

Board of Education Regular Meeting  
Monday, November 10, 2014 8:00 PM

Board of Education Regular Meeting  
P.O. Box 187  
Utica, NE 68456-0187

## **Agenda**

1. MEETING CALL TO ORDER
  1. Reading of Public Meeting Notice
    1. Open Meetings Act
  2. Roll Call
  3. Consent Agenda
    1. Additions/Deletions and Agenda Approval
    2. Consider Minutes of Previous Meeting(s) and Their Approval
    3. Consider Current Bills and Their Approval
    4. Consider Activity Accounts and Treasurer's Report
  4. Introduction of Guests; Invite Comments
2. OLD BUSINESS
3. NEW BUSINESS
  1. TRANSPORTATION REPORT
  2. CONSIDER ACCEPTANCE OF THE 2013-14 AUDIT REPORT
  3. NASB DELEGATE ASSEMBLY/LRN INPUT
  4. FINALIZE NASB/NASA STATE CONFERENCE ATTENDANCE PLANS
  5. CONSIDER NEGOTIATIONS SOFTWARE
  6. DISCUSSION OF THE CONSTRUCTION PROCESS
  7. BOARD OF EDUCATION SELF-EVALUATION
  8. BOARD MEMBER REPORTS
  9. ADMINISTRATOR'S REPORTS
4. ADJOURN

# CENTENNIAL PUBLIC SCHOOL

1301 Centennial Avenue  
P.O. Box 187  
Utica, NE 68456-0187  
402-534-2321  
FAX 402-534-2291

Tim DeWaard  
Superintendent  
402-534-2291

Colin Borgen  
Secondary Principal

Dean Davis  
Activities Director

Megan Hammer  
Elementary Principal

Bob Fish  
Counselor

John McClarnen  
Special Services

## CENTENNIAL BOARD OF EDUCATION REGULAR MEETING October 13, 2014

Notice of meeting was published in York News Times on September 20, 2014.

Meeting was called to order at 8:00 p.m. with all board members present. Administrators present were Mr. DeWaard, Mrs. Hammer, Mr. Borgen and Mr. McClarnen. Jason Richters was a guest.

In lieu of dissent, the consent agenda was accepted as presented.

Mr. DeWaard reviewed the enrollment numbers.

Motion made by Heine, seconded by Avery, to recognize the CEA as the bargaining agent for the teachers for the 2016-17 school year. Members polled: Avery, for; Cast, for; Hahn, for; Heine, for; Paxson, for; Tonniges, for. Motion carried 6-0.

Mr. DeWaard encouraged the board members to consider attending the National School Board Association Annual Conference in Nashville on March 21 to 23.

Motion made by Heine, seconded by Tonniges, to approve allowing Mrs. Borgen, Mrs. Peltz, Mrs. Buss, Mrs. Fowler, and Mrs. Rafert to attend out of state conferences. Mr. DeWaard was strongly encouraged to attend AASA. Member polled: Avery, for; Cast, for; Hahn, for; Heine, for; Paxson, for; Tonniges, for. Motion carried 6-0.

Motion made by Tonniges, seconded by Avery, to approve allowing Mr. Borgen to attend the NASSP Convention in San Diego in February. Members polled: Avery, for; Cast, for; Hahn, for; Heine, for; Paxson, for; Tonniges, for. Motion carried 6-0.

Motion made by Avery, seconded by Tonniges, to approve allowing Mrs. Hammer to attend National ASCD Conference in Houston in March. Members polled: Avery, for; Cast, for; Hahn, for; Heine, for; Paxson, for; Tonniges, for. Motion carried 6-0.

Mr. DeWaard announced a meeting has been set up for November 6<sup>th</sup> with Kristine from BVH. She will meet with the committee members from the community to answer questions about what is expected.

Heard board member's reports.

Heard Administrator's reports.

Meeting adjourned at 9:19 p.m.

MH:mr

Mike Hahn, Secretary  
Centennial Board of Education

## Board Report for Newspaper

NOVEMBER 2014

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
ALL STAR AUTO GLASS OF COLUMBUS	REPAIRS	49.95
AUTO VALUE PARTS STORES	PARTS/SUPPLIES	1,075.27
BREITKREUTZ, JESSICA	REIMBURSEMENT	291.19
BUSS, JANICE	REIMBURSEMENT	555.00
CENTENNIAL ACTIVITY FUND	DISTRICT REIMBURSEMENT	10,296.03
CENTENNIAL ELEMENTARY	REIMBURSEMENT	505.00
CENTRAL NEBRASKA REHABILITATION SERVICES	PHYSICAL THERAPY	8,259.65
CENTRAL VALLEY AG	FUEL	7,593.34
COMFORT INN	TRAVEL	94.95
CORNHUSKER CLEANING SYSTEMS, INC	TIRES/PARTS	57.60
CORNHUSKER INT. TRUCKS INC	EQUIP/MAIN	311.23
CULLIGAN OF CRETE	SUPPLIES	103.50
DAVID CITY PUBLIC SCHOOLS	PSYCH SERVICES	4,219.57
DELL MARKETING L.P.	COMPUTER HARDWARE	4,865.00
DELL SOFTWARE INC	SOFTWARE RENEWAL	352.00
DEY, JOSEPH	REIMBURSEMENT	85.00
DICKEY, SUSAN	REIMBURSEMENT	42.50
DIETZE MUSIC HOUSE	SHEET MUSIC/EQUIP	95.95
DWIGHT HAUPT'S PIANO SERVICE	PIANO TUNING	95.25
EDUCATIONAL SERVICE UNIT #5	SERVICES	15.00
EDUCATIONAL SERVICE UNIT 9	STAFF DEV	65.00
EGAN SUPPLY CO	SUPPLIES	1,470.78
ELECTRICAL ENGINEERING & EQUIPMENT	SUPPLIES	292.92
ESU #6	CONTRACTED SERVICES/SUPPLIES	150.00
EXEMPLAR, INC	CONTRACTED SERVICES	4,400.00
FLAGHOUSE	SUPPLIES	335.18
FOWLER, JARRETT	REIMBURSEMENT	555.00
FREMONT INDUSTRIES, INC	SUPPLIES	1,837.50
GALLUP	SUPPLIES	271.25
GOVCONNECTION, INC	COMPUTER EQUIPMENT	101.41
HAMMETT, SHERI	CONTRACTED SERVICES	945.44
HENRY, SHANNON	CONTRACTED SERVICES	7,782.25
HERPOLSHEIMERS, INC	PARTS	510.88
HIRERIGHT SOLUTIONS INC	PHYSICAL/TESTING	196.00
J.W. PEPPER & SON, INC	SHEET MUSIC	504.96
JOHN KOHL AUTO CENTER	MAINTENANCE	61.70
JOSTENS	SUPPLIES	404.64
KENWORTH OF LINCOLN	EQUIPMENT	78.56
KONICA MINOLTA	SERVICES	706.71
MATHESON TRI-GAS INC	SUPPLIES	172.69
MCGRAW-HILL SCHOOL EDUCATION	TEXTBOOKS	313.96
NAEIR	FREIGHT	70.96
NANTKES, JENNIFER	CONTRACTED SERVICES	1,058.99
NCECBVI	PSYCH SERVICES	450.00
NE COUNCIL OF SCHOOL ADMIN	FEES	250.00

Board Report for Newspaper

NOVEMBER 2014

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
NEBRASKA SCHOOLMASTERS CLUB	REGISTRATION	30.00
PAC N SAVE	FOOD/SUPPLIES	60.57
PAYFLEX	FEES	143.55
PELTZ, BRITTNI	REIMBURSEMENT	578.54
PIEPER PLUMBING & WELL DRILLIN	PLUMBING	132.40
POTTER REPAIR	REPAIRS	423.36
PRESTO-X CO	EXT FEE	100.08
QUILL CORPORATION	SUPPLIES/EQUIP	55.96
REDFIELD, CINDY	REIMBURSEMENT	20.00
SCHOLASTIC BOOK CLUB	BOOKS	88.83
SEWARD COUNTY PPD	ELECTRICITY	9,215.77
SLADKY, ASHLEE	REIMBURSEMENT	689.11
SOURCEGAS	FUEL	1,530.21
STUHR MUSEUM EDUCATION DEPT	FEES	304.50
SUPREME SCHOOL SUPPLY	SUPPLIES	51.65
TRUCK CENTER COMPANIES	PARTS	2,480.13
UNITE PRIVATE NETWORKS, LLC	LEASE	467.92
UTICA PARTS & SERVICE	REPAIRS	22.64
VERIZON WIRELESS	CELL PHONE	372.56
VILLAGE OF UTICA	WATER/SEWER	1,255.96
VOLZKE CORP	SUPPLIES	211.04
WALMART COMMUNITY/RFCSLLC	SUPPLIES	47.77
WASTE CONNECTIONS OF NE	TRASH REMOVAL	2,864.95
WINDSTREAM	TELEPHONE	278.18
YAMBER, DANA	REIMBURSEMENT	12.44
YORK NEWS TIMES	ADV/PRINTING	92.78
	<b>Fund Total:</b>	<b>83,480.66</b>
	<b>Checking Account Total:</b>	<b>83,480.66</b>

BUILDING FUND

BVH Architects \$8,316.02

**CENTENNIAL ELEMENTARY ACTIVITY ACCOUNT**

Oct-14

ACCOUNT	Sep-14 BALANCE	RECEIPTS	DISBURSEMENTS	Oct-14 BALANCE
BOOKS	\$194.60	\$706.00	\$706.00	\$194.60
BOXTOPS	\$2,703.03		\$40.00	\$2,663.03
PICTURES	\$1,461.67			\$1,461.67
GENERAL	\$3,786.51	\$289.06	\$1,110.45	\$2,965.12
BACKPACK	\$15,758.94			\$15,758.94
READING CLASSIC				
<b>TOTAL</b>	<b>\$23,904.75</b>	<b>\$995.06</b>	<b>\$1,856.45</b>	<b>\$23,043.36</b>

Elementary Activity Bank Balance:	\$23,587.36
Outstanding Checks:	\$544.00
Balance:	\$23,043.36

Elementary Activity Savings Account	\$2,949.83
Interest on Activity Savings Account	\$1.49
Other	
<b>Total in Savings:</b>	<b>\$2,951.32</b>

October 31, 2014

	Oct. 1 Balance	Received	Expenditures	Nov. 1 Balance
ART	\$4.09			\$4.09
ATHLETICS	-\$12,143.28	\$23,056.10	\$6,706.33	\$4,206.49
BAND TRIP	\$748.25			\$748.25
BOOSTER CLUB	\$17,709.50		\$17,709.50	\$0.00
BOYS BASKETBALL	\$1,219.16	\$950.00	\$224.08	\$1,945.08
BRONCO STORE	\$1,925.13	\$712.74		\$2,637.87
C CLUB	\$419.02			\$419.02
CLASS '14	\$1,115.46			\$1,115.46
CLASS '15	\$1,389.40			\$1,389.40
CLASS '17	\$1,505.09	\$5,767.81	\$1,077.81	\$6,195.09
CLASS '16	\$2,606.33			\$2,606.33
CLASS '18	\$0.00			\$0.00
CONCESSIONS	\$26,310.22	\$4,796.88	\$6,847.00	\$24,260.10
CONC. MAN.	\$555.47	\$331.27		\$886.74
CROSS COUNTRY	\$471.80		\$352.45	\$119.35
DANCE TEAM	\$1,776.24			\$1,776.24
DIST. EVENTS	\$6,884.00		\$548.80	\$6,335.20
DRAMA	\$7,696.27		\$1,610.00	\$6,086.27
FBLA	\$326.08	\$751.38	\$466.70	\$610.76
FCA	-\$39.95			-\$39.95
FCCLA	\$1,585.18	\$363.00	\$263.13	\$1,685.05
FOOTBALL	\$4,445.91	\$100.00	\$3,914.86	\$631.05
FFA	\$11,650.58	\$1,004.00	\$2,787.78	\$9,866.80
GENERAL	\$9,719.73	\$67,989.19	\$76,083.46	\$1,625.46
GIRLS BASKETBALL	-\$30.33			-\$30.33
GOLF	-\$37.86			-\$37.86
INSTR.	-\$1,336.84	\$753.13	\$989.85	-\$1,573.56
JH GIRLS B-BALL	\$2,076.00			\$2,076.00
JH YEARBOOK	\$1,034.73		\$1,087.50	-\$52.77
LIBRARY	\$181.47		\$750.00	-\$568.53
MAT GIRL	\$960.74			\$960.74
NAT. HONOR	\$40.10			\$40.10
ONE ACT	-\$25.54			-\$25.54
SCIENCE	\$390.81			\$390.81
SHOP/TECH	\$1,690.68	\$20.00		\$1,710.68
SHOW CHOIR	-\$148.14	\$50.54	\$3,691.30	-\$3,788.90
SOFTBALL	\$1,840.61		\$137.95	\$1,702.66
SPANISH CLUB	\$276.22	\$2,773.88		\$3,050.10
SPEECH	-\$382.14			-\$382.14
ST. COUN.	\$879.69	\$969.10	\$1,022.56	\$826.23
STUDENT FEES	\$0.00			\$0.00
TRACK	\$28.96			\$28.96
VOCAL	-\$2,169.33	\$135.69		-\$2,033.64
VOLLEYBALL	\$414.87	\$457.96	\$90.53	\$782.30
WRESTLING	\$1,513.24			\$1,513.24
WT. ROOM	\$92.66			\$92.66
YEARBOOK	-\$17,889.54	\$446.00	\$35.00	-\$17,478.54
<b>TOTAL</b>	<b>\$77,280.74</b>			<b>\$62,312.82</b>
CENTENNIAL BANK BALANCE				\$75,250.28
OUTSTANDING CHECKS				\$12,937.46
OUTSTANDING DEPOSITS				
<b>TOTAL</b>				<b>\$62,312.82</b>

Year To Date

	Sept. 1, 2013 Balance	Received	Expenditures	YTD Balance
ART	\$4.09	\$0.00	\$0.00	\$4.09
ATHLETICS	-\$30,602.80	\$50,769.35	\$15,960.06	\$4,206.49
BAND TRIP	\$748.25	\$0.00	\$0.00	\$748.25
BOOSTER CLUB	\$0.00	\$17,709.50	\$17,709.50	\$0.00
BOYS BASKETBALL	\$1,063.05	\$1,106.11	\$224.08	\$1,945.08
BRONCO STORE	\$2,025.88	\$1,277.87	\$665.88	\$2,637.87
C CLUB	\$419.02	\$0.00	\$0.00	\$419.02
CLASS '14	\$1,115.46	\$0.00	\$0.00	\$1,115.46
CLASS '15	\$1,389.40	\$0.00	\$0.00	\$1,389.40
CLASS '17	\$1,505.09	\$5,767.81	\$1,077.81	\$6,195.09
CLASS '16	\$2,606.33	\$0.00	\$0.00	\$2,606.33
CLASS '18	\$0.00	\$0.00	\$0.00	\$0.00
CONCESSIONS	\$26,161.34	\$13,244.28	\$15,145.52	\$24,260.10
CONC. MAN,	\$0.00	\$886.74	\$0.00	\$886.74
CROSS COUNTRY	\$118.80	\$353.00	\$352.45	\$119.35
DANCE TEAM	\$1,776.24	\$0.00	\$0.00	\$1,776.24
DIST. EVENTS	\$6,956.00	\$0.00	\$620.80	\$6,335.20
DRAMA	\$7,696.27	\$0.00	\$1,610.00	\$6,086.27
FBLA	\$467.38	\$919.25	\$775.87	\$610.76
FCA	-\$39.95	\$0.00	\$0.00	-\$39.95
FCCLA	\$1,479.29	\$588.41	\$382.65	\$1,685.05
FOOTBALL	\$6,937.83	\$520.00	\$6,826.78	\$631.05
FFA	\$10,809.34	\$3,669.50	\$4,612.04	\$9,866.80
GENERAL	\$8,635.38	\$132,982.68	\$139,992.60	\$1,625.46
GIRLS BASKETBALL	-\$40.33	\$10.00	\$0.00	-\$30.33
GOLF	-\$37.86	\$0.00	\$0.00	-\$37.86
INSTR.	-\$865.64	\$813.13	\$1,521.05	-\$1,573.56
JH GIRLS B-BALL	\$2,076.00	\$0.00	\$0.00	\$2,076.00
JH YEARBOOK	\$434.73	\$600.00	\$1,087.50	-\$52.77
LIBRARY	\$181.47	\$0.00	\$750.00	-\$568.53
MAT GIRL	\$579.73	\$381.01	\$0.00	\$960.74
NAT. HONOR	\$40.10	\$0.00	\$0.00	\$40.10
ONE ACT	-\$25.54	\$0.00	\$0.00	-\$25.54
SCIENCE	\$390.81	\$0.00	\$0.00	\$390.81
SHOP/TECH	\$2,066.68	\$20.00	\$376.00	\$1,710.68
SHOW CHOIR	-\$364.86	\$620.12	\$4,044.16	-\$3,788.90
SOFTBALL	\$2,190.61	\$91.00	\$578.95	\$1,702.66
SPANISH CLUB	\$91.42	\$2,958.68	\$0.00	\$3,050.10
SPEECH	-\$382.14	\$0.00	\$0.00	-\$382.14
ST. COUN.	\$308.10	\$2,223.55	\$1,705.42	\$826.23
STUDENT FEES	\$0.00	\$0.00	\$0.00	\$0.00
TRACK	\$28.96	\$0.00	\$0.00	\$28.96
VOCAL	-\$2,262.64	\$364.69	\$135.69	-\$2,033.64
VOLLEYBALL	\$338.87	\$557.96	\$114.53	\$782.30
WRESTLING	\$1,513.24	\$0.00	\$0.00	\$1,513.24
WT. ROOM	\$92.66	\$0.00	\$0.00	\$92.66
YEARBOOK	-\$18,606.54	\$1,507.00	\$379.00	-\$17,478.54
	\$39,019.52	\$239,941.64	\$216,648.34	\$62,312.82
			Total	\$62,312.82



November 2014  
October 2014 Bank Statement

CENTENNIAL PUBLIC SCHOOL INVESTMENTS

FUND	BANK	TYPE OF INVESTMENT	INT. RATE AMOUNT	INT. REC
Lunch Fund	First Bank of Utica	Checking 180000	Total <u>\$7,479.95</u>	
Depreciation Fund	Farmers & Merchants	MMA 436 949	Total <u>\$219,630.36</u>	\$27.98
Unemployment Ins.	Cornerstone Bank Cornerstone Bank	Certificate 66245 MMA 81190	Total <u>\$65,378.24</u>	\$0.90
2013 Bond	Cornerstone Bank	Construction Fund	Total <u>\$2,315,622.53</u>	
Building Fund	First Bank of Utica	Checking 18 064 6 Qualified Cap Bond 180554	Total <u>\$662,373.55</u>	\$325.51
General Fund	Farmers & Merchants Farmers & Merchants First Bank of Utica First Bank of Utica Cornerstone Bank Cornerstone Bank Cornerstone Bank York State, Gresham York State, Gresham York State, Gresham First Bank of Utica	MMA 436 436 CD 71455 24mo 19 mo 2-2016 MMA 18 065 3 General Acct CD16282 MMA 300079871 CD 16634 24mo 02/17/2015 CD 71241 16 mo 4/15/15 MMA 1027291 CD 5204 CD 5215 PayFlex Acct	Total <u>\$676,445.53</u>	\$11.79 \$121,804.87 \$120,557.07 \$103,460.74 \$121,735.59 \$56,180.99 \$130,019.94 \$130,100.05 \$55,478.56 \$189,289.25 \$128,547.56 \$17,901.52
	First Bank of Utica	Checking 180505	Total <u>\$1,062,011.58</u>	\$210.80
		Total Invested All Accounts Combined	<u>\$3,298,582.49</u>	

Total amount invested at Farmers & Merchants ..... \$554,552.99  
 Total amount invested at First Bank of Utica ..... \$1,989,034.91  
 Total amount invested at Cornerstone Bank, Waco ..... \$381,679.22  
 Total amount invested at York State, Gresham ..... \$373,315.37  
 Total Invested \$3,298,582.49

## North Star Negotiations SaaS BETA Agreement

This North Star Negotiations Software as a Service (SaaS) BETA Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2014 (the “Effective Date”), by and between the Nebraska Education Technology Services, a Nebraska for-profit corporation (“NETS”) and the Centennial Public Schools (“Client”), a Nebraska Political Subdivision.

NETS is the owner of certain hosted services known as North Star Negotiations which is a web-based online data collection system, consisting of two separately purchased modules which are used to compare negotiated agreements, provide prevalence reports and perform placement calculations (“Hosted Services”). Module One enables the Client to compare settlement information, view prevalence reports and negotiated agreements. Module Two allows the Client to perform placement calculations.

Client desires to use NETS hosted services for Client’s internal business purposes pursuant to the terms and conditions set forth herein.

NETS is willing to provide access to NETS hosted services for Client’s internal business use pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement, the parties agree as follows:

1. **Grant of Web-based Hosted Services.** Subject to the terms and conditions of the Agreement, NETS hereby grants to Client and Client accepts from NETS a non-exclusive, non-transferable right to use Hosted Services, for the number of total Modules which have been paid or will be paid as identified in Exhibit A. The Hosted Services purchased may only be used by an Authorized User, via the Internet solely for Client’s internal business use. Authorized User is defined as the employees of the Client who have registered and paid for the right to use the Hosted Services. The Hosted Services will be hosted by NETS and accessed used by Client through the use of the Internet.
2. **Intellectual Property Rights.** Client acknowledges that all right, title, and interest in and to the Hosted Services, together with its codes, sequences, derivative works, organization, structure, interfaces, any documentation, data, or other related materials (collectively, the “NETS IP”) is, and at all times shall remain, the sole and exclusive property of NETS. NETS IP contains trade secrets and proprietary information owned by NETS and is protected by United States copyright laws (and other laws relating to intellectual property). Except the right to use the Hosted Services, as expressly provided herein, this Agreement does not grant to Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licenses with respect to the Services or the Software.

Client shall not license, sublicense, sell, resell, assign, distribute or otherwise commercially exploit or make available to any third party the Hosted Services in any way. Client shall not attempt, or directly or indirectly allow, any Authorized User or other third party to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Hosted Services in any form or media or by any means.

The provisions of this paragraph 2 shall survive termination of this Agreement.

3. Subscription Fee. NETS BETA subscription fees for the Hosted Services are shown in attached Exhibit A. Payment is due within thirty (30) days of the Effective Date of this Agreement. All fees are exclusive of any applicable taxes. Client shall be responsible for payment of such taxes of any kind. All fees are based on student enrollment size and may be increased annually based on changes in enrollment.
4. Term. This Agreement shall commence on the Effective Date. The Initial BETA Term of this Agreement shall automatically terminate on March 31, 2015. On or before the end of the Initial BETA Term, the Client will have the option of executing a new SaaS Agreement for continued use of Hosted Services. NETS may increase the base subscription fee of the new SaaS Agreement and thereafter annually. Each subsequent term of the new SaaS Agreement will begin on April 1<sup>st</sup> of each year and continue for a term of twelve (12) months. Upon termination of this Agreement all rights and subscriptions granted to Client shall immediately terminate and the Client shall cease using the Hosted Services.
5. Termination. NETS may terminate this Agreement if Client is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice from NETS.
6. Maintenance and Support. NETS shall maintain the Software and provide all patches and fixes to the Software at no additional cost.
7. Limited Warranty. NETS warrants that it has the power and authority to grant the subscription for the Services granted to Client hereunder. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND PROVIDER DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Remedy and Liability. Client represents that it accepts sole and complete responsibility for: (a) the selection of the Services to achieve Client's intended results; (b) use of the Services; (c) the results obtained from Services; and (d) the terms of any contracts between Client and Authorized Users. Client shall not assert any claims against NETS based upon theories of negligence, gross negligence, strict liability, fraud, or misrepresentation, and Client shall defend NETS from any demand or claim, and indemnify and hold NETS harmless from any and all losses, costs, expenses, or damages, including reasonable attorneys' fees, directly or indirectly resulting from Client's use of the Services, an Authorized User's use of the Services, and/or any agreement between the Client and an Authorize User based on or in any way related to the Services. In any event, under no circumstances shall NETS be liable for any loss, costs, expenses, or damages to Client in an amount exceeding the subscription fees actually paid to NETS by Client for the previous twelve (12) months.

THE HOSTED SERVICES AND ALL CONTENT IS PROVIDED TO CLIENT STRICLY ON AN 'AS IS' BASIS. NETS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE QUALITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE HOSTED SERVICES OR ANY CONTENT INCLUDING USE OF THE HOSTED SERVICES OR CONTENT IN ANY COMMISSION OF INDUSTRIAL RELATIONS DISPUTE, CASE OR HEARING. NETS DOES NOT REPRESENT OR WARRANT THAT THE CLIENT'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THE NETS SERIVCES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NETS BE LIABLE FOR ANY

SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED UPON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Nebraska. Any action under or concerning this Agreement shall be brought exclusively in the District Court of Lancaster County, Nebraska. Both parties hereby consent to such personal and exclusive jurisdiction.
9. Severability. In the event any provision of this Agreement is determined to be illegal, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect.
10. No Partnership or Agency. No agency, partnership, joint venture or employment relationship is created by this Agreement and neither party shall have the authority to act in the name or on behalf of or otherwise bind the other in any way.
11. Force Majeure. Provider will not be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the Provider's reasonable control, including but not limited to fire, flood, storm, act of God, war, malicious damage, failure of a utility service or transport or telecommunications network.
12. Entire Agreement. This Agreement sets forth the entire understandings between the parties with respect to the Services, and merges and supersedes all prior or contemporaneous understandings or agreements whether written or oral. No amendment or modification of this Agreement will be binding unless reduced to a writing signed by duly authorized representatives of the parties and such writing makes specific reference to this Agreement and its intention as an amendment hereto.

The above provisions are agreed to effective as of the Effective Date written above

Centennial Public Schools

Nebraska Education Technology Services

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Craig Caples

Title: \_\_\_\_\_

Title: Chief Information Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**NORTH STAR NEGOTIATIONS SAAS MODULE BETA PRICING**

<b>STUDENT ENROLLMENT SIZE</b>	<b>MODULE</b>	<b>BETA SUBSCRIPTION FEE</b>
	Module One Reports	
	Module Two North Star Negotiations	
423	Both Modules Combines	\$1,200

A one-time distance learning training is included in the above BETA Subscription Fee.

**Secondary Principal's Report  
November 10, 2014**

1. **Stu-Co Blood Drive a Success:** On October 23rd the Centennial Stu-Co held their fall blood drive. Centennial High School earns \$10 in scholarship money for each unit of blood collected.

**\*\*\*We will have the mobile blood unit at Centennial on Wednesday, January 7<sup>th</sup>.**

2. **The annual student council Veteran's Day Program will be held tomorrow at 10AM...**
3. **1<sup>st</sup> Quarter Ended on 10/17...**
4. **October Inservice on 10/20 went well...**
5. **We hosted Rachel's Challenge on 10/28...**
6. **We held a NeSA Awards Assembly on 10/29...**
7. **Our 7<sup>th</sup> & 8<sup>th</sup> grade students went to the 3<sup>rd</sup> annual Life Skills/Sportsmanship Pep Rally put on by the Nebraska High School Sports Hall of Fame and the UNL Athletic Dept. last Friday at the Devaney Sports Center...**

## SUPERINTENDENT'S REPORT

November 10, 2014

1. ALICAP will have their Annual Membership Meeting on Wednesday, November 19<sup>th</sup> at 4:00 p.m. in the Windsor IX Conference Room at the La Vista Convention Center.
2. The NRCSA General Membership Meeting will be held on Wednesday, November 19<sup>th</sup> beginning at 3:15 p.m. in one of the meeting rooms of the convention center.
3. New Board Member Workshops will be held on December 3<sup>rd</sup> in La Vista and December 11<sup>th</sup> in Grand Island. I visited with Jason Richters and he is planning to attend one of the workshops. I would also like to have a current board member go along to help with the orientation.
4. Thanksgiving break is coming up fast. We will dismiss at 1:30 p.m. on Wednesday, November 26<sup>th</sup>.

Elementary Principal Report  
November 10, 2014

**1. Instructional Coach -- 2-days Classroom Coaching**

- October 15 & 16

**2. Professional Development**

**3. Red Ribbon Week**

- October 27 - 31

**4. Student Council: Student Leadership Conference**

- October 28 -- UNL

**5. Author Visit**

- November 3