons that occur during the Term of this Agreement.

At least thirty (30) days before each baseball and softball season of each year during the term of this Agreement, the School District shall provide the City with a schedule for all practices and games to be conducted at the Ball Park Property during those seasons. The School District's exclusive use of the Ball Park Property shall be limited to the practices and games listed on such schedule, provided that deviations from the schedule may be made in the event of delays or postponements resulting from unavoidable reasons, such as inclement weather.

The parties shall consult and cooperate with each other to resolve any conflicts in use. The School District and its representatives shall have free access to the Ball Park Property during the School District's designated use.

B. Provision of Maintenance and Improvements to Property, Equipment and Fixtures: On or before January 1 of each year of any Term, the Ball Park Grounds Committee shall prepare an annual budget for the maintenance, repair and replacement of equipment, fixtures and structures or improvements to the Ball Park Property, and such budget shall be proposed to each respective party's governing board for consideration and approval. If agreement cannot be reached, the parties shall meet jointly to discuss the differences and seek consensus, and in the event an agreement as to the annual budget for the Ball Park Property cannot be reached, this Agreement may be terminated by either party pursuant to Section 10 below. The annual budget prepared and proposed by the Ball Park Grounds Committee shall adhere to the following guidelines:

- (1) **Maintenance Costs:** Unless otherwise agreed to, all costs for the maintenance, repair and replacement of structures and fixtures on the Ball Park Property approved by the Ball Park Grounds Committee (including but not limited to cleaning and painting of dugouts, maintenance and repair of back-stops, perimeter fences, benches and bleachers) shall be divided between the parties, Eighty Percent (80%) to be paid for by the City and Twenty Percent (20%) to be paid for by the School District. The School District hereby grants to the City the right, in consultation with the Ball Park Grounds Committee, to select and construct such equipment and fixtures for the Ball Park Property. Nothing in this agreement prohibits either party from fulfilling its requirements for field maintenance through the use of volunteers or voluntary donations. Volunteer work and donations shall not be considered an actual expense in the operation of the facilities.
- (2) **Game Preparation:** The School District shall, at its own expense, be fully responsible for the preparation of the ball fields (e.g., dragging and lining of all fields (including the lime spreader and the lime), provision of bases and other playing equipment) for practices and games during the Nebraska School Activities Association (“NSAA”)-designated high school baseball and softball seasons. The School District shall also, at its own expense, be responsible for the cleaning up of trash and debris on the Ball Park Property during the NSAA—designated high school baseball and softball seasons.
- (3) **Mowing.** The City shall, at its own expense, be fully responsible for mowing the Ball Park Property, including the ball fields. The School District may provide supplementary support with mowing upon advance communication to the City.
- (4) **Restrooms:** The City shall provide two (2) portable restrooms, one (1) handicapped and one (1) regular, during the times that the ball fields are in use. The School District shall provide one (1) regular portable restroom during NSAA-designated high school baseball and softball seasons. Each portable restroom shall be serviced on a regular basis, and each party shall bear the cost of servicing its respective portable restroom.
- (5) **Income.** Any income from the operation of the Ball Park Property collected from the use of same by the School District shall be the sole property of the School District; and, any income from the operation of the Ball Park Property collected from the use of same by the City shall be the sole property of the City.

5. Use and Governance of Use: The City shall exercise that degree of control and supervision that is reasonably necessary for the effective management and use of the Ball Park Property. Such control and supervision will include, but not be limited to, the establishment of rules and regulations for the safety of visitors and participants and maintenance of the facilities, and suspension of participant from the Ball Park Property facilities and grounds in accordance

with rules and regulations so established by in consultation with the School District. Notwithstanding the forgoing, during the periods designated by the NSAA as softball and baseball seasons (generally August 15 through October 31 and March 1 through May 31 of each year respectively) the School District shall have exclusive use of the Ball Park Property as described above.

6. *Indemnification and Insurance:* The School District shall indemnify and hold harmless, to the fullest extent allowed by law, the City and its officers, agents and employees against all losses, claims, damages, and expenses, including attorneys' fees, arising out of, or resulting from, the use of the Ball Park Property by or under the direction or control of the School District, or its licensees or assignees. It is further understood, and agreed, that the City shall indemnify and hold harmless, to the fullest extent allowed by law, the School District, its officers, agents and employees from, and against all losses, claims, damages, and expenses, including attorneys' fees arising out of, or resulting from, the use of the Ball Park Property by the City or its licensees or assignees. Both parties agree to provide at their own expense liability insurance to indemnify themselves in the event that they become liable for the payment of a judgment based upon their acts or omissions, or the acts or omissions of their agents or employees in performing this Agreement.

7. *Modification:* This Agreement may be modified by written agreement of the parties.

8. *Termination and Disposition of Property:* This Agreement may not be terminated by either party during its Initial Term. Upon completion of the Initial Term of this Agreement, the Agreement may be terminated by either party for any or no reason upon One Hundred Eighty (180) days prior written notice to the other party. Upon nonrenewal of this Agreement by the City or termination of the Agreement by the City, the City will repay the School District an amount equal to One Hundred Ten Percent (110%) of the Fair Market Value of the improvements on the Ball Park Property paid for or contributed by the School District since 2006 to date of nonrenewal or termination. Upon nonrenewal of this Agreement by the School District or termination of the Agreement by the School District, the City will repay the School District an amount equal to Ninety Percent (90%) of the Fair Market Value of the improvements on the Ball Park Property paid for or contributed by the School District since 2006 to date of nonrenewal or termination.

For purposes of this Agreement, the "Fair Market Value" of the improvements paid for or contributed by the School District shall be determined as follows: The City and School District shall mutually appoint and agree upon one (1) certified public accountant or other qualified professional who shall determine the Fair Market Value and whose valuation shall be binding upon the parties. If the parties cannot agree on who shall be appointed, then both the City and School District shall both appointed one (1) certified public accountant, and those two (2) certified public accountants shall appoint a third, neutral certified public accountant or other qualified professional who shall determine the Fair Market Value and such valuation shall be binding upon the parties.

A listing of the improvement paid for or contributed by the School District since 2006 to date of this Agreement is attached as Exhibit "A." The School District and the City shall update such listing on an annual basis.

9. Assignment: This Agreement shall be binding upon, and inure to, the benefit of the Parties and their successors or assigns; provided, this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the other Parties hereto.

10. Notices: All notices, or other communications, which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses set forth below:

City: Jessica Quady
City Administrator
City of Ashland
2304 Silver Street
Ashland, NE 68003-1500

With a copy to:

Mark Fahleson
City Attorney
Rembolt Lüdtkke LLP
1201 Lincoln Mall, Ste. 102
Lincoln, NE 68508

School District: Dr. Zach Kassebaum
Superintendent
Ashland-Greenwodd Public Schools
1225 Clay Street
Ashland, NE 68003

With a copy to:

Rex R. Schultze
Perry, Guthery, Haase & Gessford, PC, LLO
233 S. 13th Street, Ste. 1400
Lincoln, NE 68508

11. Governing Law: This Agreement shall be governed by and interpreted in accordance with the statutory and decisional law of the State of Nebraska.

12. Alternative dispute resolution. The parties agree, that in the event any dispute arises between them in connection with this Agreement, they agree to submit this matter to

alternative dispute resolution with respect to all claims and/or disputes against each other. Any claim that otherwise would have been decidable in a court of law – whether under local, state or federal law – will instead be decided first by mediation and, if unsuccessful, by arbitration. The parties agree that mediation and, if unsuccessful, final and binding arbitration shall be the sole and exclusive remedies for resolving any claims covered by, arising out of, or in any way related to, the performance, non-performance, breach or failure under this Agreement, instead of any court action, which is hereby expressly waived. Any mediation conducted pursuant to this Agreement shall be done by a mediator mutually-selected by the parties, and any arbitration conducted pursuant to this Agreement shall be in accordance with the then-current arbitration rules and procedures of the American Arbitration Association (“AAA”). The parties shall pay their own mediation and arbitration expenses and attorneys’ fees. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED ISSUES, AND THE PARTIES HAVE AGREED TO RESOLVE SUCH MATTERS BY ARBITRATION, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13. Entire Agreement: This Agreement constitutes the entire Agreement of the parties with respect to this subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by a writing executed by both parties.

EXECUTED this _____ day of _____, 2012.

**SAUNDERS COUNTY SCHOOL DISTRICT
78-0001 A/K/A ASHLAND-GREENWOOD
PUBLIC SCHOOLS DISTRICT**

By: _____
President, Board of Education

ATTEST:

Secretary

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

EXECUTED this _____ day of _____, 2012.

CITY OF ASHLAND, NEBRASKA

By: _____
Mayor

ATTEST:

Clerk

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

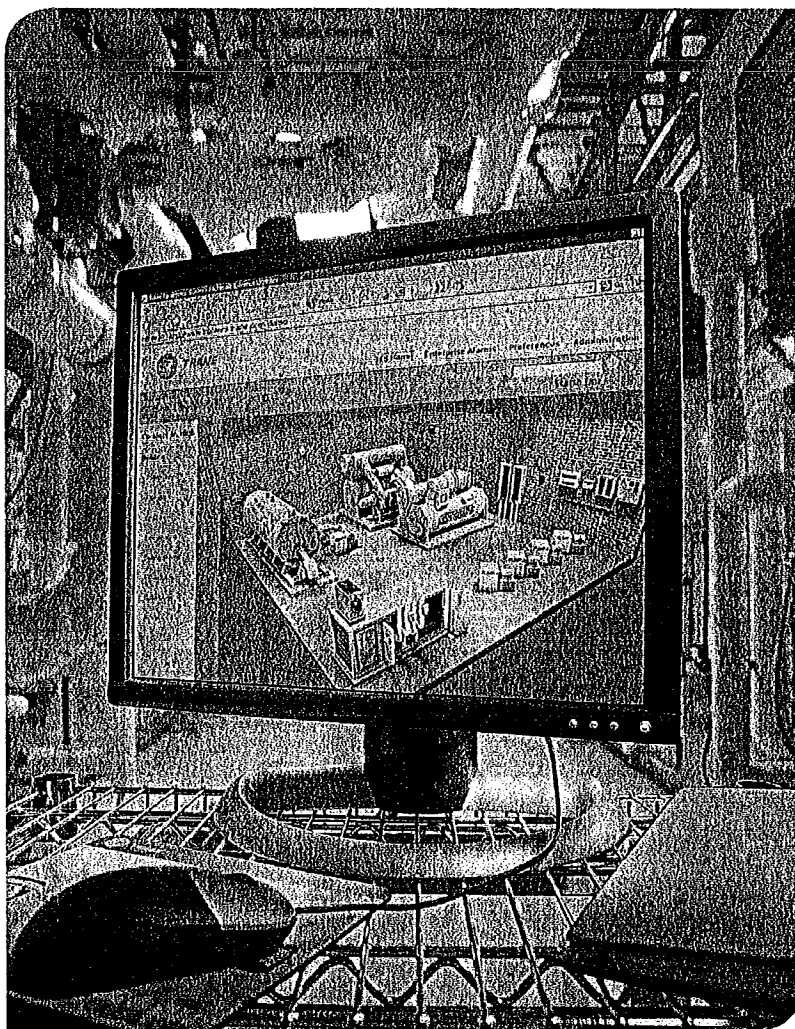
EXHIBIT A

\$30,000		aid to construction
\$3,500	Apr-11	Protech for removal of 3 poles and reinstallation of one
20,936.84	19-May-11	OPPD service/transformer
\$1,650.00	16-May-11	Protech service: SB Light repair
73,764.00	Jul-11	Protech payment for SB lights
20,000	spring 2012	rock parking lot north of Clay Street. Joint City/AYBA efforts also
\$149,851		



Trane Service Agreement

Building Automation System



SERVICE PROPOSAL FOR:

Ashland Public Schools

1200 Boyd Street
 ASHLAND, NE 68003 U.S.A.
 Zach Kassebaum, Supt.
 Bob Rist, Facility Dir.

SITES INCLUDED:

Ashland Greenwood Elementary School
 Ashland Greenwood High School

LOCAL TRANE OFFICE:

Trane U.S. Inc.
 5720 S. 77th St.
 Ralston, NE 68127-4202

LOCAL TRANE REPRESENTATIVE:

Dave Raymond
 Cell: (402) 452-7762
 Office: (402) 331-7111

PROPOSAL ID / AGREEMENT NUMBER:

1468263 / 1468263

DATE:

November 14, 2012



WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Executive Summary

Thank you for choosing Trane Building Services as your building automation system (BAS) support provider.

Your building automation system, driven by Trane Tracer™ controls, is vital to the operation of the HVAC equipment you depend on to help you maintain temperature, humidity and air quality within the strict parameters your organization requires. Occupant comfort, productivity, quality assurance and energy efficiency are just a few of the objectives that may be impacted by indoor environmental conditions in a typical organization.

However, all technology requires some attention from time to time to sustain its peak performance and prolong its useful life. Your building automation system is no exception.

This Service Agreement for Building Automation Systems—delivered by Trane professionals who are knowledgeable in both HVAC equipment and controls—benefits a wide range of objectives:

- **Sustainability** – Improving operational integration between HVAC equipment and the BAS system reduces energy use, thereby lightening your carbon footprint and advancing your sustainability goals.
- **Peace of mind** – Continuous review and analysis sustains peak performance over the long term and helps prevent system failures and unexpected downtime. Back-up plans built into this agreement are designed to restore data and reboot systems quickly in an emergency situation. 24/7 monitoring through Trane Intelligent Services enables Trane to detect potential problems, avoid downtime, and keep your organization productive and profitable.
- **A stronger bottom line** – Excessive, unnecessary energy consumption and emergency repairs can erode your bottom line. Regular, planned BAS service is a nominal expense that typically pays for itself through energy and operational cost savings.
- **Operational consistency and continuous improvement** - Your building automation system is also the enabling technology behind Trane Intelligent Services™, which remotely monitors critical building systems to ensure the physical environment of the building is being strictly maintained. Establishing connectivity between your building automation system and the Trane Intelligent Services Center allows Trane to continuously capture and analyze data from your building. Based on that stream of information, our Technical Specialists can proactively recommend improvements and follow through with the appropriate service actions.

Exclusive aspects of this Service Agreement leverage Trane Intelligent Services™ (TIS), a revolutionary integration of technology and Trane professionals. TIS gathers active intelligence from your building's data, allowing Trane to identify what must be done to improve system performance and sustain the conditions that contribute to the mission of your organization

We are committed to working with you to maintain the building automation system that is essential to creating and sustaining the indoor environmental conditions that support the objectives of your organization. The details of that commitment are provided in the following pages.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Trane BAS Service Agreement is structured to help you manage your lifecycle costs and capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%*
Reduce downtime by	35-45%*
Lower equipment repairs and maintenance costs by	25-30%*
Reduce energy consumption by	5-20%*

*Source: FEMP O&M Guide - August 2010

In addition to financial value, when you partner with Trane you can expect:

Contract and Financial Benefits

Assigned Service Team - Your service team will consist of a professional Service Coordinator, Service Technicians and an Account Manager, all with extensive HVAC systems and BAS experience. Our technicians have a thorough understanding of building automation systems and the associated controls, along with heating, refrigeration and airside systems.

Priority Response - As a Trane Service Agreement customer, you will receive service priority over time and materials customers.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed as stated.

Financial Benefits - The implementation of this building automation system support agreement from Trane can help control the costs of operating your building in several ways: Lower energy consumption; reduction in the costs and disruptions caused by downtime; planned, budgeted and controlled operating costs; and reduced maintenance. All of these benefits can be gained through a structured contract for support.

Trane Intelligent Services – 24 x 7 Support

With an active Trane service agreement and Tracer™ Building Automation System or other qualified controls, you are eligible for Trane Intelligent Services (TIS). A revolutionary integration of technology and Trane professionals, TIS monitors, analyzes and acts to improve the performance of building systems to support your business mission. Three levels of TIS serve a range of needs: Alarm Notification is exclusive to Trane and is included in this agreement. Active Monitoring and Building Performance are optional service levels that may be customized to meet your unique requirements.





Superior Service Delivery

Trane's original equipment manufacturer (OEM) Service Delivery Process

Ensures consistent quality through:

- Focus on building environments
- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on safety

Service Work Flow - Trane utilizes an industry-exclusive service flow process that includes detailed procedures and identified steps for: safety, parts, materials, tools and sequence for execution. Trane procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. These exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, the Trane service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Service Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

Training for Facility Staff – Operator training and coaching is available per the service agreement. Additional training can be customized to meet your site specific needs.

Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hour certified safety managers who are available to perform safety consultations relating to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hour certified, or equivalent with yearly retraining on all key occupational safety and health topics. Many of our technicians have participated in "Smith Safe" driver training and some are Department of Transportation (DOT) Hazmat certified. They are provided with up-to-date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry-leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane Building Services maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.



TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

The Agreement

SERVICE PROPOSAL FOR:

Ashland Public Schools

1200 Boyd Street
ASHLAND, NE 68003 U.S.A.
Zach Kassebaum, Supt.
Bob Rist, Facility Director

SITES INCLUDED:

Ashland Greenwood Elementary School
Ashland Greenwood High School

LOCAL TRANE OFFICE:

Trane U.S. Inc.
5720 S. 77th St.
Ralston, NE 68127-4202

LOCAL TRANE REPRESENTATIVE:

Dave Raymond
Cell: (402) 452-7762
Office: (402) 331-7111

PROPOSAL ID / AGREEMENT NUMBER:

1468263 / 1468263

DATE:

November 14, 2012

Scope of Services – Standard Inclusions

System Analysis

Trane will review the building automation system to minimize software problems that might negatively impact its performance. Trane will review the system to identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems.

Control Loop Tuning

Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions. The operation of mechanical loop components is verified, as well.

Sequence of Operation Verification

Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

Tracer Database Backup

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of all vital Tracer databases to expedite system recovery and restoration to the last known set-up following a catastrophic event.

System Review

Regularly scheduled on-site visits by Trane technicians provide the opportunity to meet with on-site operators to review the system and address any questions or concerns they may have.





Software Service Pack Updates

The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality.

Operator Coaching

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they fully understand how to effectively use the system.

The agreement is structured so that you can focus on the Temperature Control system (maintenance & training) with 10 additional hours of Owner Directed Time. If the district would like to renew this contract for years 2 & 3, the price will not exceed 2% escalation. All additional information related to the terms and conditions of the agreement are outlined in the following pages of this proposal.

TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Site Coverage

The following Sites are included:

Ashland Greenwood Elementary School	1200 Boyd Street, ASHLAND, NE 68003, United States
Ashland Greenwood High School	1842 Furnas Street, ASHLAND, NE 68003, United States

Description

BAS Customer Training (10 hours) (Service 2)
 Semi-Annual Maintenance Unit Controls (Service 3)
 Banked Labor Hrs (10 hours) (Service 1)

Quantity Per Term

1
 2
 1





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Equipment Coverage and Services

The following "Covered Equipment" will be serviced at:

Ashland Greenwood High School

Ashland Greenwood Elementary School

The following "Covered Equipment" will be serviced at Ashland Greenwood Elementary School:

Equipment	Quantity	Manufacturer	Model Number	Serial Number
MP501 Controller	1	Trane	49500486	E08F32193
MP501 Controller	1	Trane	49500486	E08F32196
MP501 Controller	1	Trane	49500486	E08F32195
MP501 Controller	1	Trane	49500486	E08F32194
MP501 Controller	1	Trane	49500486	E08F32197
MP501 Controller	1	Trane	49500486	E08F32199
MP501 Controller	1	Trane	49500486	E08F32201
MP501 Controller	1	Trane	49500486	E08F32206
MP501 Controller	1	Trane	49500486	E08F32205
MP501 Controller	1	Trane	49500486	E08F32204
MP501 Controller	1	Trane	49500486	E08F32203
MP501 Controller	1	Trane	49500486	E08F32202
MP501 Controller	1	Trane	49500486	E08F32200
MP501 Controller	1	Trane	49500486	E08F32198
MP503 Controller	1	Trane	49500490	E08F32038
MP503 Controller	1	Trane	49500490	E08F32042
MP503 Controller	1	Trane	49500490	E08F32041
MP503 Controller	1	Trane	49500490	E08F32039
MP503 Controller	1	Trane	49500490	E08F32040
MP503 Controller	1	Trane	49500499	E08F31961
Tracer Summit	1	Trane	BMTX001AAB001	E08F51173
Tracer Summit	1	Trane	BMTX001AAB001	E08F51174
ZN511 Controller	1	Trane	49500469	E08F32564
ZN511 Controller	1	Trane	49500469	E08F32580
ZN511 Controller	1	Trane	49500469	E08F32576
ZN511 Controller	1	Trane	49500469	E08F32565
ZN521 Controller	1	Trane	49500470	E08F32538
ZN521 Controller	1	Trane	49500470	E08F32539
ZN521 Controller	1	Trane	49500470	E08F32540
ZN521 Controller	1	Trane	49500470	E08F32541
ZN521 Controller	1	Trane	49500470	E08F32542
ZN521 Controller	1	Trane	49500470	E08F32543
ZN521 Controller	1	Trane	49500470	E08F32545
ZN521 Controller	1	Trane	49500470	E08F32546





ZN521 Controller	1	Trane	49500470	E08F32547
ZN521 Controller	1	Trane	49500470	E08F32548
ZN521 Controller	1	Trane	49500470	E08F32549
ZN521 Controller	1	Trane	49500470	E08F32550
ZN521 Controller	1	Trane	49500470	E08F32551
ZN521 Controller	1	Trane	49500470	E08F32552
ZN521 Controller	1	Trane	49500470	E08F32553
ZN521 Controller	1	Trane	49500470	E08F32554
ZN521 Controller	1	Trane	49500470	E08F32555
ZN521 Controller	1	Trane	49500470	E08F32556
ZN521 Controller	1	Trane	49500470	E08F32557
ZN521 Controller	1	Trane	49500470	E08F32558
ZN521 Controller	1	Trane	49500470	E08F32559
ZN521 Controller	1	Trane	49500470	E08F32560
ZN521 Controller	1	Trane	49500470	E08F32585
ZN517 Controller	1	Trane	49500496	E08F31515
ZN517 Controller	1	Trane	49500496	E08F32508
ZN517 Controller	1	Trane	49500496	E08F32514
ZN517 Controller	1	Trane	49500496	E08F32517
ZN517 Controller	1	Trane	49500496	E08F32528
ZN517 Controller	1	Trane	49500496	E08F32529
ZN521 Controller	1	Trane	49500470	E08F32929
ZN521 Controller	1	Trane	49500470	E08F32930
ZN521 Controller	1	Trane	49500470	E08F32931
ZN521 Controller	1	Trane	49500470	E08F32932
ZN521 Controller	1	Trane	49500470	E08F32933
ZN521 Controller	1	Trane	49500470	E08F32934
ZN521 Controller	1	Trane	49500470	E08F32935
ZN521 Controller	1	Trane	49500470	E08F32936
ZN521 Controller	1	Trane	49500470	E08F32937
ZN521 Controller	1	Trane	49500470	E08F32938
ZN521 Controller	1	Trane	49500470	E08F32939
ZN521 Controller	1	Trane	49500470	E08F32940
ZN521 Controller	1	Trane	49500470	E08F32941
ZN521 Controller	1	Trane	49500470	E08F32942
ZN521 Controller	1	Trane	49500470	E08F32943
ZN521 Controller	1	Trane	49500470	E08F32944
ZN521 Controller	1	Trane	49500470	E08F32945
ZN521 Controller	1	Trane	49500470	E08F32946
ZN521 Controller	1	Trane	49500470	E08F32947
ZN521 Controller	1	Trane	49500470	E08F32948
ZN521 Controller	1	Trane	49500470	E08F32949
ZN521 Controller	1	Trane	49500470	E08F32950
MP501 Controller	1	Trane	49500486	E08G32645
ZN517 Controller	1	Trane	49500496	E08G32621





TRANE
 Building Services

ZN517 Controller	1	Trane	49500496	E08G32623
ZN517 Controller	1	Trane	49500496	E08G32631
ZN517 Controller	1	Trane	49500496	E08G32635
ZN517 Controller	1	Trane	49500496	E08G32636
ZN517 Controller	1	Trane	49500496	E08G32641
MP503 Controller	1	Trane	49500490	E08H32579
MP503 Controller	1	Trane	49500490	E08H32584
MP503 Controller	1	Trane	49500490	E08H32586
MP503 Controller	1	Trane	49500490	E08H32593
MP503 Controller	1	Trane	49500500	E09J31041
MP503 Controller	1	Trane	49500500	E09J31043
MP503 Controller	1	Trane	49500500	E09J31044
MP503 Controller	1	Trane	49500490	E10G38217
MP503 Controller	1	Trane	49500490	E10G38226
MP581 Controller	1	Trane	BMTM000AAC00	E10H58476
MP581 Controller	1	Trane	49500500	E10H42819
Tracer Summit	1	Trane	49500457	E10J21781
MP503 Controller	1	Trane	49500590	E10K30561
MP503 Controller	1	Trane	49500590	E10K30567
MP503 Controller	1	Trane	49500590	E10K30573
MP503 Controller	1	Trane	49500590	E10K30577
MP503 Controller	1	Trane	49500590	E10K30582





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Pricing and Acceptance

Craig Pease

Ashland Public Schools
 1200 Boyd Street
 ASHLAND, NE 68003 U.S.A.

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Term

The initial term of this Service Agreement is 1 year, beginning **November 15, 2012** and expiring **November 14, 2013**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on November 14, 2013, this Agreement shall renew automatically for successive periods of 1 year until terminated as provided herein.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due. Should this contract renew, the annual escalation rate shall not exceed 2%.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	4,700.00	4,700.00	Annual

A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **141.00 USD**; the new 1 year(s) discounted price would be **4,559.00 USD**. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Dave Raymond	Cell: (402) 452-7762 Office: (402) 331-7111 Proposal Date: November 14, 2012
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Title
Title	
Purchase Order	Signature Date
Acceptance Date	





Terms and Conditions (Service)

"Company" shall mean Trane U.S. Inc..

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment (the "Covered Equipment") listed in the Proposal and Additional Work, if any. **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services and Additional Work provided by Company to the date of cancellation.

2. Service Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal. The Service Fee also includes the price for any Additional Work specified in the Proposal. Except as otherwise provided in the Proposal, the fees are based on performance during regular business hours. Fees for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

3. Term, Renewal, and Cancellation. The "Term" of this Agreement shall be as stated in the Proposal. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to the Renewal Pricing Adjustment section herein, upon Company's delivery to Customer of a service renewal letter at least 45 days in advance of the scheduled expiration date and Customer's failure to notify Company in writing no later than 30 days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than 30 days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Company the balance of the Service Fee applicable to the then current 12 month period of the Term or the Renewal Term.

4. Renewal Pricing Adjustment. The Service Fee for an impending Renewal Term shall be then current Service Fee (defined as the Service Fee for the initial Term or Renewal Term immediately preceding the impending Renewal Term less the price of any Additional Work that is not recurring) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Fee shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States; or (ii) Statistics Canada Industrial Producer Price Index, Goods (Raw Material Price Indexes) for Services performed in Canada; (c) 65% of the Current Service Fee shall be adjusted based upon the change to cost of labor/labour; and (d) 10% of the Service Fee shall be adjusted based upon changes to Company services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Fee for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

5. Payment. Payment is due upon receipt of Company's invoice. The Service Fee shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Company, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

6. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services and Additional Work furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services and any Additional Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Services. Company may





refuse to perform where working conditions could endanger property or put at risk the safety of people. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Services or and Additional Work begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fee accordingly. During the Term or a Renewal Term, Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company reserves the right to remove such devices at its discretion.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to perform; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; Company shall not be responsible to perform any subsequent repairs to the Covered Equipment necessitated by Customer's failure to follow such manufacturer recommendations; (c) Reimburse Company for services, repairs, and/or replacements performed by Company as set forth in this Agreement, beyond the Services, Additional Work or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials and may at Company's option be subject to a separate written agreement prior to its undertaking such work; and (d) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or this Agreement, the Services and any and Additional Work do not include, and Company shall not be liable for, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services. Customer shall be responsible for (o) The cost of any additional replacement refrigerant; (p) Operation of any equipment; and (q) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Warranty. Company warrants that: (a) the material manufactured by Company and furnished hereunder is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Services and Additional Work is warranted to have been properly performed for a period of 90 days from date of completion (the "Warranty"). Company obligations of equipment start-up, if





any are stated in the Proposal, are coterminous with the Warranty period. Defects must be reported to Company within the Warranty period. Company's obligation under the Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services and Additional Work have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

11. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the Services and Additional Work for one location over a 12 month term. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Premises that will in any way affect Company's performance and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify, defend and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

14. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services and Additional Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of





Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Services Other Than Solely Scheduled Service. If Company's services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fee shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs, without regard to choice of law principles which might otherwise call for the application of a different state's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. Except as provided for Service Fee adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

1-26.130-7 (1012)
Supersedes 1-26.130-7 (1011)





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PROPOSAL

Number	Date	Page
P-12-832	11/1/12	1

Customer
AGPS Dist Office Teresa Bray/Jennifer Haralson 11225 Clay Ashland, NE 68003

Proposal for / Reference	Vendor ID	Terms	Good through
Ashland Greenwood Elementary		Net 30 Days	12/1/12

Qty.	Item	Description	Unit Price	Amount
1.00	11-102	Optron mobile Portable color video magnifier with auto focus. Includes: Power supply, close-up lens, table clamp standard, cables, carrying case, extension kit	2,670.00	2,670.00
1.00	11-519	19" TFT Optron Display for Optron/I-Stick 2 year manufacturer's limited warranty handled through Magnified Vision.	220.00	220.00
1.00	31-100	Monitor Arm(TFT monitors up to 15 lbs.)	250.00	250.00
1.00	11-900	Optron X/Y reading table	290.00	290.00
			Subtotal	3,430.00
			Sales Tax	
			Shipping & Handling	
			TOTAL	3,430.00

Thank you very much for requesting this proposal. For additional information, please call us at 1-888-567-8766.