

Board of Education Regular Meeting

Monday, May 15, 2017 7:30 PM

Twin River Public School
Room 503
West Building
Genoa, NE 68640

Agenda

1. Meeting Called to Order
 - 1.1. Open Meeting Law
 - 1.2. Meeting Properly Published and Posted
 - 1.3. Rules For Public Participation Stated
2. Roll Call
 - 2.1. Excused/Unexcused Absences
3. Approval of Agenda
4. Approval of Minutes of Previous Meetings
5. Program Spotlight
 - 5.1. Grant Gasper - Student Project Presentation
6. Treasurer's Financial Report
7. Approval of Claims
8. Reports of Administrators and Committees
 - 8.1. Visitors
 - 8.2. Principal's Reports
 - 8.3. Activities Report
 - 8.4. Superintendent Report
 - 8.5. Board of Education Report
9. Old Business
 - 9.1. Consider and Take Possible Action to Approve Proposal for Promotional Video of School District

10. New Business

10.1. Consider and Take Possible Action to Approve College Hours for Graduate Work

10.2. Consider and Take Possible Action to Elect Representative to The Nebraska Association of School Boards' Legislation Committee for District 15

10.3. Consider and Take Possible Action to Accept Resignations

10.4. Consider and Take Possible Action to Approve Inter-Local Agreement with Fullerton Public School for Distance Learning Service

10.5. Consider and Take Possible Action to Approve Insurance Plan for 9-month Employees

10.6. Consider and Take Possible Action to Approve Contract to Repair HVAC System at High School

11. Date, Time, and Location of Next Meeting

12. Executive Session

13. Consider and Take Possible Action to Approve Teacher Contracts for 2017 - 2018 School Year

14. Consider and Approve Elementary Principal Contract for 2017 - 2018 School Year

15. Adjournment

School Districts were forced to comply with the Affordable Health Care Act as of September 1, 2016. We have to fill out our EHA Group Application each year in May. There is a formula that calculates whether a district qualifies for a 5% DISCOUNT, pays 100% of the rate, pays a 5% surcharge or as much as a 10% surcharge. When the subgroup application was filled out last year, we did not have to include all of the 9 month employees. This year we will have to include them in the calculation. By including them, Twin River will most likely be subjected to the 10% surcharge. Currently our monthly bill is \$69,380.68. A 10% surcharge from our current bill, it would run \$83,256.85 per year. A 5% surcharge from our current bill, could run \$41,628.41 per year.

The Affordable Health Care Act states that we have to offer "Affordable Health Care" to our employees. We only have to offer Single Insurance (paid by district) and offer additional coverage at the employees' expense i.e. Children, Spouse or Family.

Option 1 Offer full insurance for 9-month employees on our current group. District pays everything. Approximately \$158,400 per year in premiums but no surcharge penalty.

Option 2 Offer Single insurance coverage for the 9 month employees. This would put us in the 5% or 10% surcharge fee with an additional \$3,469.04/\$6,938.07 per month in fees. Be on regular group policy but only offer single insurance will have penalty.

Option 3 Create a separate Subgroup for the 9 month employees at a \$900 Deductible
\$667.00 per month per employee. Single Health & Dental Employee Only
This group alone would be assessed the 5% or 10% surcharge instead of the large group
\$466.90/\$933.80 per month

Option 4 Separate Subgroup with a \$1,500 deductible.
\$591.41 per month per employee Single Health & Dental Employee Only
This group alone would be assessed the 5% or 10% surcharge instead of the large group
\$413.99/\$827.98 per month

Board of Education Regular Meeting

April 17, 2017 7:30 PM

Room 503, West Building, Genoa NE

Attendance Taken at 7:30 PM:

Present Board Members:

Dave Baxa
Joe Beck
John Nelson
John Reeg
Mrs. Jennifer Swantek
Jason Urkoski

I. Meeting Called to Order

I.A. Open Meeting Law

I.B. Meeting Properly Published and Posted

I.C. Rules For Public Participation Stated

II. Roll Call

II.A. Excused/Unexcused Absences

III. Approval of Agenda

Motion Passed: Motion to approve agenda passed with a motion by Joe Beck and a second by Mrs. Jennifer Swantek.

Dave Baxa	Yes
Joe Beck	Yes
John Nelson	Yes
John Reeg	Yes
Mrs. Jennifer Swantek	Yes
Jason Urkoski	Yes

IV. Approval of Minutes of Previous Meetings

Motion Passed: Motion to approve Minutes of Previous Meetings passed with a motion by Jason Urkoski and a second by Dave Baxa.

Dave Baxa	Yes
Joe Beck	Yes
John Nelson	Yes
John Reeg	Yes
Mrs. Jennifer Swantek	Yes
Jason Urkoski	Yes

V. Program Spotlight

V.A. FBLA Presentation

Discussion: "American Enterprise Team"

FBLA members: Payton Cherry, Lexi Ramaekers, and Taylor Kemper shared their presentation that won 1st prize at the state FBLA competition. They will take this to the national competition in Anaheim, California this summer. A total of 10 FBLA students will compete in nationals.

VI. Treasurer's Financial Report

Motion Passed: passed with a motion by Dave Baxa and a second by Mrs. Jennifer Swantek.

Dave Baxa	Yes
Joe Beck	Yes
John Nelson	Yes
John Reeg	Yes
Mrs. Jennifer Swantek	Yes
Jason Urkoski	Yes

VII. Approval of Claims

Motion Passed: Motion to approve claims passed with a motion by Joe Beck and a second by Dave Baxa.

Dave Baxa	Yes
Joe Beck	Yes
John Nelson	Yes
John Reeg	Yes
Mrs. Jennifer Swantek	Yes
Jason Urkoski	Yes

VIII. Reports of Administrators and Committees

VIII.A. Visitors

Discussion:

No visitors spoke.

VIII.B. Principal's Reports

Discussion:

Pre-Kindergarten Round-up was held on April 4th and Kindergarten Round-up was held on April 6th, both at the Genoa site. Staff is completing budget books and administration will begin reviewing requests. Tornado drills were conducted during Severe Weather Awareness Week at both the Silver Creek and Genoa sites on March 29th. Students are completing the State Reading Assessment (NeSA-R) and the State Math Assessment (NeSA-M) grades 3-8. Grades 5th and 8th are also completing State Science Assessment (NeSA-S). All 11th grade students will be taking the ACT test on Wednesday, April 19th.

VIII.C. Activities Report

Discussion:

Administration continues to work on the Junior and Senior High School Class Schedule for 2017-2018. Academic Honors Night will be held on Tuesday, May 2nd, beginning at 7:00 pm. Graduation ceremonies will be held on Saturday, May 13th beginning at 2:00 pm. Vocal & Instrumental Music District Music Contest will be held next Friday and Saturday at CCC-Columbus. There was a HS Pre-District Music concert last Monday, April 10th. The high school track teams will host the Twin River Invite at Genoa on Thursday, the 20th beginning at noon. The junior high team has had three meets so far. Quiz Bowl team finished 3rd in the East Husker Conference at the meet in Scribner on March 27th. There are 12 students out for golf. They will be playing in the East Husker Conference tournament on Monday, May 8th in Beemer. There were 17 students that attended State FCCLA two weeks ago, 15 students attended State FFA two weeks ago and 34 students attended state FBLA that same week.

VIII.D. Superintendent Report

Discussion:

An asbestos check was performed at the 501 building. The report is available for review. Asbestos is present in the floor tile, but should be fine with carpet covering it. Other than that, the building is clear for possible remodel. GRIT Conference was held in the early part of April. More information will be provided at next meeting. The data team met with Dr. Kent Davis and reviewed the language arts data from the last two winter tests of MAPS (2016 and 2017). They also met a couple of weeks later to finish up what they started. In the data on reading, a weakness was found with comprehension beginning in the junior high years. To address this, Dr. Weidner contacted the ESU about a professional development program that provides the necessary tools to our secondary teachers to help students improve in this area. Math scores were reviewed and have developed a school improvement goal for that area. The AQuestt Conference was held in Kearney on April 10th and 11th. The process of reviewing principal applications has started and will be making contacts for interviews later.

VIII.E. Board of Education Report

Discussion:

No report given.

IX. Old Business

X. New Business

X.A. Consider and Take Possible Action to Approve Proposal for Promotional Video of School District

Tabled until next meeting

X.B. Consider and Take Possible Action to Approve Contract to Upgrade Network Connection at the Silver Creek Site

Tabled until next meeting

X.C. Consider and Take Possible Action to Increase School Meals Prices by \$.10 for Next School Year

Motion Passed: passed with a motion by Dave Baxa and a second by John Reeg.

Dave Baxa	Yes
Joe Beck	Yes
John Nelson	Yes
John Reeg	Yes
Mrs. Jennifer Swantek	Yes
Jason Urkoski	Yes

X.D. Consider and Take Possible Action to Support Resolution from Nebraskans United for Property Tax Reform and Education

Motion Passed: passed with a motion by Jason Urkoski and a second by John Nelson.

Dave Baxa	Yes
Joe Beck	Yes
John Nelson	Yes
John Reeg	Yes
Mrs. Jennifer Swantek	Yes
Jason Urkoski	Yes

X.E. Consider and Take Possible Action to Pay for Expenses Related to FBLA National Conference

Motion Passed: passed with a motion by John Nelson and a second by Mrs. Jennifer Swantek.

Dave Baxa	Yes
Joe Beck	Yes
John Nelson	Yes
John Reeg	Yes
Mrs. Jennifer Swantek	Yes
Jason Urkoski	Yes

X.F. Strategic Plan Overview

X.G. Superintendent Performance Goals

XI. Date, Time, and Location of Next Meeting

Discussion:

Date: May 15, 2017

Time: 7:30 P.M.

Location: Room 503, West Building of Genoa School, Genoa, NE

XII. Executive Session

Discussion:

No Executive Session

XIII. Adjournment

Motion Passed: Motion to adjourn at 9:04p.m. passed with a motion by Dave Baxa and a second by John Reeg.

Dave Baxa	Yes
Joe Beck	Yes
John Nelson	Yes
John Reeg	Yes
Mrs. Jennifer Swantek	Yes
Jason Urkoski	Yes

Board President/John Reeg

Board Secretary/Jamie Held

Board of Education Special Meeting

May 08, 2017 7:30 PM

Room 503, West Building, Genoa NE

Attendance Taken at 7:30 PM:

Present Board Members:

Dave Baxa

Joe Beck

John Nelson

John Reeg

Mrs. Jennifer Swantek

Jason Urkoski

I. Meeting Called to Order

I.A. Open Meeting Law

I.B. Meeting Properly Published and Posted

I.C. Rules For Public Participation Stated

II. Roll Call

III. Insurance Plan for 9 month employees

Discussion:

Lori attended a BC/BS workshop recently, and shared some changes for 9 month employees.

IV. Consider and Take Possible Action to Approve Contract for High School Principal

Motion Passed: passed with a motion by Jason Urkoski and a second by Joe Beck.

Dave Baxa Yes

Joe Beck Yes

John Nelson Yes

John Reeg Yes

Mrs. Jennifer Swantek Yes

Jason Urkoski Yes

V. Executive Session

Motion Passed: I move that the Board of Education go into Closed Session at 7:53 p.m. for a strategy session pertaining to a real estate purchase and to discuss real estate and to discuss the Superintendent's salary. Passed with a motion by Jason Urkoski and a second by Joe Beck.

Dave Baxa Yes

Joe Beck Yes

John Nelson Yes

John Reeg Yes

Mrs. Jennifer Swantek Yes

Jason Urkoski Yes

Motion Passed: I move that the Board of Education will come out of Closed Session at 8:24 p.m. Passed with a motion by Jason Urkoski and a second by John Nelson.

Dave Baxa	Yes
Joe Beck	Yes
John Nelson	Yes
John Reeg	Yes
Mrs. Jennifer Swantek	Yes
Jason Urkoski	Yes

VI. Adjournment

Motion Passed: Motion to adjourn at 8:25 p.m. Passed with a motion by Joe Beck and a second by Dave Baxa.

Dave Baxa	Yes
Joe Beck	Yes
John Nelson	Yes
John Reeg	Yes
Mrs. Jennifer Swantek	Yes
Jason Urkoski	Yes

Board President/John Reeg

Board Secretary/Jamie Held

Check Journal

Fiscal Year: 2017

Check Number	Date	Vendor ID	Vendor Name				Direct Deposit
Invoice	Invoice Date	PO Number	Ereq Num	PO Date	Description	Payable	Accrued
Account Number			Account Description				Payment
Journal Number: 533 Check Journal				Posted: 05/10/2017			
Computer Checks							
1 - GENERAL FUND							
Bank Account :A - Genoa Natl Bank Gen							
00024824	05/10/2017	ACEHARD	Ace Hardware & Garden Center				
138909	05/09/2017			05/09/2017	supplies		
1-2610-410-0-00			Supplies			-26.00	26.00
					Invoice Total:	-26.00	26.00
					Check Total:	-26.00	26.00
00024825	05/10/2017	ADVANCED	Advanced Education, Inc				
00093946	05/09/2017			05/09/2017	Advance Ed Network Fee		
1-1199-410-1-01			Supplies			-450.00	450.00
1-1199-410-2-02			Supplies			-450.00	450.00
					Invoice Total:	-900.00	900.00
					Check Total:	-900.00	900.00
00024826	05/10/2017	AIMEADAM	Aimee Adams				
May 2017	05/09/2017			05/09/2017	mileage reimbursement		
1-1221-670-1-01			Travel Expense & Mileage			-58.85	58.85
					Invoice Total:	-58.85	58.85
					Check Total:	-58.85	58.85
00024827	05/10/2017	AJGENOA	John Sellhorst				
May 2017	05/09/2017			05/09/2017	fuel		
1-2750-336-0-00			Gas And Oil			-649.91	649.91
1-2760-160-0-00			Sped Transportation			-72.21	72.21
					Invoice Total:	-722.12	722.12
					Check Total:	-722.12	722.12
00024828	05/10/2017	ANDYKUNTZ	Andy Kuntz				
May 2017	05/09/2017			05/09/2017	Mileage reimbursement		
1-1290-670-0-00			Travel/Mileage			-82.39	82.39
					Invoice Total:	-82.39	82.39
					Check Total:	-82.39	82.39
00024829	05/10/2017	APPLCONN	APPLIED CONNECTIVE				
95561	05/09/2017			05/09/2017	serice call/keys		
1-2620-318-0-00			Contracted Services/maintenan			-177.00	177.00
					Invoice Total:	-177.00	177.00
9558	05/09/2017			05/09/2017	service call		
1-2620-318-0-00			Contracted Services/maintenan			-213.84	213.84
					Invoice Total:	-213.84	213.84
					Check Total:	-390.84	390.84
00024830	05/10/2017	AWARENGR	AWARDS ENGRAVING				
1795	05/09/2017			05/09/2017	name plate BOE		
1-2310-690-0-00			Other/miscellaneous			-27.00	27.00
					Invoice Total:	-27.00	27.00
1991	05/09/2017			05/09/2017	awards		
1-2190-410-2-02			Supplies			-250.00	250.00

Check Journal

Fiscal Year: 2017

Check Number Invoice Account Number	Date Invoice Date	Vendor ID Invoice Number PO Number	Vendor Name Ereq Num Account Description	PO Date	Description	Payable	Direct Deposit Accrued Payment
					Invoice Total:	-250.00	250.00
					Check Total:	-277.00	277.00
00024831	05/10/2017	AWARUNLI	Awards Unlimited, Inc				
429052	05/09/2017			05/09/2017	awards		
1-2190-410-2-02			Supplies			-272.46	272.46
					Invoice Total:	-272.46	272.46
429425	05/09/2017			05/09/2017	awards		
1-2190-410-2-02			Supplies			-46.00	46.00
					Invoice Total:	-46.00	46.00
					Check Total:	-318.46	318.46
00024832	05/10/2017	BANKOFAMER	Bank of America				
May 2017 1399	05/09/2017			05/09/2017	supplies		
1-2190-410-2-02			Supplies			-583.33	583.33
					Invoice Total:	-583.33	583.33
May 2017 2794	05/09/2017			05/09/2017	Conference/Misc		
1-2410-670-1-01			Travel Expense & Mileage			-66.28	66.28
					Invoice Total:	-66.28	66.28
May 2017 5253	05/09/2017			05/09/2017	FBLA Natl's, supplies, misc		
1-1199-410-2-02			Supplies			-731.57	731.57
1-2190-670-2-02			Travel Expense & Mileage			-7,444.20	7,444.20
1-2310-690-0-00			Other/miscellaneous			-188.32	188.32
					Invoice Total:	-8,364.09	8,364.09
May 2017 8373	05/09/2017			05/09/2017	conference/supplies/dues		
1-2320-410-0-00			Supplies			-629.14	629.14
1-2320-630-0-00			Dues And Fees			-374.00	374.00
1-2320-670-0-00			Travel Expense & Mileage			-861.97	861.97
					Invoice Total:	-1,865.11	1,865.11
					Check Total:	-10,878.81	10,878.81
00024833	05/10/2017	BIGRED	Big Red Sanitation				
May 2017	05/09/2017			05/09/2017	garbage SC		
1-2610-323-0-00			Water-sewer-garbage			-176.00	176.00
					Invoice Total:	-176.00	176.00
					Check Total:	-176.00	176.00
00024834	05/10/2017	BLACHILL	Black Hills Energy				
May 2017 A	05/09/2017			05/09/2017	balanced billing		
1-2610-321-0-00			Heat/Fuel			-2,500.00	2,500.00
					Invoice Total:	-2,500.00	2,500.00
					Check Total:	-2,500.00	2,500.00
00024835	05/10/2017	BLAZER	Blazer Manufacturing Co.				
161755	05/09/2017			05/09/2017	track supplies		
1-2190-410-2-02			Supplies			-392.00	392.00
					Invoice Total:	-392.00	392.00
					Check Total:	-392.00	392.00
00024836	05/10/2017	BLUERIVER	Blue River Power and Rental				
9801	05/09/2017			05/09/2017	supplies		

Check Journal

Fiscal Year: 2017

Check Number Invoice Account Number	Date Invoice Date	Vendor ID Invoice Date PO Number	Vendor Name Ereq Num Account Description	PO Date	Description	Payable	Direct Deposit Accrued Payment
1-2620-410-0-00			Supplies			-152.31	152.31
					Invoice Total:	-152.31	152.31
					Check Total:	-152.31	152.31
00024837	05/10/2017	BOYSTOWN	Boy's Town Father Flanagan's Boys				
160692	05/09/2017			05/09/2017	SPED services		
1-1221-318-2-02			Contracted Services/maintenan			-2,908.92	2,908.92
					Invoice Total:	-2,908.92	2,908.92
					Check Total:	-2,908.92	2,908.92
00024838	05/10/2017	CECESTEN	Cecilia Stenzel				
May 2017	05/09/2017			05/09/2017	mileage		
1-1199-670-1-01			Travel /Training & Mileage			-29.43	29.43
					Invoice Total:	-29.43	29.43
					Check Total:	-29.43	29.43
00024839	05/10/2017	CENTLINK	Century Link				
May 2017	05/09/2017			05/09/2017	phone SC		
1-2510-342-0-00			Telephone			-188.94	188.94
					Invoice Total:	-188.94	188.94
					Check Total:	-188.94	188.94
00024840	05/10/2017	CENTNEBOBC	Central Nebraska Bobcat				
095298	05/09/2017			05/09/2017	dozer blade		
1-2620-540-0-00			Grounds Capital Outlay			-4,567.98	4,567.98
					Invoice Total:	-4,567.98	4,567.98
					Check Total:	-4,567.98	4,567.98
00024841	05/10/2017	CENTNEBRA	Central Nebraska Rehab Services				
May 2017	05/09/2017			05/09/2017	OT/PT		
1-1221-313-1-01			Purchased Pupil Services			-94.50	94.50
1-1221-670-1-01			Travel Expense & Mileage			-7.65	7.65
1-1221-670-1-01			Travel Expense & Mileage			-307.35	307.35
1-1290-300-2-02			Early Education SPED			-677.25	677.25
1-1290-300-2-02			Early Education SPED			-299.25	299.25
1-1290-300-2-02			Early Education SPED			-173.25	173.25
1-1290-670-0-00			Travel/Mileage			-48.15	48.15
1-1290-670-0-00			Travel/Mileage			-55.35	55.35
1-1290-670-0-00			Travel/Mileage			-74.25	74.25
					Invoice Total:	-1,737.00	1,737.00
					Check Total:	-1,737.00	1,737.00
00024842	05/10/2017	CENTVALL	CENTRAL VALLEY AG				
May 2017	05/09/2017			05/09/2017	fuel		
1-2750-336-0-00			Gas And Oil			-399.88	399.88
1-2760-160-0-00			Sped Transportation			-44.43	44.43
					Invoice Total:	-444.31	444.31
					Check Total:	-444.31	444.31
00024843	05/10/2017	CITYGENO	City Of Genoa				
May 2017	05/09/2017			05/09/2017	water, sewer, garbage		
1-2610-323-0-00			Water-sewer-garbage			-473.12	473.12

Check Journal

Fiscal Year: 2017

Check Number	Date	Vendor ID	Vendor Name	Description	Payable	Direct Deposit Accrued Payment
Invoice Account Number	Invoice Date	PO Number	Ereq Num	PO Date	Description	Description
					Invoice Total:	-473.12 473.12
					Check Total:	-473.12 473.12
00024844	05/10/2017	COLUMUSI	Columbus Music Company			
May 2017	05/09/2017			05/09/2017	piano repair	
1-1199-540-0-00			Capital Outlay			-1,302.70 1,302.70
					Invoice Total:	-1,302.70 1,302.70
					Check Total:	-1,302.70 1,302.70
00024845	05/10/2017	COMFINN	Comfort Inn			
May 2017	05/09/2017			05/09/2017	NETA conference	
1-2410-670-1-01			Travel Expense & Mileage			-199.90 199.90
					Invoice Total:	-199.90 199.90
					Check Total:	-199.90 199.90
00024846	05/10/2017	DAKTECH	DakTech			
0329985	05/09/2017			05/09/2017	supplies/Morris	
1-1199-382-0-00			Distance Learning & Technology			-63.00 63.00
					Invoice Total:	-63.00 63.00
0329989	05/09/2017			05/09/2017	supplies/Morris	
1-1199-382-0-00			Distance Learning & Technology			-113.00 113.00
					Invoice Total:	-113.00 113.00
					Check Total:	-176.00 176.00
00024847	05/10/2017	DANKOZI	Dan Koziol			
May 2017	05/09/2017			05/09/2017	reimburse supplies	
1-2190-410-2-02			Supplies			-23.37 23.37
					Invoice Total:	-23.37 23.37
					Check Total:	-23.37 23.37
00024848	05/10/2017	DECKER	Decker Equipment			
184479A SHIP	05/09/2017			05/09/2017	shipping	
1-1199-690-2-02			Other/miscellaneous			-38.14 38.14
					Invoice Total:	-38.14 38.14
					Check Total:	-38.14 38.14
00024849	05/10/2017	DRFREY	D. R. Frey Welding-repair			
May 2017	05/09/2017			05/09/2017	repair	
1-2620-318-0-00			Contracted Services/maintenan			-177.70 177.70
					Invoice Total:	-177.70 177.70
					Check Total:	-177.70 177.70
00024850	05/10/2017	EARTGRAI	The Earthgrains Company			
May 2017	05/09/2017			05/09/2017	supplies	
1-2190-410-2-02			Supplies			-598.44 598.44
					Invoice Total:	-598.44 598.44
					Check Total:	-598.44 598.44
00024851	05/10/2017	ESU #7	Esu #7 Sped Dept.			
May 2017	05/09/2017			05/09/2017	SPED services	
1-1221-318-1-01			Contracted Services/maintenan			-399.95 399.95
1-1221-318-1-01			Contracted Services/maintenan			-4,999.43 4,999.43
1-1221-318-2-02			Contracted Services/maintenan			-404.83 404.83

Check Journal

Fiscal Year: 2017

Check Number	Date	Vendor ID		Vendor Name		Description	Payable	Direct Deposit	
		Invoice Number	Invoice Date	PO Number	Ereq Num			PO Date	Account Description
1-1221-318-2-02						Contracted Services/maintenan	-5,060.37		5,060.37
1-1290-300-2-02						Early Education SPED	-71.05		71.05
1-1290-300-2-02						Early Education SPED	-888.16		888.16
1-1290-300-2-02						Early Education SPED	-324.81		324.81
1-1290-300-2-02						Early Education SPED	-4,060.18		4,060.18
						Invoice Total:	-16,208.78		16,208.78
						Check Total:	-16,208.78		16,208.78
00024852	05/10/2017	ESU#7				Esu #7			
	May 2017		05/09/2017		05/09/2017	WMLS Testing			
1-1199-670-1-01						Travel /Training & Mileage	-95.86		95.86
						Invoice Total:	-95.86		95.86
						Check Total:	-95.86		95.86
00024853	05/10/2017	ESU7				Esu 7 Distance Learning			
	DL0411-1		05/09/2017		05/09/2017	Distance Learning			
1-1199-382-0-00						Distance Learning & Technology	-3,500.00		3,500.00
						Invoice Total:	-3,500.00		3,500.00
						Check Total:	-3,500.00		3,500.00
00024854	05/10/2017	ESU7ADMI				Esu #7			
	May 2017		05/09/2017		05/09/2017	Network Operations			
1-1199-382-0-00						Distance Learning & Technology	-12.50		12.50
						Invoice Total:	-12.50		12.50
						Check Total:	-12.50		12.50
00024855	05/10/2017	FOUNDATION				Foundations in Personal Finance			
	6617418		05/09/2017		05/09/2017	Textbooks Shanle			
1-1440-420-2-02						Textbooks	-439.78		439.78
						Invoice Total:	-439.78		439.78
						Check Total:	-439.78		439.78
00024856	05/10/2017	FRONCOOP				Frontier Coop			
	May 2017		05/09/2017		05/09/2017	fuel			
1-2750-336-0-00						Gas And Oil	-2,543.60		2,543.60
1-2760-160-0-00						Sped Transportation	-282.68		282.68
						Invoice Total:	-2,826.28		2,826.28
						Check Total:	-2,826.28		2,826.28
00024857	05/10/2017	FRONTIER				Frontier			
	May 2017		05/09/2017		05/09/2017	phone			
1-2510-342-0-00						Telephone	-124.32		124.32
						Invoice Total:	-124.32		124.32
						Check Total:	-124.32		124.32
00024858	05/10/2017	GAETPEST				Gaeth Pest Control Services			
	11754		05/09/2017		05/09/2017	pest control			
1-2620-318-0-00						Contracted Services/maintenan	-65.00		65.00
						Invoice Total:	-65.00		65.00
						Check Total:	-65.00		65.00
00024859	05/10/2017	GENOLEAD				Mary Kay Johnson			
	May 2017		05/09/2017		05/09/2017	proceedings			

Check Journal

Fiscal Year: 2017

Check Number Invoice Account Number	Date Invoice Date	Vendor ID Invoice Date PO Number	Vendor Name Ereq Num Account Description	PO Date	Description	Payable	Direct Deposit Accrued Payment
1-2310-350-0-00			Advertising And Printing			-171.00	171.00
					Invoice Total:	-171.00	171.00
					Check Total:	-171.00	171.00
00024860	05/10/2017	HADDOCK	Haddock				
46015	05/09/2017			05/09/2017	supplies		
1-1199-382-0-00			Distance Learning & Technology			-253.00	253.00
					Invoice Total:	-253.00	253.00
					Check Total:	-253.00	253.00
00024861	05/10/2017	HAMILTON	Hamilton Telecommunications				
10355935	05/09/2017			05/09/2017	internet SC		
1-1199-382-0-00			Distance Learning & Technology			-539.00	539.00
					Invoice Total:	-539.00	539.00
					Check Total:	-539.00	539.00
00024862	05/10/2017	HAPPPUBLI	Happ Publishing				
May 2017	05/09/2017			05/09/2017	proceedings		
1-2310-350-0-00			Advertising And Printing			-348.78	348.78
					Invoice Total:	-348.78	348.78
					Check Total:	-348.78	348.78
00024863	05/10/2017	HOMELEASIN	Hometown Leasing				
May 2017	05/09/2017			05/09/2017	copy contract		
1-2510-327-0-00			Rentals And Leases			-2,335.00	2,335.00
					Invoice Total:	-2,335.00	2,335.00
					Check Total:	-2,335.00	2,335.00
00024864	05/10/2017	INSTAWAR	Instrumental Awards				
May 2017	05/09/2017			05/09/2017	awards		
1-1199-410-1-01			Supplies			-14.50	14.50
					Invoice Total:	-14.50	14.50
					Check Total:	-14.50	14.50
00024865	05/10/2017	ISLASUPP	Island Supply Welding Company				
600619	05/09/2017			05/09/2017	supplies		
1-1450-410-2-02			Supplies			-181.73	181.73
					Invoice Total:	-181.73	181.73
					Check Total:	-181.73	181.73
00024866	05/10/2017	JACKSERV	Jackson Services, Inc.				
May 2017 A	05/09/2017			05/09/2017	supplies		
1-2610-410-0-00			Supplies			-571.68	571.68
					Invoice Total:	-571.68	571.68
May 2017 B	05/09/2017			05/09/2017	supplies		
1-2610-410-0-00			Supplies			-349.40	349.40
					Invoice Total:	-349.40	349.40
					Check Total:	-921.08	921.08
00024867	05/10/2017	JANEGABE	Janet Gabel				
May 2017	05/09/2017			05/09/2017	mileage reimbursement		
1-1221-670-1-01			Travel Expense & Mileage			-111.28	111.28
					Invoice Total:	-111.28	111.28

Check Journal

Fiscal Year: 2017

Check Number	Date	Vendor ID	Vendor Name	PO Date	Description	Payable	Direct Deposit Accrued Payment
Invoice Account Number	Invoice Date	Invoice Number	Ereq Num Account Description	PO Date	Description	Payable	Payment
Check Total:						-111.28	111.28
00024868	05/10/2017	JERRTWOR	Jerry Tworek				
May 2017	05/09/2017			05/09/2017	hangers-Track		
1-2190-410-2-02			Supplies			-58.00	58.00
Invoice Total:						-58.00	58.00
Check Total:						-58.00	58.00
00024869	05/10/2017	JONZAREK	Jon Zarek				
17J0194	05/09/2017			05/09/2017	29.99 yds. of gravel		
1-2620-410-0-00			Supplies			-922.19	922.19
Invoice Total:						-922.19	922.19
Check Total:						-922.19	922.19
00024870	05/10/2017	JWPEPPER	Jw Pepper & Son Inc				
1834068	05/09/2017			05/09/2017	CD-music		
1-1199-410-2-02			Supplies			-26.99	26.99
Invoice Total:						-26.99	26.99
Check Total:						-26.99	26.99
00024871	05/10/2017	KUSHBROS	Kush Bros.				
403967	05/09/2017			05/09/2017	trees		
1-2620-410-0-00			Supplies			-210.00	210.00
Invoice Total:						-210.00	210.00
Check Total:						-210.00	210.00
00024872	05/10/2017	LORISWAN	Lori Swantek				
May 2017	05/09/2017			05/09/2017	mileage		
1-2510-670-0-00			Travel Expense & Mileage			-64.20	64.20
Invoice Total:						-64.20	64.20
Check Total:						-64.20	64.20
00024873	05/10/2017	LOUPPOWE	Loup Power District				
May 2017	05/09/2017			05/09/2017	Electrical bill		
1-2610-322-0-00			Electricity			-5,192.96	5,192.96
Invoice Total:						-5,192.96	5,192.96
Check Total:						-5,192.96	5,192.96
00024874	05/10/2017	MENARDS	Menards				
22512	05/09/2017			05/09/2017	supplies-Tim		
1-2610-410-0-00			Supplies			-559.76	559.76
Invoice Total:						-559.76	559.76
22676	05/09/2017			05/09/2017	supplies		
1-2620-410-0-00			Supplies			-174.84	174.84
Invoice Total:						-174.84	174.84
Check Total:						-734.60	734.60
00024875	05/10/2017	MIDSTATE	Midstate Busing				
998	05/09/2017			05/09/2017	stop arm		
1-2750-337-0-00			Tires And Parts			-302.17	302.17
Invoice Total:						-302.17	302.17
Check Total:						-302.17	302.17
00024876	05/10/2017	MIRARECR	MIRACLE RECREATION				

Check Journal

Fiscal Year: 2017

Check Number	Date	Vendor ID	Vendor Name	PO Date	Description	Payable	Direct Deposit
Invoice Account Number	Invoice Date	PO Number	Ereq Num Account Description				Accrued Payment
786904	05/09/2017			05/09/2017	playground equipment		
1-1199-540-0-00			Capital Outlay			-2,325.57	2,325.57
					Invoice Total:	-2,325.57	2,325.57
					Check Total:	-2,325.57	2,325.57
00024877	05/10/2017	MODOOR	M & O Door Products				
0086176-IN	05/09/2017			05/09/2017	lock sets/keys		
1-2620-410-0-00			Supplies			-663.25	663.25
					Invoice Total:	-663.25	663.25
					Check Total:	-663.25	663.25
00024878	05/10/2017	MUSIDOC	The Music Doctor				
May 2017	05/09/2017			05/09/2017	repairs, supplies		
1-1199-318-2-02			Contracted Services/maintenan			-538.28	538.28
					Invoice Total:	-538.28	538.28
					Check Total:	-538.28	538.28
00024879	05/10/2017	NAPAAUTO	Napa Auto Parts				
May 2017	05/09/2017			05/09/2017	supplies		
1-2610-410-0-00			Supplies			-18.12	18.12
					Invoice Total:	-18.12	18.12
					Check Total:	-18.12	18.12
00024880	05/10/2017	NCSA	Ncsa				
May 2017	05/09/2017			05/09/2017	membership-Swantek		
1-2510-630-0-00			Dues And Fees			-125.00	125.00
					Invoice Total:	-125.00	125.00
					Check Total:	-125.00	125.00
00024881	05/10/2017	NWEA	Northwest Evaluation Association				
57260	05/09/2017			05/09/2017	testing		
1-1199-410-1-01			Supplies			-1,375.00	1,375.00
1-1199-410-2-02			Supplies			-4,800.00	4,800.00
					Invoice Total:	-6,175.00	6,175.00
					Check Total:	-6,175.00	6,175.00
00024882	05/10/2017	OLIVAUDI	Oliva Audio-visual Repair				
May 2017	05/09/2017			05/09/2017	Ipad repair		
1-1199-382-0-00			Distance Learning & Technology			-98.00	98.00
					Invoice Total:	-98.00	98.00
					Check Total:	-98.00	98.00
00024883	05/10/2017	OMAHWORLD	Omaha World-herald				
13795-170430	05/10/2017			05/10/2017	advertiserment		
1-2310-350-0-00			Advertising And Printing			-1,332.00	1,332.00
					Invoice Total:	-1,332.00	1,332.00
					Check Total:	-1,332.00	1,332.00
00024884	05/10/2017	PARKSTRE	Park Street Medical Clinic				
12943-0196	05/10/2017			05/10/2017	Bus testing		
1-2750-690-0-00			Other/miscellaneous			-74.00	74.00
					Invoice Total:	-74.00	74.00
					Check Total:	-74.00	74.00

Check Journal

Fiscal Year: 2017

Check Number	Date	Vendor ID	Vendor Name				Direct Deposit
Invoice	Invoice Date	PO Number	Ereq Num	PO Date	Description	Payable	Accrued
Account Number			Account Description				Payment
00024885	05/10/2017	PIONDRAM	Pioneer Drama Service, Inc.				
549843	05/10/2017			05/10/2017	supplies		
1-1199-410-2-02			Supplies			-50.00	50.00
					Invoice Total:	-50.00	50.00
					Check Total:	-50.00	50.00
00024886	05/10/2017	POLKCOUN	Polk County Rppd				
May 2017	05/10/2017			05/10/2017	Electrical bill SC		
1-2610-322-0-00			Electricity			-2,523.11	2,523.11
					Invoice Total:	-2,523.11	2,523.11
					Check Total:	-2,523.11	2,523.11
00024887	05/10/2017	RECKASSO	Recknor & Associates				
1761	05/10/2017			05/10/2017	legal fees		
1-2310-317-0-00			Legal Services			-1,225.00	1,225.00
					Invoice Total:	-1,225.00	1,225.00
					Check Total:	-1,225.00	1,225.00
00024888	05/10/2017	SACKLUMB	Sack Lumber Company				
May 2017	05/10/2017			05/10/2017	supplies		
1-2620-410-0-00			Supplies			-515.61	515.61
					Invoice Total:	-515.61	515.61
					Check Total:	-515.61	515.61
00024889	05/10/2017	SERVMAST	Service Master by Shevlin				
4351	05/10/2017			05/10/2017	Janitorial Service		
1-2620-318-0-00			Contracted Services/maintenan			-1,487.00	1,487.00
					Invoice Total:	-1,487.00	1,487.00
					Check Total:	-1,487.00	1,487.00
00024890	05/10/2017	SILVPROD	Silver Creek Products Water Billing Dept.				
May 2017	05/10/2017			05/10/2017	water, sewer-SC		
1-2610-323-0-00			Water-sewer-garbage			-258.50	258.50
					Invoice Total:	-258.50	258.50
					Check Total:	-258.50	258.50
00024891	05/10/2017	STEPMCLA	Stephanie McLaughlin				
May 2017	05/10/2017			05/10/2017	mileage reimbursement		
1-1199-670-1-01			Travel /Training & Mileage			-23.54	23.54
					Invoice Total:	-23.54	23.54
					Check Total:	-23.54	23.54
00024892	05/10/2017	STROWATE	Stromsburg Water And Cond Inc				
May 2017	05/10/2017			05/10/2017	supplies		
1-2610-410-0-00			Supplies			-47.00	47.00
					Invoice Total:	-47.00	47.00
					Check Total:	-47.00	47.00
00024893	05/10/2017	SUPESAVE	Super Saver				
May 2017	05/10/2017			05/10/2017	supplies		
1-1199-410-1-01			Supplies			-66.50	66.50
1-1199-410-1-01			Supplies			-66.42	66.42
					Invoice Total:	-132.92	132.92

Check Journal

Fiscal Year: 2017

Check Number	Date	Vendor ID	Vendor Name	PO Date	Description	Payable	Direct Deposit Accrued Payment
Invoice Account Number	Invoice Date	Invoice Number	Ereq Num Account Description	PO Date	Description	Payable	Payment
					Check Total:	-132.92	132.92
00024894	05/10/2017	TAMMWITT	Tammy Wittwer				
May 2017	05/10/2017			05/10/2017	Mileage reimbursement		
1-1199-670-1-01			Travel /Training & Mileage			-370.76	370.76
					Invoice Total:	-370.76	370.76
					Check Total:	-370.76	370.76
00024895	05/10/2017	TODHEIER	Tod Heier				
May 2017	05/10/2017			05/10/2017	mileage		
1-2410-670-1-01			Travel Expense & Mileage			-266.43	266.43
					Invoice Total:	-266.43	266.43
					Check Total:	-266.43	266.43
00024896	05/10/2017	TONTSERV	Tonto's Service				
May 2017	05/10/2017			05/10/2017	repairs/inspections		
1-2750-338-0-00			Transportation Repairs			-2,940.77	2,940.77
					Invoice Total:	-2,940.77	2,940.77
					Check Total:	-2,940.77	2,940.77
00024897	05/10/2017	TRAUTO	T & R Auto Repair				
May 2017	05/10/2017			05/10/2017	repairs/inspections		
1-2750-338-0-00			Transportation Repairs			-2,158.17	2,158.17
					Invoice Total:	-2,158.17	2,158.17
					Check Total:	-2,158.17	2,158.17
00024898	05/10/2017	USCELL	U.S. Cellular				
0187181973	05/10/2017			05/10/2017	cell phones		
1-2510-342-0-00			Telephone			-81.13	81.13
					Invoice Total:	-81.13	81.13
					Check Total:	-81.13	81.13
00024899	05/10/2017	VERIZON	Verizon				
9783759741	05/10/2017			05/10/2017	wifi		
1-1199-382-0-00			Distance Learning & Technology			-23.22	23.22
					Invoice Total:	-23.22	23.22
					Check Total:	-23.22	23.22
00024900	05/10/2017	WEMHREFR	Wemhoff Refrigeration				
11201	05/10/2017			05/10/2017	service call		
1-2620-318-0-00			Contracted Services/maintenan			-68.30	68.30
					Invoice Total:	-68.30	68.30
					Check Total:	-68.30	68.30
00024901	05/10/2017	WEXBANK	WEX Bank				
49566336	05/10/2017			05/10/2017	fuel		
1-2750-336-0-00			Gas And Oil			-816.99	816.99
1-2760-160-0-00			Sped Transportation			-83.01	83.01
					Invoice Total:	-900.00	900.00
					Check Total:	-900.00	900.00
00024902	05/10/2017	WILKLAND	Wilke Landscape				
May 2017	05/10/2017			05/10/2017	treatment		
1-2620-318-0-00			Contracted Services/maintenan			-183.33	183.33

Check Journal

Fiscal Year: 2017

Check Number	Date	Vendor ID	Vendor Name	PO Date	Description	Payable	Direct Deposit Accrued Payment
Invoice Account Number	Invoice Date	PO Number	Ereq Num Account Description				
					Invoice Total:	-183.33	183.33
					Check Total:	-183.33	183.33
00024903	05/10/2017	ZIEGOIL	Ziegler Oil Company				
May 2017	05/10/2017			05/10/2017	fuel		
1-2750-336-0-00			Gas And Oil			-768.28	768.28
1-2760-160-0-00			Sped Transportation			-85.36	85.36
					Invoice Total:	-853.64	853.64
					Check Total:	-853.64	853.64
00024904	05/10/2017	JOHNWEID	John Weidner				
May 2017	05/10/2017			05/10/2017	Mileage Reimbursement		
1-2320-670-0-00			Travel Expense & Mileage			-146.00	146.00
					Invoice Total:	-146.00	146.00
					Check Total:	-146.00	146.00
			1 - GENERAL FUND			-91,003.38	91,003.38
			Total of Computer Checks			-91,003.38	91,003.38
Fund Summary							
1 - GENERAL FUND						-91,003.38	91,003.38
Payroll Summary							
Report Total:						-91,003.38	91,003.38

**Twin River Board of Education
Monthly Meeting
5-14-17**

PreK-6 Principal's Report

- I. Last Days of School**
 - A. PreK- This past Friday the 12th
 - B. K-8 Graders-Tuesday the 16th
 - C. 9th/10th/11th Graders- Wednesday 17th
 - D. Staff- Thursday 18th

- II. Assessment Wrap-Up!**
 - A. NeSA—ACT Complete!! Will receive final scores in August.
 - B. NWEA/MAPS Testing completed last week K-11th grade.

- III. Dynamic Indicators of Basic Early Literacy Skills**
 - A. DIBELS scores: 92% 90% K-6 students at benchmark! (compared to 90%/89%/85% past three years)
 - B. DIBELS attachment

- IV. Continuing Education**
 - A. Kris Rogers accepted into TEAMS project this summer sponsored by UNL and NDE. Training on integrating STEM (Science, Technology, Engineering, Math) projects into the curriculum. (Application process for which only a certain number of teachers selected from across the state.)
 - B. Staff attending: PBL, Dibels, Dibels Math, Reading and other summer workshops.

- V. End of Year Items**
 - A. K-12 Staff will meet and discuss EBA survey for NDE as a part of our AQuESTT data
 - B. Staff meetings and end of year wrap-up Wednesday and Thursday
 - C. Staff check-out Thursday

2016-2017

Grade	% Students at benchmark in Fall DIBELS	% Students at benchmark in Winter DIBELS	% Students at benchmark in Spring DIBELS
Kindergarten		96%	91%
1 st Grade	NWF-88%	NWF-94% ORF 100%	ORF- 100%
2 nd Grade	79%	85%	84%
3 rd Grade	77%	95%	88%
4 th Grade	68%	84%	92%
5 th Grade	89%	92%	94%
6 th Grade	93%	96%	97%

92% of the students in our district met benchmark

A.D. Report for Board of Education Meeting (5/15/17)

(1) **Graduation**—Twin River Public Schools held graduation ceremonies on Saturday, May 13th at 2:00 P.M. and 36 students received their diplomas.

(2) **End of Year Plans**—The last day of classes for the Pre-Kindergarten was Friday, May 12th. The last day of school for students in grades K-8 is Tuesday, May 16th with a regular dismissal time and the last day for grades 9-11 will be Wednesday, May 17th with dismissal at approximately 1:00 pm. Teaching staff will have a work day on Thursday.

(3) **Track** —The high school and junior high track teams have completed their regular seasons. The high school track teams competed at districts at Battle Creek on Thursday, May 11th. The State Track & Field Meet is at Omaha Burke on Friday, May 19th & Saturday, May 20th.

(4) **Golf**—The golf team finished their regular season at the East Husker Conference Tournament at Beemer last Monday. The golfers will compete in the district tournament in Oakland tomorrow. The State Golf Meet is Tuesday, May 23rd & Wednesday, May 24th in Kearney.

(5) **NSAA Academic All-State for Spring**—The winners of the NSAA Academic All-State Spring Activities are:
Girls Track—Courtney Nelson & Sara Czarnick
Boys Track—Beau Wattier & Blake Booth
Vocal Music—Samantha Wyman
Instrumental Music—Mattie Fehringer

Terry Gray

Superintendent's Report
May 2017

1. NETA Conference – I attended this state conference back in April. I attended session that ranged from the use of Minecraft in the classroom to uses of chromebooks.

One of the Google programs I found to be rather exciting from an educational point of view is the Expedition program. This is a 3D, virtual reality program that can take our students to any part of the country or world. We viewed Mt. Rushmore National Park. Pretty cool program. All a person needs is a smart phone, the correct program and a cardboard viewer. You can literally look all around as if you were actually there.

One of the presenters spoke about the Hour of Coding. The speaker demonstrated the free program available on line that enable students to create a program using pre-determined loops. A programmer can make basic changes to the loop to manipulate the character they create. Not only do students work on their math skills and see what they can do with math, they also work on the 4 C's. I think this is something we should be pursuing. Currently, there are approximately 2,561 jobs for computer programmers in our state alone. 71% of the jobs in the STEM field are in computer science.

As you know, I have been looking at Chromebooks to replace the iPads our students use. I attended quite a few sessions that focused on chromebooks and their use in the classroom. Most of the programs that were presented are online and quite a few are free.

2. 501 Building – Still waiting to hear back from the Fire Marshall. I have left three phone messages and an email during this semester. The other problem with a renovation of the magnitude that has been presented to me is where are we going to store all of the materials, furniture and such that are there now. We really do not have any place to move those items to.
3. iPads – Our lease is coming to an end sometime soon. I have started the process to see if that is the way we want to continue or maybe switch over to laptops.

I have invited the teaching staff for their thoughts about moving to a laptop, including chromebooks. Most comments have been in support of moving to a laptop of some kind. Almost all of them would like to retain their iPads. I am still waiting to hear back from our Apple rep as to what our options are.

4. MLTS – The second screening of this movie is scheduled for Thursday, May 18th in Silver Creek. Show time is at 6:30 p.m.
5. PBL training – So far, we have 26 teachers participating in the training.

April 11, 2017

Dr. John Weidner
Superintendent of Schools
Twin River School District
816 Willard Ave.
Genoa, NE 68640

Dear Dr. Weidner,

On behalf of FES, I am pleased to submit the attached proposal for the purpose of branding and promoting the Twin River School District. After meeting with you and your staff several times, I already have a good sense of your momentum and the unique position Twin River School District has for the three communities you serve. I agree that you would benefit from creating a new brand position to create a new look and help tell your story for the purpose of increasing pride for the district and recruiting others into it.

The attached proposal details the approach and costs for this branding effort. My team and I are excited to move into this project and create a powerful brand story for Twin River Public Schools. I look forward to seeing you again on April 17th.

Best Regards,



Mike Murray
Director of Communications

Proposal for Branding & Promotion

Twin River Public Schools



Submitted by: Mike Murray

April 12, 2017

Company Information



FES is a nonprofit organization located in Lincoln, Nebraska. FES was founded in 1986 to serve as the parent organization to the National Student Loan Program (NSLP – a federal guarantor of student loans and provider of financial aid related solutions to the higher education industry), and the EducationQuest Foundation, a foundation dedicated to improving access to higher education in Nebraska. FES provides all of the support services needed by our partners. This includes human resources, marketing, software development, IT infrastructure and security, and accounting. Our goal is to provide all of these peripheral services so our partners can stay focused on fulfilling their missions.

Over time, this mission was expanded to offer these support services to communities and community-based nonprofit organizations such as: school districts, hospitals, associations, community centers, and municipalities. At first, the primary service offered was branded as SOCS Websites. SOCS offers website design and hosting with a content management system for easier editing and updates. We began to offer SOCS websites in 2003 and currently host over 700 websites in 18 states. FES started to expand our external offerings after 2010 to include branding and marketing services, as well as network services and security. Community branding has become the primary practice area for these external services.

Years in business	30
Address	1300 O Street Lincoln, NE 68508
General contact information	FES.org 800-850-8397
Primary contact	Mike Murray Director of Communications mikem@fes.org 402-479-6667

Project Approach



As a nonprofit working regularly with communities and school districts, FES understands common goals such as helping rally your constituents and communities with a renewed sense of pride and purpose. Your consolidated school district has a unique story and a unique feeling of pride. At FES, we believe that our job is to understand these feelings of existing pride well enough to translate it into a compelling and creative brand that rallies your communities and attracts people to you. The brand should also communicate your purpose and vision, but the message needs to be emotional because it should immediately feel good to your constituents and those you want to attract. Our job is to create that emotional connection for you.

Our process for creating and launching your brand is outlined in this proposal, but a summary of the steps involved are listed below:

Step 1 – Discovery

Step 2 – Brand Position

Step 3 – Logo and Tagline

Step 4 – Standards Guide and Design Update

Step 5 – Promotion

Discovery Phase

This is the research phase of the project. The goal of the research is to identify the key areas to focus on for the brand position. Specifically, the research should give us themes to sort through for the following areas:

- A clear understanding of the goals, vision and purpose for the district and the three communities it supports
- Current perceptions of the district among parents and current residents
- A good understanding of the existing areas of pride

Methodology

The methodology for this research will consist of one-on-one interviews with representatives from different audience groups. Some of these will be in person but most will be phone interviews. FES will work with the primary contact from Twin River Public Schools to agree on the groups to include and the number from each group. We normally try to include:

- Stakeholders for the project
- A sampling of parents and residents from the three communities represented

At FES, we always prefer to do one-on-one interviews as it allows us to dive deeper into some of the answers for clarity. This is difficult to do with surveys and focus groups.

Presentation of Results

After the interviews are complete, FES will compile the answers into a meaningful presentation of findings, and suggest which themes seem to be most important but also provide a complete view into existing perceptions. FES and the representatives from Twin River Public Schools will discuss the results in order to agree on areas (themes) to focus on for the brand position.

Specific Deliverables

- Coordination of interviews and completion of at least 15 interviews both in-person and over the phone.
- Presentation of results and discussion to agree on areas of focus for the brand.

Brand Position

FES will refine the direction from the research and, in this phase, create two or three brand positions that seem viable. Each of these will have a rationale as well as a narrative to provide context for expressing the district brand. We will also include words and images that help to reflect the meaning of each narrative. Keep in mind, the brand should ‘feel good’ to those who encounter it, so the narratives will be written in a way to elicit the right emotion along with the right message. This step is an important precedent to considering a tagline and the visual identity for the brand. The brand position, stated in narrative form, drives the rest of the brand development and future promotional efforts.

Specific Deliverables

- A presentation of two or three brand positions with rationale and a brand narrative for each. FES will revise, as needed, until we get to an approved position and narrative, but will limit this to three rounds of revisions.

Logo and Tagline

FES will create multiple recommendations for a new or revised logo. We will work with representatives from Twin River Public Schools until a version of a logo is approved. We will also present options for a tagline. Again, this will include up to three rounds of revisions.

Specific Deliverables

- Logo and tagline options, working through revisions to a final logo and tagline

Standards Guide and Design Update

After the logo and tagline are approved, FES will create a standards guide. This guide will provide specific instructions for use of the logo as well as secondary uses of the logo. It will include do’s and don’ts. It will provide the color palette in CMYK and RGB, and it will provide a complete list of low resolution and high resolution files that will be sent along with the Standards Guide as well as instructions for when to use each file. This will include vector files to use with other vendors.

FES will work with representatives from Twin River Public Schools to get files for all of the items currently in use that require an updated design for the new brand. This typically includes items such as: letterhead, business cards, current literature (e.g. newsletters), social media, website, and current signage. FES will update these materials with the new logo and a design to match the community brand. This does not need to include items that do not require full design and just need to have the logo swapped. We can review this in more detail once we reach this point in the process.

Specific Deliverables

- A Standards Guide
- Files for all of the different high resolution and low resolution logo files with instructions on when to use each
- Updated designs for the agreed upon list of items needing to be updated right away
- We will coordinate these designs through approval and forward electronic files

Promotion

FES will work with the representatives from Twin River Public Schools to launch and promote the new community brand.

Launch Event

A launch event is typically recommended to pull in your constituents and celebrate the positive aspects of the district and the communities it serves. The meaning of the brand will essentially be a creative expression of this so it is helpful to create a moment in time to gather people, provide context for the new brand, and get everyone feeling positive. The event can be new or part of a planned event. FES will help to brainstorm on an idea for the event and help with limited coordination.

Website Design

Twin River Public Schools is already a SOCS website client. Because of this, FES will work with the district and with the SOCS team to design a new website that is more in line with the new brand.

Consulting

FES will work with Twin River Public Schools to recommend ideas and strategies to promote the school district and also to help further launch the brand. Part of this consulting is to consider the context and voice of the brand as it pertains to current communications such as newsletters and use of social media. It could also include ideas such as the use of video and new student-centric activities.

Brand Video

We recommend creating a short brand video to be used on your website and on social media. The video would be a mix of images and possibly video that are displayed with the voice over of the brand narrative, or a similar script to be decided on later. A brand video helps to tell your story and promote your organization in a more compelling way to your audiences.

Specific Deliverables

- Meetings to discuss options for the launch event and assistance in crafting a final plan for the launch event
- A new design for the website
- A recommendation for a brand video, scripting, voice over, photo capture, and delivery of a final video
- Consulting time to sit with the Twin River communications team and develop a plan for promotion and using the brand

References

Crete, Nebraska
Tom Ourada, City Administrator
Email: tourada@crete-ne.gov
Phone: 402-826-4312

Beatrice, Nebraska
Tobias Tempelmeyer, City Administrator
Email: ttempelmeyer@beatrice.ne.gov
Phone: 402-228-5211

Weeping Water Public Schools
Ken Heinz, Superintendent
Email: kheinz@weepingwaterps.org
Phone: 402-267-2445

Estimate for Timing

This is the estimated timing for each of the phases and deliverables

Discovery	
Kick-off meeting and discussion of goals and expectations (in person)	
Stakeholder interviews (in person)	1 week
Interviews: Recruiting and conducting the interviews	2 weeks
Presentation of results including time to compile results	1 week
Brand Position	
Presentation of 2 or 3 positions and narratives. This is through final approval and assumes 3 rounds of revisions.	2 weeks
Logo and Tagline	
Will present logo and tagline options and revise through final approval. Assumes up to 3 rounds of revisions.	3 weeks
Brand Standards Guide and Design Update	
After the logo is approved, FES will deliver a brand standards guide that will include variations of the logo, color palette, and digital files of all the logos that will be needed along with instructions. We will also provide design updates for items that need to be redesigned. FES will work with Twin River to define this list.	2 - 4 weeks
Website Design	3 weeks
Design update to the existing website including relaunch and migration of content if a new template is used. This can be done at the same time as the Design Update	
Community Video	TBD
FES will work with Twin River on a video that uses a voice over of the brand narrative and a mix of photos and video. The timing on this is dependent on approval of the approach and the time needed to capture images.	
Launch Event and Marketing Consulting	
It is assumed this also will be started after the Logo and Tagline are approved. Like the website, this timing will overlap with the Standards Guide and Design Updates.	1 - 2 weeks
Total	11 - 14 weeks

Cost Estimate

Discovery	\$3,000
Kick-off meeting and discussion of goals and expectations (in person)	
Stakeholder interviews (in person)	
Interviews: Recruiting and conducting the interviews	
Presentation of results including time to compile results	
Brand Position	\$1,300
Presentation of 2 or 3 positions and narratives. This is through final approval and assumes 3 rounds of revisions.	
Logo and Tagline	\$5,000
Will present logo options and revise through final approval. Assumes up to 3 rounds of revisions. (in person)	
Brand Standards Guide and Design Updates	\$3,000
After the logo is approved, FES will deliver a brand standards guide that will include variations of the logo, color palette, and digital files of all the logos that will be needed along with instructions.	
Website Design through launch	No Cost
Community Video	\$5,000
Will work with Twin River to capture images and video of the community that will be used with the brand narrative to help tell the story of Twin River in a compelling way.	
Consulting for Launch Event and General Promotion	\$1,000
Working with stakeholders to plan for a launch event and marketing strategies. This includes help to coordinate an event and limited promotion and press coverage.	
Total	\$18,300

TO: Superintendents

FROM: Sallie Svatora, Director of Operations

DATE: April 20, 2017

SUBJECT: Election Ballot for Legislation Committee Member #15

Per my email on April 20, 2017, the following nominations have been submitted for NASB Legislation Committee Member #15. A copy of the candidates' nomination background information is enclosed for the following.

- Steve Koch, Board Member from Hershey Public Schools
- John Winkler, Board Member from Louisville Public Schools

Each member board represented by Legislation Committee Member #15 is entitled to one vote. **Your school board's ballot is enclosed. It must be completed and returned to NASB no later than May 26, 2017.**

The person chosen to be Legislation Committee Member #15 will be announced and formally approved at the June 17, 2017, NASB Board Meeting. Legislation Committee members will officially take office July 1. The first Legislation Committee meeting is scheduled for Saturday, July 15 at 10 a.m. at the NASB office.

Please contact me at 800-422-4572 or via email at ssvatora@nasbonline.org, if you have any questions. Thank you!

Enclosures



BALLOT

Legislation Committee Member #15

Please vote for one of the following:

_____ Steve Koch, Board Member, Hershey Public Schools

_____ John Winkler, Board Member, Louisville Public Schools

School Name: _____

Signature of Board President: _____

Please return this ballot by May 26, 2017 to:

Nebraska Association of School Boards
Sallie Svatora, Director of Operations
1311 Stockwell Street, Lincoln, NE 68502
Via fax at 402-858-4603
Via email at ssvatora@nasbonline.org

Other Education-Related Public Service

Commissions, Task Forces, and Committees: Chairman of the Lincoln

County Planning Commission for the last 4 years.

County Planning Commission for the last 4 years.

Personal Information

Occupation: Farmer

Educational Background: _____

Community Activities: _____

Served on several church boards

Awards and Recognitions: _____

Hobbies and Activities: Attends school events, community events
and church functions.

This nomination is submitted by:

District Name: Hershey Public Schools

Name of Board President or Vice President: Steve Koch

Date: 04/12/2017

By checking this box, I assert the board president or vice president has read the completed Nomination Form and verifies its authenticity.

THIS FORM MUST BE RECEIVED AT NASB BY April 14, 2017

**Return to: NASB
Sallie Svatora, Director of Operations
1311 Stockwell St.
Lincoln, NE 68502
Or via e-mail to ssvatora@nasbonline.org**



NASB Legislation Committee
Nomination Form for Member #15

THIS FORM MUST BE RECEIVED AT NASB BY April 14, 2017

Name: John Winkler
Address: P.O. Box 191
City, State, Zip: Cedar Creek, NE 68016
Telephone: 402-616-2457 Home 402-444-6222 Work Cellular
Email Address: john.winkler7@yahoo.com

Local Board Service

Name of local school board: Louisville Board of Education
Years of service on local board: 4 months
Current office held on local school board: Treasurer
Past offices held on local school board: N/A

Association Participation

State Conferences: n/c
National (NSBA) Conventions: n/c
Workshops: n/c
Awards Received: n/c

(CONTINUED)

Other Education-Related Public Service

Commissions, Task Forces, and Committees: Strategic Planning Committee
Louisville Public Schools.

Personal Information

Occupation: General manager Popo Missouri River Natural Resource District

Educational Background: Bachelor's Political Science, Masters in Public Administration, Masters Certification Mediation/Negotiation

Community Activities: Founder & President of Youth Mentoring Program;
Adopt a family program; Lead NRO Community Engagement center efforts

Awards and Recognitions: 2017 Sapp, County, Economic Development Award;
numerous leadership awards; Graduate of U.S. Air Force Air War College

Hobbies and Activities: coaching sports, fishing, reading, boating
& outdoor recreation.

This nomination is submitted by:

District Name: Louisville Public Schools

Name of Board President or Vice President: Cynthia Osterloh

Date: 4-4-17

By checking this box, I assert the board president or vice president has read the completed Nomination Form and verifies its authenticity.

THIS FORM MUST BE RECEIVED AT NASB BY April 14, 2017

Return to: **NASB**
Sallie Svatora, Director of Operations
1311 Stockwell St.
Lincoln, NE 68502
Or via e-mail to ssvatora@nasbonline.org

Rec'd 4-9-2017
1:30 P.M.

March 31, 2017

Twin River Public Schools
Twin River Board of Education and Administrators
816 Willard Ave
Genoa, NE 68640

Dear Dr. Weidner,

It is with a heavy heart that I am turning in my resignation to the district after completion of my 2016-2017 contract. I am grateful for all of the opportunities the district has provided to my family and I over the many years. As I anxiously await to begin my journey in Norfolk, I find the departure tethering as well. I hope to facilitate a smooth transition from my current roles and will gladly assist in any way possible for the future.

Sincerely,



Amy J. Wattier

David
3-16-17

March 16, 2016

Dear Dr. Weidner and Board of Education Members:

I am tendering my resignation from Twin River Public Schools.

While I appreciate the opportunities I have experienced while in this district, I have determined that for personal reasons it is time for me to resign.

My resignation will be effective May 31, 2017. On or before that day I will have all the special education paperwork up to date, as well as the MIPS paperwork and anything related to the ILCD process.

Sincerely,


Christina Laska

INTERLOCAL COOPERATION ACT AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2017, by and between the undersigned School Districts, Educational Service Units or other Educational Institutions, all being bodies politic and corporate.

WITNESSETH:

WHEREAS, the Parties hereto desire to enter into an Agreement pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801 et seq. (Reissue 1997), as now existing or hereinafter amended, and other laws, to establish, maintain, and operate a Psychology/Sociology Program ("Program") for students of Twin River Public Schools, as applicable by, through and as a part of this arrangement; and,

WHEREAS, the members have agreed to cooperatively provide such Program, and desire to reduce the terms and conditions of such Agreement to writing;

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the Parties covenant and agree as follows:

1. **INTERLOCAL AGREEMENT.** The parties hereto agree, under Neb. Rev. Stat. 13-801, et seq. (Reissue 1997), and other Nebraska Laws to create and provide the Program as set forth herein, for use by the Partners or others as agreed. The Program shall be managed and controlled in accordance with the terms of this Agreement. As deemed necessary and appropriate, the governing body of each Member, hereinafter referred to as the "Member Governing Body" shall approve this Agreement by resolution, and provide a copy to each Member.

2. **GOVERNANCE AND PROGRAM ADMINISTRATION.** The Members agree that Jeff Anderson, whose office and business is at 606 4th St., Fullerton, Nebraska, in addition to being a Partner, shall also be the program Administrator ("Administrator") or Managing Agent ("Managing Agent"). The Administrator shall perform such duties as provided in this Agreement or as assigned and agreed to from time to time.

The Administrator shall have the following duties and in the performance thereof, shall seek input and advice from the Members:

1. To develop policy and procedural recommendations for the Program, including, but not limited to capacity, eligibility criteria, structure, and content, etc;
2. To administer, obtain and complete any required governmental approvals or contractual Agreement in order to conduct the Program; and,
3. To establish and make member assessment and billing to fund the program budget, and to perform such other and further administrative or management functions as necessary or appropriate to transact all business of the

Partnership under this Agreement or as agreed to and assigned from time to time.

The undersigned signatory for each Member represents and warrants that each Partner's Governing Body has agreed to and shall make all payments, and pay all costs, fees, bills, assessments, and expenses for services rendered, or as otherwise required by this Agreement to the Administrator.

3. **DURATION.** The term of this Agreement shall commence on the date the Agreement is entered into as shown above, and shall continue for a period of one (1) year through the 2016-17 school year, and shall end by mutual agreement of the Parties on June 1, 2017; provided, however, the term of this Agreement may be extended by further Member agreement. This Agreement shall be effective for all Members who have executed this instrument or a counterpart thereof.

4. **LOCATION & STAFFING OF THE PROGRAM, ETC.** The Program shall be located and staffed as determined by the Administrator. Certificated and other staff employed for the Program shall be compensated according to the negotiated agreement of the Managing District, employing Member or as otherwise determined and agreed. Unless otherwise agreed, the Administrator or Managing District shall set up, administer the Program, provide the staff, and shall adopt a plan for other necessary items, supplies and equipment for the Program.

5. **PROGRAM PAYMENT.** Unless otherwise agreed, Twin River Public Schools shall pay Fullerton Public Schools for the 2017-18 school year as follows: **\$250.00** per student, per semester. First payment of **\$250.00 per student** due on December 1, 2017. Second payment of **\$250.00 per student** due on April 15, 2018. Additional billable fees, due and payable at the conclusion of each academic term shall be limited to substitute teacher fees at \$115 per day/\$57.50 per half-day for a maximum of 10 days throughout the contract period and mileage reimbursement at the rate of 53.5¢ per mile, payable to either Fullerton Public Schools or to the teacher contracted by Fullerton Public Schools for travel to/from Twin River Public Schools for on-site classroom visits or conferences.

6. **EXPANSION OR DECREASE OF MEMBERSHIP.** Participation in the partnership, any expansion of services to other districts shall be at the discretion of and determined by the Administrator. Any expansion or decrease in membership shall be according to a Member approved plan. Any new Partner shall also be bound by all terms and conditions of this Agreement.

7. **AMENDMENT OF AGREEMENT.** Unless otherwise provided herein, the Agreement may only be amended during the term of this agreement by mutual consent of the Partners.

8. **GOVERNING LAW.** The Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

9. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

Fullerton Public School
(Managing District Name)

Twin River Public School
(Member Name)

By: _____
Authorized Official

By: _____
Authorized Official

RESOLUTION

A motion was made by _____ and seconded by _____ that _____ Public School District enter into an interlocal partnership agreement in the form attached hereto with other school districts and educational institutions which program will provide substantial benefits for the instruction of students or other substantial benefits for this institution; and does hereby approve the interlocal agreement which is attached to this motion and resolution, agrees that it will be bound thereby, and directs _____, as an authorized official, to sign, execute and deliver the agreement on behalf of the undersigned school district or educational institution. After discussion, the following Governing Body Members voted for the motion and resolution: _____

_____ ; the following Governing Body Members voted against the same: _____

_____ ; the following Governing Body Members were absent or not voting: _____

_____. This motion and resolution was duly adopted at a meeting of the Governing Body on the _____ day of _____, 2017, which meeting was duly called and held in compliance with the public meeting law and at which a quorum was present.

CERTIFICATION

The undersigned, being an authorized official of the educational agency which adopted the above motion and resolution, hereby certifies that the same is accurate and is a true and accurate copy as contained in the official records and minutes of such educational agency.

(School District or Member Name)

By: _____
Authorized Official



Control Management, Inc.

People you know, a Company you trust

Twin Rivers Public Schools

816 Willard Ave.
Genoa, NE. 68640

Building Automation HVAC

Service Support Program Plan

4/1/2017

Start Date

3/31/2018

End Date

Your First Choice Partner for easy to operate, comfortable and efficient buildings.

Omaha HQ: 8421 N. 29th Street PO Box 12038 Omaha, NE 68112 p.402.571.9454 f.402.571.9466 -

Satellite Offices in Lincoln and Columbus NE



Service Support Program

Service Plan Objectives:

1. Online/Onsite Support for staff
2. Enhance performance of existing investments
3. Maintain up to date technologies
4. Leverage CMI's support relationship
5. Lock Pricing for labor and parts

Price Advantage

Service Labor Rates

	<u>Current</u>	<u>Discount</u>	<u>Extended</u>
Technician Rate	\$100	10%	\$90.00
Overtime	\$150	10%	\$135.00
Program/PM Rate	\$120	10%	\$108.00
Overtime	\$180	10%	\$162.00
Mileage	\$0.75/mile		

Material Multipliers (off of published list prices)

Alerton	0.45
Vykon	0.65
Honeywell	0.65
Siemens	0.45

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Satellite Offices in Lincoln and Columbus NE



CMI Service Plan Features

Account Manager

A dedicated Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.

Your account manager is Nathan Haug.

Dedicated Service Team

Our Service Team knows these systems. All of our service technicians are factory trained on the equipment, and are specialists in maintaining and troubleshooting your system.

Priority Response Time

As a support program customer, you will be given priority for service calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates.

Call availability – CMI Service is available to call 7 days a week 24 hours per day. After business hours an on-call technician is available for assistance.

Database Protection

The stored electronic information (programming, setpoints etc) in your system represents a large part of your investment. **Control Management, Inc.** will back up your entire database on a regular basis to ensure that it is always complete and up-to-date. We will maintain a site copy at your facility as well as keeping a protected copy in our office. This proposal includes:

- ✓ Backup of Web based controller twice per year.

Your First Choice Partner for easy to operate, comfortable and efficient buildings.

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Technology Upgrades

There are periodic releases software and chip updates that provide added features or speed to your system. **Control Management, Inc.** will provide these upgrades as they become available, always keeping your system current. This proposal includes:

- ✓ Not Included.

Preventive Maintenance

Regular visits from our service technician can help head off emergency calls before they happen. Computer performance, network speed, and sensor calibration are just a few of the items that can benefit from regular service attention. This proposal includes:

- ✓ Two (2) on-site Control operations checks (Summer/Winter)

Support and training

Extra hours of support as you need it, whether it is immediate online support from our office, or an on-site visit from a service technician. Prepaying for these hours allows you to budget for emergency calls or special projects, and spread the payments on your terms. This proposal includes:

- ✓ 10 hours included.

Additional Services

Additional services or one-time items are described here:

- 1) Flush and Clean strainers - biannual
- 2) Change butterfly valves and add chemical pot feeder (one time)
 - Change two (2) 6" Butterfly Valves and install handles
 - Add two Hot Taps
 - Add and pipe chemical pot feeder and install legs on feeder
 - install filter kit and leave spare filters
 - start up and check operation

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Support Plan Pricing Summary

Pricing for these features is based on a 1-year program, billed annually at the beginning of the contract year.

Year 1 (April 1, 2017 to March 31, 2018): \$35,548

Control Management, Inc. believes that this proposal includes the best interests of Twin Rivers Public Schools and is based on your input. Please feel free to contact me if you have any changes. If accepted, sign and date below and return to **Control Management, Inc.** with purchase order information. The other copy is for your records.

Sincerely,

Nathan Haug
President



Control Management, Inc.

p.402.571.9454

c.402.943.6792

nathan@cmiomaha.com

ACCEPTED BY:

Signature _____

Printed Name _____

Title _____

Company Name _____

Date _____

Your First Choice Partner for easy to operate, comfortable and efficient buildings.

Omaha HQ: 8421 N. 29th Street PO Box 12038 Omaha, NE 68112 p.402.571.9454 f.402.571.9466 -
Satellite Offices in Lincoln and Columbus NE



TERMS AND CONDITIONS

Parties:

These Terms and Conditions are a legally binding contract ("Contract") between customer ("Customer") and Control Management Inc. ("CMI").

Coverage Period:

The effective period of this Contract begins and ends on the dates specified in the service contract agreement.

Payment Terms:

This contract must be paid in full within 30 days of the start date. If payment is not received within 30 days of the start date, Customer agrees that, CMI shall have the right to cancel this Contract, which shall be void and unenforceable from the start date. In addition, Customer agrees to pay CMI for any services provided under the Contract at CMI's current standard service rate. A current valid purchase order does not guarantee to Customer any rights set forth in this Contract.

Cancellation Terms:

Written notice of cancellation must be received at the address listed below no later than 90 days prior to the start date of the next billing period (e.g. 90 days before the start of the second year of a multi-year agreement). Refunds of any unused service will be determined by CMI. Any service performed by CMI after the notice of cancellation will be billed time and material at CMI's current standard service rates.

Service Contract:

As part of this Contract, CMI will provide ongoing internet, email and phone support, Monday through Friday 7AM – 4PM CST/CDT, to Customer. If a service request cannot be resolved by internet, email or phone support, at CMI's option, a CMI technician or authorized representative will make a scheduled service call to the Customer's facility, during normal business hours Monday through Friday 7AM-4PM. The CMI technician or authorized representative will use all commercially reasonable efforts to repair Customer's system. A service call does not guarantee that a non-operational system will become operational. CMI does not guarantee that any system component or parts are repairable or are available.

Preventative Maintenance:

With Critical and Enhanced service contracts CMI offers scheduled preventative maintenance ("PM") visits. During a PM visit a CMI service technician or authorized representative will check routine functions of the control system(s) described in the service contract agreement and review system performance. During a PM visit, the CMI service technician will not repair or fix any reported or un-reported problems. Equipment to be covered in the preventative maintenance agreement will be listed in a schedule attached to the Contract.

Legacy Software:

CMI does not own, use or possess non-CMI software. Solely as permitted by applicable law, CMI will provide service for software related issues if Customer provides CMI evidence that Customer owns and maintains all necessary licenses and that such licenses are valid and in force. CMI cannot and will not upgrade or make enhancements to legacy system software. If Customer provides CMI evidence that Customer owns and maintains all necessary licenses and that such licenses are valid and in force, CMI will use all commercially reasonable efforts to maintain the system's functionality. If Customer cannot provide evidence to CMI that necessary licenses are valid or in full force, please contact CMI for instructions.

Pre-Existing Defect:

If CMI finds that the Customer's system has a pre-existing defect prior to this Contract's start date, CMI reserves the right to terminate this Contract and shall have no obligation or liability to Customer for termination.

Special Exclusions:

This Contract does not cover damage due to external causes, including but not limited to: accident, abuse, misuse, natural causes, natural disasters, war, civil disturbances, acts of God, problems with electrical power, usage not in accordance with written product instructions, failure to perform required preventative maintenance, problems caused by use of software not provided by CMI, or parts and components not supplied by CMI. This Contract does not cover consumable items, such as but not limited to: software, bulbs, filters, lamps or any non-CMI added components.

Non-operational Components:

If at any time CMI determines a component is non-operational, CMI is not responsible for prior, pending or future loss of business or data; related actions; or downtime.

Disclaimer of Warranties:

TO THE FULLEST EXTENT PERMITTED BY LAW, CMI DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SYSTEM AND CMI'S SERVICES AND ALL EQUIPMENT, INFORMATION, AND PRODUCTS PROVIDED BY CMI.

Liability Disclaimer:

To the maximum extent permitted by applicable law, in no event will CMI or its affiliates be liable to Customer (or any third party making claims through customer) for any damages whatsoever, including but not limited to any indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute goods or services, arising out of or related to the use, inability to use, unauthorized use, performance or non-performance of the system or the services, even if CMI has been advised previously of the possibility of such damages and whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise.

Indemnification

The Customer agrees to defend, hold harmless and indemnify CMI for any and all claims, causes of action, damages, demands, fine, liabilities, and penalties arising out of the Customer's breach of any warranty made by the Customer pursuant to this Agreement. The Customer further agrees to defend, hold harmless and indemnify CMI for any and all claims, causes of action, damages, demands, fine, liabilities, and penalties arising out of the Customer's negligent or reckless acts or omissions arising out of this Agreement.

Additional Terms

- a) CMI reserves the right to cancel any and / or all serviced ordered and refund the customer's payment in whole or in part if a condition exists that impairs the rendering of services. This includes but is not limited to repairs which exceed the systems worth, wiring, overcoming physical or technical barriers, or any other requirements of a customer that is abnormal or outside the scope of work covered by this agreement as reasonably determined by a representative of CMI and / or any third party service providers.
- b) If CMI's ability to render service is impaired by you and / or circumstances outside of the control of CMI and / or any third party service providers, CMI may choose not to render service.
- c) In the event that the system(s) is(are) changed/ moved in any way without CMI's prior knowledge and consent, we reserve the right to terminate this agreement and refund the Customer's payment in whole or in part.
- d) CMI shall be free to start and stop all primary equipment and devices which are to be serviced.
- e) You may cancel your scheduled service call provided you give CMI at least four hours notice prior to the scheduled performance of service. Failure to do so could result in the assessment of a service charge, repeated failure could result in cancellation of service and a breach of this contract.