

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
EDUCATION, SCHOOL DISTRICT #22, CASS COUNTY,
WEEPING WATER, NEBRASKA
November 15, 2021

President Adam DeMike called the meeting to order at 6:00 PM in the Weeping Water Public School Conference Room.

Board members attendance at roll call were **Present:** Jason Brack, Haley Dehne, Adam DeMike, Betty Harms, Brandon Nash, Mark Rathe, **Absent:** Neil Huskey.

Respectfully submitted,

Board Secretary

1. AGENDA

Present: Jason Brack, Haley Dehne, Adam DeMike, Betty Harms, Brandon Nash, Mark Rathe, **Absent:** Neil Huskey.

1.a. Call the meeting to order

1.b. Roll Call

Also present were Superintendent Kevin Reiman, Director of School Improvement and Special Education Amy Kroll, Secondary Principal Dr. Tiffanie Welte, Elementary Principal Bristol Wenzl, and Asst. Principal/AD Michelle Heath.

1.c. Acknowledgement of Nebraska Open Meetings Act posted

The BOE President acknowledged the posting of the Nebraska Meetings Act.

1.d. Excuse absent board members

Mark Rathe moved to approve the absence of board member Neil Huskey. Haley Dehne seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

1.e. Approval of consent agenda

Haley Dehne moved to approve the consent agenda, which includes the minutes of the last regular meeting, financial report and payment of general funds bills- Betty Harms seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

1.e.a. Approval of previous meetings minutes

1.e.b. Notification of meeting publication site, date, and time

1.e.c. Financial Reports

1.e.d. Payment of Bills

1.e.e. Next regular meeting date - December 20, 2021

2. Communications

3. Visitors/Open Forum and staff and program presentations

4. Action Items

4.a. Discuss, consider, and take all necessary action to complete the Purple Star requirements.

Haley Dehne moved to approve the resolution supporting military families, and proclamations recognizing November as Military Families Month and April as Month of the Military Child. Brandon Nash seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

4.b. Discuss, consider, and take all necessary action to accept the retirement of Kevin White

Haley Dehne moved to accept the retirement of Kevin White effective May 28, 2022

Brandon Nash seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

4.c. Discuss, consider, and take all necessary action to approve a local substitute certificate for Jennifer Barnes

Haley Dehne moved to approve a local substitute certificate for Jennifer Barnes Betty Harms seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

4.d. Discuss, consider, and take all necessary action to give the Superintendent authority to approve local substitute permits

Mark Rathe moved to give authority to the superintendent to approve requests for local substitute permits Betty Harms seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

- 4.e. Discuss, consider, and take all necessary action to give approval to the installation of door sensors

Brandon Nash moved to approve a bid from Prime Communications for the installation of a door monitoring system in the amount of \$14,074.82 Haley Dehne seconded the motion.

Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

- 4.f. Discuss, consider, and take all necessary action to declare items as excess equipment and designate it for auction

Haley Dehne moved to declare the items listed in the attached document as excess equipment to be sold at auction. Brandon Nash seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

- 4.g. Discuss, consider, and take all necessary action to accept the 2020/21 school audit

Mark Rathe moved to to accept the 2020/21 school audit Brandon Nash seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

- 4.h. Discuss, consider, and take all necessary action to adopt American Fidelity as Section 125 Flexible Fringe Benefits Plan, Health Savings Accounts and Supplemental benefits, Flexible Spending Accounts, and 403b compliance administration.

Haley Dehne moved to adopt a Section 125 Flexible Fringe Benefits Plan with American Fidelity for the employees of Weeping Water Public Schools to be effective on 01/01/2022. Health Savings Accounts and Supplemental benefits will be changed effective 01/01/2022. Flexible Spending Accounts and 403b compliance administration would be adopted for 09/01/2022 Brandon Nash seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

- 4.i. Discuss, consider, and take all necessary action to approve the district's safety plan

Brandon Nash moved to to approve the district's safety plan Mark Rathe seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

4.j. Discuss, consider, and take all necessary action to give approval to policies to be reviewed

Brandon Nash moved to give approval to review policies 2004 - Oath of Office 2005 - Conflict of Interest 2006 - Complaint Procedure 2007 - Reimbursement and Miscellaneous Expenditures 2008 - Meetings Haley Dehne seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

4.k. Discuss, consider, and take all necessary action to give approval to policies to be revised

Brandon Nash moved to to give approval to revise Policies 2009 - Public Participation at Board Meetings 3052 - Leasing Personal Property 4063 - Extra duty and extended contract payments 6004 - Curriculum Development 6013 - Teaching Controversial Issues 6020 - Multicultural Education Betty Harms seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Absent, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0, Absent: 1

5. Reports

5.a. Athletic Director's Report

5.b. Elementary Principals' Report

5.c. Secondary Principal's Report

5.d. Director of School Improvement and SPED's report

5.e. Superintendent's Report

6. Board Reports

7. Adjournment

**Weeping Water Public School
Financial Report for Board
November 2021**

CASH ASSETS

CASH ASSET REPORT

DATE: 11/15/21

FUND	ACCOUNT TYPE	INFORMATION	HOLDER	CURRENT BALANCE	BALANCE 2019
GENERAL FUND/KITCHEN FUND	CHECKING	300380832	Farmers & Merchants	\$ 740,998.25	\$ 619,320.44
	CLOSED ACCOUNT	300382812	Farmers & Merchants	\$ -	\$ 19,991.94
TOTAL GENERAL FUND				\$ 740,998.25	\$ 639,312.38
ACTIVITY FUND	CHANGE			\$ 1,140.00	\$ 1,140.00
ACTIVITY FUND	PETTY CASH			\$ 100.00	\$ 100.00
ACTIVITY FUND	CHECKING	300444190	Farmers & Merchants	\$ 148,568.97	\$ 117,958.61
ACTIVITY FUND	SAVINGS #1	300689661	Farmers & Merchants	\$ 3,693.41	\$ 3,069.78
TOTAL ACTIVITY FUND				\$ 153,502.38	\$ 122,268.39
BOND FUND	MONEY MARKET	95010505	First Nebraska Bank	\$ 1,197,149.04	\$ 444,784.92
TOTAL BOND FUND				\$ 1,197,149.04	\$ 444,784.92
QCPU FUND	CHECKING-2009 & 2010 BAB	86483570	First Nebraska Bank	\$ 200,560.26	\$ 114,670.29
TOTAL QCPU FUND				\$ 200,560.26	\$ 114,670.29
BUILDING FUND	CHECKING	300381079	Farmers & Merchants	\$ 278,355.47	\$ 307,942.28
TOTAL BUILDING FUND				\$ 278,355.47	\$ 307,942.28
DEPRECIATION FUND	CHECKING	300446542	Farmers & Merchants	\$ 647,551.54	\$ 667,894.46
TOTAL DEPRECIATION FUND				\$ 647,551.54	\$ 667,894.46
EMPLOYEE BENEFIT FUND	CHECKING/RETIREMENT	300381061	Farmers & Merchants	\$ 213.39	\$ 67.36
EMPLOYEE BENEFIT FUND	CHECKING/SECTION 125	86234570	First Nebraska Bank	\$ 36,088.95	\$ 32,543.92
TOTAL EMPLOYEE BENEFITS FUND				\$ 36,302.34	\$ 32,611.28
STUDENT FEES FUND	Checking HOPPER GRANT HS	85834670	First Nebraska Bank	\$ 14,979.58	\$ 12,034.40
TOTAL STUDENT FEES FUND				\$ 14,979.58	\$ 12,034.40
TOTAL				\$ 3,269,398.86	\$ 2,341,518.40

Weeping Water Public School

November 2021 Claims for Payment

A-1 Locksmith, L.L.C.	\$20.00	
Amy Kroil	\$89.77	
Bil-Den Glass	\$715.00	
Bishop Business Equipment	\$3,485.07	
Blick Art Materials	\$14.16	
Bristol Wenzl	\$40.88	
Carole's Flowers & Vintage Finds	\$55.00	
Cassgram	\$130.00	
CB Plumbing Services	\$395.20	
CDW Government, Inc.	\$2,526.64	
Cheryl Krafta	\$49.28	
City Of Weeping Water	\$844.14	
Conestoga Public Schools	\$11,129.75	
Dan Beranek	\$51.52	
Dana F. Cole & Co, LLP	\$1,310.00	
DFA Dairy Brands Corporation, LLC	\$1,387.78	
Diversified Drug Testing, LLC	\$60.00	
Educational Service Unit 3	\$140.00	
Egan Supply Company, Inc	\$557.94	
ESU Coordinating Council	\$6,000.00	
Fireplace, Inc.	\$2,499.00	
Francisca Padilla	\$125.92	
FUTURAMIC'S CLEAN WATER CENTER	\$13.50	
General Fire & Safety Inc	\$124.90	
Harris School Solutions (HARRIS)	\$733.33	
J W Pepper & Son Inc	\$134.90	
Jill Shepherd	\$107.52	
Just For Kids, Inc.	\$1,560.00	
KanEquip Inc.	\$131.82	
Kinetic Business by Windstream	\$548.56	
KSB School Law	\$126.00	
Lakeshore Learning Inc	\$27,234.38	Sixpence - Reimbursable
Lincoln Journal Star	\$75.42	
Linda Twomey	\$639.16	
Lindsay Kelly	\$69.44	
Madonna School	\$7,000.00	
Marthy Bailey	\$30.32	
Martin Bros. Distributing Co., Inc.	\$2,033.91	
Matheson Tri-Gas Inc	\$564.35	
Meeske Auto Parts	\$94.51	
Meeske Hardware Inc	\$867.70	
MEYER LABORATORY	\$2,146.16	
Michelle Heath	\$95.20	
Mid-America Termite & Pest Control, Inc	\$86.96	
Mike Rupprecht	\$59.14	
Nebraska Assn/School Boards Inc	\$300.00	
Nebraska Council of School Administrators	\$175.00	
Nebraska FCCLA	\$20.00	
Nebraska Iowa Supply Co., Inc.	\$1,857.27	
Omaha Public Power Department	\$7,009.77	
One Source	\$35.00	
Pitsco Education, LLC	\$133.69	

Prime Communications Inc	\$57.50
Schmitt Music Company Inc	\$332.00
School Specialty, LLC	\$248.20
Sherri Weinmaster	\$59.36
SLP Toolkit, LLC	\$215.00
Sports Facility Maintenance, LLC	\$2,614.25
Staples Advantage Inc	\$118.50
Stop 'N Shop Inc	\$92.78
Tiffany Welte	\$92.78
Todd Wolverton	\$85.12
Toshiba Financial Services	\$1,457.76
Uline	\$339.32
Unite Private Networks, LLC	\$416.41
US BANK	\$4,854.92
US FOODS, INC.	\$7,279.51
Verizon Wireless LLC	\$1,168.22
Weeping Water Express Lane, Inc.	\$68.70
WEX Bank	\$353.63
November Claims for Payment	\$105,488.92
November Payroll	\$430,000.00
	\$535,488.92

FISCAL BUDGET USE PER MONTH

October 2021

UPDATED: 11/15/21

MONTH END	FISCAL 20 % USED 20 Budget =	FISCAL 20 \$ USED	FISCAL 21 % USED 21 Budget =	FISCAL 21 \$ USED	FISCAL 22 % USED 22 Budget =	FISCAL 22 \$ USED
September	8.63%	\$509,636.00	9.84%	\$ 549,119.46	8.24%	\$ 516,539.55
October	8.10%	\$475,019.13	8.66%	\$ 482,318.88	8.54%	\$ 535,488.92
November	8.21%	\$484,224.73	8.02%	\$ 447,296.05		
December	7.82%	\$461,218.51	7.18%	\$ 401,048.09		
January	9.20%	\$542,851.08	7.25%	\$ 404,367.83		
February	8.24%	\$464,052.86	8.59%	\$ 479,065.59		
March	7.35%	\$433,365.24	9.00%	\$ 502,362.41		
April	7.49%	\$442,027.14	8.19%	\$ 456,974.29		
May	6.95%	\$409,736.54	8.65%	\$ 482,601.97		
June	6.78%	\$399,620.00	7.70%	\$ 429,852.67		
July	7.17%	\$422,609.66	9.45%	\$ 527,205.00		
August	7.92%	\$466,449.71	9.76%	\$ 544,620.05		
Cumulative	93.86%	\$5,510,810.60	102.29%	\$5,706,832.29	16.77%	\$1,052,028.47

TOTAL EXPENSE BUDGET \$ 5,579,513.00

OPERATING BUDGET \$ 5,746,898.39

W/ SIXPENCE \$ 6,271,898.39



WEEPING WATER PUBLIC SCHOOLS

204 WEST O STREET, PO BOX 206

WEEPING WATER NE 68463

PHONE: 402-267-2445 FAX: 402-267-5217

Kevin Reiman
Superintendent

Dr. Tiffanie Welte
6-12 Principal

Bristol Wenzl
PreK-5 Principal

Amy Kroll
Director of school
improvement &
SPED

Michelle Heath
Assistant Principal
/ Activities Director

Adam DeMike
Board President

Jason Brack
Vice President

Brandon Nash
Treasurer

Haley Dehne
Board Member

Betty Harms
Board Member

Neil Huskey
Board Member

Mark Rathe
Board Member

Military Family Appreciation Month

WHEREAS, the Weeping Water School and Community have proudly served our nation during times of conflict and peace; and

WHEREAS, our brave service men and women, their families, and their loved one have made great sacrifices to protect the freedoms we enjoy; and

WHEREAS Weeping Water Public Schools is proud to support the men who protect our great nation; and

WHEREAS these service members and veterans are leaders in our community and are a critical part of our success as a community; and

WHEREAS, during Military Family Appreciation Month, we are reminded of the important role the Armed Forces have played in protecting the nation and our responsibility as Americans to support and honor the selfless service of our military families; and

WHEREAS this month and throughout the year, we recognize our servicemembers and veterans and remember with deep gratitude the men and women who have given their lives in defense of our freedom.

NOW THEREFORE, the Weeping Water Public Schools Board of Education, Staff, and Students to hereby proclaim November 2021 as Military Family Month in Weeping Water Public Schools and commend its observance to all.

Adam DeMike, President

Kevin Reiman, Superintendent



WEEPING WATER PUBLIC SCHOOLS

204 WEST O STREET, PO BOX 206

WEEPING WATER NE 68463

PHONE: 402-267-2445 FAX: 402-267-5217

Kevin Reiman
Superintendent

Dr. Tiffanie Welte
6-12 Principal

Bristol Wenzl
PreK-5 Principal

Amy Kroll
Director of school
improvement &
SPED

Michelle Heath
Assistant Principal
/ Activities Director

Adam DeMike
Board President

Jason Brack
Vice President

Brandon Nash
Treasurer

Haley Dehne
Board Member

Betty Harms
Board Member

Neil Huskey
Board Member

Mark Rathe
Board Member

Month of the Military Child

WHEREAS, the Weeping Water School and Community acknowledges the sacrifices made by military families; and

WHEREAS, there are more than 1.6 million military children who face many challenges and unique experiences as a result of their parents' service; and

WHEREAS while military members serve around the world, we often forget the challenges faced by their children. Military families move on average every two to three years, impacting military children through changing schools and support networks; and

WHEREAS, the month of the Military Child is an opportunity to remember children's roles in strengthening the military family.

WHEREAS, living in different states, countries and continents, military children face unique challenges that most youth their age do not experience. They are equipped to adapt to present and future changes, such as permanent changes of station, deployments, reintegration, care of their wounded warrior parent or coping with the loss of a fallen parent. Through each new step in life, they always remain ready and resilient; and

WHEREAS this month and throughout the year, we recognize the children of military members for their sacrifices.

NOW THEREFORE, the Weeping Water Public Schools Board of Education, Staff, and Students to hereby proclaim April 2022 as Month of the Military Child in Weeping Water Public Schools and commend its observance to all.

Adam DeMike, President

Kevin Reiman, Superintendent



Resolution for the Support of Military Children and Families

WHEREAS, our country owes the daily freedoms to the members of the Armed Forces, their family members and loved ones who share in their service, and sacrifice; and

WHEREAS, we celebrate the exceptional service, strength and character of military-connected students and families in Weeping Water Public Schools; and

WHEREAS, we acknowledge that military families face unique challenges due to deployment, reintegration, service in combat zones and frequent relocations based on duty assignments; and

WHEREAS, the School Board of Weeping Water Public Schools affirms their commitment to providing the resources and programs to support military-connected students academically, socially and emotionally; and

WHEREAS, the School Board of Weeping Water Public Schools calls for the continued creation of opportunities for military families and community members to purposely partner with schools in supporting student achievement, aspirations and social-emotional development.

NOW, THEREFORE, BE IT RESOLVED ON NOVEMBER 15, 2021 That the School Board of Weeping Water Public Schools officially supports all military children and families; and be it

FURTHER RESOLVED: That the School Board of Weeping Water Public Schools encourages all school staff and community members to initiate support and participate in appreciation activities designed to recognize the exceptional role and unique sacrifices our military-connected youth make in our nation's best interest.

Adam DeMike, President

Kevin Reiman, Superintendent

Kevin White
304 W Third St
Louisville, NE 68037

November 2, 2021

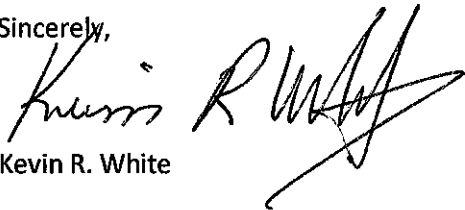
Weeping Water Public Schools
204 West "O" St
Weeping Water, NE 68463

Dear Mr. Reiman & Members of the School Board,

It has been my pleasure to be the band director at Weeping Water Public Schools for the past 9 years. This letter serves as notice of my intention to retire on May 28, 2022.

Thank you for the opportunity to serve this district. I have enjoyed working with the administration, staff, and students and look forward to supporting the Weeping Water Indians in retirement.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin R. White", with a stylized flourish at the end.

Kevin R. White

We have prepared a quote for you

Adding door contacts to doors

Quote # 005607 v2

Prepared for:

Weeping Water Public Schools

Kevin Reiman
kreiman@weepingwaterps.org

Prepared by:

Prime Communications, Inc.

Dave Kanne
dkanne@primecominc.com

Tuesday, November 09, 2021

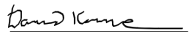
Weeping Water Public Schools
Kevin Reiman
204 W O St
Weeping Water, NE 68463
kreiman@weepingwaterps.org

Dear Kevin ,

Thank you for inviting Prime Communications to participate in the selection process for your project. Prime Communications 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 Communications 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 Communications, Inc.

► Statement of Work

Scope of Project

Prime Communications will provide door contacts monitoring with an email or text message alert on (12) doors.

Some of the doors currently have access control and contacts in place. These doors with access control will be re-commissioned to send the alert. Doors that currently don't have a contact, or have a contact that is not currently on access control will have the needed equipment installed at each door. This includes a door contact and cabling.

A new headend cabinet with Cloudlink, Power Supply, Door Controller, and additional input board will be installed in the 1st floor IT room. Doors not currently on the existing access control system will have new cabling pulled back to this location to monitor the door contacts.

Below is the door location and equipment needed to complete the door alert project:





Location	AC Existing	Qty of Doors	Qty of Contacts	Needed Contacts
Door 1	Yes	2	2	0
Door 2	Yes	2	2	0
Door 3	Yes	2	1	1
Door 5	No	1	0	1
Door 6	No	1	0	1
Door 10	No	1	0	1
Door 11	No	1	0	1
Door 13	No	2	2	0
Door 14	Yes	4	4	0
Door 15	No	3	0	3
Door 16	Yes	4	2	2
Door 17	No	2	0	2
			Total	12

Prime will update the customers current Genetec from 5.2 to the most current version, work with IT to request (2) 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.

► Statement of Work

** An SMTP server is required to send emails or texts (via email) from Genetec **

Access Control

Description	Price	Qty	Ext. Price
Access Control Cabinet			
Synergis Cloud Link with 2GB of RAM, 16GB Flash, image installed with Synergis access control firmware, four RS-485 ports, PoE.	\$1,067.86	1	\$1,067.86
			
Mercury Intelligent Controller, Linux Based, 2In/2Out/2Rd, PoE+ Support (Software Connections included)	\$703.86	1	\$703.86
Mercury MR16IN 16-input Monitor Module Series 3 (2 relays, PCB only, software connections included)	\$750.29	1	\$750.29
Access and Power Integration - Kit includes Trove1 Enclosure and Power supply charger, single output, 12/24VDC @ 6A, aux output, F Voltage Regulator. 24VDC input into 5VDC or 12VDC output	\$331.33	1	\$331.33
Access power controller, 8 PTC class 2 relay output, FAI, board	\$208.33	1	\$208.33
Dual input power distribution module	\$53.34	1	\$53.34
10' Power Cord 10' Power Cord for panels, power supplies, etc.	\$62.96	1	\$62.96
12V 7AH SLA 187 FASTON 12V 7AH SLA 187 FASTON	\$39.13	1	\$39.13
			
12V 7AH SLA 187 FASTON	\$23.07	2	\$46.14
Door Contacts			
1" recessed with 2 switches, 2 closed loop, White	\$22.16	12	\$265.92
Installation Consumables	\$21.43	12	\$257.16
Access Control Cabling			
22-04 UNS STR CMP Ylw Jkt 22-04 UNS STR CMP Ylw Jkt 22/4 Unshielded (Prime Label) 4443830-PC 22/4 Private Labeled for Prime	\$0.15	3000	\$450.00
PANDUIT Mini-Com Cat.6 UTP Module - RJ-45	\$7.50	4	\$30.00
			
Panduit Mini-Com Mounting Box for Network Module - White - White	\$4.49	2	\$8.98
			

Access Control

Description	Price	Qty	Ext. Price
Category 6 Performance, 28 AWG UTP patch cord 3' Green Category 6 Performance, 28 AWG UTP patch cord with TX6 Modular Plugs on each end. GREEN, 3 ft.	\$14.51	4	\$58.04
Cat6 23-4P CMP Green Cat6 23-4P CMP Green	\$0.41	100	\$41.00
Subtotal:			\$4,384.27

Adding door contacts to doors



Prepared by:
Prime Communications, Inc.
Dave Kanne
(402) 884-8473
dkanne@primecominc.com

Prepared for:
Weeping Water Public Schools
204 W O St
Weeping Water, NE 68463
Kevin Reiman
(402) 267-4265
kreiman@weepingwaterps.org

Quote Information:
Quote #: 005607
Version: 2
Delivery Date: 11/09/2021
Expiration Date: 12/11/2021

Quote Summary


Description	Amount
Access Control	\$4,384.27
Professional Services	\$9,690.55
Total:	\$14,074.82

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

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

Prime Communications, Inc.

Weeping Water Public Schools

Signature: 
Name: Dave Kanne
Title: Outside Sales Representative
Date: 11/09/2021

Signature: _____
Name: Kevin Reiman
Date: _____

► Exclusions and Clarifications

Sales Tax

By Default, Prime Communications 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 (HDMI, Display Port, DVI, VGA, etc)

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 require more than 15 watts, verify actual power consumption with Prime representative
- All Network Switches shall provide gigabit connectivity to all devices

► Exclusions and Clarifications

- 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

Network Cabling to be provided and installed by Prime

- Unless otherwise specified in the Scope of Work, all pathways, sleeves, conduit, cable tray, firestopping, etc to be provided and installed by others
- 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 Control Power Supply, max. consumption 840 watts 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 Prime

- All handsets on doors designated to receive a card reader shall be permanently locked from the secure (card reader) side of the door, and permanently unlocked from the inside. There are multiple handset functions that fulfill this requirement (Storeroom, Classroom, etc) Consult with your Prime representative if you need assistance selecting door hardware
- All non-electrified door hardware to be provided and installed by others, including but not limited to door latch and handle, deadbolt, push paddles, pull handles, crash bars, hinges, and doors
- Prime assumes all existing door hardware, and all hardware provided by others as part of this project is in good working order, is installed correctly, and functions as intended. No labor is included in this quote to troubleshoot problems with door equipment not provided by Prime. Any troubleshooting performed by Prime that is determined to be the fault of equipment or installation provided by others will be billed to the customer at standard T&M rates

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 Supplies that provide power to Mag Locks or Turnstiles, or that control any doors deemed by the customer as needing to unlock in the event of a fire. Prime will limit the use of Mag Locks to situations where there is no other acceptable locking solution

All ADA Operators, buttons, relays, wireless interfaces, etc to be provided, installed, and configured by others where required by code or customer requirements

- Customer must provide a low voltage pathway from each Operator to an accessible location in the ceiling near each Operator to allow Prime to interface the Access Control system with the Operator
- Interior and Exterior ADA buttons must be isolated as separate inputs to the ADA Operator by means of dual home run cables, 2 single channel wireless relays, or a dual channel wireless relay. 2 ADA buttons cannot be programmed to the same single channel wireless relay

► Exclusions and Clarifications

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 IP devices to be installed as part of this project
- 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
 - 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 working order and is configured and installed correctly to allow the system to operate as intended. This includes but is not limited to cabling and cabling termination, network switch and router configurations, network architecture, network backbone, servers, workstations, and any other components of the network infrastructure. No labor is included in this quote to assist with configuration or troubleshooting of equipment and services provided by others. Any troubleshooting performed by Prime that is determined to be the fault of 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 software maintenance to be provided and maintained by others. These services can be provided by Prime via a Service Agreement, consult your Prime sales representative for more information

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, perform training, and remotely administrate our customers' systems. A jump client will be installed on all servers. All remote sessions are audit tracked, recorded, and protected by 2FA

Unless otherwise stated in the scope of work, system commissioning performed by Prime shall consist of the following tasks. Prime will initially perform these configuration tasks, but is not responsible for ongoing maintenance of these items. If additional commissioning tasks are required by the customer, 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

► Exclusions and Clarifications

- 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
 - 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 is not responsible for creation of large quantities of Badge Templates
 - Prime will cover Cardholder administration during training. Unless otherwise stated in the Scope of Work, Prime is not responsible for adding all Cardholders to the system or for ongoing Cardholder administration

► Exclusions and Clarifications

- 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 covered during the training, Prime is not 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 Communications, 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 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

► Terms & Conditions

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.

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

► Terms & Conditions

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.

2000 Chevy Extended Cab Pickup
Office credenza
54" cut troybilt mustang
Yamaha 18" bass drum w/ carrier
Pearl Tri-tom w/ carrier
Yamaha quad drum w/ carrier
14' Remo marching snares x3 (one good, two need light repair)
Yamaha stage custom (drum set) 4pc. 1 tom drum arm is broken
2 video cameras
Old uniforms
4 iMacs with keyboards
4 classroom sets of clickers
Two classroom sets of iPods
Library Magazine stand
Kids cubby station (5 lockers)
2 student study desks
1 wooden office desk
Three office chairs
2 acer keyboards
Box of keyboards
Box of Apple power cords
3 iPads (1st or 2nd generation)
61 Student Chairs
6 8-foot Tables
2 2-drawer filing cabinets
1 computer desk
3 6-foot Tables
??? 4 foot Tables
6 Student Desks
One 5-drawer filing cabinets

BOARD OF EDUCATION RESOLUTION

for

Weeping Water Public Schools – 502 (Plan Number)

At the meeting of the Board of Education of Weeping Water Public Schools held at Weeping Water, Nebraska on November 15, 2021, the following motion was made by

_____.

I move that the Board of Education adopt a Section 125 Flexible Fringe Benefits Plan with American Fidelity for the employees of Weeping Water Public Schools to be effective on 01/01/2022. Health Savings Accounts and Supplemental benefits will be changed effective 01/01/2022. Flexible Spending Accounts and 403b compliance administration would be adopted for 09/01/2022

This motion was seconded by _____ and passed unanimously.

Secretary of the Board

10/22/21-11:31 AM