

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
EDUCATION, SCHOOL DISTRICT #22, CASS COUNTY,
WEEPING WATER, NEBRASKA
February 20, 2023

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

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

Respectfully submitted,

Board Secretary

1. AGENDA

Present: Jason Brack, Adam DeMike, Betty Harms, Neil Huskey, Doug Meyer, Mark Rathe,
Absent: Haley Dehne.

1.a. Call the meeting to order

1.b. Roll Call

Also present were Superintendent Kevin Reiman, Director of School Improvement and Special Education Amy Kroll, Middle School Principal Mary Mozena, Elementary Principal Bristol Wenzl, and Asst. Principal/AD Michelle Heath.

1.c. Acknowledgement of Nebraska Open Meetings Act posted

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

1.d. Excuse absent board members

1.e. Approval of consent agenda

Mark Rathe moved to approve the consent agenda, which includes the minutes of the last regular meeting, financial report and payment of general funds bills- Doug Meyer seconded the motion. Motion Passed

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

Yea: 6, Nay: 0, Absent: 1

1.e.a. Approval of previous meetings minutes

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

1.e.c. Financial Reports

1.e.d. Payment of Bills

1.e.e. Next regular meeting date - March 20, 2023

2. Communications

3. Visitors/Open Forum and staff and program presentations

4. Action Items

4.a. Discuss, consider, and take all necessary action to give approval on the proposed proclamations.

Present: Haley Dehne. Neil Huskey moved to to proclaim March as Music in our Schools

Month in WWPS. Haley Dehne seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 7, Nay: 0

4.b. Discuss, consider, and take all necessary action to appoint BOE members to the American Civics Committee

Doug Meyer moved to appoint Mark Rathe, Betty Harms, Neil Huskey to the American Civics Committee. Haley Dehne seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 7, Nay: 0

4.c. Discuss, consider, and take all necessary action to renew the school's membership in the Nebraska School Boards Association

Haley Dehne moved to renew the school's membership in the Nebraska School Boards Association at a cost of \$3563. Betty Harms seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 7, Nay: 0

4.d. Discuss, consider, and take all necessary action to approve the 2023/2024 School Calendar

Haley Dehne moved to approve the 2023-24 School Calendar. Neil Huskey seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 7, Nay: 0

4.e. Discuss, consider, and take all necessary action to give approval to rate bid for internet switches

Haley Dehne moved to to accept the e-rate internet switch bid from Prime Communications at a cost of \$49,246.22. Neil Huskey seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 7, Nay: 0

4.f. Discuss, consider, and take all necessary action to give approval for HVAC Maintenance Agreement with MMC

Mark Rathe moved to approve HVAC Maintenance Agreement with MMC at a cost of

\$19,760.00. Betty Harms seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 7, Nay: 0

4.g. Discuss, consider, and take all necessary action to approve the 2023/2024 Master Agreement

Doug Meyer moved to approve the 2023-24 Master Agreement. Neil Huskey seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 7, Nay: 0

4.h. Discuss, consider, and take all necessary action to accept the resignation of Bristol Wenzl effective the end of the 22-23 contract year.

Mark Rathe moved to accept the resignation of Bristol Wenzl effective the end of the 22-23 contract year. Neil Huskey seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 7, Nay: 0

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

Neil Huskey moved to give approval to review policies: 3052-Leasing Personal Property, 3053-Nondiscrimination, 3054-Law Enforcement Unit, 3057-Title IX and, 4002-Drug Free Workplace. Betty Harms seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 7, Nay: 0

4.j. Discuss, consider, and take all necessary action to give approval to policies to be revised
Haley Dehne moved to to give approval to revise Policy 2008-Meetings/Legal Newspaper.

Betty Harms seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea

Yea: 7, Nay: 0

5. Reports

5.a. Administration Reports

Activities Director / Asst. Principal

Assistant Principal

- Student Ambassadors
- Attendance updates
- Vaping

Activities Director

- Winter Activities Updates
- Spring Activities Updates

Elementary Principal

1. Second semester formal observations are all completed. Walk-throughs will now be the focus until end of the year summative evaluations.
2. Our Title I Review is Tuesday, February 21st at 9:00 am. Dottie Heusman from NDE will be visiting WWPS to conduct the review. This review takes place every 3 years.
3. Instruction Partners will be visiting again on February 28th. They will lead professional learning with admin and then we will be completing classroom walk throughs in grades K-5.
4. We are hosted the Cass County Spelling Bee on February 8th
 1. Hailee Rineer won and will compete in the regional spelling bee on March 18th at UNO
5. Kindergarten Information Night is scheduled for Wednesday, March 22nd @ 6:30 pm
6. Working on scheduling Preschool Information Night
7. Elementary second semester parent-teacher communication plan
 1. Due March 3rd
8. Will be starting teacher requisitions and curriculum requisitions for consumables and online platform renewals
9. Working on NSCAS and FAST spring assessment schedule

Middle School Principal

Testing coordinator

- 27 of 28 students completed the ACT practice test on the 15th.
- March 22nd testing plans are completed.
- Seniors -mock interviews
- Juniors -ACT
- Sophomores- ASVAB
- Freshman - Practice 8/9 Testing from the OntoCollege program

MS Principal

- Interventions: Khan Academy is becoming more and more familiar with students and staff.
- Bright Schools Kit: customized school supply kits.

Director of School Improvement / Special Education

Secondary

- 6-12 Teachers completed Positive Action Training on 2/6. (Social/Emotional Curriculum)
- Next steps will be the implementation plan- we are going to start with a few lessons for the remainder of the school year and plan for full implementation in the Fall.
- Secondary staff formal evaluations as well as Walk-Throughs are ongoing.

Special Education

- The next Communities of Practice (facilitated by ESU 3) is scheduled for 2/23 at Louisville.
- Indicator 13(Transition Planning) Self Assessment is due in April and I have scheduled a work day in March to complete it with special education teachers.

Sixpence/Bright Arrows Childcare

- Sixpence CQI visit (file review) was completed on 2/17- Conestoga will have a separate visit and the report will be shared with us.
- ITERS observation of the Toddler Classroom is scheduled for 2/23 and a debrief of our scores will be scheduled. The Infant ITERS observation is scheduled for March 8th.
- Childcare will be closed for two weeks at the end of June and beginning of July- we're working with partners (ESU 3, NCFE) to plan Professional Development opportunities during that time.
- February socialization was Valentine's Day with parent education on Emotions.

Superintendent

- Plumbing / HVAC issues

5.b. Board Reports

6. To go into executive session to discuss personnel for the protection of the individual
 Mark Rathe moved to to discuss personnel for the protection of the individual. Neil Huskey seconded the motion. Motion Passed
 Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Mark Rathe: Yea
 Yea: 7, Nay: 0

7. Adjournment



**Weeping Water Public School
Financial Report for Board
February 2023**

CASH ASSETS

CASH ASSET REPORT

DATE: 02/17/2023

FUND	ACCOUNT TYPE	INFORMATION	HOLDER	CURRENT BALANCE	BALANCE 2019
GENERAL FUND/KITCHEN FUND	CHECKING	300380832	Farmers & Merchants	\$ 596,479.71	\$ 619,320.44
	CLOSED ACCOUNT	300382812	Farmers & Merchants	\$ -	\$ 19,991.94
TOTAL GENERAL FUND				\$ 596,479.71	\$ 639,312.38
ACTIVITY FUND	CHANGE			\$ 1,140.00	\$ 1,140.00
ACTIVITY FUND	PETTY CASH			\$ 100.00	\$ 100.00
ACTIVITY FUND	CHECKING	300444190	Farmers & Merchants	\$ 98,190.46	\$ 117,958.61
ACTIVITY FUND	CLOSED ACCOUNT - COMBINED W/300444190	300689661	Farmers & Merchants	\$ -	\$ 3,069.78
TOTAL ACTIVITY FUND				\$ 99,430.46	\$ 122,268.39
BOND FUND	MONEY MARKET	95010505	First Nebraska Bank	\$ 620,709.54	\$ 444,784.92
TOTAL BOND FUND				\$ 620,709.54	\$ 444,784.92
QCPUF FUND	CHECKING-2009 & 2010 BAB	86483570	First Nebraska Bank	\$ 93,819.30	\$ 114,670.29
TOTAL QCPU FUND				\$ 93,819.30	\$ 114,670.29
BUILDING FUND	CHECKING	300381079	Farmers & Merchants	\$ 304,717.14	\$ 307,942.28
TOTAL BUILDING FUND				\$ 304,717.14	\$ 307,942.28
DEPRECIATION FUND	CHECKING	300446542	Farmers & Merchants	\$ 370,011.23	\$ 667,894.46
TOTAL DEPRECIATION FUND				\$ 370,011.23	\$ 667,894.46
EMPLOYEE BENEFIT FUND	CHECKING/RETIREMENT	300381061	Farmers & Merchants	\$ 28,980.40	\$ 67.36
EMPLOYEE BENEFIT FUND	CHECKING/SECTION 125-Account Closed & Combined with Retirement*	86234570	First Nebraska Bank	\$ -	\$ 32,543.92
TOTAL EMPLOYEE BENEFITS FUND				\$ 28,980.40	\$ 32,611.28
STUDENT FEES FUND	CHECKING	85834670	First Nebraska Bank	\$ 12,321.53	\$ 12,034.40
TOTAL STUDENT FEES FUND				\$ 12,321.53	\$ 12,034.40
TOTAL				\$ 2,126,469.31	\$ 2,341,518.40

*NOTE - General Fund balance is after February Net Payroll

Weeping Water Public School

February 2023 Claims for Payment

Vendor	Amount	Notes
Amazon E-Commerce	\$2,888.45	
Amy Kroll	\$143.22	
Bristol Wenzl	\$103.82	
C&C Truck Repair, Inc.	\$288.50	
Capital Business Systems, Inc. (Lease)	\$2,516.28	2 Months, was not billed last month
Capital Business Systems, Inc. (Subscription)	\$89.00	
Carole's Flowers & Vintage Finds	\$55.00	
Cassgram c/o Stephen C Warga	\$26.00	
Cengage Learning	\$322.88	
City Of Weeping Water	\$657.94	
College Entrance Examination Board	\$432.00	
Community Memorial Hospital DBA Syracuse Area Health	\$1,490.88	
Decker Equipment	\$162.06	
Dietze Music House - Lincoln	\$6.80	
DnTree, LLC	\$3,275.00	
Drue's Kitchen	\$700.00	
Educational Service Unit 3	\$150.00	
Egan Supply Company, Inc	\$1,595.29	
ESU Coordinating Council	\$1,857.54	
Futuramic's Clean Water Center	\$27.00	
General Fire & Safety Inc	\$178.03	
Grainger	\$66.68	
GT Mobile Service, LLC	\$377.43	
Harris Forms	\$303.10	
Hiland Dairy	\$1,708.45	
Kajeet	\$866.30	
KanEquip Inc.	\$1,700.13	
Keckler Oil Co Inc	\$60.00	
Kevin Reiman	\$155.97	
Kim Hammer	\$44.46	
Kinetic Business by Windstream	\$512.84	
KSB School Law	\$392.50	
Lakeshore Learning Inc	\$595.70	
Lincoln Journal Star	\$267.67	
Madison National Life Ins Inc	\$1,150.58	
Matheson Tri-Gas Inc	\$1,083.10	
McGraw Hills	\$46.26	
Meeske Auto Parts	\$364.86	
Meeske Hardware Inc	\$1,284.29	
Meyer Laboratory, Inc.	\$577.75	
Michelle Heath	\$386.35	
Mid-America Termite & Pest Control, Inc	\$86.96	
NCS Pearson, Inc.	\$90.00	
Nebraska Assn of School Boards	\$3,563.04	
Nebraska Iowa Supply Co., Inc.	\$2,969.52	
Omaha Public Power Department	\$9,966.04	

Omaha World Herald	\$50.03	
One Source, Inc.	\$257.50	
PowerSchool Group LLC	\$1,241.00	
Pro-Ed, Inc.	\$110.00	
Providence Working Canines	\$451.01	
Raptor Technologies	\$1,980.00	
Riverside Technologies, Inc	\$739.00	
Staples Advantage Inc	\$322.92	
Stop 'N Shop Inc	\$71.87	
Summit Fire Protection	\$196.00	
Sysco	\$5,669.49	
Tech Masters	\$1,840.00	
TK Elevator Corporation	\$410.22	
Tower Gardens	\$65.00	
Unite Private Networks, LLC	\$416.32	
US BANK	\$3,257.15	
US FOODS, INC.	\$5,343.26	
Verizon Wireless LLC	\$274.28	
Weeping Water Public School - QCPU Fund	\$1,982.13	Reimbursement
WEX Bank	\$653.31	
WoodRiver Energy, LLC	\$5,631.05	2 Months, was not billed last month
February 2023 Claims for Payment	\$76,547.21	
February 2023 Payroll	\$434,014.02	
Total February 2023 (General Fund/Lunch Fund)	\$510,561.23	

Plus Invoices to Pay by Building Fund

MMC Contractors	\$10,588.64	Repairs
Prime Secured	\$1,384.29	Repairs
Total February 2023 (Building Fund)	\$11,972.93	

Plus Invoices to Pay by QCPU Fund

Electronic Contracting Company	\$750.00	
Automated Energy Solutions, Inc.	\$11,725.00	JACE Replacement
Total February 2023 (QCPU Fund)	\$12,475.00	

Total February 2023 All Funds \$535,009.16

FISCAL BUDGET USE PER MONTH

2022-2023 UPDATED: 02/17/23

MONTH END	FISCAL 21 % USED 21 Budget =	FISCAL 21 \$ USED	FISCAL 22 % USED 22 Budget =	FISCAL 22 \$ USED	FISCAL 23 % USED 23 Budget =	FISCAL 22 \$ USED
September	9.84%	\$ 549,119.46	8.24%	\$ 516,539.55	7.86%	\$ 493,251.53
October	8.66%	\$ 482,318.88	8.54%	\$ 535,488.92	8.94%	\$ 561,007.27
November	8.02%	\$ 447,296.05	8.21%	\$ 514,638.41	7.98%	\$ 500,532.42
December	7.18%	\$ 401,048.09	8.98%	\$ 563,121.80	8.84%	\$ 554,328.70
January	7.25%	\$ 404,367.83	8.76%	\$ 549,302.80	8.14%	\$ 510,561.23
February	8.59%	\$ 479,065.59	8.66%	\$ 543,031.91	0.00%	\$ -
March	9.00%	\$ 502,362.41	9.01%	\$ 565,226.14	0.00%	\$ -
April	8.19%	\$ 456,974.29	8.45%	\$ 529,694.82	0.00%	\$ -
May	8.65%	\$ 482,601.97	9.18%	\$ 575,462.89	0.00%	\$ -
June	7.70%	\$ 429,852.67	8.65%	\$ 542,271.19	0.00%	\$ -
July	9.45%	\$ 527,205.00	8.41%	\$ 527,636.84	0.00%	\$ -
August	9.76%	\$ 544,620.05	8.67%	\$ 543,532.22	0.00%	\$ -
Cumulative	102.29%	\$5,706,832.29	103.73%	\$6,505,947.49	41.77%	\$2,619,681.15

	2021		2022		2023
TOTAL EXPENSE BUDGET	\$5,579,513.00	OPERATING BUDGET	\$ 5,746,903.00	OPERATING BUDGET	\$5,746,903.00
		W/ SIXPENCE	\$ 6,271,903.00	W/ SIXPENCE	\$6,271,903.00

WEeping WATER PUBLIC SCHOOLS

**204 WEST O STREET, PO BOX 206
WEeping WATER NE 68463
PHONE: 402-267-2445 FAX: 402-267-5217**

MUSIC IN OUR SCHOOLS PROCLAMATION

WHEREAS, the study of music contributes to young people's development through heightened skills in listening, reading, self-expression, and creativity; and

WHEREAS, music education in the schools includes a broad range of types of music and active musical experiences; and

WHEREAS, music and the other arts significantly enhance the morale and quality of the school environment; and

WHEREAS, it is the stated objective of the public school to prepare children for a productive role in our society; and

WHEREAS, the National Association for Music Education has designated March as Music In Our Schools Month, focusing on the theme ; now,

THEREFORE, be it resolved, that the Board of Education of Weeping Water Public Schools proclaims March as Music In Our Schools Month as an opportunity to support the purposes and practices of music education and encourages teachers, parents, students, and all citizens to participate.

The Board of Education of the Weeping Water Public School District, for its own part, rededicates itself to the maintenance of a music education program that will be relevant to the needs of the children placed in its care and will reach and positively influence each child.

Adam DeMike, President

Kevin Reiman, Superintendent

MEMBERSHIP DUES INVOICE

in account with

Nebraska Association of School Boards

1311 Stockwell, Lincoln, NE 68502 (402) 423-4951 or 1-(800) 422-4572

Name: Weeping Water Public Schools

County: Cass

NASB Region: 10

DATE	DESCRIPTION	AMOUNT DUE
January 29, 2023	Annual Membership Dues for NASB Fiscal Year 4/1/2023 to 3/31/2024	\$3,636
	Pay by 4/1/2023 to receive a 2% discount.	\$73
	TOTAL AMOUNT DUE IF PAID BY APRIL 1, 2023	<u>\$3,563</u>

Thank you for your support and participation in NASB.

Weeping Water Public Schools

2023-2024

School Calendar



August 2023						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						



- School Closed
- School Closed / All Day Teacher Inservice
- Monday that school is in session
- Student Makeup OR Teacher Inservice OR School Closed

August 7 - Start of Fall Practice
 August 9 thru 12 - Cass County Fair
 August TBD - New Teacher Inservice Day
 August 14 - First Teacher Inservice Day
 August 17 - First Student Day
 Sept. 11 - School in session / Early FB on Friday
 Sept. 15 - No School 3:00pm FB game
 Oct. 16 - School in session / PT Conf.
 Oct. 20 - PT Conferences
 Nov. 20 - School in session due / Thanksgiving
 Nov. 22, 23, & 24 - Thanksgiving Break
 Dec. 18 - School is in session / Christmas Break
 Dec. 23 thru 27 - NSAA Moratorium
 Dec. 22 thru Jan. 3 - Christmas Break (Students)
 Jan. 8 - School in session / WR meet on Friday
 Jan. 12 - WWHS WR Invite
 Feb. 19 - School in session / WR meet on Friday
 Feb. 23 - WWMS WR Invite
 Mar. 4 - Teacher inservice / WW hosts ECNC quiz Bowl
 Mar. 25 - School in session / Easter Break
 Mar. 29 / April 1 - Easter Break
 April 29 - School in session / Track on Friday
 May 3- No School / MS and HS track events
 Seniors last day - TBD
 May 20 - School is in session / Summer break
 May 23 - Last day of school - 11:30 dismissal
 May 27 - Memorial Day

	Student Days	Staff Days
1st semester	72	83
2nd Semester	<u>82</u>	<u>91</u>
	154	174

Network Computer Solutions



PO Box 852
Manhattan, KS 66505

785-776-9088

Estimate

Date	Estimate #
12/27/2022	19014

Name / Address
Weeping Water Public Schools 204 West O Street Weeping Water, NE 68463

* This is an Estimate ONLY - Please do NOT pay *

Description	Bid Number	Job #
	Qty	Total
Form 470 Application 230007410 - Weeping Water Public Schools - Category 2, 2023		
48 Port Switch		
5320-48P-8XE 5320 Universal Switch with 48 x 10/100/1000BASE-T Full/Half Duplex 802.3at 30W PoE Ports 8 x 10Gb SFP+ Uplink Ports (Need 10G Upgrade License) 1 Internal Fixed AC PSU Fixed Fan Base Software Licence	7	17,487.86
97000-5320-48P-8XE EW Software & TAC - 5320-48P-8XE This Term: 1095 Days (3 Years)	7	1,623.10
10099 Extreme Networks - Power cable - NEMA 5-15 - IEC 320 EN 60320 C15 - United States	7	127.89
5320-10GUPG-4X-LIC-P License that Converts 4x1GbE SFP Ports to 10GbE SFP+ Applicable with 16 24 and 48 Port Switches of 5320 - VOUCHER	7	1,752.98
24 Port Switch		
5320-24P-8XE ExtremeSwitching 5320 24 Ports - Gigabit Ethernet, 10 Gigabit Ethernet - 10/100/1000Base-T, 10GBase-X - 2 Layer Supported - Modular - Power Supply - Optical Fiber, Twisted Pair - PoE Ports	2	2,979.90
97000-5320-24P-8XE Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 1 year - 24x7 - for P/N: 5320-24P-8XE	2	276.51
10099 Extreme Networks - Power cable - NEMA 5-15 - IEC 320 EN 60320 C15 - United States	2	36.54
5320-10GUPG-4X-LIC-P License that Converts 4x1GbE SFP Ports to 10GbE SFP+ Applicable with 16 24 and 48 Port Switches of 5320 - VOUCHER	2	500.85
DAC Cables		
10304 - 10 Gigabit Ethernet SFP Passive Cable Assembly 1m Length	4	229.32
10305 - 10 Gigabit Ethernet SFP Plus Passive Cable Assembly 3m Length	4	315.00
Optic Transceiver		
10051H Extreme Networks, Inc 10051H 1000BASE-SX SFP, MMF 220 & 550 Meters, LC Connector, Industrial Temp	5	1,020.00
Subtotal		
Sales Tax (8.95%)		
Total		

*NCS return policy is governed by our distributors. Any returned item opened or factory seal broken will not be accepted. Restocking and/or shipping fees will be applied.

Network Computer Solutions



PO Box 852
Manhattan, KS 66505

785-776-9088

Estimate

Date	Estimate #
12/27/2022	19014

Name / Address
Weeping Water Public Schools 204 West O Street Weeping Water, NE 68463

* This is an Estimate ONLY - Please do NOT pay *

Description	Bid Number	Job #
	Qty	Total
Scope of Work -Labor to Install total of 9 Switches	1	4,500.00
ALL SHIPPING, TRAVEL AND PER DIEM INCLUDED		
USAC SPIN #143030910		
Subtotal		\$30,849.95
Sales Tax (8.95%)		\$0.00
Total		\$30,849.95

*NCS return policy is governed by our distributors. Any returned item opened or factory seal broken will not be accepted. Restocking and/or shipping fees will be applied.



t. (800) 344-7089 f.

QUOTE

Number AAAQ2770

Date Dec 28, 2022

Sold To

Weeping Water

Ship To

Weeping Water

Your Sales Rep

Josh Hansen

800.344.7089

josh.hansen@lightbox.systems

**Phone
Fax**

**Phone
Fax**

Terms	P.O. Number	Ship Via
-------	-------------	----------

Line	Qty	Description	Unit Price	Ext. Price
1	2	HPE Aruba 6200F 48G POE 4SFP+ 740W (JL728A)	\$7,344.12	\$14,688.24
2	5	HPE Aruba 6200F 48G POE 4SFP+ 370W (JL727A)	\$6,476.51	\$32,382.55
3	2	HPE Aruba 6200F 24G POE 4SFP+ 370W (JL725A)	\$4,231.27	\$8,462.54
4	3	Aruba 10G SFP+ to SFP+ 1m DAC Cable (J9281D)	\$93.74	\$281.22
5	5	Aruba 10G SFP+ to SFP+ 3m DAC Cable (J9283D)	\$123.43	\$617.15
6	5	ProLabs Fiber Optic Transceiver, 1000Base-SX SFP, Multimode (SFP-1000BASE-SX-C)	\$40.69	\$203.45
7	11	1 Year Aruba Central	\$203.31	\$2,236.41
8	16	Labor to setup and install	\$80.00	\$1,280.00

SubTotal	\$60,151.56
Tax	\$0.00
Shipping	\$0.00
Total	\$60,151.56

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

DataVizion

5760 Cornhusker Highway
Lincoln, NE 68507
(402)327-1880

www.datavizion.com



Aruba Switching (E-Rate)

DVZQ18274

Prepared For:
Weeping Water Public Schools

Prepared By:
Louie Sabarini
Senior Account Manager



Quote Information

Number DVZQ18274
 Date 1/9/2023
 Expires 2/8/2023

Sold To	Ship To	Your Sales Rep
Weeping Water Public Schools Kevin Reiman 204 West O Street Weeping Water, NE 68463-0206 402-223-5277 kevin.reiman@esu5.org	Weeping Water Public Schools Natalie Coffin 204 West O Street Weeping Water, NE 68463-0206 402-223-5277 natalie.brauer@esu5.org	Louie Sabarini Senior Account Manager Isabarini@datavizion.com

Here is the quote you requested.

Item	Description	List Price	Unit Price	Qty	Ext. Price
Licensing					\$3,311.66
Q9Y73AAE	Aruba Central 62xx/29xx Switch Foundation 1y Sub E-STU (Optional - SELECTED)	\$350.00	\$301.06	11	\$3,311.66
Q9Y74AAE	Aruba Central 62xx/29xx Switch Foundation 3y Sub E-STU (Optional)	\$945.00	\$812.85	11	\$8,941.35
Q9Y75AAE	Aruba Central 62xx/29xx Switch Foundation 5y Sub E-STU (Optional)	\$1,490.00	\$1,281.64	11	\$14,098.04
Switches					\$66,308.28
JL728A#ABA	Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch	\$9,819.00	\$8,445.94	2	\$16,891.88
JL727A#ABA	Aruba 6200F 48G Class4 PoE 4SFP+ 370W Switch	\$8,659.00	\$7,448.15	5	\$37,240.75
JL725A#ABA	Aruba 6200F 24G Class4 PoE 4SFP+ 370W Switch	\$5,629.00	\$4,841.86	2	\$9,683.72
J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	\$149.00	\$127.76	3	\$383.28
J9283D	Aruba 10G SFP+ to SFP+ 3m DAC Cable	\$195.00	\$167.20	5	\$836.00
J4858D	Aruba 1G SFP LC SX 500m MMF Transceiver	\$436.00	\$254.53	5	\$1,272.65
Professional Services					\$6,500.00

DVPS-ARU-CENTRAL-NEW-# New Customer Portal Setup for Aruba Central
 1
 DVPS-ARU-CENTRAL-SW-BA Aruba Central Base Switch Setup
 SE#1

Datavizion SPIN: 143040794

Solution Subtotal	\$76,119.94
Sales Tax	\$0.00
Grand Total	\$76,119.94

Payment Options

Select your preferred payment option / purchase terms*:

Terms Purchase (purchase amount \$76,119.94)

* If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

Item	Description	List Price	Unit Price	Qty	Ext. Price
------	-------------	------------	------------	-----	------------

Special Notes

Terms and Conditions:

- Prices are exclusive of all taxes, freight and labor, unless expressly stated otherwise. Customer will be responsible for, and pay all taxes due under this Agreement including, but not limited to, sales, use, or value-added taxes. Prices are valid for 30 days from the date a quote is initiated. Any equipment and software purchased or licensed hereunder will be billed upon shipment from the manufacturer and is due upon receipt of invoice.
- Product orders in excess of \$25,000 may require a deposit prior to placement. Any proposal for leasing options for hardware or software is subject to credit approval.
- Unless otherwise agreed by the parties in the MSA (defined herein), fees for professional services less than \$5,000 will be payable within 30 days of invoice. Fees for professional services in excess of \$5,000 will be payable on the following schedule: (a) 25% due upon project acceptance, (b) 25% due upon completion of initial Customer discovery call, (c) 25% due upon project implementation, and (d) the remaining balance due upon project completion.
- Late payments over 30 days are subject to finance charges. Returns of equipment must be made within 30 days of shipment in the original unopened box and will incur a 25% restocking fee. No returns will be permitted more than 30 days after shipment.
- A technology fee of 3% of the total invoiced amount is assessed to invoices paid by credit card. No technology fee is imposed for payments made by ACH or debit card.
- All equipment and software orders are shipped directly to Customer by the manufacturer in accordance with the manufacturer's standard commercial practices. DataVizion is not responsible for any loss, injury or destruction of orders due to practices of the manufacturer.
- Any warranty provided for items purchased through DataVizion is subject to the manufacturer's terms and conditions, unless expressly noted otherwise. In the event that any repair or service labor is needed by DataVizion to support of a manufacturer's warranty, such repair or service labor will be billed at current rates.
- Customer agrees by executing this quote it has reviewed and approved its terms and any applicable materials list.
- This quote is made and shall be incorporated in full as part of that certain Master Services Agreement and any applicable Statement(s) of Work by and between DataVizion and Customer (collectively, the "MSA"). Except as specifically set forth in the MSA, if there is a conflict between the terms of the quote and the MSA, the parties agree that the MSA shall control.

Signature

Date

Introduction

This Statement of Work (“SOW”) is effective as of the acceptance date of DVZQ18274 and is made and entered into by and between Weeping Water Public Schools (the “Customer” or “Client”) and DataVizion LLC (“Service Provider” or “Company”). This SOW is made and incorporated in full as part of that certain Master Services Agreement (“Agreement”), by and between the Customer and Service Provider. Except as specifically set forth in the Agreement, in the event of any conflict between the terms of this SOW and the Agreement, the parties agree that the Agreement shall control.

If during the project additional scope of materials or services are identified a formal change request will be issued.

Executive Summary

DataVizion will partner with Weeping Water Public Schools to perform all deliverables on:

DVZQ18274 - Aruba Switching (E-Rate)

Solutions implemented will be enterprise class and expandable to accommodate growth and changes in technology. Steps will be taken to reduce the impact to end users during the project. The project will follow the DataVizion standard project approach, Project Initiation, Project Planning, Project Execution and Delivery, and Project Closure. This approach will outline the milestones, schedule, and resources to meet the project deliverables. At the end of the project, when all deliverables are met, the project acceptance form will be reviewed, signed and resources released.

The project will be a collaboration between Company and Weeping Water Public Schools. Both parties will participate in discovery, design, checklists, configurations, and making decisions to best

Scope of Work

Project Initiation

- Client Kickoff
- Project Approach
- Key stakeholder identification
- SOW and BOM review
- Customer verify updated warranties and service agreements on existing equipment
- Check Bill of Materials against equipment received, if applicable
- Verify availability of required software and licenses

Project Planning

- Work Breakdown
- Timeline (start dates, end dates, milestones, and phases)
- Resources
- Task responsibilities
- Risks / contingency plans
- Dependencies

Project Schedule

- Discovery Meeting
- Design

- Design Review and Acceptance
- Configuration
- Note: Work performed during this phase is not intended to provide training/explanation of specific tasks performed. Overview of work performed is provided during Knowledge Transfer Sessions, if applicable.
- Testing and Success Criteria Identification
- Deployment
- Closure

Project Execution

- Implementation
- Monitoring and Control
- Pilot and validations
- Test plan / device list (testing sample), if any
- Site Rollout
- Day-2 Support
- Documentation
- Information to gather support documentation on the manufacture support portal
- Knowledge Transfer, if applicable

Closure

- Project execution complete
- Project acceptance

Technical Aspects

Discovery

- Check Bill of Materials against equipment received.
- Verify availability of required software and licenses.
- Orientation of Client's current environment to be used as a baseline for Design Phase.
- Understand Client's requirements for network access control.

New Customer Portal Setup for Aruba Central

Company will perform the following tasks for a new Aruba Central account setup:

- Collect desired primary account information
 - Please Note: You can add as many users as you would like later in the process
- Link temporary DataVizion account for initial setup
 - Update ITGlue with credentials
- Collect, document, and allocate all subscriptions purchased
- Update DataVizion project team that account has been setup and is active

Aruba Central Base Switch Setup

Phase 1 - Design

- Plan physical site layout (Fiber) for new design and physical switch port layout

Phase 2 - Pre-Installation

- Unbox hardware and inventory product
- Stage switches in the designated staging area
- Update switches to latest appropriate firmware version
- Configure for management and locked down access
- Configure QOS tagging to accommodate voice quality to phone system (If applicable)

Phase 3 - Installation

- Install switches into racks
 - Stack switches (If applicable)
- Test connectivity

Phase 4 - Documentation

- Create Visio documentation of site layout and port mappings
- Create backups of all switch configurations

Implementation

- Implementation preparation for transition
- Review risks and contingency plan
- Define cut-over window and schedule for tasks and resources
- Identify success measurement
- Design site turn-up processes, procedures, schedule, and milestones

Documentation

- Updated high level Visio documentation with legend of how devices connect, including any changes made to environment, if applicable. Initial network topology diagram obtained from the client if it exists.
- Status updates and meeting notes sent by Company throughout the project.
- Backup of configurations within project scope. Company provides text files.
- Information to gather overall support documentation on the manufacture support portal within scope of project. Company to provide links to the manufacture support portal.

Project Delivery

- This includes travel to and from Client location(s). Meetings will be scheduled for Project Kickoff, Status Updates, Implementation Planning, along with time necessary to discuss any issues or risks that come up during the project. Project Manager(s) will work to reduce risk to the extent possible and manage issues.
- Company engages in a fast-paced and strict migration schedule. Company to provide Client a migration strategy with clear expectations, timelines, and agreed upon schedule for all activities required to

implement the solutions. Deviating from agreed-upon schedule, Client delays or terms and conditions related to customer responsibility and exclusion & out-of-scope sections may result in a change order.

Deliverables

New Customer Portal Setup for Aruba Central Deliverables

- Company to perform initial setup process of Aruba Central
- Company to collect, document and activate any subscriptions purchased
- Company to update internal documentation and update project team for next steps

Additional Deliverables to Include Outside of Design Package (if applicable):

- Additional Deliverables: Company will physically install and configure up to (9) Aruba switches.
- Note: DataVizion highly recommends manufacturer's training courses for more in-depth knowledge of supporting, maintaining, and utilizing more capabilities of your environment. DataVizion will provide a Knowledge Transfer and basic training of the deployed products. This is geared around basic day-to-day operations and support and is NOT to be replaced by the Manufacturer Training Courses.

Hours and Travel

- Engineering work is performed during the normal business hours: Monday through Friday 8:00 AM to 5:00 PM.
- Remote work is the standard approach, unless other arrangements have been made. Specific tasks will need to be specified for weekdays, weekends, holidays, onsite, and outside normal business hours.

Travel Expenses

- In the event of a Change Order requiring additional travel and expenses outside the SOW, the following conditions apply:
 - DataVizion bills travel one way to the Client site from the nearest DataVizion office within that region at the identified engineer hourly rates.
- All work will be performed remotely whenever possible. If applicable to the project, one (1) onsite visit is assumed to the client site, including travel to and from site. Unless specifically addressed in the Additional Deliverables section above.

Exclusions & Out of Scope

- Missed milestones or rework due to Client's failure to provide timely and/or accurate information will be a change order or T&M ticket
- All costs associated with third-party issue resolutions or delays not contracted by Company are the responsibility of the Client. Third-party vendor delays causing extra trips result in a T&M ticket.
- Delays due to incomplete tasks, incomplete cabling, software bugs, unfulfilled feature requests, missing content or other delays resulting from the action or inaction of any third-party, including vendors, the customer and third-party subcontractors not specifically approved/provided by Company or included in the Scope of Work will be a T&M ticket to the Client
- Troubleshooting or delays caused by vendor-driven solutions (after confirmation that solution configuration meets design), expired warranties or service agreements or third-party software and or end-user hardware devices connected to the wired or wireless network will result in a T&M ticket

- Any additional costs of Access Point (AP) mounting hardware, costs of connection items (Transceivers and cables), and software and hardware connections not identified on the Bill of Materials or part of this scope of work will result in a Change Order or T&M ticket.
- Additional resource scheduling for after-hours labor and not identified in the scope of work will require a Change Order that needs to be completed and approved by the Client and Company.
- Company will not be responsible for third-party vendors (not contracted by Company) regarding issue resolution or delays.
- Company will not be held accountable for modifications, new development, or new vendors not identified by Client before the signing of the contract.

Client Responsibilities

- Client has documentation of all current AP placements, if applicable
- Client is responsible for ensuring all its electronic files and other data are adequately duplicated, documented, and protected.
- Client is responsible for all effort and cost involved in implementing carrier voice and data circuits. Company will not be responsible for delays in project due to delays in delivery of circuitry or contract negotiations around said services.
- Company recommends that Client changes any user ID's and passwords that were implemented or disclosed during project implementation.
- Client is responsible for establishing an infrastructure environment that meets Company minimum standards. Change request or T&M ticket will be created for work by Company engineer resources to meet minimum requirements.

Project Management

- Company will schedule the required resources for project completion.
- A notice of project completion will be delivered, upon completion of the project.

Change Order

- Should Client request additional equipment or services outside of this agreement, a Change Order will be required. A T/M ticket can be adopted for a requested Change Order.
- All out-of-scope issues will be handled via client-authorized Change Order on a fixed or hourly basis as agreed upon by both parties. The recommended equipment, programs, and services contained in this SOW are based upon Customer's requirements as understood by DataVizion. While DataVizion believes our design and pricing to be accurate based upon our discovery process and the information provided. If additional information or details not previously provided by the Customer come to light, a Change Order may be required for additional equipment, applications, and services.
- This SOW may be amended at any time by mutual agreement of the parties, if before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties. If any provision of this SOW conflicts with the provisions of any governmental law, rule, or regulation, such provision shall be severable, and the remainder of this SOW shall not be impaired and shall remain in full force and effect.
- It may become necessary to amend this SOW for reasons including, but not limited to, the following:
 - Customer changes the scope of work and/or specifications for the Services;
 - Non-availability of resources which are beyond either party's control; and/or,
 - Environmental or architectural impediments not previously identified.
- In the event either party desires to change this SOW, the following procedures will apply:

- The party requesting the change will deliver a Change Order in writing to the other party. The Change Order needs to describe the reason for the change and the effect the change will have on the scope of work and pricing, which may include changes to the deliverables and the schedule.
- Upon mutual agreement to implement the Change Order, the appropriate authorized representatives of the parties will sign the Change Order, indicating the acceptance of the changes by the parties.
- The Change Order is included in the project schedule and completed at the project closure.

Support

- Company may be contacted any time during normal business hours for ongoing support concerns and problem resolution unless other arrangements are made.
 - Post implementation support will be provided remotely and scheduled for services and resources unless tasks are specifically identified in the agreement.
 - Post implementation support is beyond the 2nd day support services and is not included in the project scope, unless it is specifically stated.
 - Added post implementation support hours may be purchased in block hours contract (see Account Manager for details).

Licensing

- Client is responsible for ensuring that all licensing is up to date for any software being supplied by Client. Company reserves the right to verify licensing on any software provided by Client prior to installation.
- Client is responsible for Operating System and Software feature licenses.

Assumptions

- A management structure is established by Client and available to resolve any project-related issues.
- Single point-of-contact is provided by the Client and available throughout the project. Client will notify Company of project resource changes.
- Information provided by Client is accurate and complete. Changes will become a T&M ticket to the Client if information adjustment requires additional hours for rework.
- Communication will be performed by the Client to notify their managers and users of the installation date and potential downtimes associated with this project. This includes notifying managers and users of any risks associated with this project.
- Building access, adequate staging area, and information for building navigation are provided by the Client to the Company for effective task performance while onsite during the project.
- Infrastructure is ready for project implementation. Company reserves the right to verify infrastructure readiness prior to installation.
- One maintenance window is presumed for the project unless other arrangements are made and stated in the SOW.
- Floor plans and/or electrical drawings are provided to Company, as needed, from the Client.
- Planned Milestones are dependent upon the availability of equipment provided by all third-party vendors.
- Notice of five-business days is needed for work to be performed outside normal business hours and 10-day notice for onsite visits from the Client.

- Dedicated power circuits and suitable space for placement of the equipment in a secure location are provided by the Client.
- The Operating System and Software feature licenses are procured by the Client. All licensing is up to date for any software being supplied by Client. Company reserves the right to verify licensing on any software provided by Client prior to installation.
- Hours disclosed in this SOW are used for project scheduling purposes only. NO hours will be carried over after the completion of this SOW unless otherwise specified by Company or is specifically stated as “Post Support Hours”.
- Company intends to provide 2nd day support the first business day after the solution implementation date. The 2nd day support services as designated will be completed within a contiguous time frame (hours or days), not over an undefined period of time.
- Company intends to complete documentation and knowledge transfer, if included in the project’s scope, within one week of project completion or completed during the 2nd day service interval. Extending them into a period beyond this time frame may be billable unless other arrangements have been communicated.
- Anything not specifically addressed in this document is excluded from this SOW.

Additional Assumptions Based on Purchased Services (if applicable):

-

Additional Conditions

- **Non-solicitation of DataVizion Employees** - From the date of this Statement of Work for a period of one (1) year following for any reason whatsoever, Company agrees not to solicit the employment of any DataVizion employees, contractors, or agents that provided Services to Company without the express written permission of DataVizion.

Contact Information

Customer Address	Weeping Water Public Schools 204 West O Street Weeping Water, NE 68463-0206 United States
Customer Contact	Kevin Reiman
DataVizion Account Manager	Louie Sabarini lsabarini@datavizion.com

DataVizion (Company)

Weeping Water Public Schools (Client)

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

	Cost	Cost of eligible equipment and/or eligible maintenance	Compatibility with currently owned district devices	Features included	Support of hardware	Reliability	User Interface	References	Total
		25 points	20 points	15 points	10 points	10 points	10 points	10 points	100 points
Prime	\$49,246.22	20	20	15	10	10	10	10	95
Lightbox	\$60,151.56	15	20	15	10	10	10	10	90
Network Con	\$30,849.95	25	0	15	10	10	10	10	80
DataVizion	\$76,119.94	10	20	15	10	10	10	0	75

**PRIME SECURED
RFP RESPONSE**

**WEeping WATER ERATE NETWORK
SWITCHES 2023
470# 230007410
1/10/2023**





We have prepared a quote for you

Weeping Water ERATE 2023 Switch Upgrade

Quote # 009550 v1

Prepared for:

Weeping Water Public Schools

Kevin Reiman
kreiman@weepingwaterps.org

Prepared by:

Prime Secured

Dave Kanne
dkanne@primecominc.com

Monday, January 09, 2023

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

Dear Kevin ,

Weeping Water Public Schools

Request for Proposals

Erate Identifier: Erate Identifier: Cat2.2023Switches

Jan 4, 2023
Dave Kanne
Prime Secured, Inc.
22145 W. Maple Road
Elkhorn, NE 68022
SPIN: 143030334

Prime Secured, Inc. (PSI) thanks you for the opportunity to submit a response to the Weeping Water Public Schools 2023 ERATE projects. The RFP was completed by Dave Kanne, National Account Executive and Anthony Nabower Sr. Network engineer.

Prime Secured, Inc. (PSI) headquartered in Elkhorn, Nebraska, is a national provider of Network and Integrated Physical Security Solutions. Founded in 2001 as a network infrastructure provider, our experience and technical expertise in network design and implementation has led to the development of our expertise with regards to wireless and wired networks. We provide solutions to Fortune 500 companies in the retail, financial, healthcare and commercial sectors as well as enterprise solutions for the education market and critical infrastructure providers.

PSI offers a unique life cycle approach to network engagements that focuses on engineered design, procurement, professional deployment and technical support to manage your technology systems. Our modular life cycle approach provides a powerful, simple and efficient alternative to how you design, source and implement your security solutions.

Business Units:

- i. Mobility; PSI provides a full range of WLAN, BYOD and DAS solutions from custom design-builds to national rollout & implementations. We can implement wireless as a stand-alone solution or in combination with a traditional wired network infrastructure while accommodating coverage and

This is a confidential and proprietary document of Prime Communications, Inc. DBA Prime Secured. In receipt of this document the recipient agrees not to reproduce, copy or transmit this document or the information contained herein.

- capacity with flexibility to adept as needed.
- ii. Network Infrastructure; PSI enables companies to develop a strategic approach to infrastructure design, engineering, implementation, and support. Our low-voltage cabling solutions are designed, engineered, installed and tested by experts to ensure that infrastructure supports risk mgmt., security, communication, data and technology solutions. PSI provides data, voice, video, fiber, VoIP telecom, MDF, IDFT, Termination closet design and build. PSI employs certified network engineers to design & build LAN/WAN infrastructure.
 - iii. Physical Security; PSI security services provides end-to-end solutions for any or all physical security needs – from equipment procurement to custom designed and engineered systems to professional installation, deployment, and project management from certified security experts. Deployments include Access Control, Video Surveillance, Video Analysis, Intrusion Systems, Perimeter Detection, Intelligent PSIM, and 3rd Party Customer Integrations.

Certifications:

- i. Genetec Unified Elite Partner
- ii. Axis Communications Gold Partner
- iii. Aruba Networks Platinum Partner
- iv. Extreme Networks Gold Partner
- v. Palo Alto Networks Gold Partner
- vi. Avaya Certified Support Specialist
- vii. BICSI Corporate Member
- viii. Panduit Certified Install
- ix. Ortronics Certified Installer
- x. Signamax Authorized Installer
- xi. Hubbell Premise Wiring MISSION CRITICAL
- xii. Bert-Teck Oasis Certified Integrator
- xiii. Siemon Certified Installer
- xiv. Uniprise Certified Installer

References:

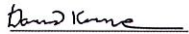
- i. Josh Kelley
Hastings College
402-461-7738
jkelley@hastings.edu

This is a confidential and proprietary document of Prime Communications, Inc. DBA Prime Secured. In receipt of this document the recipient agrees not to reproduce, copy or transmit this document or the information contained herein.

- ii. Greg Boettger
Bellevue Public Schools
402-293-5066
greg.boettger@bpsne.net

- iii. Corey Scott
Southeast Community College
402-761-8418
cscott@southeast.edu

Prime Secured would like to thank you for allowing us the opportunity to be considered as a provider for the Weeping Water Public Schools 2023 ERATE projects.. We are confident that our experience with networks in the K-12 market will make for a deployment of the highest quality to serve the students, faculty and administration. We look forward to working with you on this initiative.



Dave Kanne
Outside Sales Representative
Prime Secured

► Statement of Work

Installation Materials

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

Scope of Project

Prime Secured will provide, configure and install 11 switches in the customer's wiring closets. Prime will install the new switches in the rack while the old switches are still in production if space and patch cable lengths allow to minimize downtime. Existing switch(es) will be removed and left in the wiring closet. Prime will make a best effort to cleanup patch cables and fiber jumpers to the new switches. Prime will configure the hostname, VLAN(s) including port assignments, IP subnets, IP routing, IP helpers and add to Aruba Central for cloud monitoring and management

Prime will work with the customer to re-design the IP subnets and VLANs across the network. Prime will make the necessary configuration changes to VLANs and IP routing. The customer is responsible for configuring DHCP scopes and changing/updating static IP addresses on their devices.

Prime will work with the customer to test different devices and make sure they have network connectivity.

Central Deployment

Aruba Central licenses are included for all switches. Prime will perform the initial configuration for Aruba Central including:

- Creating Aruba Central account
- Creating admin accounts
- Activating subscriptions
- Setup Aruba Activate account and link to Central
- Create Groups, sites and labels

Project Management

Prime will provide a dedicated Project Manager (PM) for the project. The PM will coordinate ordering all hardware, software, licensing and subscriptions. They will keep regular communications with the customer.

Documentation

Prime will provide the following documentation as part of the project. All documentation will be provided in a

This is a confidential and proprietary document of Prime Communications, Inc. DBA Prime Secured. In receipt of this document the recipient agrees not to reproduce, copy or transmit this document or the information contained herein.

► Statement of Work

digital format.

- IT Documentation spreadsheet
 - Hardware inventory
 - VLAN and IP address info
- Logical Network Diagram

Training

Prime will provide training for IT staff members. Items that will be covered include:

- Accessing management sites/portals
- Reviewing switch and client information
- Basic CLI monitoring and configuration commands on switches

Removal of old equipment






Prime will leave old equipment in a designated location at each building. Prime will take all old equipment to store in a central location as specified by the customer. It's the customer's responsibility to move and/or dispose of all equipment.

Building Access

The customer will provide keys to the building(s) or have rooms/areas unlocked prior to any engineers or technicians coming onsite. Any delays in access to rooms/areas needed will be documented and a change order will be issued to the customer at the end of the project.

This is a confidential and proprietary document of Prime Communications, Inc. DBA Prime Secured. In receipt of this document the recipient agrees not to reproduce, copy or transmit this document or the information contained herein.

Materials

Description	Price	Qty	Ext. Price
Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - PoE Ports Aruba 6200F 48G CL4 4SFP+740W Swch U.S.	\$4,173.08	2	\$8,346.16
			
Aruba 6200F 48G Class4 PoE 4SFP+ 370W Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - PoE Ports Aruba 6200F 48G CL4 4SFP+370W Swch U.S.	\$3,680.08	5	\$18,400.40
			
Aruba 6200F 24G Class4 PoE 4SFP+ 370W Switch - 24 Ports - Manageable - 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - PoE Ports Aruba 6200F 24G CL4 4SFP+370W Swch Aruba 6200F 24G CL4 4SFP+370W Swch	\$2,392.32	2	\$4,784.64
			
Aruba Central Foundation - Subscription License - 1 Switch (24 Ports) - 5 Year - Electronic Aruba Central Foundation - Subscription License - 1 Switch (24 Ports) - 5 Year - Electronic	\$1,024.36	11	\$11,267.96
Aruba 10G SFP+ to SFP+ 1m DAC Cable - 3.28 ft SFP+ Network Cable for Network Device, Switch, Transceiver - First End: SFP+ Network - Second End: SFP+ Network - 10 Gbit/s Aruba 10G SFP+ to SFP+ 1m DAC Cable	\$63.22	3	\$189.66
			
Aruba 10G SFP+ to SFP+ 3m DAC Cable - 9.84 ft SFP+ Network Cable for Network Device, Transceiver, Switch - First End: 1 x SFP+ Network - Second End: 1 x SFP+ Network - 10 Gbit/s - 1 Aruba 10G SFP+ to SFP+ 3m DAC Cable	\$82.72	5	\$413.60
			
ProLabs Fiber Optic Transceiver, 1000Base-SX SFP, Multimode, Fiber Optic Transceiver, 1000Base-SX SFP, Multimode, Dual LC Connector, 850 Nanometer, 550 Meter, 3.3 Volt, 45 MM Width x 20 MM Depth x 115 MM Height, For HP Procurve	\$43.63	5	\$218.15
Supplier Freight on Material Freight Charged by Suppliers to get material delivered to job site.	\$31.25	1	\$31.25

Subtotal: \$43,651.82

This is a confidential and proprietary document of Prime Communications, Inc. DBA Prime Secured. In receipt of this document the recipient agrees not to reproduce, copy or transmit this document or the information contained herein.

Professional Services

Description	Price	Qty	Ext. Price
IT Systems Engineer Labor - Meetings, Documentation, Training IT Systems Engineer Labor	\$190.00	6	\$1,140.00
IT Systems Engineer Labor - Configuration IT Systems Engineer Labor	\$190.00	8	\$1,520.00
IT Systems Engineer Labor - Install IT Systems Engineer Labor	\$190.00	12	\$2,280.00
Project Management Labor Project Management Labor	\$120.00	5	\$600.00
Service Truck Charge Per Mile Fee Service Truck Charge Per Mile Fee	\$0.68	80	\$54.40
Subtotal:			\$5,594.40

This is a confidential and proprietary document of Prime Communications, Inc. DBA Prime Secured. In receipt of this document the recipient agrees not to reproduce, copy or transmit this document or the information contained herein.

Weeping Water ERATE 2023 Switch Upgrade



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

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

Quote Information:
Quote #: 009550
Version: 1
Delivery Date: 01/09/2023
Expiration Date: 03/05/2023

Quote Summary

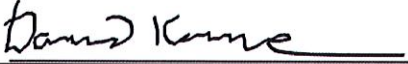
Description	Amount
Materials	\$43,651.82
Professional Services	\$5,594.40
Total:	\$49,246.22

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

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

Prime Secured

Weeping Water Public Schools

Signature: 
Name: Dave Kanne
Title: Outside Sales Representative
Date: 01/09/2023

Signature: _____
Name: Kevin Reiman
Date: _____

This is a confidential and proprietary document of Prime Communications, Inc. DBA Prime Secured. In receipt of this document the recipient agrees not to reproduce, copy or transmit this document or the information contained herein.

► Exclusions and Clarifications

Sales Tax

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

Exclusions and Clarifications

- 120/208/220 volt power for switches
- PDU and UPS units
- Rack space
- Patch cables
- Fiber jumpers
- Cabling services
- All work will be completed during normal business hours
- Any work not explicitly included in this scope of work is implicitly excluded from the project

This is a confidential and proprietary document of Prime Communications, Inc. DBA Prime Secured. In receipt of this document the recipient agrees not to reproduce, copy or transmit this document or the information contained herein.

► Terms & Conditions

Terms & Conditions - Prime Standard

TERMS AND CONDITIONS OF CONTRACT FOR SALE

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

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

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

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

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

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

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

This is a confidential and proprietary document of Prime Communications, Inc. DBA Prime Secured. In receipt of this document the recipient agrees not to reproduce, copy or transmit this document or the information contained herein.

► Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

This is a confidential and proprietary document of Prime Communications, Inc. DBA Prime Secured. In receipt of this document the recipient agrees not to reproduce, copy or transmit this document or the information contained herein.

► Terms & Conditions

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

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

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

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

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

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

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

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

This is a confidential and proprietary document of Prime Communications, Inc. DBA Prime Secured. In receipt of this document the recipient agrees not to reproduce, copy or transmit this document or the information contained herein.

Appendix A

Required Form for RFP Response.

TABLE 2.1: WEEPING WATER PUBLIC SCHOOLS			
Erate Eligible Services			
Description	Qty	Unit	Total
HPE Aruba 6200F 48G POE+ • P/N JL728A	2	\$4,173.08	\$8,346.16
HPE Aruba 6200F 48G POE+ • P/N JL727A	5	\$3,680.08	\$18,400.40
HPE Aruba 6200F 24G POE+ • P/N JL724A	2	\$2,392.32	\$4,784.64
Aruba Subscription Licenses	11*	\$1,024.36	\$11,267.96
Aruba 1m DAC Cable • P/N J9281D	3	\$63.22	\$189.66
Aruba 1m DAC Cable • P/N J9283D	5	\$82.72	\$413.60
ProLab Fiber Optic Transceiver • 1000Base-SX-SFP	5	\$43.63	\$218.15
Installation Fees	1	\$5,594.40	\$5,594.40
Additional Network Materials			
Supplier Freight on Material	1	\$31.25	\$31.25

*Weeping Water Public Schools has two (2) switches located in an IDF closet that require a subscription license and therefore are requesting the additional licenses.

Appendix A Continued

Required Form for RFP Response.

I acknowledge Section 2.1 Pricing and Payment; Weeping Water Public Schools will only accept discount on invoices; therefore, the winning vendor will file a Form 474 (Service Provider Invoice Form) to request payment of the discount amount for eligible services after billing the applicant for the non-discount share of the cost of the equipment and/or services.

Vendor Name: Prime Communications dba Prime Secured

Erate Form 498 ID (SPIN): 143030334

Printed Name: David Kanne

Signature: 

Date Submitted: 1/9/2023

Appendix B

Evaluation Rubric
Weeping Water Public Schools
Erate: Cat2.2023Switches

1. Cost of eligible equipment and/or eligible maintenance25 points

Cost of Equipment will be released at time of proposal opening. Points will be awarded during the evaluation of the proposal(s).

2. Compatibility with currently owned district devices20 points

Compatibility is very important. Points will be awarded during the evaluation of the proposal(s) and determination of compatibility with existing equipment will be done at that same time. Zero (0) points will be awarded for non-compatible devices and twenty (20) points will be awarded for full 100% compatibility.

3. Features included..... 15 points

All documented features of the device in the RFP will be evaluated and points award as such. Points will not be awarded for features that are not included in the cost of the device as presented in the RFP.

4. Support of hardware 10 points

Technical support will be contacted and will be evaluated on its technical knowledge, English as the primary language, and ease of use.

5. Reliability..... 10 points

Reliability score will be determined using the following criteria:

- a. References given in the RFP
- b. Known other users of the device
- c. Personal experiences

6. User Interface..... 10 points

The user interface will be evaluated and points awarded on the ease of use and the completeness of the interface to the device.

7. References..... 10 points

References will be contacted and points awarded on their responses.



Semi-Annual Maintenance Agreement

Prepared for:

Name Weeping Water Public School Date February 1, 2023
Address 204 West O Street City/State Weeping Water, NE 68463
Contact Kevin Reiman Phone 402-267-2445

Equipment Date and Duration

This Agreement shall become effective upon the date of acceptance by the Purchaser or by the Seller, whichever is the later, shall remain in effect one year and shall be reviewed annually, unless this Agreement is otherwise terminated or changed. Either party may terminate this Agreement provided that written notice has been received within (30) thirty days of termination.

Service Hours

All planned, preventative maintenance service work under this agreement is to be performed during the regular working hours of our regular working day.

Parts and Materials

The agreement price includes all routine lubricants, oil filters and miscellaneous material necessary to perform the specified scope of services for the covered equipment.

Equipment Information

Equipment	Quantity	TAG	Manufacturer	Model	Location	Serves
Air Cooled Condensing Unit	1	CU-1	Aaon	CC-C-0223-3-A-2	Area Roof	AHU-1
Air Cooled Condensing Unit	1	CU-2	Aaon	CC-C-0223-3-A-2	Wood Shop Roof	AHU-2
Air Handler	1	AHU-1	Aaon	MH2-H-014-R-3-A-B	Below Auditorium	Auditorium
Air Handler	1	AHU-2	Aaon	MH2-H-014-R-3-A-B	Mezzaneen	Gymnasium B144
Backflow	2					
Energy Recovery Ventilator	1	ERV-1	Aaon	RN-026	Roof	
Energy Recovery Ventilator	1	ERV-2	Aaon	RN-006	Roof	
Energy Recovery Ventilator	1	ERV-3	Aaon	RN-016	Roof	
Energy Recovery Ventilator	1	ERV-4	Aaon	RN-009	Roof	
Energy Recovery Ventilator	1	ERV-5	Aaon	RN-011	Roof	
Energy Recovery Ventilator	1	ERV-6	Aaon	RN-016	Roof	
Exhaust Fan	1	EF-1	Greenheck	CUE 101-A	Roof	H-4, 5, 6
Exhaust Fan	1	EF-2	Greenheck	CUE 101-A	Roof	H-4, 5, 6
Exhaust Fan	1	EF-3	Greenheck	CW-060-VG	Exterior Wall	Grinding Room
Exhaust Fan	1	EF-4	Greenheck	SE1-12-426-D	Thru Wall	Metal Shop
Gas Fired RTU	1	RTU-1	Aaon	RN-025	Roof	
Gas Fired RTU	1	RTU-2	Aaon	RN-025	Rood	
VRF Heat Pump	1	HP-1	Daikin	xxxx360xxxx	Roof	FC-1, 2, 3, 4, 41, 42, 43, 44, 69
VRF Heat Pump	1	HP-2	Daikin	xxxx240xxxx	Roof	FC-45, 46, 47, 48, 49, 50, 51, 52, 53
VRF Heat Pump	1	HP-3	Daikin	xxxx360xxxx	Roof	FC-5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 70
VRF Heat Pump	1	HP-4	Daikin	xxxx144xxxx	Roof	FC-16, 17, 18, 19, 54, 55, 80
VRF Heat Pump	1	HP-5	Daikin	xxxx144xxxx	Roof	FC-20, 21, 22, 23, 24, 25, 26
VRF Heat Pump	1	HP-6	Daikin	xxxx216xxxx	Roof	FCU-27, 28, 29, 71
VRF Heat Pump	1	HP-7	Daikin	xxxx121xxxx	Roof	FC-56, 57, 58, 59, 60, 61, 62
VRF Heat Pump	1	HP-8	Daikin	xxxx336xxxx	Roof	FC-38, 39, 40, 72, 73, 74, 75, 76, 77, 78, 79
VRF Heat Pump	1	HP-9	Daikin	xxxx288xxxx	Roof	FCU-30, 31, 32, 33, 34, 35, 36, 37
VRF Heat Pump	1	HP-10	Daikin	xxxx168xxxx	Roof	FC-63, 64, 65, 66, 67, 68
Mixing Valve	1	MV-1	Leonard	Megatron 6N-LF		
Gas Fired Water Heater	1	GWH-1	A.O. Smith	BTH 300	Mech C034B	
Gas Fired Water Heater	1	GWH-2	A.O. Smith	BTH 300	Mech C034B	
Gas Fired Water Heater	1	GWH-3	A.O. Smith	BTH 300	Mech C034B	Domestic Hot Water Recirc
Pump	1	DP-1	Taco	2400-10	Mech A013C	Domestic Hot Water Recirc
Pump	1	DP-1	Taco	2400-10	Mech A034B	tbd
VRF Fan Coil Units (7)	7	FC 23, 25, 28, 37, 67, 75, 79	Daikin	xxxx073xxxx	tbd	tbd
VRF Fan Coil Units (9)	9	FC 07, 10, 12, 16, 18, 21, 22, 38, 49	Daikin	xxxx123xxxx	tbd	tbd
VRF Fan Coil Units (4)	4	FC 13, 20, 70, 71	Daikin	xxxx153xxxx	tbd	tbd
VRF Fan Coil Units (6)	6	FC 14, 51, 57, 58, 72, 80	Daikin	xxxx183xxxx	tbd	tbd
VRF Fan Coil Units (6)	6	FC 17, 19, 26, 27, 60, 63	Daikin	xxxx243xxxx	tbd	tbd
VRF Fan Coil Units (6)	6	FC 62, 64, 65, 76, 77, 78	Daikin	xxxx283xxxx	tbd	tbd
VRF Fan Coil Units (10)	10	FC 09, 24, 34, 35, 39, 40, 48, 61, 66, 68	Daikin	xxxx363xxxx	tbd	tbd
VRF Fan Coil Units (15)	15	FC 1, 2, 3, 4, 5, 6, 8, 30, 31, 32, 33, 50, 55, 58, 69	Daikin	xxxx363xxxx	tbd	tbd
VRF Fan Coil Units (2)	2	FC 11, 29	Daikin	xxxx423xxxx	tbd	tbd
VRF Fan Coil Units (13)	13	FC 236, 41, 42, 43, 44, 45, 46, 47, 52, 53, 59, 73, 74	Daikin	xxxx483xxxx	tbd	tbd
VRF Fan Coil Units (2)	2	FC 15, 54	Daikin	FXMQ54PAVJU	tbd	tbd

Scope of Work

Maintenance Tasks & Frequency

Rooftop Units – SPRING / FALL

- Lubricate fan & motor bearings
- Check sheaves & belts; adjust tension as needed
- Lubricate & adjust dampers as required
- Check heating / cooling coils
- Check operating & safety controls
- Check & tighten electrical connections
- Check drain pan for standing water. Clean as needed

Air-Cooled Condensing Units – SPRING / FALL

- Clean condensers
- Check condenser fan operation
- Check contactors for pitting/burning
- Check refrigerant level through sight glass
- Check suction & discharge pressures
- Check suction line superheat
- Visually check for refrigerant leaks
- Check for oil leaks
- Check electrical connections & tighten as needed
- Check disconnect & test for proper operation
- Check amperage of components, record readings against data plate

Air Handling Units – SPRING / FALL

- Check control panel, auxiliary boxes, wiring & electrical connections
- Check contactor, controller & safeties
- Measure & record amperage of components
- Check damper blades & linkages; lubricate as needed
- Check filter section & change filters as needed (furnished by owner)
- Check fan & motor bearings; lubricate as required
- Check sheaves & belts; adjust tension as needed
- Check coil for refrigerant leaks
- Check drain line & pan for standing water; clean as needed

Exhaust Fans - SUMMER

- Lubricate motor & drive bearings
- Check & tighten all electrical connections
- Check all control operations
- Check damper blades & linkages; lubricate as needed
- Check motor shaft, mounts, & drives
- Check pulleys, belts & sheaves; adjust as needed
- Check disconnect & wiring
- Check fan wheel & wipe clean

Backflow Preventer – SUMMER

- Perform Annual Backflow inspection on (2) backflow devices
- Submit documentation to local authority

Energy Recovery Ventilator (EV) – SUMMER/WINTER

- Check recovery wheel operation & motor
- Check fresh air/ exhaust fan blower motor operation, record amperage
- Check heating/cooling operation
- Check damper blades & linkages; lubricate as needed
- Check sheaves & belts; adjust tension as needed
- Lubricate motor/fan/shaft bearings
- Check electrical connections & tighten as needed
- Check operation of auxiliary heat
- Inspect filters if applicable, and replace with new filters (furnished by owner)

VRF System Outdoor Units – SUMMER/WINTER

- Measure & record voltages & amperages
- Check electrical connections & tighten as needed
- Check units for proper operation

VRF System Indoor Units – SUMMER/WINTER

- Brush or vacuum grilles, coils, fans, etc.
- Lubricate fan & motor bearings where applicable
- Check belts & sheaves
- Check drain line & pan for standing water; clear obstructions & clean pan.
Includes additional Mid-Summer Drain Cleaning
- Check strainers where applicable
- Check & tighten all electrical connections
- Check all control operations
- Check damper blades & linkages; lubricate as needed
- Measure & record volts/amps
- Check heat exchanger for leaks
- Inspect filters if applicable, and replace with new filters (furnished by owner) as needed

VRF System Indoor Units – Mid-SUMMER

- Check drain line & pan for standing water; clear obstructions & clean pan.
-

Water Heaters – FALL

- Measure & record temperature & check safety settings
- Check safety relief valves for leaks
- Check operation of unit
- Check for leaky pipe connections
- Check operation of pressure relief valve

DHW Recirculating Pumps – FALL

- Check control panel & terminal connections
- Check & test controller
- Check mounting hardware
- Check housing & seals
- Check shaft & coupling
- Measure & record voltage & amperage
- Lubricate bearings when necessary
- Check & record gauge readings

Inspection Plan

The MMC Contractors Certified Inspection Plan provides (5) inspections outlined above.

Emergency service is not included in the inspection plan. We guarantee a (4) four-hour response to all emergency service calls.

Additional Services, emergency service, parts and/or replacements will be billed in accordance with the Seller's then current rates for performing such services. This rate will be at the discounted contract price.

Price

Price for materials and labor is \$19,760.00 per year, or \$3,952.00 per inspection, plus all applicable taxes.

Purchaser's Acceptance:

Purchaser _____

Address _____

By _____

Title _____

Date _____

Seller's Acceptance:

MMC Contractors _____

9751 South 142nd Street, Omaha. NE 68138

By Jayme Woods

Title Service Sales

Date February 1, 2023

**Thank you for choosing
MMC Contractors**

Additional information:

- Labor rates includes wages, fringes, burden, truck cost, truck fuel & fee on labor
- A \$15.00 MISC. charge and \$20.00 TRUCK charge will be added to each job above the labor rate
- As a contract customer, WWPS shall receive preferred rates on all materials at a 12% discount
- MMC Mechanical Contractors, Inc. will invoice Purchaser for all materials delivered and for all work performed onsite & off-site. Purchaser agrees to pay MMC Contractors the amount invoiced within 30-days of its issuance.

Lead Service Representatives

- Brian Pleskach Lincoln Service Manager
- Logan Eisenbarth Lincoln HVAC Technician
- Alex Hansen Lincoln HVAC/Plumbing Technician
- Beth Reed Lincoln Service Dispatch

Upon execution of the Maintenance Agreement, the above rates shall be applicable in conjunction with the Terms of the Mechanical Systems Agreement.

Sincerely,

Jayne Woods
Service Sales

**WEeping WATER PUBLIC SChOOLS
MASTER AGREEMENT
2023-2024**

The Weeping Water Board of Education and the teaching staff recognize that the development of a quality educational program for the children attending the public schools of District #22 is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The public officials and the teaching staff enter into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community.

ARTICLE I

The Board recognizes the Weeping Water Education Association as the exclusive collective bargaining unit for the certificated teaching staff for the period of this Agreement.

ACTICLE II

1. **Salary Schedule** - base pay is set at \$38,400 for the 2023-24 school year.
 - a. The salary of each teacher covered by this Agreement is set forth in the Schedule attached hereto and made a part hereof. Such Salary Schedule shall remain in effect during the designated periods. Placement on vertical steps (experience) on the salary schedule for first time certificated will be at the discretion of the administration, with approval of the Board of Education.
 - b. Unless a teacher has misrepresented his or her qualifications, initial placement on the Salary Schedule by the School Board will be final. Subsequent movement on the Salary Schedule shall be computed, using those college hours accepted by the superintendent at the time of initial placement as the basis for future movement. Hours earned beyond the Bachelors' Degree must be graduate hours. The only exceptions are undergraduate hours approved in advance by the superintendent because an additional endorsement would benefit the district.
 - c. Movement horizontally beyond the salary lane BA+36/MA requires graduate level courses earned **after the date the master's degree was earned**. Exceptions to the requirement for graduate level courses can be applied for through the administration.
 - d. Movements between columns are predicated on multiples of 9 hours of approved graduate credit. A transcript indicating successful completion of all college hours must be submitted **prior to September 1** of each school year to qualify for credit on the Salary Schedule. Movement within the salary schedule is limited to a maximum of **two columns over and maximum of one step down within a one- year period** (given that the required college hours are completed to move over 2 columns at once).
 - e. The highest salary in each column is computed as a multiple of the base salary using the following multiples:

BA	1.24	BA+36/MA	1.64
BA+9	1.28	MA+9	1.72
BA+18	1.40	MA+18	1.76
BA+27	1.52	MA+27	1.84

2. Extra-Curricular

Standard duties-sponsorship of activities may be assigned at a percent of the Salary Schedule base as listed on attached page.

Remuneration to teachers for sales at extra-curricular activities.

- A written policy concerning sales procedures, use of passes, and specific duties shall be provided by the Athletic Director to each faculty member.
- Assignment of staff for ticket sales at extra-curricular activities shall be the amount of nights needed, distributed equitably, not to exceed five nights per year, only if enough staff members do not volunteer to cover the events.
- Remuneration to staff for assignments at extra-curricular activities, i.e. timekeepers, scorers, line judges, ticket-sellers shall also be at minimum wage.

3. Payment of Salary

Salary payments shall be made in twelve equal installments with the first and ensuing payment dates specified in the individual teacher's contract.

Payroll checks shall be issued on the 20th day of each month. If the 20th falls on a weekend (Saturday or Sunday) teachers shall receive their checks on the preceding Friday.

4. Retirement

Compliance with Federal and State Laws concerning retirement shall be followed in the case of all employees.

5. Substituting for Classroom Teacher

The secondary staff shall receive 15% of the daily substitute pay for substituting during their planning period.

The elementary staff shall receive 8% of the daily substitute pay for keeping their students during a 30-minute PE, Computer, Art, Music, or Library periods, 15% of the daily substitute pay for keeping their students during a 50-minute PE, Computer, Art, Music, or Library periods

Elementary teachers will be compensated by \$70.00/\$35.00 dollars a day or half day when classes are combined due to lack of a substitute being hired.

ARTICLE III

1. Leave: Cumulative and Non-Cumulative

- a. All certificated staff shall be granted ten (10) days Leave-of-Absence (LOA) per year. A maximum of forty-five (45) LOA days can be accumulated. Accumulated LOA days may only be used for reasons relating to an employee or employees' immediate family, birth/adoption of child, illness, accident, or other family emergency.
- b. All days used as leave-of-absence require notification of the administration. In cases of illness, bereavement, and other emergencies, this notification must be as soon as possible.

In all other cases, notification must be given at least three days prior to the day(s) leave is to be taken.

- c. Only days used as leave-of-absence in excess of cumulative limits are subject to approval of administration, except for cases when more employees request leave than there are substitutes available.
- d. Leave used to extend vacation time for any reasons other than personal or family illness, medical reasons, or for bereavement, shall require payment by the staff member for substitute pay for staff members that were required to be on duty, regardless of whether a substitute was actually employed.

2. Leave in Excess of Accumulated Leave

- a. In the event that leave-of-absence exceeds cumulative leave days; salary may be deducted at a rate of one day/total number of contract days (as set by the administration) for each full day in excess of the LOA day accumulation limit.

3. Remuneration of Non-Accumulative Unused Leave

- a. Any staff member having accumulated the maximum of 45 days of unused leave shall receive remuneration of \$45 per day for all current unused leave of their 10-day annual allotment. Payment to individual staff members will be made after July 1^o, and prior to July 21* of each year.
- b. Staff leaving the district, with a minimum of 15 continuous years of service in the district, will receive \$25 per day up to the maximum accumulated number of sick days allowed under the negotiated agreement. Payment will be made in the last payroll check following such resignation/retirement.

4. Leave Record Information

- a. Individual records of accumulated leave shall be kept in forms provided in the Superintendent's office. Each teacher is responsible for information required to properly maintain these records and shall verify their accuracy at least once a year. Employees' cumulative sick leave shall be credited with any unused portion as of July 20" of each school year.

ARTICLE IV

1. Duties of Employees

All school personnel are expected to be on duty for the hours as stated in the personnel handbook for the current year or through written agreement with the Administration and/or Board of Education.

2. Responsibilities of Employees

Teachers shall be on duty at their regularly assigned responsibilities each school day unless otherwise excused. In addition, teachers may be assigned responsibilities at other hours by the Superintendent or Principals for supervising or directing school activities at or away from school on as equitable a basis as possible.

ARTICLE V

1. Health and Accident Insurance

- a. During the first year of employment and all years thereafter, the District will provide the full single premium or the full family premium (and family dental coverage) for all full-time teachers who elect to receive the health and dental insurance coverage. The plan shall be the EHA \$1200 deductible/ \$3800 deductible HSA Dual Choice Option / Dental PPO – 100% A, 75% B, 50 C Coverage – Option 2 for the 2023-24 school years.
- b. The period of district contribution to the above plans shall be for twelve (12) months each year the teacher is employed, beginning with the September pay period and ending with the August pay period.

2. Long-Term Disability

The District will provide long-term disability benefits for full-time employees who have been employed by the district for at least 30 calendar days. This plan will provide a monthly benefit of 66.67% of the employee's monthly gross salary and health insurance premiums to a maximum of \$160,000/\$13,333 monthly. This monthly benefit will be coordinated with other benefits the employee may be eligible to receive. The benefit will begin on the 30-calendar day following the date of disability approval.

ARTICLE VI

Definition-A grievance is a claim based upon an event or condition that affects the welfare and/or terms and conditions of employment of a certified staff member, or group of certified staff members and/or the interpretations, meaning or application of any of the policies, rules, or regulation of the school district.

Step 1

The grievance shall be presented orally by the employee to his immediate supervisor.

Step 2

If a satisfactory adjustment of such grievance shall not be reached with three (3) school days thereafter, it may be presented in writing to the immediate supervisor of the grievant who will, within five (5) days thereafter, present a decision in writing to the grievance.

Step 3

If a satisfactory adjustment of such grievance shall not thereby be reached, it may be presented in writing to the Superintendent of Schools or his designated representative who will, within five (5) school days thereafter, present a decision thereon in writing to the grievant.

Step 4

If a satisfactory adjustment of said grievance is not thereby reached, it may be presented in writing to the Board of Education who will hear the grievance within thirty (30) days and will present a written decision to the grievant with ten (10) days following the hearing.

ARTICLE VII

1. **NONDISCRIMINATION**

The Board and Association shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color, religion, sex, disability, or national origin.

2. **SAFETY COMMITTEE**

The Superintendent may appoint members of the staff to serve on the safety committee as appropriate and as required by law.

3. **JOINT PREPARATION AND CONSTRUCTION**

This Negotiated Agreement is the product of a collectively bargained negotiation, and all parties have cooperated in the drafting and preparation of the Agreement. Thus, this Negotiated Agreement should not be construed for or against any party.

4. **MANAGEMENT RIGHTS**

Anything herein to the contrary notwithstanding, the Board, except as is expressly provided in this Agreement, reserves exclusively unto itself all the rights, powers, discretion, authorities, and prerogatives vested in it, whether exercised or not; and nothing herein shall be construed in any manner as constituting a delegation or waiver of any rights, powers, discretion, authority or prerogative so vested in the Board its designees.

5. **WAIVER OF BARGAINING RIGHTS AND AMENDMENT TO AGREEMENT**

During the negotiations resulting in this Agreement, the District and the Association each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which any state or federal law imposes an obligation to bargain, including but not necessarily limited to, the Industrial Relations Act (NEB. REV. STAT. §§ 48-801 through 48-839). Except as specifically set forth elsewhere in this Agreement, the District expressly waives its right to require the Association to negotiate, and the Association expressly waives its right to require the District to negotiate over all matter as to which state or federal law imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the District and the Association during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the District or the Association at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and agreement of the District and the Association, after the exercise of the right and opportunity referred to in the first sentence of this section, and finally determines all matters of collective bargaining for its terms. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the District and the Association.

ARTICLE VIII

Weeping Water Public Schools Teacher Educational Tuition Reimbursement Program

Establishment of Tuition Reimbursement Program. A total of up to \$10,000 may be available for educational credits for employee subject to this Agreement on the terms outlined below. Priority is given

to 1) employees completing an endorsement in areas of need for the district, 2) credit hours that will enable the district to offer dual credit courses, 3) then employees on a first come-first serve basis.

Definitions. For the purpose of defining the terms of this provision, the following definitions will apply:

- “district” will refer to Weeping Water Public Schools.
- “teacher” means any certified employee who is regularly employed for the instruction of pupils in the public schools;
- “teach” means and includes, but is not limited to, the following responsibilities: (a) The organization and management of the classroom or the physical area in which the learning experiences of pupils take place; (b) the assessment and diagnosis of the individual educational needs of the pupils; (c) the planning, selecting, organizing, prescribing, and directing of the learning experiences of pupils; (d) the planning of teaching strategies and the selection of available materials and equipment to be used; and (e) the evaluation and reporting of student progress;
- “administrator” will refer to the district employee whose title and function includes superintendent or principal;
- “administration” will refer to the collective set of district administrators;
- “college course” will refer to classwork culminating in an end-of-term grade that is not deemed as an audit or pass/fail at an accredited post-secondary education institution;

Purpose. This benefit is made available to the teachers employed by the district to provide financial relief for a teacher to pursue educational enhancement that returns benefit to the district.

Other Program Restrictions. No administration courses will qualify. Reimbursements are for tuition costs from Nebraska institutions only. Reimbursement will not be provided for the costs of textbooks, travel, or any other non-tuition expense.

There is no maximum reimbursement per person, but employees eligible for the Program may be assessed taxable income in accordance with the then-current IRS regulations, including any required deductions and withholdings as required by law.

Qualifications. College courses that are eligible for the benefit must either be (a) in, relating to, or a prerequisite for college courses, specific to the subject area or subject matter the teacher is teaching in the district; or (b) in, relating to, or a prerequisite for college courses, specific to a new endorsed instructional area that is pre-approved by the administration. College courses in administration, unless specifically required for reference material, resource management or student guidance, will not be covered by this benefit.

Procedure. The teacher will notify the administration prior to registering for a college course of their interest in taking a particular college course or courses. The teacher will provide the administration with the estimated tuition costs associated with the course or courses, and the administration will provide back to the teacher the availability of the reimbursement budget for covering the college course or courses.

The teacher can then register for the college course and provide the administration with a copy of a successful registration to the college course. This will set the date to give “first come, first served” priority in providing reimbursement.

The teacher will complete the course, and when the grades for the college course are made available, the teacher will supply an official report of the grade achieved along with a receipt or other proof of the

amount the teacher paid to take the college course, to the administration. The district will reimburse the teacher within 30 days of receiving the verification of attaining at least a "C" in the college course and proof that the teacher had paid for the college course.

**** This is a fringe benefit not subject to retirement****

**ARTICLE IX
DOCUMENT AUTHORIZATION**

The terms of this Negotiated Agreement shall remain in full force and effect from year to year until they are superseded by an agreement of the parties or by an order of the Commission of Industrial Relations.

Weeping Water Education Association

By _____
Chief Negotiator

Date _____

Board of Education, School District #22

By _____
President, Board of Education

Date _____

Weeping Water Public Schools Extra Duty Salary Schedule 2023/24

EXTRA-DUTY 2023/24

Base \$38,400

	20%	22%	22%
COACHING & SPONSORS	(1 - 2 YRS)	(3 - 4 YRS)	(5 - 6 YRS)
Activities Director	20%	22%	22%
Head Football	13%	14%	15%
Head Volleyball	13%	14%	15%
Head Cross County	7%	8%	9%
Head Boys Basketball	13%	14%	15%
Head Girls Basketball	13%	14%	15%
Head Wrestling	13%	14%	15%
Head Track	13%	14%	15%
Head Softball (no co-op)	13%	14%	15%
Co-Head Softball Coach (co-op situation)	9%	10%	11%
Co-Head Baseball Coach (co-op situation)	9%	10%	11%
Head Cheerleading	7%	8%	9%
add 2% if the sponsor has stunting certification			
add 2% if the team <u>prepares</u> and attends the State			
Assistant Football	8%	9%	10%
Assistant Volleyball	8%	9%	10%
Assistant Cross County	3%	4%	5%
Assistant Boys Basketball	8%	9%	10%
Assistant Girls Basketball	8%	9%	10%
Assistant Wrestling	8%	9%	10%
Assistant Track ** (Also assist with JH Track)	7%	8%	9%
Assistant Softball (no co-op)	8%	9%	10%
Assistant Softball (co-op situation - *if needed)	6%	7%	8%
Assistant Baseball (co-op situation - *if needed)	6%	7%	8%
Head J.H. Football	4%	5%	6%
Head J.H. Volleyball	4%	5%	6%
Head J.H. Boys Basketball	4%	5%	6%
Head J.H. Girls Basketball	4%	5%	6%
Head J.H. Wrestling	4%	5%	6%
Assistant J.H. Football	3%	4%	5%
Assistant J.H. Volleyball	3%	4%	5%
Assistant J.H. Boys Basketball	3%	4%	5%
Assistant J.H. Girls Basketball	3%	4%	5%
Assistant J.H. Wrestling* If Needed	3%	4%	5%
Instrumental Music	8%	9%	10%
Vocal Music	8%	9%	10%
Musical Play/All School Play	4%	5%	6%
Assistant Musical Play/All School Play / Musical Theatrical Asst.	2%	3%	4%
Concessions Sponsor	6%	7%	8%
Concessions Assistant	3%		
Speech Sponsor	5%	6%	7%
Drama Sponsor	5%	6%	7%
Annual Sponsor	4%	5%	6%
Senior Class Sponsor	3%	3.5%	4%
Junior Class Sponsor	4%	4.5%	5%
Sophomore Class Sponsor	0.5%		
Freshman Class Sponsor	0.5%		
FBLA Sponsor	4%	5%	6%

FCCLA / HOSA Sponsor	4%	5%	6%
Student Council Sponsor	2%	3%	4%
Nat'l Honor Society Co-Sponsors	1%	2%	3%
Mock Trial Sponsor*	3%	4%	5%
Computer Coordinator	3%	4%	5%
Elementary S.A.T.	3%	4%	5%
High School S.A.T.	1%	2%	3%
Skills U.S.A. / FFA Sponsor	5%	6%	7%
Weight Room Sponsors= \$15 per session for 7 sessions a week, for 10 weeks.			

Committee assignments (non leadership role) = \$50 per committee per year

Committee assignment (leadership role) = \$100 per committee per year

*To be assigned ONLY when needed.

February 4, 2023

Dear Mr. Reiman and the Weeping Water Board of Education:

After much contemplation and discussion with my family, I have decided to resign as the elementary principal at Weeping Water Public Schools. To say it has been an honor to serve as the elementary principal here would be an understatement. I could not have asked for a better school district to start my administration journey. This was a very difficult decision to make on my part. The past four years have been professionally and personally some of the most rewarding years of my life.

I would like to take this opportunity to express my sincere appreciation to the Board of Education and Mr. Reiman for their vision, direction, and support for the learning achievement of the students of Weeping Water Public Schools and the professional development of the staff. My time here has been both rewarding and challenging. The Board of Education, administrative team and the staff, both certified and classified, plus the students, have always risen to the challenges to make Weeping Water Public Schools an exemplary school. I have had the opportunity to work alongside many talented and dedicated educators and support staff. The patrons of the district have supported our endeavors which has allowed us to be known as a progressive school district as of lately.

I have mixed emotions in turning in my resignation as the elementary principal. I absolutely love my job, love the people I work with, and love each and every kid here. There is nothing better than watching students and teachers learning and growing every day to be the best they can be. This decision is based on what is best for me and my family. This past year I have realized just how important it is to spend as much time with our children and families as possible. One never knows what the future holds for us. My life has been greatly enriched by the relationships I have formed at Weeping Water Public Schools. I will always be grateful for the friendships both professionally and personally I have made along the way and the wonderful memories I take with me. I would like to thank you for the many opportunities you have provided me and for all of the trust and support you have shown me. I wouldn't be who I am today without you. How lucky am I to have something that makes saying goodbye so hard?!

In closing, I assure you that I will continue to work diligently in completing my responsibilities and will help make the transition as smooth as possible for the next principal. I will continue to provide my full expertise, dedication, and commitment through the end of my contract. These past four years we have established a stronger and more solid foundation for the great things to come, and I am so very proud to have played a role in this effort. I wish Weeping Water Public Schools continued success in its future endeavors.

Thank you again for allowing me the opportunity to serve, learn, and grow here. My appreciation is sincere for all you do. It has been an honor being a Weeping Water Indian!

Educationally Yours,

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

Bristol Wenzl, M.Ed