

Board of Education Regular Meeting
Monday, January 16, 2023 7:00 PM
DC West Middle/High School Library
401 South Pine Street
Valley, NE 68064-0378

1. Call to Order	
2. Swearing In of New Board Member	3
3. Public Communications and Correspondence	4
4. Approval of Agenda	
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6. Consent Agenda	
6.1. Approve Minutes	31
6.2. Approve Claims for Payment	
6.3. Approve Financial Report	
6.4. Approve Classified Staff	
7. New Business	
7.1. Board Election of Officers	34
7.2. Approval of Committees, Positions, and Designations	
7.3. Approval of Interlocal Agreement and Cooperative	
7.4. Approval of Current Board Policies and Regulations	
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7.7. Approve Revised Elementary Conference Schedule	41
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7.9. 2023-2024 Staffing Proposal Presentation and Discussion	
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8. Executive Session	
8.1. Reconvene to Regular Session	
9. Adjournment	



Oath of Office

January 16, 2023

Board members are officials of the state. As a public official, each board member must pledge to uphold the Nebraska and the United States Constitution and carry out the responsibilities of the office to the best of the board member’s ability.

Each newly elected school board member shall be given the following oath of office at the first meeting attended as an elected member prior to taking any action as a school official. The superintendent shall administer this oath of office.

“I, **Jim Tomanek**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of the Douglas County West School District Board of Education according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.”

New Board Member Signature

Superintendent
Director of Learning
Director of Special Education
Elementary Principal
Middle School Principal
High School Principal
High School Assistant Principal/AD

Dr. Melissa Poloncic
Dr. Dawn Marten
Nick Pechous
Dr. Jeffrey Kerns
Jeremy Travis
Jim Knott
Nathan Ter Beest

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Board of Education

Jamie Jorgensen

Bill Koile

Dr. Kelly Hinrichs

Elizabeth Mayer

Luke Janke

Jim Tomanek

Dr. Melissa Polonicic, Superintendent

Kristi Trost, Board Secretary

This pamphlet has been developed to help the general public attending a meeting of the Board of Education to understand the internal operation of the Board. It is hoped that this pamphlet will foster improved relations between the Board and the citizens it serves.

Meetings of the Board

When

- The Board of Education convenes once each month on the second Monday except in the months that have five Mondays. In months with five Mondays, the Board convenes on the third Monday of the month. Holidays and unexpected conflicts may create exceptions to this practice.
- The Board of Education will convene in special session whenever it is deemed necessary for the efficient operation of the school district.
- Board of Education meetings are called to order at 7:00 p.m. unless another time is stipulated.

Where

- Regular and special meetings of the Board of Education will be held in the Board Room on the Valley Campus at 401 S. Pine St., in Valley, unless another location is specifically identified.
- Whenever public participation dictates the need for a larger meeting room, the Board will convene in the High School library.

Notice of Meetings

- Official notice of the time and place of the regular board meetings are posted on the doors of the schools, banks in Valley and Waterloo, Valley City Hall and Waterloo Post Office.
- Notice of special meetings will be posted at least 24 hours in advance. Hearings will be published in the Douglas County Post-Gazette.

Business of the Board

Agendas

- Agendas for the regular meeting on the second Monday of the month will be prepared in advance and kept current and available in the superintendent's office. Business items of an emergency nature may be placed on the agenda by a majority vote of the Board of Education.
- Parents, employees and patrons may request items placed before the Board of Education for consideration by contacting the Superintendent at least three business days in advance of a regular meeting.

Public Participation

- The Board of Education invites you to offer comments during the Public Communication and Correspondence portion of the meeting. Public requesting to offer comments during the Public Communication portion of the meeting shall make a request to speak or complete the sign-in information sheet at the meeting. The individual is asked to state the purpose and general nature of his or her appearance before the Board. The Board President shall indicate to the individual how much time the Board will allot the individual. Speakers normally will be given five minutes with a maximum of 20 minutes set aside for such communications.
- Members of the public requesting to speak to an item considered New or Old Business on the Agenda will request time during the Public Communications portion of the meeting. Unless the comments are related to an agenda item no action will be taken by the Board. Questions or requests of the Board by the public will be taken under consideration. The Board will direct the Superintendent, or the Superintendent's designee, to respond in writing to any public

question or request brought before the Board. Equal time shall be allotted to individuals speaking for and against a proposal when opposing points of view are represented at the board meeting.

- The Board invites you to share any information you may have or address any question to any Board member or the Superintendent regarding new business in the week prior to the next meeting.
- If, at any Board meeting, any person shall conduct himself or herself in a disorderly manner and after notice of the president or the person presiding shall persist therein, the president or person presiding may ask the person to leave and if the person refuses, the president or presiding officer may order any law enforcement officer or any other person or persons to take him or her into custody until the meeting is adjourned.
- Meetings may be recorded. Recording must be done so as not to disrupt the meeting.
- Meetings of the Board of Education shall be conducted in compliance with appropriate policy, state statutes and open meeting laws.

Mission Statement

DC West Community Schools engages, prepares, and empowers all of our students for the future.



DC WEST
COMMUNITY SCHOOLS

www.dcwest.org

Board Meeting Procedures

“Engage, Prepare, and Empower”

The Douglas County West Community Schools does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Superintendent of Schools, 401 S. Pine St., Valley, Nebraska 68064 (402-359-2583).

Employees and Others: Superintendent of Schools, 401 S. Pine St., Valley, Nebraska 68064 (402-359-2583).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Dept. of Education (OCR), please contact OCR at 8930 Ward Pkwy, Suite 2037, Kansas City, Missouri 64114, (816) 268-0550 (voice) or (877) 521-2172 (telecommunications device for the deaf) or ocr.kansascity@ed.gov.

**Douglas County West
Community Schools
P.O. Box 378
401 S. Pine St.
Valley, Nebraska 68064**



**DC West Elementary
School Board Report December 2022
Dr. Jeffrey Kerns**

Thank you to our elementary staff members for taking part in our math curriculum adoption. A huge thank you to the staff in the building who overcame multiple sub shortages and support staff shortages allowing this team the opportunity to be fully vested in this extremely important process. I am so proud of the behind the scenes work that our teachers, support staff, and Dr. Marten put in to make this a meaningful experience that will positively impact our students educational opportunities. This is the Falcon Way.

Dr. Dee Acklie applied and received a \$2,500 grant from COX Charities Educational Grant. The grant will help fund the Falcon Feed Program through the Falcon Family Room.

The elementary spent our building staff development time training staff how to understand and utilize Achievement Status and Growth Reports to drive instruction. Focusing on the conditional growth index allows us to compare growth between “like” students. For example this measurement correlates our students growth with growth patterns of matching peers within the NWEA norms study (Same grade, starting RIT Score, weeks of instruction before testing). Next month we are going to focus on how to read, interpret, and utilize the learning continuum reports to target instruction for students. I would like to thank Linsey Bellinger, Kelsey Nabity, Rosie Krauel, and Jessica Seng for their leadership as we continue to enhance the support structure of the elementary MTSS meetings and the creation of academic goal setting systems for our students.

In December I had Mary Osterloh from the Nebraska PBIS meet with all of our staff members to discuss behavior trends in our building. From those conversations we will structure specific training to further support our staff so they can strategically meet the needs of our students. We are also scheduled to spend February 20th at the ESU3 focusing on trauma informed practices and support.



The Elementary Executive Leadership Team's December meeting focused on the District Strategic Plan and how it correlates with initiatives that will be enacted in our school. Next month we will partner with the Buffet Institute to provide a training on Increasing Impactful Relationships. This will allow our staff to develop a deeper understanding of how to continually increase impactful relationships with students. Staff will evaluate strategies and tools that work and how to teach those skills to their colleagues.

Our school celebrated classrooms turning in over 12,000 FalCoins. Our school wide goal was 10,000 FalCoins, students far surpassed this goal and they were rewarded with an all school dance party. Video clips of our students dancing to the beats DJ Beck provided can be found on our social media pages. In all, over 40,000 FalCoins have been distributed throughout the building. In addition to school wide incentives students also have the opportunity to earn individual items monthly. Kelsey Nabity meets with students monthly to determine the individual items students want to earn with their FalCoins. In January Kelsey will meet with staff and students to help determine the all school goal for the 3rd and 4th quarters.





Behavior Data and Trends:

Year	Number of Office Referrals
2019-2020	241 *The Year Ended In March due to COVID Precautions
2020-2021	196
2021-2022	152
2022-2023	126
August- December	

Behavior by Grade: 2022-2023 School Year (August - December)

Grade	Number of Office Referrals	Percentage of Referrals
K	57	45%
1	28	22%
2	32	25%
3	5	3.97%
4	1	.79%
5	3	2.38%

* Two students account for 57% of these referrals.

* Seven students have five or more referrals.

* Three hundred and eighty students **have not** received a referral to the office.



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This winter we partnered with the Western Omaha Chamber of Commerce to prepare over 280 Holiday Food Baskets for our community members. Elementary students helped fold boxes and sort the food products and students from the middle school and high school helped carry donated items into the school. On Friday staff from the elementary and the secondary buildings packed boxes for the Saturday deliveries. It was great to see several staff members show up Saturday morning to help deliver Holiday Food Baskets to our community members. I would also like to thank the Valley and Waterloo Fire and Rescue Departments for helping deliver over 100 of the Holiday Food Baskets.



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Jeremy Travis
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Dr. Dawn Marten
Director of Learning
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The Valley Fire and Rescue Department provided fire safety tips for our elementary students!





January 2023 Special Education Report

Welcome to 2023! I enjoyed Winter Break as a time to reflect and rejuvenate, and now we are off and running in a new year and new semester. With the change of year comes a slight change in focus. For this semester, instead of focusing on making sure our new staff and students are successfully adjusting to life at DC West, we are spending more time in the Special Education Department on professional development for our teachers and planning and prepping for next year.

- **January Program Highlight: School Psychological Services**

We have benefited this year from filling our open School Psychologist position and adding a half-time elementary School Psychologist. Kristen Phillips and Reagan Rosenberg come to us with a wealth of experience in neighboring districts and states and have been great resources for us this year.

Some of you may be wondering exactly what a school psychologist does. School psychs are experts in assessment and evaluation. One of the primary roles of the school psychologist is to evaluate students who have suspected disabilities to determine if they are eligible for special education services. School psychologists lead MDT teams to identify student strengths and needs and offer teachers strategies on how to individualize support to meet the unique needs of individual students. School psychologists also use their extensive training in evaluation to assist in data analysis for school-wide and individual student progress. School psychologists can help principals and district leaders interpret the meaning of data as well as help teachers assess if individual students are making adequate progress.

In addition to evaluation, school psychologists are experts in behavior and mental health. School psychs can conduct functional behavior assessments, write behavior plans, assist in the development and implementation of school-wide positive behavioral supports, consult with and coach teachers to respond effectively to behavior, and meet with individual students or small groups to teach social, behavioral, and executive skills. School psychs also are a great resource for collaboration with community mental health providers and are active in our Crisis and Suicide Response Plans.

The last main area of a school psychologist's expertise is consultation and problem-solving. School psychs have significant training in the problem-solving process, systems-level programming, data analysis, and consultation. They are a support for students, parents, teachers, and administrators, and we are so grateful to have them as part of our DC West team!



- 2023-24 Student Projections and Staffing Proposal**

Our team has spent a significant amount of time analyzing student projections for next year and their impact on staffing. Staffing needs are determined based on projections for the upcoming year as students roll from grade to grade. To appropriately staff for student needs, students are weighted so that students with higher needs are allocated more staff time and support. We also prioritize keeping caseloads reasonable so that teachers can provide inclusive support to students with disabilities in the general education setting as much as possible. The table below summarizes current and projected needs for each building for next year:

Building	Current Building Weighted Caseload (2022-23)	Projected Building Weighted Caseload (2023-24)	Current # of SPED teachers (2022-23)	Proposed # of SPED teachers (2023-24)
Elementary	100	115	4.5	5
Middle	74	68	2.5	3
High	60	62	3	3

Due to the increased weighted caseload projection for next year primarily caused by a large and high-needs projected kindergarten class, we are requesting an additional 0.5 FTE special education teacher for the elementary school. We are also requesting an additional 0.5 FTE special education teacher for the middle school, as we are anticipating adding additional high-needs students in our incoming sixth-grade class, and shifting from 2.5 to 3 special education teachers at the middle level will allow one special education teacher per grade level team, facilitating collaboration with general education and growing expertise of specific grade-level curriculum for our special education teachers. We would likely accomplish the additional 0.5 FTE at both the elementary and middle levels by shifting the current 0.5/0.5 elementary/middle split position to full-time middle school and hiring a new elementary teacher.



- **Professional Development Updates**

We have a number of professional development opportunities planned for our staff over the coming months that align closely with our District Strategic Plan and our Special Education Targeted Improvement Plan.

January 16:

- Preschool staff will participate in training related to Pyramid implementation. The training will be presented by staff from the Buffett Foundation and Nebraska MTSS and will aim to bring key components of trainings our teachers have participated in this year to our paraeducator staff.
- Special Education Paras will have a two-hour optional training facilitated by an Autism Behavior Consultant from the Nebraska ASD Network on behavior management and supporting independence in our learners.
- K-12 Special Education teachers will participate in transition planning meetings to start preparing to meet the needs of incoming students at each level. We will also spend an hour reviewing our new district SRS Guidance Document.

February 20:

- All district K-8 certified staff will attend a full-day training at ESU 3 facilitated by Brook Valley School staff. Training will focus on trauma-informed practices, Tiers I & II Behavioral Supports, and Reinforcement/Positive Behavior Supports.
- High school staff will participate in a 90-minute training on positive behavior supports for Tiers I and III. The high school presenter will be Dr. Tonya Jolley from the Buffett Foundation.

- **MTSS Updates**

We have established a District MTSS Team with representatives from all levels in line with Strategic Plan Strategy 1.1, Performance Indicator 1.1a. Our team is meeting monthly and is working on completing NDE's newly developed District MTSS and CIP Plan. Stay tuned for more updates!

Thank you as always for your continued support. Have a wonderful 2023!

Respectfully Submitted,
Nicki Pechous, Ed.S.
Director of Special Education

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January Board Report

It is hard to believe it is January and we are at the midpoint of our winter season. Our sports programs are humming along and the Falcons have been having success. The boys' basketball team is currently 9-1 and the girls' basketball team is 6-5 in their regular seasons. The boys were able to take home the Holiday Tournament Championship in David City over break as well. DC West is proud to host the NCC Tournament this year which runs January 21 to January 28. On the 28th, DC West will have all 4 of the Championship and runner up games. If you are looking for something to do, this would be a great day to watch some outstanding basketball.

The DC West wrestlers are continuing to grind it out on the mat. I spoke to Charlie Wood the other day and he said he is proud that the team wants to get better every day. He reported practices are competitive. Charlie did say he missed having a bigger team but knows that will come with recruitment of fellow classmates. We also have a volunteer coach named Jacob (JD) Gagner who is coaching while he finishes his student teaching. JD is from Alaska and was a wrestling state champion in high school as well as a swimmer. When he did a search for the best schools for teaching and swimming, Midland College was the top one so he ended up in Nebraska. He said the winters here might be worse than in Sitka, Alaska.

In the Fine Arts Department, Liz Guinn is very proud of her band. She had five students audition for the Nebraska Honor Band. These students, along with their conductor, will be in Lincoln to play with the best band students Nebraska has to offer. Congratulations to Lenore Hoefft, Brook Cooke, Nathan Bevard, Bryce Feldhacker, and Nathan Fletcher.

I also am excited to announce the hiring of Mattie Subbert as the head boys track coach! Mrs. Subbert has been an assistant coach on the track team for several years but, is excited to start her journey as a head coach. Under the leadership of John Brockhaus and Mattie Subbert, I am expecting big things out of the track team. With this adjustment, I am also recommending we add two assistant coaching positions to the track team (this would put us at 2 head and 5 assistants). Last year, they started the season with almost 70 students. With this number, there is a need to hire more assistant coaches to ensure the athlete to coach ration is low and to hire someone who can help with jumps.

Respectfully

Nathan Ter Beest
Activities Director



Board Report

Jim Knott –High School Principal

Douglas County West High School

January 16, 2023

Final exams were held on December 19 and 20, effectively ending the first semester at DC West. Second semester classes began for students on Thursday, January 5. Winter activities continued over winter break and are at about the halfway point.

John Baylor Test Prep classes will begin on January 13th this year. John and his associate Dee will hold seven ACT test prep sessions during the school day in January and the first week of February to help prepare students for the March 21 statewide ACT test. The district covers the cost (normally \$400) for all juniors who opt to take the test prep course. Student incentives for juniors to take John Baylor ACT Test Prep include 1) no cost, 2) a free buffet breakfast at the beginning of one of the test-prep sessions, and 3) the freedom to opt out of spring final exams by meeting or exceeding their individual ACT goal. On average, DC West students have improved two points on the ACT by participating in John Baylor Test Prep. Ms. Cox also provides four math-specific ACT preparation sessions in the evenings in February and March. I would also like to say a special thank you to St. John’s Catholic Church for hosting five of the seven ACT Prep sessions this year. With the crowding of the middle and high school due to construction, we often don’t have a great place for 80-90 students to meet without greatly disrupting the school day. St. John’s graciously agreed to host our students without cost this January and February.

The Middle & High School Faculty Senate groups have been jointly meeting and reviewing our current academic eligibility policies. The initial goal was to compare and contrast our own policy with other NCC school’s policies to come up with a new policy that is more restorative and less punitive for students. Our last joint meeting on the topic is on January 11th. I am planning on sharing the results of this work in my February board report.

High School enrollment as of January 10, 2023

<u>9th</u>	<u>10th</u>	<u>11th</u>	<u>12th</u>	<u>Total</u>
68	77	85	69	299



Douglas County West
Middle School Board Report January 2023
Mr. Jeremy Travis

Enrollment as of 1/10/23

6th-62

7th-90

8th-91

Total DC West Middle School (243)

Our Middle School Students began celebrating their **Winter MAP Testing Results**. Each grade level set a goal to have 85% of the students in their grade score at or above their Fall Map Rit Scores or score at the on grade level or above Winter MAP Rit Score that indicates the National Norms. Each grade level was surveyed as to what they would like to work towards as a whole class incentive. The 6th Graders voted for Phones/iPads at Lunch, the 7th Graders voted for Activities in the Gym during Pride, and the 8th Graders voted on Phones/iPads at Lunch. If the students qualified in only one curricular testing area then they would earn the incentive for one day, two would be two days, and all three would qualify them to earn that for a full week. Here is how our students tested:

Superintendent
Director of Learning
Director of Special Education
Elementary Principal
Middle School Principal
High School Principal
High School Assistant Principal/AD

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	Math	Reading	Science
6 th grade	95%	85%	97%
7 th grade	90%	83%	88%
8 th grade	94%	78%	89%
ALL Middle School	93%	82%	91%

Our **6th Graders** qualified in all three (Math, Reading, and Science) so they earned their Phones/iPads at Lunch for a Whole Week. Our **7th Graders** qualified in Math and Science so they earned Activities in the Gym for two days, and our **8th Graders** qualified in Math and Science and earned Phones/iPads at Lunch for two days. As a whole Middle School we were pleased with some of the overall results but know where some of our focus areas are here for 2nd Semester as we work towards the NSCAS State Testing. This is great in house data that helps our MTSS processes that determine student supports, intervention, and enrichments. The students and staff did a nice job of working hard during these testing times.

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DC West Holiday Helpers

Our Middle School Students, Staff, Families, and Community were able to raise \$3,061 for families over the Holidays. We were able to give 3 families and amazing Holiday with gifts for the children and parents, food vouchers for meals, and gas money for travel. Our students fund raised, shopped, wrapped, and delivered the gifts. We are grateful and proud to be able to provide for the DC West Community. The Falcon Way is special to be a part of. Thank you to everyone for your support!

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Middle School HAL focus areas for the month of December are 6th grade-Science, 7th grade-Math, and 8th grade-Science. Our students that qualify based on their Fall MAP scores and/or teacher recommendations receive enrichment lessons on Friday. In the the pictures above our 8th grade students are dissecting a fetal pig. The Teachers really enjoy providing curriculum enrichment opportunities above and beyond the normal classroom time.



Congratulations to our **November MS Students of the Month**. 6th grade: Jackson Knott and Kamryn Rippe. 7th grade: Will Mayer and Jocelyn Bakken. 8th grade: Hunter Holding and Addison Jeffrey. Those students exemplified The Falcon Way!

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Congratulations to our **December MS Staff Members of the Month**. Miss Jenny Wright-8th Grade Math Teacher, Mrs. Taylor Siegrist-6th Grade ELA Teacher, and Mr. Brad Henderson-7th Grade World History Teacher. Their efforts this past month have been outstanding with our students and school!



2nd Quarter Awesome Attendance Raffle Winners for students that had 2 absences or less in the quarter. There were two names from each grade level for a total of six students names drawn. The students got to choose from a dozen donuts, a large blizzard, a large pizza, or a fast food meal of their choice.

We will continue to develop what **The Falcon Way** looks like at our Middle School. WE will continue to focus on Falcons being Safe, Responsible, Respectful, Engaged, and Inclusive for us! We will continue to have daily, weekly, monthly, and quarterly student incentives for our students throughout the school year.

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Deputy Brown-School Resource Office (SRO) Update:

Deputy Brown is continuing to update our District and Building Level Safety Plans and Procedures. Deputy Brown continues to keep current in all of his trainings as a School Resource Officer and Deputy. He was recently recognized as Douglas County Sheriff Departments Deputy of the Quarter.

We are determined to continue to provide a safe and positive learning environment for all students and staff. Please feel free to contact me if you have any questions, if you want to see how things are going throughout the day, or if you have any concerns. I'm proud of what we do and who we are! Go Falcons!

Jeremy Travis, M.A.

Douglas County WEST FALCONS

Middle School Principal/AD (6-8)

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"Kids don't care how much you know until they know how much you care"

#TheFalconWay #FalconStrong #DCWestROCKS #BeFALCONKind

LOVEYourPEOPLE

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DC West Community Schools
Board Report January 2023
Dr. Dawn Marten - Director of Learning

- K-12 Math Pilot is in full swing with almost one week under our belt.
 - SAVVAS enVisions K-8
 - HMH AGA 9-12
 - Weekly feedback will be gathered from teachers regarding their professional opinion and insights
 - More info to come as the pilot progresses
- Elementary and middle school interventionists have conducted data digs with classroom teachers in the areas of reading and mathematics using MAP data. Intervention caseloads were established and students will be receiving extra support based on needs. FastBridge progress monitoring will be collected to analyze students' success and adjust instruction based on the data.
- On January 16 (MLK Day), teachers and administration will participate in a full day of professional development.
 - K-12 Math Pilot Committee implementation and lesson development
 - Preschool and SPED Staff focusing on classroom practices, transition, and inclusive practices
 - K-12 Required Training:
 - Suicide Prevention Training
 - Seizure Safe Schools Training
 - In the afternoon all K-12 teachers and administrators will participate in the Youth Frontiers Purpose Retreat. The retreat helps staff feel renewed and recommitted to their vocation, fostering their students' academic success and making a positive difference in students' lives. We give educators time and space to rediscover the motivation that originally inspired them to enter the noble profession of education. Educators will remember and share defining moments in their careers and leave the retreat committed to following "their music" and giving the best of themselves to their students.

Superintendent
Director of Learning
Director of Special Education
Elementary Principal
Middle School Principal
High School Principal
High School Assistant Principal/AD

Dr. Melissa Poloncic
Dr. Dawn Marten
Nicki Pechous
Dr. Jeffrey Kerns
Jeremy Travis
Jim Knott
Nathan Ter Beest

402.359.2583
402.359.2583
402.359.2583
402.359.2151
402.779.2646
402.359.2121
402.359.2121

Superintendent's Report January 16, 2023

Ballfield Design Update

Lamp Rynearson and BCDM are working on a conceptual design to share with the adhoc ballfield committee in the coming weeks. Lamp Rynearson has been completing a topographic survey in order to gather more information on elevation and land conditions for the design. We are looking forward to gathering the committee together again for more discussion.

Enrollment Capacity Guidelines

Each year the administration reviews expected capacity for the next year in planning for staffing needs, option enrollment availability, and general preparedness. As an administrative team we will formalize these capacity guidelines and present them to the Board at the February meeting.

Construction Project Owner Provided Items

Alex was on vacation and unable to attend the Board meeting in January to review our owner's provided budget. We will plan to review this in February instead.

Legislative Update

The legislative session has begun and former Education Chair, Senator Lynn Walz has been replaced by Senator Dave Murman. We continue to partner with our lobbyist group, Bromm, Nielsen, and Mines in order to stay current with proposed legislation, the impact on us as a district, and working with Senators. This year I am also joining [NRCSA](#) (Nebraska Rural Community Schools Association) not only to provide support legislatively advocating for small school districts in Nebraska but also the many other services they may provide being a member. The membership is \$850 annually.

Board Meetings 2023

The following are the dates for board meetings in 2023:

January 16, February 13, March 13, April 10, May 15, June 12, July 17, August 14, September 11, October 16, November 13, December 11.

Superintendent Goals for 2023

- Lead the vision and support needed to implement strategic plan priorities.
- Refine our Multi-Tiered System of Supports (MTSS) model to support academic achievement and provide social-emotional behavioral supports for all students PreK-12.
- Engage in financial planning and design for long-term capital improvement projects.
- Complete the pilot and adoption process of a new certified staff and administrator evaluation system as well as implement new electronic management for personnel evaluation.
- Continue to learn strategies to facilitate, coach and lead the entire administrative team to excellence.
- Research, study, and implement strategies to manage the growth of the communities and district in the next five to ten years so we are proactive rather than reactive.

Upcoming Dates:

February 13~ Regular School Board Meeting

February 13 & 15, 3:45-7:45~ Parent Teacher Conferences

February 14-18~ Melissa attending the AASA National Conference (National Superintendent Conference) in San Antonio representing Nebraska as NASA President

Financial Recap December 2022

	12/1/2022	Receipts	Expenditures	12/30/2022
General Fund				
Depreciation Fund	\$6,374,054.04	\$369,048.79	\$1,094,182.59	\$5,648,920.24
Food Service Fund	\$2,414,725.63	\$820.48	\$0.00	\$2,415,546.11
Qualified Capital Fund	\$335,398.71	\$62,640.71	\$84,299.98	\$313,739.44
Bond Fund	\$44,908.88	\$1,883.18	\$0.00	\$46,792.06
Special Building Fund	\$337,998.35	\$4,724.19	\$0.00	\$342,722.54
- Special Bldg (MS/Fine Art)	\$1,784,216.92	\$10,415.90	\$875,718.47	\$918,914.35
	\$8,240,552.96	\$0.00	\$1,293,476.20	\$6,947,076.76
	\$19,531,855.49	\$449,533.25	\$3,347,677.24	\$16,633,711.50

General Fund Detail

	December	YTD	Budgeted	Revenues	December	YTD
Expenditures						
All Instructional Program	\$ 542,117.48	\$ 2,217,977.33	\$ 7,365,638.00	Personal and Prop Taxes	\$ 42,728.75	\$ 960,306.72
SPED Instructional Program	\$ 161,531.66	\$ 643,068.12	\$ 2,016,700.00	Carline Tax	\$ -	\$ 1,388.75
Support Services SPED Related	\$ 23,151.17	\$ 84,018.55	\$ 324,265.00	Motor Vehicle Taxes	\$ 89,039.62	\$ 388,389.47
Support Services Non-SPED Related	\$ 36,505.86	\$ 122,106.48	\$ 302,340.00	Facility Rental	\$ -	\$ 250.00
Support Instructional	\$ 57,034.88	\$ 228,487.39	\$ 740,685.00	Tuition Received from Individuals	\$ 6,266.10	\$ 38,644.30
Board of Education	\$ 1,691.37	\$ 30,333.12	\$ 77,250.00	Interest	\$ 1,255.57	\$ 5,362.20
Executive Administration Services	\$ 47,468.89	\$ 172,995.80	\$ 427,969.00	Local License Fees	\$ -	\$ 1,875.00
District Legal Services	\$ 400.00	\$ 2,600.25	\$ 35,000.00	Other Local Receipts	\$ 2,527.32	\$ 3,305.64
Office of the Principal	\$ 62,884.97	\$ 267,132.83	\$ 790,732.00	Grants from Corporations/Private	\$ 26,208.85	\$ 26,208.85
General Admin - Business Services	\$ 27,847.76	\$ 98,101.45	\$ 249,300.00	County Fines and License Fees	\$ 1,867.08	\$ 7,024.59
Maint & Operation of Building & Sit	\$ 69,741.54	\$ 545,046.10	\$ 3,154,786.00	ESU Receipts	\$ -	\$ -
Vehicle Acquisition & Maint	\$ -	\$ 3,500.00	\$ 17,500.00	State Aid	\$ 106,130.00	\$ 424,848.00
Regular Pupil Transportation	\$ 11,777.67	\$ 147,717.79	\$ 426,600.00	Special Education Programs	\$ -	\$ -
SPED Pupil Transportation	\$ 3,383.19	\$ 38,922.74	\$ 149,550.00	Special Education Transportation	\$ -	\$ -
Categorical Grant from Coporation	\$ 7,922.47	\$ 34,131.32	\$ 128,660.00	Homestead Exemption	\$ -	\$ -
State Categorical Programs	\$ 602.36	\$ 2,409.44	\$ 108,091.00	Pro-Rate Motor Vehicle	\$ -	\$ 2,753.37
Federal Programs	\$ 33,688.40	\$ 136,998.25	\$ 408,894.00	High Ability Learners	\$ -	\$ 8,789.00
ESSER II & III	\$ 6,432.92	\$ 40,209.49	\$ 791,000.00	Early Childhood Grant	\$ -	\$ -
	\$ 1,094,182.59	\$ 4,815,756.45	\$ 17,514,960.00	State Apportionment	\$ -	\$ -
				Other State Receipts	\$ -	\$ 4,504.56
				Prop & Personal Property Tax Credit	\$ -	\$ -
				Title ESSA Programs	\$ -	\$ -
				IDEA Programs	\$ 89,276.00	\$ 89,276.00
				Medicaid	\$ 2,549.50	\$ 6,680.22
				ESSER II & ESSER III	\$ -	\$ -
				Other Federal Categorical Receipts	\$ -	\$ -
				Sale of Property	\$ 1,200.00	\$ 2,165.00
					\$ 369,048.79	\$ 1,971,771.67

December 2022 Payroll

Net Payroll	\$ 533,701.41
Payroll Taxes (District)	\$ 56,830.62
Payroll Withholding (Employees)	\$ 138,279.82
Retirement (District)	\$ 72,088.19
Retirement Withholding (Employees)	\$ 71,374.45

Regular; Beginning Month 12/2022; Processing Month 12/2022; Accounts to Include Accounts with Activity; Fund Number 05, 12

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	INTEREST	581.95	0.00	5.00	0.00	586.95
05 704 0001	INTEREST	0.00	0.00	54.77	0.00	54.77
05 704 1001	ACTIVITY PASSES	5,271.14	0.00	60.00	0.00	5,331.14
05 704 1002	CORPORATE SPONSORSHIPS	11,568.99	0.00	0.00	0.00	11,568.99
05 704 1003	INSTRUMENTAL MUSIC	2,729.57	501.79	264.50	0.00	2,492.28
05 704 1005	STAFF LOUNGE	1,438.63	0.00	19.48	0.00	1,458.11
05 704 1006	STUDENT FINES	200.00	0.00	0.00	0.00	200.00
05 704 1007	VALLEY WAY	12,576.40	0.00	1,000.00	0.00	13,576.40
05 704 1008	DUAL CREDIT FEES	4,300.00	0.00	0.00	0.00	4,300.00
05 704 1011	PTSA DONATION	7,867.70	0.00	0.00	0.00	7,867.70
05 704 1022	CLASS OF 2022	338.87	0.00	0.00	0.00	338.87
05 704 1023	PROM	4,012.24	0.00	0.00	0.00	4,012.24
05 704 1102	ARTS & HUMANITIES	1,038.26	0.00	0.00	0.00	1,038.26
05 704 1106	BASEBALL TEAM	1,985.48	0.00	0.00	0.00	1,985.48
05 704 1107	BAND	4,325.33	225.00	0.00	0.00	4,100.33
05 704 1108	CHEER	3,228.45	992.00	50.00	0.00	2,286.45
05 704 1110	BOYS BASKETBALL	535.50	1,930.50	2,002.00	0.00	607.00
05 704 1111	BBB TEAM	1,829.36	259.79	0.00	0.00	1,569.57
05 704 1112	CONCESSIONS	21,671.40	1,566.30	5,108.10	0.00	25,213.20
05 704 1113	CONSTRUCTION TECH	7,106.79	0.00	0.00	0.00	7,106.79
05 704 1114	DANCE TEAM	905.88	0.00	0.00	0.00	905.88
05 704 1115	GIRLS BASKETBALL	445.50	1,850.50	1,775.00	0.00	370.00
05 704 1116	DRAMA	10,039.89	1,211.44	135.00	0.00	8,963.45
05 704 1117	FBLA	2,408.72	0.00	0.00	0.00	2,408.72
05 704 1118	HIGH SCHOOL	741.56	0.00	0.00	0.00	741.56
05 704 1119	DC TECH 1:1	43,328.61	0.00	230.00	0.00	43,558.61
05 704 1120	GBB TEAM	6,232.23	988.00	595.00	0.00	5,839.23
05 704 1123	HOSA	3,053.91	0.00	0.00	0.00	3,053.91
05 704 1124	STUCO HS	6,096.70	3,500.00	0.00	0.00	2,596.70
05 704 1128	NATIONAL HONOR SOCIETY	2,530.18	0.00	0.00	0.00	2,530.18
05 704 1130	FOOTBALL	4,966.00	0.00	0.00	0.00	4,966.00
05 704 1131	FOOTBALL TEAM	2,081.98	0.00	0.00	0.00	2,081.98
05 704 1132	SCIENCE CLUB	522.19	100.00	12.00	0.00	434.19
05 704 1133	SPEECH TEAM	2,314.44	0.00	0.00	0.00	2,314.44
05 704 1134	VOCAL MUSIC	2,525.20	225.00	0.00	0.00	2,300.20
05 704 1136	WORLD LANGUAGE CLUB	69.52	0.00	0.00	0.00	69.52

Regular; Beginning Month 12/2022; Processing Month 12/2022; Accounts to Include Accounts with Activity; Fund Number 05, 12

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 1137	ROBOTICS TEAM	3,505.62	160.00	0.00	0.00	3,345.62
05 704 1141	GOLF TEAM	84.88	0.00	0.00	0.00	84.88
05 704 1142	YEARBOOK HS	3,139.35	0.00	0.00	0.00	3,139.35
05 704 1150	CROSS COUNTRY	(1,968.50)	0.00	0.00	0.00	(1,968.50)
05 704 1151	CROSS COUNTRY TEAM	1,725.13	0.00	0.00	0.00	1,725.13
05 704 1160	SOFTBALL	0.00	0.00	0.00	0.00	0.00
05 704 1161	SOFTBALL TEAM	2,663.30	0.00	0.00	0.00	2,663.30
05 704 1166	BOYS TRACK TEAM	381.33	0.00	0.00	0.00	381.33
05 704 1167	GIRLS TRACK TEAM	674.39	0.00	0.00	0.00	674.39
05 704 1175	VOLLEYBALL	2,521.68	0.00	0.00	0.00	2,521.68
05 704 1176	VOLLEYBALL TEAM	2,565.54	47.40	0.00	0.00	2,518.14
05 704 1185	WRESTLING	0.00	410.00	0.00	0.00	(410.00)
05 704 1186	WRESTLING TEAM	1,216.95	0.00	0.00	0.00	1,216.95
05 704 1198	SUMMER SPORTS CAMPS	598.12	0.00	0.00	0.00	598.12
05 704 1199	CHANGE BAGS	(20.00)	0.00	0.00	0.00	(20.00)
05 004 1222	SCIENCE GRANT	3,055.68	0.00	0.00	0.00	3,055.68
05 704 1224	STUCO MS	10,411.49	0.00	1,339.50	0.00	11,750.99
05 704 1225	COFFEE CART - EL SPED	1,526.89	0.00	23.75	0.00	1,550.64
05 704 1319	DISNEY MUSICAL	10,692.44	668.50	2,995.00	0.00	13,018.94
05 704 1320	PRESCHOOL	45.33	0.00	0.00	0.00	45.33
05 704 2112	MS CONCESSIONS	3,169.56	1,121.03	334.56	0.00	2,383.09
05 704 2120	MS BOYS BASKETBALL	(160.00)	720.00	671.00	0.00	(209.00)
05 704 2121	MS BBB TEAM	211.05	0.00	0.00	0.00	211.05
05 704 2135	MS FOOTBALL	293.00	0.00	0.00	0.00	293.00
05 704 2136	MS FOOTBALL TEAM	368.47	0.00	0.00	0.00	368.47
05 704 2180	MS VOLLEYBALL	0.00	0.00	0.00	0.00	0.00
05 704 2204	ATHLETICS MS	0.00	0.00	0.00	0.00	0.00
05 704 2205	UNIFIED SPORTS	1,108.97	466.45	114.50	0.00	757.02
05 704 2218	MIDDLE SCHOOL	1,272.69	0.00	782.00	0.00	2,054.69
05 704 2242	MS YEARBOOK	3,524.84	0.00	0.00	0.00	3,524.84
05 704 3220	ELEM FIELD TRIP	116.27	0.00	0.00	0.00	116.27
05 704 3221	PBIS/FALCOIN	3,974.19	369.68	0.00	0.00	3,604.51
05 704 3318	ELEMENTARY	4,032.88	0.00	0.00	0.00	4,032.88
Fund Total: 05		241,600.11	17,313.38	17,571.16	0.00	241,857.89

12/2022 - 12/2022

Regular; Beginning Month 12/2022; Processing Month 12/2022; Accounts to Include Accounts with Activity; Fund Number 05, 12

Fund: 12 STUDENT FEES

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
12 704	STUDENT PARTICIPATION FEE	13,870.75	1,323.87	0.00	0.00	12,546.88
	Fund Total: 12	13,870.75	1,323.87	0.00	0.00	12,546.88

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JANUARY 2023

User ID: CQ

Vendor Name	Vendor Description	Amount
360 COMMUNITY SERVICES		432.11
ACT, INC		16.00
AKRS EQUIPMENT SOLUTIONS INC		757.02
AMAZON.COM CREDIT		1,404.90
AWARDS UNLIMITED INC		1,452.23
BOUND TO STAY BOUND BOOKS		123.67
CAPPEL NAPA AUTO SUPPLY - VALLEY		85.21
CINTAS CORP		50.24
CITY OF VALLEY		548.97
COX BUSINESS		194.98
DC WEST FOOD SERVICE		753.40
DIETZE MUSIC HOUSE		841.26
EDUCATIONAL SERVICE UNIT #3		1,540.87
EGAN SUPPLY CO		3,539.53
ELECTRONIC SOUND INC		250.00
ELKHORN SOUTH HIGH SCHOOL		91.00
ENGINEERED CONTROLS		494.00
FIBER PLATFORM, LLC		416.32
FIREGUARD INC		3,238.01
FIRST NEBRASKA BANK-VALLEY		25.00
FIRST STUDENT		70,558.97
FREMONT ELECTRIC INC		85.00
GARAGE DOOR SERVICES INC		5,515.00
HEARTLAND PEST CONTROL		240.00
HELM SERVICE		8,725.00
HOMETOWN LEASING		2,522.27
JAYMAR BUSINESS FORM, INC		424.47
JUST FOR KIDS THERAPY INC		9,160.25
JW PEPPER & SONS		50.49
KERNS, JEFF		23.11
KIDWELL INC.		565.00
LOU'S SPORTING GOODS		49.16
MARKING REFRIGERATION		679.00
MATHESON TRI-GAS INC		87.49
MENARDS - ELKHORN		1,022.32
METRO COMMUNITY COLLEGE		962.64
MOSYLE CORPORATION		4.12
NE COUNCIL OF SCHOOL ADM		310.00
NEBR ASSOCIATION OF SCHOOL BOARDS		77.00
NEBRASKA ASSOCIATION FOR THE GIFTED		150.00
NEBRASKA TURF PRODUCTS		1,063.80
ONE SOURCE		5.00
OVERHEAD DOORS		230.00
PATRICIA CATERING		1,700.00
RIVERSIDE INSIGHT		1,265.75
ROBOTICS EDUCATION & COMP FOUNDATION		24.36
SAVVAS LEARNING COMPANY		810.00
SCHOOL HEALTH CORPORATION		21.63
SCHOOL SPECIALTY INC		172.14
SCHUYLER HIGH SCHOOL		125.88
SPARQDATA SOLUTIONS INC		2,300.00
STANZEL'S MOW & SNOW LLC		8,512.50
TAP SPACE		142.79
TEACHERS PAY TEACHERS		22.99
THAT PET PLACE		313.06
THOMAS, CYNTHIA		51.00

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JANUARY 2023

User ID: CQ

Vendor Name	Vendor Description	Amount
UNITED ART AND EDUCATION		14.38
UNIVERSITY NEBRASKA MEDICAL CENTER		301.46
VERIZON		15.02
VISITING NURSE HEALTH SERVICES		761.25
WATER ENGINEERING INC		500.42
Fund Number 01		<hr/> 135,819.44
AMAZON.COM CREDIT		855.99
BULLER FIXTURE COMPANY		64,616.59
CANTEEN REFRESHMENT SERVICES		178.92
CASH-WA DISTRIBUTING		12,257.14
CHESTERMAN CO		295.01
CINTAS CORP		133.70
GOODWIN TUCKER		997.95
HILAND DAIRY		4,761.18
ROTELLA'S ITALIAN BAKERY INC		327.47
SYSCO LINCOLN		3,572.80
US FOOD INC		6,821.04
Fund Number 06		<hr/> 94,817.79
BERINGER CIACCIO DENNEL MABREY		9,115.76
BOYD JONES CONSTRUCTION CO		1,432,940.17
PRIME COMMUNICATIONS INC		24,607.65
RAINWOOD DEVELOPMENT PARTNERS, LLC		13,440.00
THIELE GEOTECH INC		1,146.00
Fund Number 08		<hr/> 1,481,249.58

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MID MONTH BILLS - DECEMBER 2022/JANUARY 2023

User ID: CQ

Vendor Name	Vendor Description	Amount
ACH BANK FEE		64.25
ARROW STAGE LINES		3,124.00
BEST CARE EMPLOYEE ASSIST PROGRAM		3,165.48
BLUE CROSS & BLUE SHIELD		3,356.83
BOYS TOWN		5,941.08
BRICHACEK, KRISTIN		70.00
COX BUSINESS		543.18
CREIGHTON PREP HIGH SCHOOL		104.00
DC WEST COMMUNITY SCHOOLS		2,000,000.00
DOUGLAS COUNTY POST-GAZETTE		1,143.41
EDUCATIONAL SERVICE UNIT #3		390.60
ESU COORDINATING COUNCIL		2,055.20
HEARTLAND PEST CONTROL		240.00
HOMETOWN LEASING		2,522.27
HUTCHINSON, REBEKAH		80.00
LOVE'S TRAVEL STOPS & COUNTRY STORE		813.59
MADISON NATIONAL LIFE INS CO IN		1,898.74
MAGIC WRIGHTER E-SERVICE		203.75
OMAHA PUBLIC POWER DISTRICT		16,079.84
PAPILLION LAVISTA SOUTH HIGH SCHOOL		206.00
PITNEY BOWES		969.15
RMD PROMOTIONS LLC		900.00
STRIV, INC.		3,975.00
VALENTINO'S		82.56
VERIZON		15.02
VISITING NURSE HEALTH SERVICES		3,171.00
WALMART COMMUNITY		314.61
WASTE CONNECTIONS OF NEBR, INC		711.45
WAYNE STATE COLLEGE		245.00
WELLS FARGO BANK		1,509.33
WENNINGHOFF, SYDNEE		70.00
WOODRIVER ENERGY LLC		4,900.23
Fund Number 01		<u>2,058,865.57</u>
WALMART COMMUNITY		<u>350.00</u>
Fund Number 06		350.00

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
EDUCATION OF DOUGLAS COUNTY SCHOOL DISTRICT 28-0015,
a/k/a, DOUGLAS COUNTY WEST COMMUNITY SCHOOL DISTRICT
Monday, December 12, 2022**

The regular meeting of the Board of Education, District #15, in the County of Douglas, in the State of Nebraska, was convened in open and public session on Monday, December 12, 2022 at the High School/Middle School Library, 401 South Pine Street, Valley, NE 68064-0378.

Following public notification procedures, in adherence to 84-1411, notice of the meeting was given in advance thereof by posting such Notice on the exterior front door of the high school, elementary school, middle school, Valley City Hall, First Nebraska Bank, and Foundation One Bank. Notice of the meeting was simultaneously given to all members of the Board of Education. Availability of the agenda was communicated in advance notice and in the notice to the Board of Education of the meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Attendance Taken at 7:00 PM.

Kelly Hinrichs: Present
Luke Janke: Present
Jamie Jorgensen: Present
Bill Koile: Present
Elizabeth Mayer: Present
Patrick McCarville: Present

1. Call to Order

The agenda, listing items for consideration by the Board, is on file in the Superintendent's office. Other matters may come before the Board and the Board has the right to modify the agenda before the meeting.

President – “As I call the meeting to order I wish to inform everyone present that a current copy of the Open Meetings Act is posted on the back wall of the Board Room for your review at any time.”

2. Public Communications and Correspondence

Comments from the audience were accepted.

On behalf of the DC West School Foundation, President Sue McKee thanked Board Member, Dr. Pat McCarville and Board Secretary, Sabina Safford for their years of service to DC West Community Schools.

DC West Parent Tara Brokaw addressed the Board regarding the need for a full-time district nurse.

3. Approval of Agenda

Motion to approve agenda as presented passed with a motion by Kelly Hinrichs and a second by Bill Koile.
Kelly Hinrichs: Yea, Luke Janke: Yea, Jamie Jorgensen: Yea, Bill Koile: Yea, Elizabeth Mayer: Yea,
Patrick McCarville: Yea
Yea: 6, Nay: 0

4. Administrative Reports

4.1. Superintendent's Report

4.2. Financial Report

5. Consent Agenda

Motion to approve Consent Agenda Passed with a motion by Patrick McCarville and a second by Luke Janke.

Kelly Hinrichs: **Yea**, Luke Janke: **Yea**, Jamie Jorgensen: **Yea**, Bill Koile: **Yea**, Elizabeth Mayer: **Yea**, Patrick McCarville: **Yea**

Yea: 6, Nay: 0

5.1. Approve Minutes

Regular Meeting Date: 01/16/23

Special Meeting Date:

5.2. Approve Claims for Payment

5.3. Approve Financial Report

5.4. Approve Classified Staff

Sabina Safford, District Administrative Assistant, retirement at the end of December, 2022.

6. Old Business

6.1. Building and Grounds Update

Dr. Polonic provided an update on the following:

- Ball Field Task Force Committee Meeting
- Land Acquisition
- DA Davidson & Financial Update

7. New Business

7.1. Approve Certificated Staff Retirement

Debbie Finnicum, Middle School Counselor, is retiring at the end of the 2022-2023 school year.

Motion to approve the retirement of Debbie Finnicum, Middle School Counselor at the end of the 2022-2023 school year passed with a motion by Bill Koile and a second by Elizabeth Mayer.

Kelly Hinrichs: **Yea**, Luke Janke: **Yea**, Jamie Jorgensen: **Yea**, Bill Koile: **Yea**, Elizabeth Mayer: **Yea**, Patrick McCarville: **Yea**

Yea: 6, Nay: 0

7.2. Discussion of Live Streaming Board Meetings

Dr. Polonic provided information from the Learning Community and our NC Conference school districts regarding their practices in live streaming. Due to current construction it was decided that this issue would be revisited when the new Superintendents Office/Board Room is completed this fall.

8. Executive Session – Superintendent’s Evaluation

The Board may enter into closed session at any time to discuss any matter for which a closed session is lawful and appropriate. The Superintendent's Evaluation was conducted in closed session.

Before the Board can enter closed session, a motion must be made in agreement with Statute 84-1410 by the Board to discuss topics such as personnel, negotiations, and legal matters.

Motion to enter in Executive Session at 7:34pm passed with a motion by Kelly Hinrichs and a second by Jamie Jorgensen.

Kelly Hinrichs: **Yea**, Luke Janke: **Yea**, Jamie Jorgensen: **Yea**, Bill Koile: **Yea**, Elizabeth Mayer: **Yea**, Patrick McCarville: **Yea**

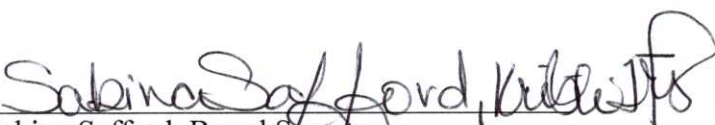
Yea: 6, Nay: 0

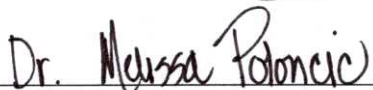
8.1. Reconvene to Regular Session and Adjourn

Motion to reconvene to regular session and adjourn at 8:25pm passed with a motion by Kelly Hinrichs and a second by Jamie Jorgensen.

Kelly Hinrichs: **Yea**, Luke Janke: **Yea**, Jamie Jorgensen: **Yea**, Bill Koile: **Yea**, Elizabeth Mayer: **Yea**, Patrick McCarville: **Yea**

Yea: 6, Nay: 0


Sabina Safford, Board Secretary


Dr. Melissa Poloncic, Superintendent

Internal Board Policies - OrganizationAnnual Organizational Meeting

- A. An organizational meeting of the Douglas County West Community School District Board of Education shall be held on or before the third Monday of January of each year for the purposes of seating any new members and electing officers.

The following are procedures for election of officers and other business to take place at the annual organizational meeting of the Board:

1. After new Board members are sworn in, the Board will elect from its members a President, Vice President, Secretary and Treasurer, and if it is determined by the Board of Education to be needed an ex officio secretary and treasurer and those elected will assume office at the organizational meeting.

Upon call for nominations for each office by the Chair, nominations shall be made by written or oral ballot. Voting will be by oral or written ballot on all members nominated and repeated until a majority is achieved for a nominee. If no member receives a majority of votes after five ballots or one hour, the Board member who was the President of the Board during the immediately preceding term shall continue as President. In the event that the previous Board President is no longer a Board member, then the Vice President from the immediately preceding term shall become the President. In the event that both the prior President and Vice President are no longer members of the Board, then the longest tenured Board member shall serve as President. The vote may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.

2. The President shall assume the chair immediately upon the President's election.
3. The motions for the officer elections should read: Move that _____ be elected as _____ (name of office) to serve a term of one year, or until the person's successor is elected and qualified.

- B. The order of business for meeting should be as follows:

1. Call to Order and Roll Call
2. Oath of office for most recently elected
3. Elections
 - a. President
 - b. Vice President

- c. Treasurer
- d. Secretary

- 4. Approval of committees, positions, and designations
 - a. Consider, discuss and take action to elect Secretary to the BOE
 - b. Consider, discuss and take action to select Legal counsel
 - c. Consider, discuss and take action to elect Committees as determined by the BOE
 - d. Consider, discuss and take action to select Depository bank(s)
 - e. Consider, discuss and take action to select District newspaper(s) of record

- 5. Approval of current Board policies and regulations

- 6. Designate date for the annual review of BOE policies

- 7. Dissemination to each Board member of conflict of interest statutes

- 8. Adjournment

Date of Adoption: November 15, 2021

RESOLUTION

RESOLVED, that the official depository of school funds for this School District is hereby designated to be _____, and that the designation of any other institution as the depository of school funds is hereby withdrawn.

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, and member _____ seconded the same. After discussion and roll call vote, the following members voted in favor of passage and adoption of the above Resolution: _____

_____.
The following members voted against the same: _____

_____.
The following members were absent or not voting: _____

_____.
The above Resolution, having been consented to and approved by more than a majority of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this ____ day of _____, 20__.

Douglas County West Community Schools

BY: _____
President

Attest:

Secretary

Legal Reference: Neb. Rev. Stat. Sections 77-2350 and 77-2350.01

Date of Adoption: November 15, 2021

49-1499.03. Political subdivision personnel; school board; discharge of official duties; potential conflict; actions required; nepotism; restrictions on supervision of family members.

(1)(a) An official of a political subdivision designated in section 49-1493 who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

(i) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict; and

(ii) Deliver a copy of the statement to the commission and to the person in charge of keeping records for the political subdivision who shall enter the statement onto the public records of the subdivision.

(b) The official shall take such action as the commission shall advise or prescribe to remove himself or herself from influence over the action or decision on the matter.

(c) This subsection does not prevent such a person from making or participating in the making of a governmental decision to the extent that the individual's participation is legally required for the action or decision to be made. A person acting pursuant to this subdivision shall report the occurrence to the commission.

(2)(a) Any person holding an elective office of a city or village not designated in section 49-1493 and any person holding an elective office of a school district who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

(i) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;

(ii) Deliver a copy of the statement to the person in charge of keeping records for the city, village, or school district who shall enter the statement onto the public

records of the city, village, or school district; and

(iii) Except as otherwise provided in subsection (3) of this section, abstain from participating or voting on the matter in which the person holding elective office has a conflict of interest.

(b) The person holding elective office may apply to the commission for an opinion as to whether the person has a conflict of interest.

(3)(a) This section does not prevent a person holding an elective office of any city, village, or school district from making or participating in the making of a governmental decision:

(i) To the extent that the individual's participation is legally required for the action or decision to be made; or

(ii) If the potential conflict of interest is based on a business association and (A) such business association is an association of cities and villages or school districts, (B) the city, village, or school district is a member of such association, and (C) the business association exists only as the result of such person holding elective office.

(b) A person holding elective office of any city subject to subsection (1) of this section who is acting pursuant to this subsection shall report the occurrence as provided in subdivisions (1)(a)(i) and (ii) of this section.

(c) A person subject to subsection (2) of this section who is acting pursuant to this subsection shall report the occurrence as provided in subdivisions (2)(a)(i) and (ii) of this section.

(4) Matters involving an interest in a contract are governed either by sections 49-14,102 and 49-14,103 or by sections 49-14,103.01 to 49-14,103.06. Matters involving the hiring of an immediate family member are governed by section 49-1499.04. Matters involving nepotism or the supervision of a family member by an official or employee in the executive branch of state government are governed by section 49-1499.07.

Source: Laws 2001, LB 242, § 14; Laws 2005, LB 242, § 42; Laws 2009, LB322, § 3; Laws 2019, LB411, § 66.

Internal Board Policies

Conflict of Interest—Other Than Contracts or Employment

1. Members of the Board of Education of this School District shall abstain from voting on matters on which they may have a conflict of interest. Any Board member who would be required to take any action or make any decision in the discharge of his or her duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (A) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict; and,
- (B) Deliver a copy of the statement to the Secretary of the Board of Education, who shall enter the statement into the public records of the School District.

The Board member shall take such action as the Commission shall advise or prescribe to remove himself or herself from influence over the action or decision in the matter.

2. The provisions of paragraph 1 above shall not prevent a Board member from making or participating in the making of a School District-related decision to the extent that the individual's participation is legally required for the action or decision to be made. In such event, the Board member shall report the occurrence to the Commission.

3. Except as defined in Nebraska statute and this policy, conflict of interest of a Board member shall not prevent a Board member from serving on the Board or restrict the hiring or purchasing practices of this School District.

4. The Superintendent, or the Superintendent's designee, shall provide:

- (A) Each Board member with copies of state statutes of Nebraska pertaining to conflicts of interest at the organizational meeting of the Board of Education held at the regular School Board meeting in January of each year. In addition, any newly appointed or elected Board member shall be provided such statutes.
- (B) When possible, provide each Board member with a list of financial matters on the agenda to come before the Board of Education at the next regular meeting in sufficient detail to allow the Board member to identify potential conflicts of interest and report and receive advice from the Commission.

5. For purposes of this policy, immediate family member shall be defined as a child residing in the Board member's household, a Board member's spouse or an individual claimed by that Board member or the Board member's spouse as a dependent for federal income tax

purposes.

Legal Reference: Neb. Rev. Stat. Sec. 49-1425; Sec. 49-14,101; Sec. 49-14,102; Sec. 49-14,103; Sec. 49-14,103.01; Sec. 49-14,103.02; Sec. 49-14,103.03; Sec. 49-14,103.04; Sec. 49-14,103.05; Sec. 49-14,103.06; Sec. 79-818; Sec. 79-544 and Sec. 49-1499.

Date of Adoption: November 15, 2021

DC West Community Schools

2022-2023 CALENDAR

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Aug. 11 New Teacher Inservice
 Aug. 12, 15, 16 Teacher Work Days/ Professional Development
 Aug. 16 Open House
 Aug. 17 1st Day of Classes: Dismiss @ 11:45 a.m.
 Afternoon: Teacher Professional Development

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Jan. 11-13 Parent/Teacher Conferences 3:45-7:45 p.m.
 Jan. 14-15 Teacher Workdays/Professional Development
 Jan. 16-17 Open House
 Jan. 18-19 1st Day of Classes: Dismiss @ 11:45 a.m.
 Afternoon: Teacher Professional Development

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Sept. 5 NO SCHOOL - Labor Day
 Oct. 17 & 19 MS/HS Parent/Teacher Conferences 3:45-7:45 p.m.
 Oct. 18 & 19 EL Parent/Teacher Conferences 3:45-7:45 p.m.
 Oct. 19 End 1st Quarter (45 days)
 Oct. 20 NO SCHOOL- Teacher Workday
 Oct. 21 NO SCHOOL- Conference Comp Day

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

Feb. 1-3 Parent/Teacher Conferences 3:45-7:45 p.m.
 Feb. 4-5 Teacher Workdays/Professional Development
 Feb. 6-7 Open House
 Feb. 8-9 1st Day of Classes: Dismiss @ 11:45 a.m.
 Afternoon: Teacher Professional Development

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Nov. 23-25 NO SCHOOL - Thanksgiving Break
 Dec. 20 End 1st Semester (39, 84 days)
 Dec. 21 NO SCHOOL- Teacher Professional Development/Workday
 Dec. 22-Jan. 4 NO SCHOOL - Winter Break
 Jan. 4 NO SCHOOL - Teacher Workday
 Jan. 5 First Day of Second Semester

March

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Mar. 1-2 Parent/Teacher Conferences 3:45-7:45 p.m.
 Mar. 3-4 Teacher Workdays/Professional Development
 Mar. 5-6 Open House
 Mar. 7-8 1st Day of Classes: Dismiss @ 11:45 a.m.
 Afternoon: Teacher Professional Development

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Feb 13 & 15 EL/MS/HS Parent/Teacher Conferences 3:45-7:45 p.m.
 Feb. 17 NO SCHOOL- Conference Comp Day
 Feb. 20 NO SCHOOL- Teacher Professional Development
 Mar. 9 End 3rd Quarter (43)
 Mar. 10 NO SCHOOL- Teacher Workday
 Mar. 13 NO SCHOOL- Teacher Professional Development

April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Apr. 1-2 Parent/Teacher Conferences 3:45-7:45 p.m.
 Apr. 3-4 Teacher Workdays/Professional Development
 Apr. 5-6 Open House
 Apr. 7-8 1st Day of Classes: Dismiss @ 11:45 a.m.
 Afternoon: Teacher Professional Development

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 10-14 NO SCHOOL - Spring Break
 May 7 Graduation Sunday
 May 25 or earlier End 2nd Semester (45, 88 days)
 May 23, 24, 25 Built in Snow Days
 **Last Day for students: Dismiss @ 11:45 a.m.
 May 26 or earlier NO SCHOOL -Teacher Workday

May

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May 1-2 Parent/Teacher Conferences 3:45-7:45 p.m.
 May 3-4 Teacher Workdays/Professional Development
 May 5-6 Open House
 May 7-8 1st Day of Classes: Dismiss @ 11:45 a.m.
 Afternoon: Teacher Professional Development

School in Session (172 Days)

Approved Revision 1.16.2023

- NO SCHOOL - Teacher Workday/Professional Development
- NO SCHOOL for Staff & Students
- Indicates Friday Early Dismissal
- 41 Parent Teacher Conferences (EL, MS, HS)

CALENDAR INCLUDES 3 SNOW DAYS

DC West Administration,

The purpose of this letter is to inform you that I am resigning from my teaching position for family reasons effective at the end of the 2022/2023 school year.

I have worked with DC West for 6 years and in that time I have been able to learn from multiple leaders and spend my time with amazing teachers, other staff members, and students. I want to thank the leadership team and the school board for allowing me to work for such a great district. I hope to continue to be involved, but hopefully from the parent side. I hope that if things change for me in the future, I can return to teaching and once again be part of the Falcon Family.

Thank you again for allowing me to start my career at DC West and I look forward to seeing all the amazing work that the teachers will continue to do.

Sincerely,

A handwritten signature in black ink that reads "Mekenna Haahr". The signature is written in a cursive, flowing style.

Mekenna Haahr



We have prepared a quote for you

**High School + Middle School Camera and Door
Upgrades**

Quote # 008785 v4

Prepared for:

**Douglas County West Community
Schools**

Sandi Kerkhoff
skerkhoff@dcwest.org

Prepared by:

Prime Secured

Dave Kanne
dkanne@primecominc.com

PRIME SECURED

3603 N. 222 ST. | PO Box 131 | Elkhorn NE, 68022

Friday, December 02, 2022

Douglas County West Community Schools
Sandi Kerkhoff
401 S Pine Street
Valley, NE 68064
skerkhoff@dcwest.org

Dear Sandi,

Thank you for inviting Prime Secured to participate in the selection process for your project. Prime Secured was founded in 2001 with a commitment to deliver quality solutions, installed by certified technicians, and supported by a dedicated customer support team. With over 17 years' experience focused in physical security and infrastructure, we are able to meet the growing needs of the corporate enterprise sector. Our extensive experience makes us a premier integration partner who understands the strengths and complexities of today's physical security solutions.

Our unique approach to project implementation focuses on end to end project management, engineered design, and professional deployment. Our experienced technical support team will be there after deployment to manage your systems and be your liaison to our engineering team. The Prime Secured team understands that each customer engagement is unique and requires great attention to detail before, during, and after your project is launched.

Thank you again for your time and consideration through the initial phase of this process. We look forward to the opportunity to partner with you.



Dave Kanne
Outside Sales Representative
Prime Secured

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► Statement of Work

Installation Materials

Notice: Due to industrywide supply chain shortages, some materials may have delays that could impact project schedules. Prime Secured is working with manufacturers and distributors to ensure materials are delivered in a timely manner where possible. As part of our effort, Prime Secured may also be contacting you regarding alternative materials to support your project. Thank you for your patience during these challenging times.

Scope of Project

Prime Secured will replace the customers' existing access control at (8) doors and (38) video surveillance cameras with Genetec at the High School and Middle School.

Below is a breakdown of the equipment and professional services provided by Prime needed to complete the takeovers:

Access Control

- (3) New Access Control Panels
 - (3) Power Supplies
 - (5) Door Controllers
- (8) Card Readers
 - Mullion Mount Style
- (10) PIR Detectors
- (19) Door Contacts
- All cabling and labor needed to complete the installation
- All existing door strikes will be reused and are assumed to be in a good and working order
- Prime will work with IT to request (3) IP addresses, update the license with the additional reader connections, name each door once according to owner's requirements, place into specified area, and configure for any applicable access levels and schedules.

Video Surveillance

- Outdoor Camera Replacements (13 Total Cameras)
 - (1) AXIS 180 Degree Camera
 - (6) AXIS 5MP Varifocal Dome Cameras
 - (1) AXIS 4k Varifocal Dome Cameras
 - (5) AXIS Multi-Sensor Cameras
- Outdoor Camera Cabling
 - (2) New Camera Drops
 - All other existing camera cabling will be reused and is assumed to be in a good and working order

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► Statement of Work

- Indoor Camera Replacements (24 Total Cameras)
 - (10) AXIS 1080P Wide Angle Cameras
 - (1) AXIS 4MP Wide Angle Camera
 - (2) AXIS 2MP Varifocal Cameras
 - (3) AXIS 5MP Varifocal Cameras
 - (4) AXIS Dual Sensor Cameras
 - (3) AXIS Multi-Sensor Cameras
 - (1) AXIS 4MP Varifocal Cameras
- Indoor Camera Cabling
 - All existing camera cabling will be reused and is assumed to be in a good and working order
- Video Intercoms
 - (1) AXIS Video Intercom
 - (1) Grandstream Master Station
- Video Intercom Cabling
 - (1) New cabling drop for AXIS Video Intercom
 - (1) New cabling drop for the Grandstream Master Station
- Prime will work with IT to request (39) IP addresses, update the license with the additional camera connections, program the cameras into the archiver role, name each camera once according to owner's requirements, place into specified area, and configure for motion detection appropriate for scene.

This quote is contingent upon the execution of the middle school access control and video quote

Storage Calculations - High School and Middle School Cameras

Image Sensor Quantities:

2MP (1080P): 52

3MP: 2

5MP: 12

8MP (4K): 1

Based on continuous recording of 67 image sensors, a recording framerate of 10fps, and a retention period of 30 days, Prime estimates a minimum of 14.22 Tb of available storage is needed to support the addition of the quoted cameras to this system. Prime assumes the customer's existing system has enough available storage to support the addition of these cameras.

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Access Control

Description	Price	Qty	Ext. Price
Genetec Licensing			
1 Synergis Education reader connection for K12. Mu 1 Synergis Education reader connection for K12. Must purchase Synergis Education K12 Package (GSC-EDU-SY-BASE). Includes Genetec Advantage for 1 Synergis Education reader connection for K12 – 5 years.	\$232.14	10	\$2,321.40
Access Control Cabinet			
Access Control Cabinet (Trove2)	\$987.00	3	\$2,961.00
Door Controllers			
Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - no reader connections included. Can be used for SaaS, Education package and replacement	\$1,470.86	3	\$4,412.58
Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - no reader connections included. Can be used for SaaS, Education package and replacement	\$721.50	2	\$1,443.00
Card Readers			
Reader, Signo 20, Mullion, Standard Profile, Pigtail	\$225.99	8	\$1,807.92
Installation Consumables	\$21.43	8	\$171.44
Request to Exit Devices			
iRex Plus Accessory, Access Control Module, PIR... iRex Plus Accessory, Access Control Module, PIR, Request To Exit	\$65.24	10	\$652.40
Door Contacts			
1" recessed with 2 switches, 2 closed loop - WHITE	\$26.09	19	\$495.71
Credentials			
ICLASS 2K/2 SE, COMPOSITE, PROG, F-GLOSS, B-GLOSS, MATCHING, NO S	\$4.17	200	\$834.00
Access Control Cabling - Doors			

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Access Control

Description	Price	Qty	Ext. Price
Access Control Cabling - Doors	\$295.00	8	\$2,360.00
Access Control Cabling - Cabinet			
Access Control Cabling - Cabinet	\$52.43	3	\$157.29
Subtotal:			\$17,616.74

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Video Surveillance

Product Description	Price	Qty	Extended Price
Genetec Licensing			
1 Omnicast Education camera connection for K12. Mu	\$222.86	37	\$8,245.82
Outdoor Cameras			
P3818-PVE 13MP 180 OUTDOOR DME	\$1,978.56	1	\$1,978.56
P3267LVE/5MP/VANDOM/3-8MZ/IP66	\$968.56	6	\$5,811.36
P3268LVE/4K/VANDOM/IR/AI/IP66	\$1,069.99	1	\$1,069.99
P3727PLE/PANORA/4X2MP/IR/IP67	\$1,478.56	5	\$7,392.80
T91H61 WALL MOUNT	\$204.27	5	\$1,021.35
T94N01D PNDNT KT	\$101.41	5	\$507.05
AXIS T91A64 CORNER BRACKET	\$91.41	5	\$457.05
Installation Consumables	\$21.43	13	\$278.59
Indoor Cameras			
M3115LVE/1080P/TURET/2.8MM/IR	\$357.13	10	\$3,571.30
M3116-LVE/4MP/TURET/2.4MM/IR	\$458.56	1	\$458.56
P3265V/2MP/VANDOM/INDR/VF/AI	\$571.41	2	\$1,142.82
P3267LV/5MP/VANDOM/IN/VF/AI/IR	\$815.70	3	\$2,447.10
P3715-PLVE/2X2MP/180/DOME/IR	\$988.56	4	\$3,954.24
P3727PLE/PANORA/4X2MP/IR/IP67	\$1,478.56	3	\$4,435.68
M4216V/4MP/VANDOM/DLPU/AUD/VF	\$489.99	1	\$489.99
TELESCOPING BRACKET 15 TO 26	\$3.99	24	\$95.76
Camera Cabling - Outdoor			
Camera Cabling - Outdoor	\$169.51	2	\$339.02

Subtotal: **\$43,697.04**

Video Intercoms

Description	Price	Qty	Ext. Price
Genetec Licensing			

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Video Intercoms

Description	Price	Qty	Ext. Price
GSC-EDU-OM-1C 1 Omnicast Education camera connection for K12. Mu 1 Omnicast Education camera connection for K12. Must purchase Omnicast Education K12 Package - Genetec Advantage for 1 Omnicast Education camera connection for K12 - 5 years.	\$222.86	1	\$222.86
Video Intercoms			
0871-001 A8105-E NETWORK VIDEO DR STN	\$859.99	1	\$859.99
GXV3370 GRANDSTREAM Andriod 7.0 Video IP Phone Touch Screen HD Bluet GRANDSTREAM Andriod 7.0 Video IP Phone Touch Screen HD Bluetooth Wi-Fi	\$330.59	1	\$330.59
Camera Cabling - Indoor Camera Cabling - Indoor	\$170.45	1	\$170.45
Camera Cabling - Outdoor Camera Cabling - Outdoor	\$169.51	1	\$169.51

Subtotal: \$1,753.40

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► Statement of Work - New Server

Installation Materials

Notice: Due to industrywide supply chain shortages, some materials may have delays that could impact project schedules. Prime Secured is working with manufacturers and distributors to ensure materials are delivered in a timely manner where possible. As part of our effort, Prime Secured may also be contacting you regarding alternative materials to support your project. Thank you for your patience during these challenging times.

Scope of Project

Prime Secured will replace the previously quoted Genetec server on quote 7915 v3.

Quote 7915 for the Middle School has already had a PO issued to Prime. The server quoted in quote 7915 will be credited back in this quote, and a new server has been spec'd and quoted as its replacement.

The new 72TB server with 41 TB of usable space will provide video retention for all cameras at the Elementary, Middle School, and High School. Video retention is spec'd to retain up to 30 days of video.

Below is a breakdown of the how the server was spec'd to accommodate all cameras:

Storage Calculations from All Quotes for DC West Community Schools

- DC West Middle School Access Control and Security Camera RFP - #7915 v3
 - Image Sensor Quantities:
 - 2MP (1080P): 16
 - 5MP: 4
 - Based on continuous recording of 20 image sensors, a recording framerate of 10fps, and a retention period of 30 days, Prime estimates a minimum of 4.17 Tb of storage is needed. This includes a built in 20% storage buffer to allow for future expansion of the system.
- High School + Middle School Camera and Door Upgrades - #8785 v3
 - Image Sensor Quantities:
 - 2MP (1080P): 52
 - 3MP: 2
 - 5MP: 12
 - 8MP (4K): 1
 - Based on continuous recording of 67 image sensors, a recording framerate of 10fps, and a retention period of 30 days, Prime estimates a minimum of 14.22 Tb of available storage is needed to support the addition of the quoted cameras to this system. Prime assumes the customer's existing system has enough available storage to support the addition of these

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► Statement of Work - New Server

cameras.

- Elementary School Camera and Access Control Upgrade - #8803 v1
 - Image Sensor Quantities:
 - 2MP (1080P): 47
 - 5MP: 9
 - Based on continuous recording of 56 image sensors, a recording framerate of 10fps, and a retention period of 30 days, Prime estimates a minimum of 11.19 Tb of available storage is needed to support the addition of the quoted cameras to this system. Prime assumes the customer's existing system has enough available storage to support the addition of these cameras.

Storage Calculations - All Cameras at the Elementary, Middle School, and High School

Image Sensor Quantities:

2MP (1080P): 115

3MP: 2

5MP: 25

8MP (4K): 1

Based on continuous recording of 143 image sensors, a recording framerate of 10fps, and a retention period of 30 days, Prime estimates a minimum of 29.55 Tb of storage is needed. This includes a built in 20% storage buffer to allow for future expansion of the system.

Estimated required network bandwidth for camera recording: 78.22 Mbps

These calculations are based on Prime's standard default recording configurations. Larger and smaller servers are also available depending on the needs of your particular recording scenario, along with increased capacities to facilitate future expansion of the system.

Prime is providing a Dell server designed and built specifically for video surveillance to Genetec recommended specifications, built on a 2U Rackmount 8LFF chassis, with an included 5-year hardware warranty with Keep Your Drive and next business day on-site services. The server will be configured with quantity: 6 x 12 TB hard drives configured in a Raid 5 with 41.9 TB of usable space, 16GB of memory, (4) 1GB Base-T's, and a Single Xeon 4208 processor. The server can support a maximum of 360 cameras, at a maximum total recording bandwidth of 540 Mbps.

New Genetec Server & Old Server Credit

Product Description	Price	Qty	Extended Price
New Genetec Server			
IronLink R208 S4208 72TB Value + STD*	\$10,107.79	1	\$10,107.79
DELL IDRAC ENTERPRISE LICENSE	\$290.91	1	\$290.91
Genetec Server Credit			
Streamvault™ SV-300E-R2 with 12TB including Security Center Omnicast™/Synergis™/Sipelia™ Intrusion Monitoring Base /AutoVu™ software (Inc. region specific power cord) (1x 1GbE, 1x 10GbE port standard) (Display Connections: 1x USB-C): - 1 Directory for up	\$4,635.71	-1	(\$4,635.71)
IDRAC ENTERPRISE LICENSE 14G SERVERS	\$242.86	-1	(\$242.86)
Subtotal:			\$5,520.13

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High School + Middle School Camera and Door Upgrades



Prepared by:

Prime Secured

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Prepared for:

Douglas County West Community Schools

401 S Pine Street
Valley, NE 68064
Sandi Kerkhoff
(402) 359-2583
skerkhoff@dcwest.org

Quote Information:

Quote #: 008785

Version: 4
Delivery Date: 12/02/2022
Expiration Date: 11/18/2022

Quote Summary

Description	Amount
Access Control	\$17,616.74
Video Surveillance	\$43,697.04
Video Intercoms	\$1,753.40
Professional Services	\$34,105.72
New Genetec Server & Old Server Credit	\$5,520.13
Total: \$102,693.03	

Sales Tax Not Included.
Applicable sales tax will be calculated upon invoicing.

Payment Terms: Net 30.
Material is invoiced upon order.
Labor will be invoiced monthly.

Prime Secured

Douglas County West Community Schools

Signature:
Name: Dave Kanne
Title: Outside Sales Representative
Date: 12/02/2022

Signature: _____
Name: Sandi Kerkhoff
Date: _____

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► Exclusions and Clarifications

Sales Tax

By Default, Prime Secured does not include sales tax on quotes unless specifically requested. Applicable sales tax will be calculated and added upon invoicing

Exclusions and Clarifications

Video

Servers to be provided and installed by Others

- 120VAC power to be provided by others at installation location of all Servers, per manufacturer specifications
- Servers to meet or exceed minimum manufacturer specifications, verify specifications with Prime Representative
- Servers should be installed in a location with adequate climate control
- UPS power for Servers to be provided by others if required by Customer

Workstations to be provided and installed by Others

- 120VAC power to be provided by others at installation location of all Workstations, per manufacturer specifications
- Workstations to meet or exceed minimum manufacturer specifications, verify specifications with Prime Representative

Monitors to be provided and installed by Others

- 120VAC power to be provided by others at installation location of all monitors, per manufacturer specifications
- Monitor Provider is responsible for ensuring video input ports for monitors are compatible with Workstations

Network Switches to be provided and installed by Others

- A Network Switch must be located within 300 cabling feet of all network devices to be installed by Prime
- Verify device installation locations and final quantities with Prime representative. Minimum requirements:
 - 2 ports per Server (1 for iDrac, 1 for Security Network)
 - 1 port per Workstation
 - 1 port per Camera
 - 1 port per Network Master Controller
 - 1 port per Network Door Controller
 - 1 port per Intercom Device
 - 1 port per PBX
 - 1 port per Network IO Device
 - 1 port per Alarm Detection Panel
- All Network Switches shall be POE, capable of providing a minimum of 15 watts per port. Some network devices may have higher actual power consumption with Prime representative
- All Network Switches shall provide gigabit connectivity to all devices
- SFP modules are to be provided and installed by others where required

Patch Panels and associated Jacks to be provided and installed by Others

- All Patch Panels and associated Jacks to be provided and installed by others
- Patch Panels shall be Cat5e or higher
- Patch Panels must be located within 300 cabling feet of all network devices to be installed by Prime
- Verify device locations and quantities with Prime representative

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► Exclusions and Clarifications

Network Cabling to be provided and installed by Prime

- Unless otherwise specified in the Scope of Work, all pathways, sleeves, conduit, cable tray, firestopping,
- All conduit junction box covers and other accessories to be provided and installed by others
- Pathway length shall not exceed 300 feet from patch panel to device location

Access Control

Access Control Power Supplies to be provided and installed by Prime

- Min. 1 x 120VAC Nema 5-15R receptacle to be provided by others at installation location of each Access per power supply
- Customer may have Power Supplies hardwired by an electrician if they prefer
- UPS power for Access Control system to be provided by others if required by customer

Locking Hardware to be provided and installed by Others

- All locking hardware and associated equipment, including but not limited to Electric Strikes, Electric Latch

Transfer Hinges to be provided and installed by Others

- Where a transfer hinge is required, wiring between transfer hinge and locking hardware through the door provider. Prime will be responsible for terminating horizontal Access Control cabling to the frame side of the
- All pathways to locking hardware to be provided by others
- All electrified locking hardware shall be capable of being powered by 24VDC
- Any locking hardware requiring an inrush current greater than 5 Amps shall have a power supply provide 15 feet of the door

Fire Alarm Interface to be provided and installed by Others

- A Fire Alarm interface relay shall be provided and installed by others near any Access Control Power Supply or that control any doors deemed by the customer as needing to unlock in the event of a fire. Prime will limit other acceptable locking solution

All ADA Operators, buttons, relays, wireless interfaces, etc to be provided, installed, and configured by others

- Customer must provide a low voltage pathway from each Operator to an accessible location in the ceiling Access Control system with the Operator
- Interior and Exterior ADA buttons must be isolated as separate inputs to the ADA Operator by means of relays, or a dual channel wireless relay. 2 ADA buttons cannot be programmed to the same single channel wireless relay. If customer intends to re-use existing cards from this location or any other location, customer must be able to limited to card wireless format, card data format, facility/site code, card number, cardholder first and cardholder last. If customer intends to gather any of this information will be billed separately from this project

No RFID credentials (Cards, FOBs, etc) are provided in this quote

General

IP Addresses Provided by others

- Customer must provide individual IP Addresses, or a block of IP Addresses to support the addition of all
- Devices which require an IP address include, but are not limited to:
 - 2 IPs per Server (1 for iDrac, 1 for Security Network)
 - 1 IP per Workstation

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► Exclusions and Clarifications

- 1 IP per Camera
- 1 IP per Network Master Controller
- 1 IP per Network Door Controller
- 1 IP per Intercom Device
- 1 IP per PBX
- 1 IP per Network IO Device
- 1 IP per Alarm Detection Panel

Network Racks to be provided and installed by Others

- All 2 and 4 post network racks to be provided and installed by others
- All cable management equipment to be provided and installed by others

Prime assumes that any existing equipment or equipment provided by others as part of this project is in good condition and correctly configured to allow the system to operate as intended. This includes but is not limited to cabling and cabling termination, network architecture, network backbone, servers, workstations, and any other components of the network infrastructure. Prime is not responsible for the configuration or troubleshooting of equipment and services provided by others. Any troubleshooting performed on equipment or configurations provided by others will be billed to the customer at standard T&M rates.

Unless otherwise stated in this Scope of Work all cyber security protections, windows updates, patches, and security updates will be provided by others. These services can be provided by Prime via a Service Agreement, consult your Prime sales representative.

Any work not explicitly included in this scope of work is implicitly excluded from the project.

Prime Communications utilizes the Privileged Remote Access Management platform BeyondTrust to commission customers' systems. A jump client will be installed on all servers. All remote sessions are audit tracked, recorded, and reported.

Unless otherwise stated in the scope of work, system commissioning performed by Prime shall consist of the configuration tasks, but is not responsible for ongoing maintenance of these items. If additional commissioning is required, please contact your Prime sales representative. Any additional commissioning performed beyond this list will be billed at standard T&M rates.

- Servers
 - Configure storage drives per best practices
 - Disable indexing on Video storage drives
 - Adjust Time Zone and Time settings
 - Enable RDP
 - Set Windows name
 - Change default Admin password and document
 - Configure Server IP Address, Subnet Mask, and Gateway and document
 - Configure automatic Daily Database backups
- Core Software
 - Apply updated GSC License file to software
 - Change default Admin password and document
 - Configure Partitions per customer needs
 - Configure Areas per customer needs
- Cameras
 - Program Camera IP Address, Subnet Mask, and Gateway and document
 - Change default Camera password and document

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► Exclusions and Clarifications

- Upgrade Camera firmware to the latest supported by current version of software
- Confirm WDR is enabled, and video quality settings are appropriate for camera scene
- Add Camera to software
- Add Camera to proper Partition and Area
- Rename Camera per standards and with customer input
- Configure Camera streams to established Prime or Customer standards
- Enable Dynamic FPS and Dynamic GOP if supported
- Configure Motion Detection settings to established Prime or Customer standards
- Verify Cameras are streaming live video
- Verify Cameras are recording
- Screenshot approved view and or create Config Tool Thumbnail
- Link Cameras to other entities where applicable
- Doors
 - Program IP Address, Subnet Mask, and Gateway for any network Door Controllers and document
 - Change default Door Controller password and document
 - Update Door Controller firmware to the latest supported by current version of software
 - Add Door to software
 - Add Door and Door Controller to proper Partition and Area
 - Configure hardware connections and door properties appropriately
 - Configure Access Rules, Schedules, Alarms, and Linked Cameras where applicable per Customer standards
- Cardholders
 - Create Cardholder Groups, Access Rules, and Schedules per Customer requirements
 - Create Custom Fields for Cardholders per Customer requirements
 - Prime will cover the creation of Badge Templates during training. Unless otherwise stated in Scope of Work, Prime will not be responsible for the creation of quantities of Badge Templates
 - Prime will cover Cardholder administration during training. Unless otherwise stated in the Scope of Work, Prime will not be responsible for the creation of Cardholders to the system or for ongoing Cardholder administration
- Users
 - Create User Groups and assign Privileges per Customer requirements
 - Prime will configure a small initial group of Genetec Administrator / Power Users. Administration of Users will be the responsibility of the Customer. Prime will be responsible for adding all Genetec Users to the system or for ongoing Genetec User administration

► Terms & Conditions

Terms & Conditions - Prime Standard

TERMS AND CONDITIONS OF CONTRACT FOR SALE

1. CONTRACT BETWEEN BUYER AND SELLER: These terms and conditions of sale, together with a services agreement (if any) (which is incorporated herein by this reference) (collectively, these "Terms"), are the only terms which govern the sale of the products and/or services (collectively, the "Goods") described herein by Prime Secured, Inc. ("Seller") to the person or entity purchasing the Goods ("Buyer"). Buyer will be deemed to have assented to the Terms by (a) executing and delivering an acknowledgement of these Terms to Seller or (b) acceptance of any of the Goods. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing. Any additional or different terms already or hereafter proposed by Buyer, whether in a purchase order or otherwise, are hereby rejected and shall not apply; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. Any invoice, together with these Terms, comprises the entire agreement between the parties with respect to the supply of the Goods, and any contract arising therefrom shall be governed solely by the invoice and these Terms (the "Contract"), which supersede all prior or contemporaneous understandings, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between a provision of this Contract and a provision of any other applicable document, including all SOWs, change orders, service agreements and schedules, the provision imposing the more demanding term, condition, duty or standard of performance on Buyer, or the greater limitation on the nature and type of relief or damages allowed to Buyer, shall control.

2. DELAYS: If either party is delayed or prevented from performing its obligations under this Contract as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Buyer's computer system, Seller system downtime for routine maintenance, network problems or telecommunications failure (each a "Force Majeure Event"), the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

3. LIABILITY: BUYER AGREES THAT, IN NO EVENT WILL SELLER'S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS CONTRACT EXCEED THE FEES PAID TO SELLER BY BUYER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

4. WARRANTY: (a) Seller warrants, for a period of 12 months from the completion of any services provided pursuant to this Contract, that the services (i) shall be performed diligently and in a good and workmanlike manner, in accordance with the terms hereof, and (ii) shall conform to applicable specifications. As Buyer's sole and exclusive remedy for Seller's breach of the foregoing warranty, Seller will, in its reasonable discretion, re-perform any services Seller reasonably determines did not meet this warranty at the time the services were rendered. Seller's obligations in relation to the warranty set out in this Section 4(a) shall be limited to such re-performance and shall be conditional upon Buyer notifying Seller in writing of any alleged defect within 10 days after its discovery. Such notice shall include an explanation of the claimed warranty defect and proof of date of performance of the services for which warranty coverage is sought.

(b) The warranty set out in Section 4(a) shall not apply to: (i) defects caused by abuse, negligence or accident, acts of nature (including lightning strikes), improper operation, or power surge/loss; (ii) equipment that has been maintained, repaired or modified by persons other than Seller or persons authorized by Seller; (iii) equipment that has been used or serviced otherwise than in conformity with Seller's applicable specifications, manuals, bulletins or instructions; (iv) equipment that has been improperly used, stored or operated; (v) preventative maintenance, inspections or any other maintenance required to keep the system operational; or (vi) consumable items, including but not limited to printer heads, access cards and other items designed to fail in order to protect the equipment (*i.e.*, fuses and surge protectors).

(c) Warranties on products sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such products. Seller shall use its reasonable efforts to transfer to Buyer the benefit of any warranty or guarantee given to Seller by the manufacturer of such third party products.

(d) EXCEPT AS OTHERWISE NOTED IN THIS CONTRACT OR IN THE APPLICABLE SERVICES AGREEMENT, BUYER AGREES THAT ALL GOODS PROVIDED PURSUANT TO THIS CONTRACT ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS. SELLER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SELLER NOR ITS LICENSORS MAKES ANY WARRANTY THAT THE GOODS OR SERVICES PROVIDED HEREUNDER WILL MEET BUYER'S REQUIREMENTS, NOR DO SELLER OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE GOODS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS OR SERVICES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN

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► Terms & Conditions

WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER.

5. ADVICE BY SELLER: The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller's patents, trademarks, trade names, technology, or any other intellectual property.

6. CREDITWORTHINESS: All shipments to be made hereunder shall at all times be subject to the approval of Seller's Credit Department and, if the financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this Contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate this Contract.

7. ASSIGNMENT: This Contract, together with all rights, liabilities and obligations arising thereunder, may be assigned wholly or in part by Seller to any one or more of the entities affiliated with the Seller, without the necessity of prior notice to Buyer. Buyer may not assign its rights or obligations under this Contract without Seller's prior written consent, which may be withheld or conditioned at the discretion of Seller.

8. TAXES: The price specified herein or in any invoice does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

9. CHANGES: Seller assumes no responsibility for any changes in the specifications outlined in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this Contract, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

10. PRICE; PAYMENT: The price specified in this Contract or any invoice for any Goods provided hereunder may be changed by Seller upon 10 days written notice to Buyer. Seller shall furnish Buyer an invoice, which shall describe the Goods purchased and the amount due to Seller. Buyer shall pay all amounts due and owing within 30 days. Any payment that is past due to Seller by more than 30 days shall bear interest at the rate of 18% per annum or the highest rate allowed by applicable law (whichever is lower). Buyer shall reimburse Seller for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

11. MATERIALS: If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyer agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

12. EQUIPMENT: Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a term of 1 year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

13. SITE CONDITIONS: If, in the course of providing services or installing equipment, Seller encounters any condition that it deems to be, in its reasonable discretion, unsafe, hazardous, or otherwise impacts its ability to safely perform its obligations, including, but not limited to, the presence of hazardous materials, upon notification of such conditions by Seller, Buyer shall promptly take any action necessary to remove or remediate such condition or material. Seller may suspend services until such condition has been remediated by Buyer to the satisfaction of Seller; provided, however, that if Buyer fails to correct the condition within thirty (30) days after receipt of notice of such condition, Seller shall have the right to terminate this Contract upon notice to Buyer, without incurring any additional liability. The cost of any investigation (including consultant's fees and attorneys' fees and testing), removal, remediation, restoration and/or abatement of such conditions shall be borne solely by Buyer.

14. INTELLECTUAL PROPERTY: Buyer acknowledges and agrees that Seller, its licensors and manufacturers of any equipment or deliverables may own or maintain certain trademark, copyright, patent, inventions, trade secret or other intellectual property rights (the "Intellectual Property") in and to the deliverables, services, equipment or any other product or service made available to Buyer under this Contract. Buyer further acknowledges and agrees that Seller, its licensors and/or third party manufacturers own all right, title and interest in and to such Intellectual Property, and Buyer will refrain from modifying, enhancing, reverse engineering, updating, improving or otherwise commercializing such Intellectual Property, except as expressly authorized under this Contract. Seller may from time to time arrange for Buyer's purchase, lease or license of equipment or deliverables that amount to third party hardware, equipment, software, services, or other products not owned by Seller. Buyer's use of such third party equipment or deliverables is governed by the terms and conditions provided by such third party, and Buyer agrees to abide by all such terms and conditions. Seller makes no independent representations and warranties with respect to any third party equipment or deliverables, and shall have no liability arising out of or relating to Buyer's use thereof. Seller agrees to pass through to Buyer any warranties provided by a manufacturer of such third party equipment or deliverable to Buyer, if applicable. Any third party warranties are the exclusive remedies of Buyer with respect to third party equipment or deliverables. Except as expressly set forth in these terms and conditions, Buyer acknowledges and agrees that nothing in these terms and conditions shall transfer any right, title or interest in any of Seller's Intellectual Property.

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► Terms & Conditions

15. POINT OF DELIVERY: Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. Title to the Goods shall transfer at such deliver point. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

16. INDEMNIFICATION: Buyer agrees to indemnify and hold Seller and each of its respective affiliates, officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively, "Claims"), arising out of or related to (a) an alleged violation by Buyer of this Contract, (b) a claim of intellectual property infringement arising out of or relating to any use by Seller of items supplied by Buyer or deliverables prepared by Seller based upon specifications provided by Buyer, (c) a claim of a violation of any applicable rule, law, regulation, court order or decree or other like item while using a service or deliverable provided by Seller, regardless of whether such person has been authorized to use such services or deliverables by Buyer, (d) a material breach of any representation, warranty, or obligation made by Buyer hereunder, or by any allegation which, if true, would constitute a breach of said representation and warranty, or (e) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of Buyer, its officers, directors, agents or employees. Without limiting the generality of the foregoing, Buyer shall pay Seller all reasonable fees incurred, including attorneys' fees, for time spent by Seller in responding to third party complaints regarding Buyer's use of any service, equipment or deliverables provided by Seller.

17. WAIVERS: No waiver by Seller of any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this Contract.

18. GOVERNING LAW: This Contract shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Douglas County, Nebraska, to govern all disputes arising out of this Contract.

19. CANCELLATION: This Contract is subject to cancellation by Buyer only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of this Contract.

20. TIME LIMITATION ON CLAIMS: Any course of dealing between the parties to the contrary notwithstanding, at Seller's election, any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims. Causes of action for breach of this Contract shall not be asserted after (1) year from the date said cause of action accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of Goods sold hereunder.

21. CONFIDENTIALITY: Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Seller's business (the "Information") which Buyer may obtain or which Seller may disclose to Buyer in connection with this Contract, shall be deemed to be confidential and Buyer shall not use the Information for its own purposes (other than for this Contract), nor shall Buyer disclose the Information to any person or firm except as may be specifically authorized by Seller in writing.

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

► Estimators Notes

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