

Board of Education Special Meeting  
Tuesday, March 21, 2023 5:00 PM  
Conference Room  
802 Highland Street  
Wakefield, NE 68784

1. Opening Procedures
  - 1.1. Call to Order
  - 1.2. Open Meetings Act
  - 1.3. Roll Call
2. Approval of Agenda
3. Discussion and Action Items
  - 3.1. Hold for discussion and take appropriate action on an administrative recommendation to approve an initial employment contract for Jennifer Trenhaile.  
Farup
  - 3.2. Hold for discussion, consideration, and appropriate action a letter of resignation from Deb Nicholson  
Farup
  - 3.3. Review, consider, and take all necessary action to:
    1. Adopt a resolution selecting the construction management at risk contract delivery system;
    2. Designate members of the Construction Manager at Risk Selection Committee;
    3. Refer all construction manager at risk proposals to the Construction Manager at Risk Selection Committee;
    4. Authorize the administration to create and publish a Notice of Request for Proposals and to create the Request for Proposals and Proposal Instructions; and
    5. Take any other action deemed necessary or appropriate regarding selecting the construction management at-risk contract delivery system or required by the Political Subdivisions Construction Alternatives Act.
  - 3.4.  
Farup
  - 3.5. Hold for discussion and take appropriate action on a recommendation by the Superintendent to approve a Municipal Advisor Services Agreement between Wakefield Community Schools and First National Capital Markets, Inc.
  - 3.6.  
Farup

3.7. Hold for discussion and take appropriate action on a recommendation by the Superintendent to approve a Services Agreement between Wakefield Community Schools and PowerSchool Group for online registration and form collection.

3.8.

Farup

3.9. Hold for consideration, discussion, and appropriate action on a recommendation of the Superintendent to approve a bid from Riverside Technologies, Inc. for external door access and security system components.

Farup

4. Adjournment

**Jennifer A. Trenhaile**  
103 12th Street  
Wakefield, Nebraska 68784  
Phone: (402) 369-1012 (cell)  
E-mail: [bjtren@abbnebraska.com](mailto:bjtren@abbnebraska.com)

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**EDUCATION**

**Bachelor of Fine Arts in Education;** May 1990  
Wayne State College, Wayne, Nebraska  
\*Certification: K-12 Vocal and Instrumental Music

**Master of Science in Education;** May 2006  
Wayne State College, Wayne, Nebraska  
\*Certification: Curriculum and Instruction

**TEACHING  
EXPERIENCE**

**Vocal Music Teacher,** Grades Preschool-12  
**Instrumental Music Teacher,** Grades 5-12  
Emerson-Hubbard Community Schools, Emerson, Nebraska  
2000-present

Additional Duties:

Pep Band - Present  
Head Girls Golf - Present  
Child Development/Independent Living Course Instructor - Present  
Middle School STEAM Teacher - 2019-2022  
7th/8th Grade Art Instructor 2014-2017  
Co-Sponsor of Junior Class - including coordinating Prom 2015-2019

Leadership:

Lead a faculty training during school inservice on Google Docs.  
Lead a faculty training during multi-school inservice on Canva.

Honors:

2019 UNL Teacher Honoree  
NSEA 2018 Community Service Award

**Elementary Music Teacher,** Grades 1-6  
St. John's Elementary School, Petersburg, Nebraska  
1998-1999

Additional Duties:

Secretary to Head Teacher  
Librarian

**Vocal Music Teacher,** Grades 7-12  
Pope John XXIII Central Catholic High School, Elgin, Nebraska  
1996-1998

Additional Duties;

Co-Director of School Musical

**TEACHING  
EXPERIENCE Cont.**

**Instrumental Music Teacher**, Grades 5-12  
**Elementary Music Teacher**, Grades K-3  
Neligh-Oakdale Public Schools, Neligh, Nebraska  
1990-1993

**Additional Duties:**

Co-Director of School Musical  
Pep Band  
Eighth Grade Class Sponsor

**PROFESSIONAL  
ORGANIZATIONS**

Nebraska State Bandmasters Association (NSBA)  
Music Educators National Conference (NMEA)  
Nebraska State Education Association (NSEA)  
Emerson-Hubbard Education Association (E-HEA):  
Served as President, Secretary, and Head Negotiator

**VOLUNTEER  
WORK**

**Emerson Betterment Committee**

\*Co-Coordinator for Emerson's Tri-County Days Festival  
\*President of the Emerson Betterment Committee 2016-2017  
\*Treasurer of the Emerson Betterment Committee 2017-2020

**St. Paul and St. Luke Lutheran Church**

\*Trumpeter for special services  
\*Youth group volunteer helper  
\*Bible School Director  
\*Lector

**Salem Lutheran Church**

\*Trumpeter for special services  
\*Member of church choir

**REFERENCES**

Chris Blohm; Middle School/High School Principal  
Emerson-Hubbard Community Schools  
PO Box 9  
Emerson, NE 68733  
(402) 695-2636

Dustin Nielsen; Elementary School Principal  
Emerson-Hubbard Community Schools  
PO Box 9  
Emerson, NE 68733  
(402) 695-2654

Lindsey Burbach; Superintendent  
Lyons-Decatur High School  
400 South 5th  
Lyons, NE 68038  
(402) 687-2363

March 17, 2023

Dear Board of Education and Mr. Farup,

Please accept this as my letter of retirement effective at the end of the 2022-23 school year.

Thank you for the opportunity to share my love of music with students for the past 18 years. I will miss the students and staff at Wakefield.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Debra K. Nicholson". The signature is written in a cursive style with a large, prominent "D" at the beginning.

Debra K. Nicholson

Wakefield Elementary Music Instructor

KAREN A. HAASE *NE, SD, IA, WY*  
STEVE WILLIAMS *NE, SD*  
BOBBY TRUHE *NE, SD*  
COADY H. PRUETT *NE, CO, SD*



JORDAN JOHNSON *NE, WY*  
TYLER COVERDALE *SD*  
SARA HENTO *SD, NE*  
SHARI RUSSELL, Paralegal

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## M E M O R A N D U M

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To: Superintendent Matt Farup and the Wakefield Community Schools Board of Education

FROM: Steve Williams

DATE: March 3, 2023

RE: Construction Management at Risk Method of Construction

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I am writing this memorandum to explain the steps that a school district must follow to use the construction management at risk construction method under the Nebraska Political Subdivisions Construction Alternatives Act (the "Act") (NEB. REV. STAT. § 13-2901 through § 13-2914). I have attached a copy of the Act.

School districts utilizing the construction manager at risk ("CM@R") method must comply with the procedural requirements of the Act. Under this method, the school district contracts with a construction manager who (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the contract.

The construction manager or CM acts as consultant to the school district in the development and design phases, but as the equivalent of a general contractor during the construction phase. The construction manager is contracted separately from the design team and reports directly to the school district.

CM@R allows the school district to select a fee-based CM based upon qualifications, project approach, and fee structure before the design and bidding documents are completed. The CM then works with the design team to develop and estimate the design. A GMP is submitted to the school by the

301 SOUTH 13TH STREET, SUITE 210  
LINCOLN, NEBRASKA 68508

KSB SCHOOL LAW, PC, LLO  
KSBSCHOOLLAW.COM  
(402) 804-8000  
ATTORNEYS LICENSED IN STATES INDICATED

141 N. MAIN AVENUE, SUITE 504  
SIOUX FALLS, SOUTH DAKOTA 57104

CM. The CM then receives proposals from subcontractors and awards them jobs. The final construction price is the sum of the CM's fees, overhead, contingencies, and the subcontractor's proposals. The school district retains any unused contingency at the end of the project.

The Act requires the school boards to follow specific procedures that are discussed below.

**Step 1: Resolution.** The board must adopt a resolution selecting the construction manager at risk delivery method for that particular project with at least a two-thirds vote. I have included a resolution that includes this action as well as others discussed below.

**Step 2: Policy.** The board must adopt a policy that contains specific procedures the district must follow when using the CM@R method of construction. You have already adopted our recommended CM@R policy.

**Step 3: Request for Proposals.** At least 30 days before the deadline for receiving and opening proposals, the district must (a) prepare and publish a Notice of the Request for Proposals (RFP) for the CM@R contract and (b) file the Notice of the RFP with the Nebraska Department of Education. I have attached my Notice of RFP for publication, the Proposal Instructions, and draft contracts (AIA Document A133 – 2019: Standard Form of Agreement between Owner (and its related documents) and Construction Manager and AIA Document A201 – 2017: General Conditions of the Contract for Construction). Anyone who responds to the RFP should be provided with any specifications and drawings created by the architect, the attached RFP and Proposal Instructions, and the draft contracts (with my suggested changes). It is important that the AIA contracts *with* the suggested changes be included with the RFP and Proposal Instructions and provided to contractors **before** they submit their proposals so that we receive accurate proposals that will allow for an apples-to-apples comparison to the extent possible.

**Step 4: Selection Committee.** The district must each establish a selection committee composed of at least five persons. The district must refer proposals for recommendation to the selection committee. The composition of the committee is controlled by statute, and must include at least one person from each of the following categories:

1. Members of the governing body;
2. Members of the administration or staff of the school;
3. The board's architect or engineer;
4. Any person having special expertise relevant to the selection of a construction manager under the Act; and

5. A district resident other than a person in subparagraphs 1-4.

The person selected in subparagraphs 4 and 5 may not be a person who is employed by the district or who has a financial or other interest in a construction manager who has a proposal being evaluated. The resolution from Step 1 includes a provision for appointing this selection committee.

**Step 5: Evaluation of Proposals by Selection Committee.** The selection committee must evaluate the proposals taking into consideration specified criteria and subject to a maximum percentage of total points for evaluation which may be assigned to each criterion as follows:

1. The financial resources of the construction manager to complete the project (up to 10%);
2. The ability of the proposed personnel of the construction manager to perform (up to 30%);
3. The character, integrity, reputation, judgment, experience, and efficiency of the construction manager (up to 30%);
4. The quality of performance on previous projects (up to 30%);
5. The ability of the construction manager to perform within the time specified (up to 30%);
6. The previous and existing compliance of the construction manager with laws relating to the contract (up to 10%); and
7. Such other information as may be secured having a bearing on the selection (up to 20%).

The percentages listed above must be modified so that they add up to 100%. In your case, this should be done at the time the school board designates the CM@R method for the project or at a later time but before the RFP is published and sent out.

The selection committee then makes a recommendation to the board regarding the proposals. I can provide you with a basic scoring rubric for your use.

**Step 6: Evaluation of Proposals by the Boards.** After receiving the recommendation from the selection committee, the school board is required to:

1. **Evaluate and rank** each proposal using the same criteria as the selection committee, "taking into consideration" the selection committee's recommendation.
2. Attempt to **negotiate a construction management at risk contract** with the highest ranked construction manager and may

enter into a contract after negotiations. These negotiations may include a determination of the manner by which the construction manager selects a subcontractor and may require the any subcontracted work be awarded by competitive bidding. If the board is unable to negotiate a satisfactory contract with the highest ranked construction manager, it may terminate negotiations and begin negotiations with the second ranked construction manager. This process can be repeated with the third ranked construction manager.

3. The board must **file a copy of an executed contract with the Nebraska Department of Education** within 30 days after its full execution. The construction manager must file all contract modifications and change orders within 30 days of completing the project.
4. If the board does not negotiate a satisfactory contract with any of the ranked construction managers, it may modify the request for proposals and **solicit new proposals or cancel** the construction management at risk process.

**Conclusion.** I hope this memorandum is helpful to you and the board in deciding whether to proceed with the construction management at risk method. Of course, I would be happy to assist you in any way if you decide to go forward with the project. Please do not hesitate to contact me with questions or concerns.

### **Attachments**

- Political Subdivisions Construction Alternatives Act
- CM@R Resolution
- CM@R Policy
- Notice of RFP
- RFP and Proposal Instructions
- Contract Documents
  - AIA A133-2019
  - AIA A133-2019 (Exhibit A)
  - AIA A133-2019 (Exhibit B)
  - AIA A201-2017
  - AIA A312-2010
- Agenda Item
- CM@R Proposal Rubric

**RESOLUTION OF THE BOARD OF EDUCATION TO SELECT THE  
CONSTRUCTION MANAGER AT RISK CONTRACT DELIVERY SYSTEM**

WHEREAS, the Board of Education ("Board") of **Wakefield Community Schools** (legally known as **Wayne County School District 90-0560** and referred to herein as the "School District") believes it to be in the School District's best interest to use the construction manager contract delivery system under the Nebraska Political Subdivisions Construction Alternatives Act ("Act") to complete the Renovation and Expansion Project ("Project").

BE IT THEREFORE RESOLVED that the Board hereby adopts the "Construction Management at Risk Contracts" policy.

BE IT THEREFORE RESOLVED that the Board assigns the following maximum percentage of total points for evaluation of proposals:

<b>Criteria</b>	<b>Percentage</b>
Financial resources of the construction manager to complete the project (maximum of 10%)	<b>5</b>
Ability of the proposed personnel of the construction manager to perform (maximum of 30%)	<b>25</b>
Character, integrity, reputation, judgment, experience, and efficiency of the construction manager (maximum of 30%)	<b>25</b>
Quality of performance on previous projects (maximum of 30%)	<b>25</b>
Ability of the construction manager to perform within the time specified (maximum of 30%)	<b>10</b>
Previous and existing compliance of the construction manager with laws relating to the contract (maximum of 10%)	<b>5</b>
Such other information as may be secured having a bearing on the selection (maximum of 20%)	<b>5</b>
<b>Total</b> (must equal 100%)	<b>100</b>

BE IT FURTHER RESOLVED that the Board hereby selects the construction manager at risk contract delivery system to complete the Project.

BE IT FURTHER RESOLVED and directs the School District's administration to prepare a request for proposals and publish notice of the same in a newspaper of general circulation within the School District and file it with the Nebraska Department of Education.

BE IT FURTHER RESOLVED that the Board hereby authorizes, empowers, and directs the School District's administration to take all actions necessary to comply with the terms of the Act in proceeding with the construction manager at risk contract delivery system.

BE IT FURTHER RESOLVED that the following individuals are designated as members of the Construction Manager at Risk Selection Committee:

(1) Member(s) of the school board: Jeff Keagle, Jim Litchfield, Eric Riewer.

(2) Member(s) of the school administration or staff: Matt Farup, Matt Brenn.

(3) The school's architect or engineer: CMBA Architects.

(4) Individual(s) having special expertise relevant to the selection of a construction manager under the Act: Chad Mackling, Joe Brown, Brady Weaver

(5) Residents of the school district other than an individual included in subdivisions (1) through (4):

Mike Mogus  
Ross Hansen  
Andy Vasquez  
Garek Bebee  
Joel McAfee  
Cody McAfee  
Andy Hampl  
Israel Rodrigue  
Fredy Andrade

BE IT FURTHER RESOLVED that all proposals received in response to the request for proposals are hereby referred to the Construction Manager at Risk Selection Committee for ranking.

BE IT FURTHER RESOLVED that the top 3 Construction Managers receiving the highest scores from the Construction Manager at Risk Selection Committee shall be scheduled for interviews with the Board of Education at a school board meeting.

Dated: March 21st, 2023

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President of the Board of Education

ATTEST:

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Secretary of the Board of Education

## CONTRACT FOR MUNICIPAL ADVISORY SERVICES

This Contract for Municipal Advisory Services (together with the attached Exhibits and Work Amendments (as hereinafter defined), this “Contract”) is made and entered into this \_\_\_ of \_\_\_\_\_, 2023 (the “Effective Date”) by and between Wayne County School District 0560 (Wakefield Public Schools) (the “Issuer”) and First National Capital Markets, Inc. (the “Municipal Advisor”).

### RECITALS

WHEREAS, the District plans to consider and possibly authorize (1) the calling of a bond election and, (2) upon approval by the legal voters of the District, issuance of general obligation bonds to fund additions and improvements (Project); and,

WHEREAS, the District desires and is authorized to retain the services of Municipal Advisor in connection with the financial planning for the Project.

1. **Engagement of Municipal Advisor.** Municipal Advisor shall provide financial consulting services to the Issuer (the “Work”) described on separate, subsequent amendments to this Contract, in substantially the form attached hereto as Appendix A and incorporated herein by reference (each, a “Appendix,” and collectively, the “Appendices”). The Issuer and the Municipal Advisor intend and agree that, to the extent the performance of services by the Municipal Advisor under this Contract constitutes municipal advisory activities within the meaning of rule 15Ba1 of the Securities Exchange Act of 1934 or otherwise creates a fiduciary duty of the Municipal Advisor under Section 15B(c)(1) of the Securities and Exchange Act of 1934 or any applicable rule of the Municipal Securities Rulemaking Board (MSRB), such duty does not extend beyond the services to be provided under this Contract, and such duty does not extend to any other contract, agreement, relationship, or understanding of any nature between the Issuer and Municipal Advisor.

2. **Scope of Services.** The Municipal Advisor is hereby engaged by the Issuer as an independent contractor to perform, in accordance with industry best practices and in the best interest of the Issuer, such portions of the Work which may include certain financial consulting services set forth on Appendix B to this Contract (the “Municipal Advisory Services”), which is attached hereto and incorporated herein by reference. The Municipal Advisor shall be compensated pursuant to Section 3 hereto for performing such Municipal Advisory Services. In no event shall the Municipal Advisor be compensated in any way for campaigning for or against the qualification, passage, or defeat of a ballot question.

3. **Compensation.** For services provided, and in connection with its role advising during the planning stages, the Municipal Advisor shall be paid an engagement fee of \$7,500. For services provided, and in connection with the issuance of general obligation bonds, the Municipal Advisor shall be paid a fee equal to the following:

<u>Par Amount</u>	<u>Fee</u>
\$0-\$10,000,000	0.70% of Par
\$10,000,001-\$20,000,000	0.60% of Par
>\$20,000,000	0.50% of Par

The minimum fee for advice related to the issuing of bonds upon a successful election campaign will not be less than \$35,000. Such fee shall be paid at the time of the closing of the bonds in the form of check or by wire from bond proceeds or district funds.

4. **Underwriting.** Except as hereinafter provided, Municipal Advisor covenants and agrees that neither it nor any affiliate of the Municipal Advisor will directly or indirectly act as or on behalf of an underwriter for any municipal securities issued by the Issuer that is directly related to any issuance in which the Municipal Advisor provides Work.

5. **Recommendations.** Prior to any Work being carried out by the Municipal Advisor on behalf of the Issuer, the Municipal Advisor shall not recommend to the Issuer that it enter into any municipal securities transaction or municipal financial product unless the Municipal Advisor has a reasonable basis for believing, based on the information obtained through the reasonable diligence of the Municipal Advisor, that such transaction or product is suitable for the Issuer and is reasonably in the best interest of the Issuer.

6. **Expenses.** Municipal Advisor will be responsible for all of the Municipal Advisor's out-of-pocket expenses, including communication, cost of financial analysis and reports prepared in fulfilling its duties outlines herein. If out-of-state travel is directed by the Issuer, the Issuer will reimburse the Municipal Advisor for those expenses. The Issuer and or the Underwriter will be responsible for the payment of all fees and expenses commonly known as Costs of Issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancements, printing of bonds, printing and distribution of required disclosure documents, trustee fees, payment agent fees, CUSIP registration, and the like.

7. **Term of Contract.** The term of this contract shall be for a period beginning \_\_\_\_\_, 2023, and continuing through the occurrence of one of the following events, whichever occurs first in time:

a. Upon thirty (30) days written notice by either party hereto of a determination to terminate this agreement; provided that following a successful bond election, but prior to the issuance of the bonds, neither the District nor Municipal Advisor may terminate this contract.

b. This agreement will automatically renew for an additional year barring thirty-day notice from either party hereto of the intent to terminate the contract.

8. **Disclosure of Conflicts of Interest and Disciplinary Events.** Attached hereto as Appendix C is the Municipal Advisor's Disclosure of Conflicts of Interest. By execution of this Contract, the Issuer acknowledges it has read the attached Appendix C and has asked any questions or sought any clarification about the disclosure, with no further questions about the disclosure.

9. **Statements regarding New Employee Work Eligibility Status & Civil Rights.** Attached hereto as Appendix D the Municipal Advisor affirms its employment practices with respect to the items listed.

10. **Professional Liability Insurance.** Municipal Advisor has and during the term hereof, will maintain the professional liability insurance as shown on Appendix E. Municipal Advisor is not now nor has it ever been subject to any material legal or disciplinary events.

11. **Independent Contractor.** The Municipal Advisor is an independent contractor and nothing herein contained shall constitute or designate the Municipal Advisor or any of its employees or agents as employees or agents of the Issuer.

12. **Assignment.** Neither the Municipal Advisor nor the Issuer shall have the right or power to assign any of its respective rights or delegate any of its respective duties under this Contract, without the express written consent of the other party. Acquisition of the Municipal Advisor, or all individuals duly licensed to serve as Municipal Advisor, by a third party firm shall not constitute an assignment of this Contract.

13. **Entire Contract/Amendments.** This Contract, the Appendices hereto, and any amendments hereto (including any Appendices) which are expressly incorporated herein, constitute the entire Contract between the parties hereto and set forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect. This Contract may not be modified except by a writing executed by both the Municipal Advisor and the Issuer.

14. **Not Liable for Advice of Third Party Municipal Advisors.** Should the Issuer seek advice from third party municipal advisors, bankers or legal advisors or others providing guidance similar in scope or kind to that contemplated herein, the Issuer agrees that the Municipal Advisor shall not be held liable for advice or recommendations made to the Issuer by third party municipal advisors, bankers or legal advisors.

15. **Legal Advice.** The Municipal Advisor is not legal counsel or an accountant and is not providing legal or accounting guidance. None of the Municipal Advisory Services contemplated in this Contract shall be construed as or a substitute for legal services.

16. **Not Liable for Inadvertent Advice.** In the event that the Municipal Advisor inadvertently provides advice to the Issuer, where Municipal Advisor provides advice to a person or entity that is not identified herein as an obligated person, or where Municipal Advisor provides advice to the Issuer but subsequently provides no advice with respect to the transaction identified by the Work, Municipal Advisor will, as promptly as possible, provide to the Issuer, a document which states: (i) Municipal Advisor did not intend to provide said advice and that it has ceased engaging in Municipal Advisory Services with the Issuer, (ii) a notification of the disclosures of the conflicts of interest has not been provided; (iii) Municipal Advisor has, in good faith, undertaken reasonable efforts to identify the advice that was inadvertently provided; and (iv) a request that the Issuer acknowledge receipt of the notification.

17. **Indemnification.** To the extent the Issuer is authorized by law to indemnify the Municipal Advisor, the Issuer shall indemnify and hold harmless the Municipal Advisor, each individual, corporation, partnership, trust, association or other entity controlling the Municipal Advisor, any affiliate of the Municipal Advisor or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon the Issuer's gross negligence or willful acts, errors or omissions in the performance of its obligations under this Contract or any other resolution, document or covenant with respect to the Issuer issued by Issuer as contemplated herein.

To the extent the Municipal Advisor is authorized by law to indemnify the Issuer, the Municipal Advisor will indemnify and hold harmless the Issuer each individual, corporation, partnership, trust, association or other entity controlling the Issuer, any affiliate of the Issuer or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon the Municipal Advisor's gross negligence or willful acts, errors or omissions in the performance of its services under this Contract.

The Issuer acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer respecting these laws shall not constitute a breach by the Municipal Advisor or any of its duties and responsibilities under this Contract.

18. **Notices.** Any written notice or communications required or permitted by this Contract or law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States; mail, first-class postage prepaid, addressed to the Issuer at:

Wayne County SD 0560  
a/k/a Wakefield Public Schools  
802 Highland Street  
Wakefield, Nebraska 68784

Or to the Municipal Advisor at:

First National Capital Markets, Inc.  
Attn: Tobin Buchanan  
2223 2<sup>nd</sup> Avenue  
Kearney, Nebraska 68848

19. **Consent to Jurisdiction: Service of Process.** The parties each hereby (a) submits to the jurisdiction of the District Court of Wayne County, Nebraska sitting in Wayne, Nebraska with respect to any actions and proceedings arising out of or relating to this Contract, (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Contract other than in the District Court of Wayne County, Nebraska sitting in Wayne, Nebraska and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

20. **Counterparts; Severability.** This Contract may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Contract which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms

and provisions of this Contract or affecting the validity or enforceability of any of the terms or provisions of this Contract in any other jurisdiction.

21. **Parties in Interest.** This Contract, including rights to indemnity and contribution hereunder, shall be binding upon and inure solely to the benefit of each party hereto, any Indemnitee and their respective successors, heirs and assigns, and nothing in this Contract, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

22. **General.** The failure of either of the parties to enforce any right or provision under this Contract shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Contract.

The captions in this Contract are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Contract or otherwise affect their construction or effect. When a word or phrase is enclosed in parenthesis and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the "Word")," and thereafter in this Contract, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

22. **Nondiscrimination.** The Municipal Advisor and all subcontractors, if any, 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, conditions, or privileges or employment, because of race, color, religion, sex, disability, or national origin.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written. By the signature of its representative below, (i) each party affirms that it has taken all necessary action to authorize said representative to execute this Contract; and (ii) the Issuer has read the DISCLOSURES OF CONFLICTS OF INTEREST, attached hereto as Exhibit C-1 and C-2, and has asked any questions or sought any clarification about such disclosures, with no further questions about said disclosures.

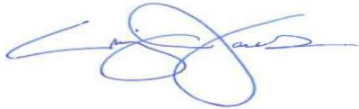
*[Signature Page to Follow]*

Wayne County, Nebraska School District 0560 (Wakefield Public Schools)

By: \_\_\_\_\_

Title: President, Board of Education

First National Capital Markets, Inc.

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line extending to the right.

By: \_\_\_\_\_

Title: Managing Director

APPENDIX TO MUNICIPAL ADVISORY SERVICES CONTRACT

APPENDIX A

This Appendix to Municipal Advisory Services Contract (this "Appendix") is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Wayne County School District 0560, a/k/a Wakefield Public Schools (the "District"), and First National Capital Markets, Inc. (the "Municipal Advisor").

RECITALS

WHEREAS, the District and Municipal Advisor entered into a Municipal Advisory Services Contract dated as \_\_\_\_\_, 2023 (the "Contract"); and

WHEREAS, the District desires to amend the Contract to include the Work as hereinafter defined; and

WHEREAS, the District desires to engage Municipal Advisor to render services with respect to the Work. The following Work is included in the scope of services to be provided under the Contract:

- Financial planning and guidance with respect to the District's Proposed Bond Issue referendum and any related or unrelated debt issuance for expansion or improvement of the District's facilities.

The Issuer hereby acknowledges that prior to the execution of this Appendix, Municipal Advisor has discussed with the Issuer (i) the Municipal Advisor's evaluation of the material risks, potential benefits, structure, and other characteristics of the recommended municipal securities transaction or municipal financial product; (ii) the basis upon which the Municipal Advisor reasonably believes that the recommended municipal securities transaction or municipal financial product is suitable for the District; and (iii) whether the Municipal Advisor has investigated or considered other reasonably feasible alternatives to the recommended municipal securities transaction or municipal financial product that might also or alternatively serve the Issuer's objectives.

This Appendix forms part of, is subject to, and incorporated into the above-referenced Contract.

IN WITNESS WHEREOF, the parties have executed this Appendix to Municipal Advisory Services Contract on the date first above written. By the signature of its representative below, (i) each party affirms it has taken all necessary action to authorize said representative to execute this Appendix; and (ii) the District has read the DISCLOSURES OF CONFLICTS OF INTEREST, attached to the Contract as Appendix C, and has asked any questions or sought any clarification about such disclosures, with no further questions about said disclosures.

<p>Wayne County District 0560, a/k/a Wakefield Public Schools</p>  <p>By: _____  Title: _____  Name: _____</p>	<p>First National Capital Markets, Inc.</p>   <p>By: _____  Title: Managing Director  Name: Craig Jones</p>
--	--

## MUNICIPAL ADVISORY SERVICES

### APPENDIX B

The Municipal Advisory Service to be provided include all duties and services necessary or advisable to facilitate the issuance of bonds and other obligations, including, but not limited to:

A. PRE-BOND ISSUE ELECTION SERVICES: The Municipal Advisor shall provide the following services prior to the election held regarding the issuance of bonds to fund the Project:

- The provision of a fiscal analysis for the financing of the Project through the issuance of general obligation bonds supported by ad valorem taxes.
- Assistance along with the design and construction consultants for the Project to determine the financial cost and dollar amount requested to be submitted to the legal voters at a bond election call be the Board of Education of the District.
- Work with the staff and Board of Education to develop and recommend a bond election factual information program and a financing plan deemed to be acceptable by the school district. In no event shall the election factual information program campaign for or against the qualification, passage, or defeat of a ballot question. The Municipal Advisor is only authorized to assist with or disseminate factual information on the effects of a ballot question so long as that information does not urge a vote for or against the ballot question.
- Appear as the District's financial advisor at Board of Education or public meetings to provide factual information with regard to the financing of the proposed construction of the Project.
- Provide factual financial information to any citizen's committee formed regarding the bond issue.
- Assistance in working with the County Clerk(s) or Election Commissioners(s) having jurisdiction over the bond issue ballot election in the calling and conduct of the ballot issue regarding the proposed bond issuance.
- Provide bond issue ballot election services, including assistance in retaining bond counsel to provide legal advice and in the development of the resolution to call the bond issue election, ballot language and the preliminary and final official statements, and attendant documents as required by law in the call of and conduct of an election of the ballot issue.

B. POST-BOND ISSUE ELECTION SERVICES: Should the bond issuance for the Project be approved by the legal voters of the Issuer, the Municipal Advisor shall provide the following services regarding the issuance of bonds to fund the Project:

- Provide recommendations regarding the timing, structure, conditions and form of debt issuance, including evaluation of bond insurance costs.
- If a competitive sale is selected, assist in the preparation of bids, formation of bidding syndicates and review of the bids received.

- If a negotiated sale is selected, advise the issuer concerning the number of qualifications of the managing underwriters and their compensation level, market trends, and interest rates proposed by the managing underwriters at the point of entry to the market.
- Assist in the preparation of information for rating agency presentations, schedule and assist in the presentations, and act as a liaison with the agencies, providing information as needed to maintain and improve the Issuer's ratings.
- Coordinate and prepare Preliminary and Final Official Statements, and other financing documents, including arranging for printing, mailing, and online posting for prospective investors.
- Advise the Issuer concerning the need for credit enhancement and assist in the procurement and negotiation of related agreements.
- Monitor and control fees and expenses incurred in connection with the issuance of bonds.
- Coordinate electronic bid verifications and recommend acceptance or rejection of bids. Evaluate bids relative to the market and other comparable securities.
- Assist in working with the County Clerk and staff and County Election Commissioner and staff having jurisdiction over the election in the calling and conduct of the ballot issue regarding the issuance of the bonds.
- Assist in closing details and post-closing duties, including ensuring compliance with compliance with continuing disclosure filing requirements and providing a post transaction summary report.
- Prepare post sale analysis describing the results of the sale in comparison with other financings in the market.
- Maintain debt service records on all outstanding Issuer debt.
- Monitor and advise the Issuer on refunding opportunities and other financial products that would benefit the Issuer.
- Assist in the development and evaluation of requests for proposals and other bidding documents for various services, including procurement of bond insurance and letter of credit.
- Attend meetings to present recommendations and analysis and otherwise participate in the financings to assure that the structure, purpose terms and costs of the issue are consistent with the Issuer's best interests and industry practices.
- Bring forward any actual or potential problems that the Municipal Advisor may identify and provide recommendations regarding their solutions.
- Prepare written or oral analyses of unsolicited proposals from investment bankers.
- Review and analyze implications for the Issuer of proposed changes to federal, state and local tax and finance laws.

- Prepare brief financial studies and reports, including current interest rate structures based on the Issuer's credit rating, relating to potential financings, outstanding financings or funding alternatives for new projects.
- Facilitate a competitive process for the investment of bond proceeds (may require additional fees).

## DISCLOSURE OF CONFLICTS OF INTEREST

### EXHIBIT C

Forms of Compensation; Potential Conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternative that may result in the cancellation of the financing or other transaction.

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issues or modify the derivative for the purpose of increasing the advisor's compensation.

Compensation-Based Conflicts. The fees due under this Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to the Issuer, or to advise the Issuer to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described herein.

Other Municipal Advisor or Underwriting Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Issuer. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Issuer under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer

that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other

engagements or relationships would impair Municipal Advisor's ability to fulfill its regulatory duties to the Issuer.

**Affiliate Relationships.** FNCM and its affiliates comprise a securities firm and a commercial bank engaged in securities trading and brokerage activities, as well as providing investment banking, asset management, financing, financial advisory services and other commercial and investment banking products and service to a wide range of corporations and individuals. In addition, FNCM and its affiliates may currently have and may in the future have investment and commercial banking, trust, and other relationships with parties that may relate to assets of, or be involved in the issuance of securities and/or instruments by, the issuer and its affiliates. In the ordinary course of their respective businesses, FNCM and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Issuer and its affiliates for which they received or will receive customary fees and expenses. Under certain circumstances, FNCM and its affiliates may have certain creditor and/or other rights against the Issuer and its affiliates in connection with such transactions and/or services.

**Refunded Bonds.** In the event that the Issuer intends to use a portion of the proceeds from the issuance of the Bonds to refund certain of the Issuer's outstanding securities ("Refunded Bonds"). To the extent that FNCM or an affiliate thereof owns Refunded Bonds, FNCM or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.

**Disciplinary Events.** The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by Municipal Advisor with the SEC is \_\_\_\_\_, which change consists of \_\_\_\_\_.

**How to Access Form MA and Form MA-I Filings.** Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001146119>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Municipal Advisor's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Municipal Advisor's CRD number is 115920.

## STATEMENTS REGARDING NEW EMPLOYEE WORK ELIGIBILITY STATUS & CIVIL RIGHTS

### APPENDIX D

**New Employee Work Eligibility Status.** Municipal Advisor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

**Civil Rights.** Municipal Advisor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88352) and all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color of national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Issuer receives federal financial assistance from the department; and hereby gives assurance that all measures necessary to immediately effectuate this agreement will be taken. Municipal Advisor further agrees to comply with all other applicable requirements of state and local laws, ordinances and regulations regarding non-discrimination in employment.

PROFESSIONAL LIABILITY INSURANCE

APPENDIX E

# Enrollment Express

ONLINE ENROLLMENT—INSIDE  
YOUR POWERSCHOOL SIS



Modernize student enrollment to help save time for staff and parents, reduce hard costs, and improve data accuracy during registration season. PowerSchool Enrollment Express provides a complete registration process for new and returning students that focuses on integration and flexibility, right from within your PowerSchool SIS.



## Cut Costs and Save Time

Free up administrators from excessive **data entry** so they can refocus their time on other critical projects. Eliminate unnecessary printing and mailing costs from your budget.



## Get the Information You Need

With unlimited **form-editing capabilities**, you can easily add new questions to ensure your registration forms collect all necessary school and district-specific information.



## Make it Easier for Families

Move the registration process online, right from within the **PowerSchool SIS Parent Portal**. With an intuitive interface, families complete the enrollment or annual information update process 100% online right from their homes. Remove language barriers, make the process fair and simple, and allow for document upload right to the online portal.



## Increase Student Safety

Ensure your staff has the most up-to-date information when it matters most. **Families can easily provide accurate safety information**, like medical conditions and emergency contacts.



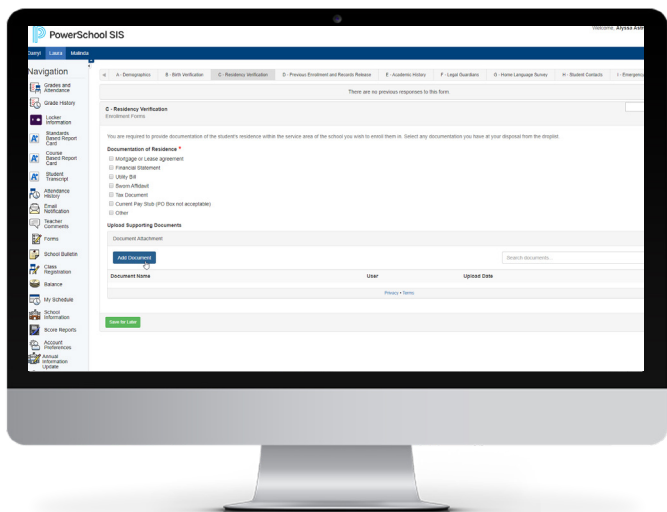
## Improve School-Wide Resource Management

Get the vital information you need before the school year starts. With accurate enrollment numbers, make appropriate staffing decisions for class sizes, student learning, and medical needs.

“As students and parents fill out the form, my staff sees the results right away. They don't have to wait for some integration to bring us over for something additional to happen. Parents can see where they are in the process, so if there's something missing it's very clear for them to see.”

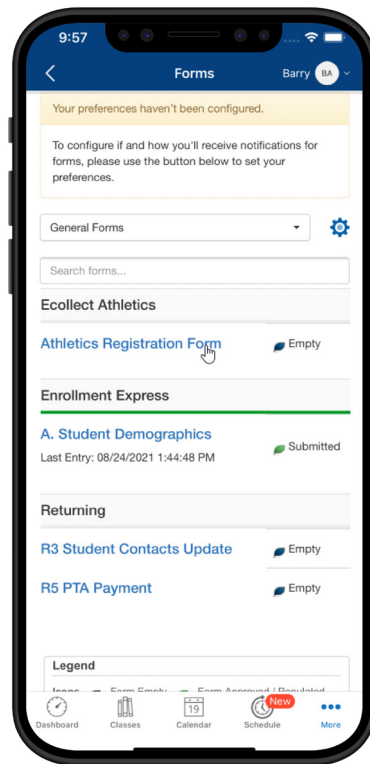
**BEN HAENSEL**

IT Support Specialist, BlueSky Online Charter School, MN



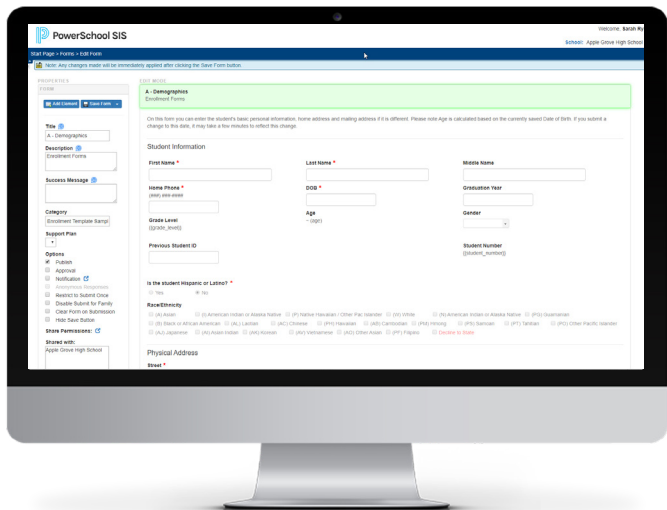
## Registration

Our lightweight platform, built right inside the PowerSchool SIS, simplifies the registration process for new and returning students.



## Mobile Access

Improve families' experience and response rates for schools and districts by allowing parents to access and complete forms through their PowerSchool Mobile App.



## Self-service

Have full control over all your online enrollment forms with unlimited form editing capabilities, including connecting form fields to existing data fields in real time in PowerSchool SIS for seamless integration.

## Fee Payment

Collect both mandatory and optional fees online for a variety of activities throughout the year. Funds are deposited directly into your school or district's bank account as soon as each transaction settles.

## Comprehensive reporting

Direct SIS integration makes it easy to search and generate custom online reports to monitor the data approval process, family form submission, and more, ensuring complete and accurate enrollment information.

Visit [www.PowerSchool.com](http://www.PowerSchool.com) or call 1-877-873-1550 to learn more.



# Ecollect Forms

DIGITIZE FORMS TO  
IMPROVE DATA COLLECTION



**Built right within PowerSchool SIS**, PowerSchool Ecollect Forms allows you to move all your data collection needs online so you can get the accurate insights you need to meet your goals.



## Cut Costs and Save Time

Free up administrators from excessive **data entry** so they can refocus their time on critical projects. Eliminate unnecessary printing and mailing costs from your budget.



## Meet Your Goals More Easily

Better data collection creates better **data reporting**. Track your progress with simple one-click reports so you can always know of needed improvements.



## Ensure Data Security

With school and district forms in a secure, electronic format, you can **reduce risks associated with physical paper exchange and tracking**, while monitoring effectiveness and accessibility of your initiatives.



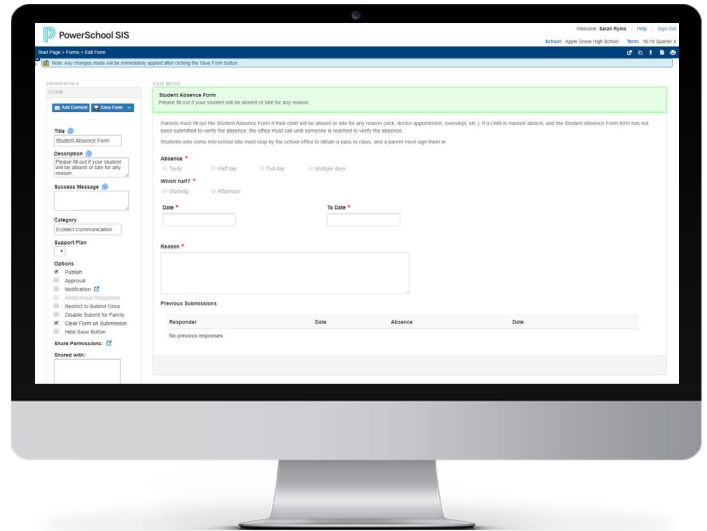
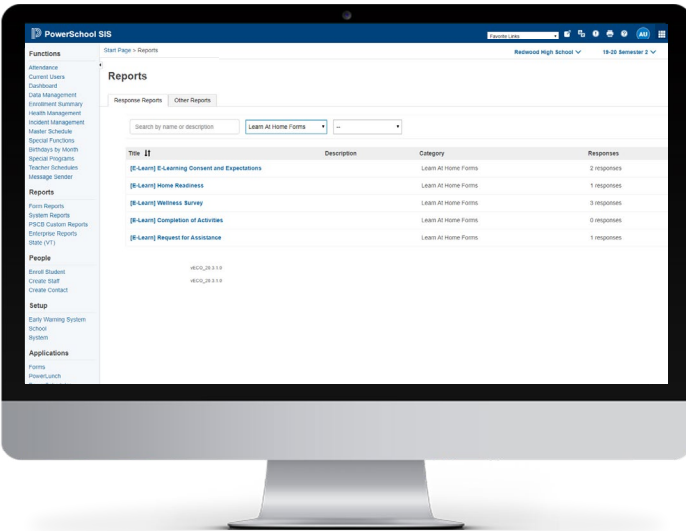
## Improve Engagement

Families, administrators, and teachers can access the forms right from within the SIS portal they're used to, **making it easy to collect data from your school community**.

“Ecollect [Forms] allows me to create forms and surveys to fit any need within our district and to customize the reporting piece to individual requests at any moment in time.”

**MARCI EAGEN**

Accountability & Special Projects Coordinator,  
Lee County School District, NC



## Reporting

With direct SIS integration, it's easy to search and generate custom reports to monitor progress of administrators' workflows, form submission, and more. Accurate data means accurate reports so you can meet your goals.

## Template Library

There's no need to start from scratch. Save time by choosing from a library of form templates designed with best practices and vetted by fellow educators. Templates include field trip requests, permission slips, device use agreements, parent climate surveys, athletics registration, and many more!

## Fee Payment

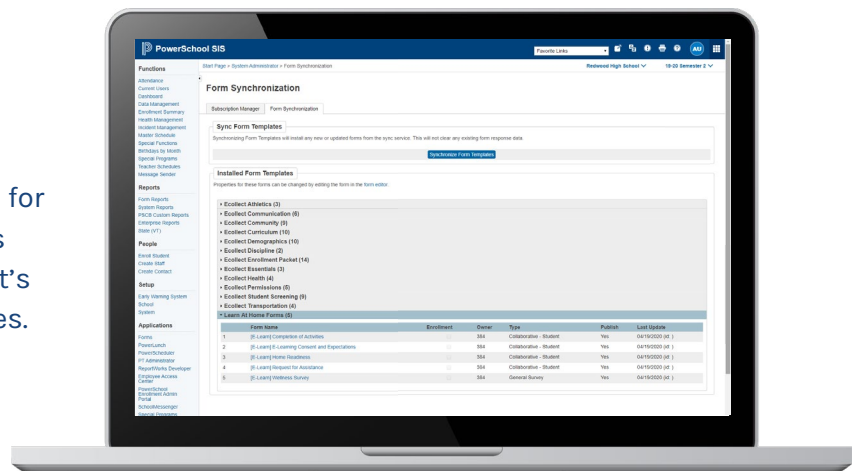
Collect both mandatory and optional fees online for a variety of activities throughout the year. Funds are deposited directly into your school or district's bank account as soon as each transaction settles.

## Self-Service

Gain full control over all your forms with unlimited form building, editing, and sharing capabilities, including connecting form fields to your existing data fields in real time in PowerSchool SIS for seamless integration.

## Mobile Access

Improve families' experience and response rates for schools and districts by allowing parents to access and complete forms through their PowerSchool Mobile App.



Learn how you can make the move to online data collection.

Visit [www.PowerSchool.com](http://www.PowerSchool.com) or call 1-877-873-1550 to learn more.

# Professional Development Plus (PD+) Training



Break through the barriers to quality professional development with PD+ Training. Unlock the full potential of your PowerSchool solutions with best-in-class, professional training offered in convenient, flexible, and engaging formats.



## Time to Learn

Users can choose to learn when it fits into their busy schedules. An extensive library of self-paced courses and video tutorials are available online 24/7.



## Personalized Learning

Users can follow role-based learning paths to find a collection of PD+ training recommended for their job role. And since learning paths define the sequence of the courses and videos, there's no guesswork involved.



## Engaging Formats

No PowerPoints! Embedded instructional activities help cement learning. Rich graphics illustrate important concepts. Formative assessments provide immediate feedback within the course.



## Cost Effective

Cuts to education funding have resulted in tight budgets for quality professional development. For one low annual fee, PD+ Training offers all users in your district unlimited access to our high-quality resources.



## Ongoing Training

PD+ Training is the perfect solution for addressing ongoing training needs—whether it's a new employee who needs to get up to speed, or existing employees who need refresher courses for seasonal activities.



Training is a **Scalable** and efficient **Online** training solution



to effectively reach **All District Users**

As a Professional Development Plus (PD+) subscriber, all users in your district will have unlimited access to an extensive online library of self-paced courses and video tutorials, along with the opportunity to follow role-based learning paths designed to give you the solutions-focused training you need to best use your PowerSchool product.

### Self-Paced Courses

 1 hour long

- Interactive courses include demonstrations, hands-on activities, and assessments
- Leaders can assign courses to staff and use built-in reports to track completed training

### Video Tutorials

 5 min long

- Video tutorials provide quick answers on how to perform a variety of tasks
- Designed for time-pressed users with common PowerSchool questions

### Learning Paths

- Collections of PD+ courses and videos recommended for your job role in your school or district
- Designed to ensure that you get the solutions-focused training you need
- Defined sequence of courses and videos takes the guesswork out of building your curriculum

“I like that you can pause it and resume later, where I left off. I don't always have large uninterrupted blocks of time.”

“This course taught me how to navigate through the system to enroll and transfer students. It was very interactive and informative.”

## PD+ Testimonials

“I loved the ‘try it now!’ exercises - as a hands-on learner, that really helped me feel more comfortable with the information.”

For more information about Professional Development Plus (PD+), email us at [training@powerschool.com](mailto:training@powerschool.com), or call (877)873-1550



PowerSchool Group LLC  
 150 Parkshore Dr., Folsom, CA 95630  
 Quote #: Q-772570 - 1  
 Quote Expiration Date: 30-MAR-2023

## Sales Quote - This Is Not An Invoice

Prepared By:	Lucy Carter	Customer Contact:	Matt Farup
Customer Name:	Wakefield Public Schools	Title:	Superintendent
Enrollment:	551	Address:	PO BOX 330
Contract Term:	36 Months	City:	Wakefield
Start Date:	1-APR-2023	State/Province:	Nebraska
End Date:	31-MAR-2026	Zip Code:	68784
		Country:	United States
		Phone #:	4022872012

Product Description	Quantity	Unit	Extended Price
Initial Term 1-APR-2023 - 31-MAR-2024			
<b>License and Subscription Fees</b>			
PowerSchool Enrollment Express	551.00	Students	USD 3,500.00
Enrollment Express One Time Discount	1.00	Each	USD -875.00
PowerSchool Ecollect Forms	551.00	Students	USD 1,500.00
Ecollect One Time Discount	1.00	Each	USD -375.00
License and Subscription Totals:			<b>USD 3,750.00</b>
<b>Professional Services and Setup Fees</b>			
PowerSchool Enrollment Express Guided Implementation	1.00	Each	USD 5,700.00
PowerSchool Ecollect Basic Implementation	1.00	Each	USD 0.00
Enrollment Consultation Remote	4.00	Hours	USD 720.00
Professional Services and Setup Fee Totals:			<b>USD 6,420.00</b>
<b>Training Services</b>			
Enrollment Express Per Person Per Day Training Remote	1.00	Each	USD 285.00
Ecollect Per Person Per Day Training Remote	1.00	Each	USD 0.00
Training Services Total:			<b>USD 285.00</b>
<b>Subscription Period Total</b>			
<b>Total Discount</b>		<b>USD 7,025.00</b>	
<b>Initial Term</b>		<b>1-APR-2023 - 31-MAR-2024</b>	
<b>Amount To Be Invoiced</b>		<b>USD 10,455.00</b>	

Annual Ongoing Fees as of 1-APR-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

PowerSchool Enrollment Express	551.00	Students	USD 3,500.00
PowerSchool Ecollect Forms	551.00	Students	USD 1,500.00

Annual Ongoing Fees Total: **USD 5,000.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/)

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC  
Signature:

Wakefield Public Schools  
Signature:



Printed Name: Eric Shander  
Title: Chief Financial Officer

Printed Name:  
Matt Farup  
Title:

Date: 15-MAR-2023

Date:

**\*\*\*Sales Quote - This Is Not an Invoice\*\*\***



Wakefield Community Schools - Panic Button for office

Quote #MB094815 v1

Prepared For:

**Wakefield Community Schools**

Main  
Matt Farup  
P.O. Box 330  
802 Highland St.  
Wakefield, NE 68784

P: (402) 613-2234  
E: mfarup@wakefieldschools.org

Prepared by:

**North Sioux City**

Miranda Breece  
105 Gateway Drive  
North Sioux City, South Dakota 57049

P: 866.804.4388  
E: mbreece@1RTI.com

Date Issued:

**02.27.2023**

Expires:

**03.29.2023**

Contract:

Hardware		Price	Qty	Ext. Price
LIC-BA-5Y	<b>Verkada 5-Year Alarm License, Alarm License</b>	\$5,294.10	1	\$5,294.10
BH61-HW	<b>Verkada BH61 Wireless Hub - North America, Alarm Hardware</b>	\$705.20	1	\$705.20
LIC-BH-5Y	<b>Verkada 5-Year Wireless Alarm Hub License, Alarm License</b>	\$705.20	1	\$705.20
BR33-HW	<b>Verkada BR33 Wireless Panic Button, Alarm Hardware</b>	\$140.45	2	\$280.90
AD32-HW	<b>Verkada AD32 Multi-format Card Reader, Access Control Hardware</b>	\$184.75	1	\$184.75
LIC-AC-5Y	<b>Verkada 5-Year Door License, Access Control License</b>	\$528.90	1	\$528.90
			Subtotal:	<b>\$7,699.05</b>

RTI Services		Price	Qty	Ext. Price
RTI-SVC-ENG	<b>Engineering Services</b>	\$834.00	1	\$834.00
<ul style="list-style-type: none"> <li>• Install and configure (1) Verkada wireless hub</li> <li>• Install and configure (2) Verkada wireless panic buttons</li> <li>• Install and configure (1) Verkada card reader in MDF</li> </ul>				
			Subtotal:	<b>\$834.00</b>

Quote Summary		Amount
Hardware		\$7,699.05
RTI Services		\$834.00
Total:		<b>\$8,533.05</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



Wakefield Community Schools Additional Door Access Control

Quote #MC093926 v1

Prepared For:

**Wakefield Community Schools**

Main  
Leslie Ziska  
P.O. Box 330  
802 Highland St.  
Wakefield, NE 68784

P: (402) 287-2012  
E: lziska@wakefieldschools.org

Prepared by:

**Riverside Technologies**

Matt Collins  
748 N 109th Court  
Omaha, NE 68154

P: 866.804.4388  
E: mcollins@1rti.com

Date Issued:

**02.08.2023**

Expires:

**03.10.2023**

Contract:

Services	Price	Qty	Ext. Price
RTI-SVC-CBL <b>Professional Installation services to upgrade door access controls for additional doors.</b>	\$2,495.95	1	\$2,495.95
Subtotal:			<b>\$2,495.95</b>

Quote Summary	Amount
Services	\$2,495.95
Total:	<b>\$2,495.95</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.