

Agenda

- I. Policy Committee Meeting
- II. Finance Committee Meeting
- III. Call to Order and Roll Call
- IV. Notice of Open Meetings Act - Posted
- V. Consent Agenda
 - V.A. Minutes of the Previous Month's Meetings
 - V.B. Treasurer's Report
 - V.C. Statement of Activity Fund Accounts
 - V.D. Recommendation for Bill Payment
 - V.E. Open and Option Enrollment Applications
 - V.F. Policy Updates - Second Reading
- VI. Items From Patrons on Agenda Items
- VII. Old Business
 - VII.A. Strategic Plan - April 9, 2012
 - VII.B. Strategic Plan Initiative - 1 to 1, and 2 to 1 Learning Initiative
 - VII.C. Lease with Apple Inc. for iPads
- VIII. New Business
 - VIII.A. Teacher Resignation - Mallory Gregory
 - VIII.B. Teacher Contract - Christine Gustafson
 - VIII.C. Teacher Contract - Laura Hilkemann
 - VIII.D. Student Transportation Agreement
- IX. Reports
 - IX.A. Policy Committee Report
 - IX.B. Legislative Update
 - IX.C. Learning Community Report and Appointed Representative Replacement
 - IX.D. School District Name Change
 - IX.E. Good News Reports
 - IX.F. Preliminary 2012-2013 Revenue Projections
 - IX.G. Other Items for Discussion
- X. Items from Patrons on Items Not on Agenda
- XI. Advance Planning
- XII. Executive Session
 - XII.A. Teacher Negotiations
 - XII.B. Leave Executive Session
- XIII. Adjourn

Board of Education Regular Meeting

March 12, 2012

The Site Committee started at 5:30 p.m. Kyle Fisher, Nick Stolzer and Brian Wichman were present. The committee reviewed the summer work plans as well as major building projects and estimated costs. Chris Dill and Brenda Sherman arrived at 6:30 p.m. The committee meeting ended at 6:30 p.m.

The Finance Committee started at 6:30 p.m. Finance reports were reviewed by the committee. Discussion of the bills took place. The committee meeting adjourned at 6:55 p.m.

A meeting of the Board of Education of South Sarpy School District #46 in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, March 12, 2012, at the District Board Office, Central Services Building. Present: Chris Dill, Kyle Fisher, Jennifer Kreifels, Brenda Sherman, Nick Stolzer, and Brian Wichman. Absent: None.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Stolzer informed the board and the public that the Act is located on the west wall of the board room.

Action to approve the Consent Agenda as presented passed with a motion by Dill and a second by Sherman. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

The Board Negotiations Committee and South Sarpy District #46 Education Association have come to an agreement regarding the savings from the December EHA "Premium Holiday." The agreement is written in a Memorandum of Understanding which calls for each teacher to receive \$500 of stipends. The total cost to the district is \$53,227. Action to approve the Memorandum of Understanding with the South Sarpy District #46 Education Association as presented passed with a motion by Fisher and a second by Dill. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

The administration has interviewed candidates for the 7-12 PE/Health teacher position. The unanimous choice is Christina King, a graduate of Wayne State College. Action to offer a probationary teacher contract to Christina King for the PE/Health teaching position with placement on the salary schedule at BA+9, step 1 passed with a motion by Fisher and a second by Dill. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

Superintendent Chevalier presented a staffing plan for 2012-2013. Action to approve 92.6 full-time certified staff equivalency for the 2012-13 school year passed with a motion by Dill and a second by Sherman. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

Brian Wichman gave a Site Committee report. Dr. Chevalier gave a Learning Community and Legislative update. Brett Richards reported on the 2012-2013 Classified Benefit Program for new hires, gave a transportation cost update and discussed 2012-13 transportation options. Chevalier reported on Parent-Teacher Conference attendance, shared good news items, and gave an update on Recognition Banquet planning. Richards reviewed Strategic Planning and went over plans for the Community Forum to be held March 27, 2012. Other items of discussion included appointing a Learning Community Council member, and suggestions for renaming the district.

There were no Items from Patrons on Items Not on Agenda.

Dr. Chevalier reviewed the upcoming schedule of meetings, trainings, and conventions with board members. Significant school calendar items were also included.

Action to go into executive session at 9:40 p.m. for the purpose of teacher and administrative negotiations; for the protection of the public interest; and for the prevention of needless injury to the reputation of an individual passed with a motion by Fisher and a second by Sherman Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

Motion to return from executive session at 10:55 p.m. passed with a motion by Fisher and a second by Sherman Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

Motion to adjourn the meeting at 10:56 p.m. passed with a motion by Fisher and a second by Kreifels Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

Thoma Bumgardner, Recording Secretary

Accepted: _____

Kyle Fisher, Secretary
Board of Education

Board of Education Work Session

March 26, 2012

A meeting of the Board of Education of South Sarpy School District #46 in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, March 26, 2012, at the District Board Office, Central Services Building. Present: Chris Dill, Kyle Fisher, Jennifer Kreifels, Brenda Sherman, Nick Stolzer, and Brian Wichman. Absent: None.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Stolzer informed the board and the public that the Act is located on the west wall of the board room.

There was no public comment.

The classified employee benefit program for the 2012-2013 school year was presented to the board for approval. Action to approve the classified employee benefits for the 2012-2013 school year as presented passed with a motion by Wichman and a second by Fisher. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

Jamie Heller plans to move this summer and has offered her resignation. She is a third grade teacher at Springfield Elementary. Action to accept the resignation of Jamie Heller, effective at the end of the 2011-2012 school year passed with a motion by Sherman and a second by Fisher. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

James Shada has submitted his letter of resignation. He has accepted an administrative position at another district. Action to accept the resignation of James Shada effective at the end of the 2011-12 school year passed with a motion by Fisher and a second by Sherman. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

The administration has interviewed candidates for teaching positions at Springfield Elementary. The administration recommends Manon Strayer for one of these positions. Action to approve a probationary contract for the 2012-2013 school year with Manon Strayer with a placement on the salary schedule MA+0, Step 6 passed with a motion by Sherman and a second by Fisher. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

A list of summer buildings and grounds projects that has been reviewed by the Site Committee, building administrators, the Director of Buildings and Grounds, and the Director of Maintenance was presented to the board for approval. Action to approve \$490,000 for summer 2012 buildings and grounds projects as presented passed with a motion by Fisher and a second by Wichman. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

Administrative contracts and compensation were discussed. Action to approve 7.0 FTE administrators for the 2012-2013 school year with a total compensation of \$866,931 passed with a motion by Kreifels and a second by Sherman. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None. Items of discussion included Strategic Planning and the Community Forum, legal expenses, and drafts of the 2013-2014 School Calendar. Other items of discussion included Learning Community lawsuits and ESU #3 technology funding.

Dr. Chevalier reviewed the upcoming schedule of meetings, trainings, and conventions with board members. Significant school calendar items were also included.

Action to adjourn the meeting at 8:38 p.m. passed with a motion by Fisher and a second by Sherman. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer, Wichman. Nays - None.

Thoma Bumgardner, Recording Secretary

Accepted: _____

Kyle Fisher, Secretary
Board of Education

Board of Education Special Meeting

March 27, 2012

A special meeting of the Board of Education of South Sarpy School District #46 in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Tuesday, March 27, 2012, at the Platteview High School Auditorium. Present: Chris Dill, Kyle Fisher, Jennifer Kreifels, Brenda Sherman, Nick Stolzer, and Brian Wichman. Absent: None.

Notice of the meeting was given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Stolzer informed the board and the public that the Act is located next to the stage.

Superintendent-Elect, Brett Richards, presented the draft strategic plan including the goals, major initiatives and benchmarks. He also presented details on a one-to-one iPad program that is one of the initiatives.

After the presentation, attendees were invited to participate in focus groups. Two groups were held.

Wichman left the meeting at 9:05.

At 9:10 p.m., the Board reconvened in the auditorium and discussed comments from the focus groups. No action was taken.

Action to adjourn the meeting at 9:24 p.m. passed with a motion by Jennifer Kreifels and a second by Brenda Sherman. Vote: Yeas - Dill, Fisher, Kreifels, Sherman, Stolzer. Nays - Wichman.

Thoma Bumgardner, Recording Secretary

Accepted: _____

Kyle Fisher, Secretary
Board of Education

South Sarpy School District #46
 Comparison of Cash Balance by Fund
 March 31, 2012

		<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>Dec</u>	General Fund	\$ 1,205,243.08	\$ 2,839,223.43	\$ 3,250,923.52
	Emp. Benefit Fund	\$ 60,509.69	\$ 433,094.49	\$ 538,203.43
	Building Fund	\$ 948,149.21	\$ 1,151,868.54	\$ 1,528,993.85
	School Lunch	\$ 96,098.63	\$ 90,319.78	\$ 121,753.88
	Bond Fund	\$ 139,382.07	\$ 141,346.62	\$ 121,196.20
	Depreciation Fund	\$ 111,395.31	\$ 149,896.97	\$ 210,299.02
	December Total	\$ 2,560,777.99	\$ 4,805,749.83	\$ 5,771,369.90
		<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>Jan</u>	General Fund	\$ 944,975.36	\$ 3,535,722.36	\$ 3,179,664.25
	Emp. Benefit Fund	\$ 60,527.18	\$ 455,467.43	\$ 538,273.84
	Building Fund	\$ 974,849.88	\$ 1,167,614.72	\$ 1,529,941.57
	School Lunch	\$ 101,971.75	\$ 96,595.36	\$ 130,476.49
	Bond Fund	\$ 160,488.86	\$ 161,613.36	\$ 142,512.93
	Depreciation Fund	\$ 111,435.75	\$ 149,941.53	\$ 210,331.14
	January Total	\$ 2,354,248.78	\$ 5,566,954.76	\$ 5,731,200.22
<u>Feb</u>	General Fund	\$ 553,697.32	\$ 3,411,905.37	\$ 3,089,942.69
	Emp. Benefit Fund	\$ 60,543.43	\$ 455,554.78	\$ 496,579.96
	Building Fund	\$ 983,478.60	\$ 1,176,424.09	\$ 1,529,348.03
	School Lunch	\$ 108,116.52	\$ 87,322.27	\$ 126,163.76
	Bond Fund	\$ 166,998.46	\$ 169,128.83	\$ 150,724.76
	Depreciation Fund	\$ 111,474.22	\$ 149,977.48	\$ 210,356.21
	February Total	\$ 1,984,308.55	\$ 5,450,312.82	\$ 5,603,115.41
<u>Mar</u>	General Fund	\$ 349,749.65	\$ 3,358,571.14	\$ 3,089,521.96
	Emp. Benefit Fund	\$ 60,562.59	\$ 455,640.90	\$ 502,861.67
	Building Fund	\$ 979,940.85	\$ 1,191,097.01	\$ 1,486,866.58
	School Lunch	\$ 119,566.54	\$ 95,516.92	\$ 123,723.58
	Bond Fund	\$ 175,971.98	\$ 184,333.53	\$ 167,973.22
	Depreciation Fund	\$ 111,519.57	\$ 150,012.20	\$ 210,382.15
	March Total	\$ 1,797,311.18	\$ 5,435,171.70	\$ 5,581,329.16

Student Fee- March 2012 - Last month

3/1/2012 through 3/31/2012

4/3/2012

Page 1

Date	Account	Num	Description	Memo	Category	Clr	Amount
BALANCE 2/29/2012							3,307.00
3/22/2012	STUDENT FE... DEP		OUTDOOR E...		OUTDOOR ED	R	550.00
3/30/2012	STUDENT FE... 1136		EDUCATION...		DRIVER EDU...		-3,300.00
3/1/2012 - 3/31/2012							-2,750.00
BALANCE 3/31/2012							557.00
TOTAL INFLOWS							550.00
TOTAL OUTFLOWS							-3,300.00
NET TOTAL							-2,750.00

Admin. Revolving March 2012 - Last month

3/1/2012 through 3/31/2012

4/3/2012

Page 1

Date	Account	Num	Description	Memo	Category	Clr	Amount
BALANCE 2/29/2012							1,637.20
3/5/2012	Administrative	5095	NE DHHS	1-01-2130-630	REGISTR FEE	R	-15.00
3/7/2012	Administrative	5096	CONESTOGA...	1-22-1100-630	SPCH ENTRY...		-194.00
3/9/2012	Administrative	5097	POSTMASTE...	1-01-2510-341	POSTAGE	R	-374.47
3/13/2012	Administrative	TXFR	TRANSFER F...			R	2,900.44
3/20/2012	Administrative	5098	POSTMASTE...	1-01-2510-341	POSTAGE	R	-44.99
3/21/2012	Administrative	5099	ACT	1-22-2120-630	REGISTR FEE		-45.00
3/22/2012	Administrative	5100	POSTMASTE...	1-01-2510-341	POSTAGE	R	-16.67
3/26/2012	Administrative	5101	NE FUTURE ...	1-22-1100-630	REGISTR FEE		-37.50
3/30/2012	Administrative	5102	POSTMASTE...	1-01-2510-341	POSTAGE		-14.07
3/30/2012	Administrative	5103	PANERA BRE...	1-11-1100-318	MISCELLANE...		-59.88
3/1/2012 - 3/31/2012							2,098.86
BALANCE 3/31/2012							3,736.06
TOTAL INFLOWS							2,900.44
TOTAL OUTFLOWS							-801.58
NET TOTAL							2,098.86

Nebraska Public Agency Investment Trust

PO Box 82529
Lincoln, NE 68501
(800) 640-8817
(402) 323-1615

Account Activity for March 01, 2012 to March 31, 2012

Participant Name:

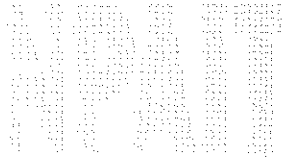
SOUTH SARPY SCHOOL DISTRICT #46
14801 S 108TH ST
SPRINGFIELD NE 68059

Account Number: 126649-001

Beginning Balance: \$68,498.41

Date	Description	Authorization	Amount	Balance
3/31/2012	Auto-Post March Interest, Purchase		\$1.92	\$68,500.33

Ending Balance: \$68,500.33



Nebraska Public Agency Investment Trust

**Nebraska Public Agency Investment Trust
Daily Balance and Interest Report for: March 2012**

Name: SOUTH SARPY SCHOOL DISTRICT #46

Account Number: 126649-001

Date	Daily Yield (Annualized)	Balance	Daily Accrual
3/01/2012	0.00030	\$68,498.41	\$0.06
3/02/2012	0.00030	\$68,498.41	\$0.06
3/03/2012	0.00030	\$68,498.41	\$0.06
3/04/2012	0.00030	\$68,498.41	\$0.06
3/05/2012	0.00030	\$68,498.41	\$0.06
3/06/2012	0.00030	\$68,498.41	\$0.06
3/07/2012	0.00030	\$68,498.41	\$0.06
3/08/2012	0.00030	\$68,498.41	\$0.06
3/09/2012	0.00030	\$68,498.41	\$0.06
3/10/2012	0.00035	\$68,498.41	\$0.06
3/11/2012	0.00035	\$68,498.41	\$0.06
3/12/2012	0.00030	\$68,498.41	\$0.06
3/13/2012	0.00030	\$68,498.41	\$0.06
3/14/2012	0.00030	\$68,498.41	\$0.06
3/15/2012	0.00030	\$68,498.41	\$0.06
3/16/2012	0.00030	\$68,498.41	\$0.06
3/17/2012	0.00030	\$68,498.41	\$0.06
3/18/2012	0.00030	\$68,498.41	\$0.06
3/19/2012	0.00030	\$68,498.41	\$0.06
3/20/2012	0.00030	\$68,498.41	\$0.06
3/21/2012	0.00030	\$68,498.41	\$0.06
3/22/2012	0.00030	\$68,498.41	\$0.06
3/23/2012	0.00030	\$68,498.41	\$0.06
3/24/2012	0.00049	\$68,498.41	\$0.09
3/25/2012	0.00049	\$68,498.41	\$0.09
3/26/2012	0.00030	\$68,498.41	\$0.06
3/27/2012	0.00030	\$68,498.41	\$0.06
3/28/2012	0.00030	\$68,498.41	\$0.06
3/29/2012	0.00030	\$68,498.41	\$0.06
3/30/2012	0.00030	\$68,498.41	\$0.06
3/31/2012	0.00030	\$68,498.41	\$0.06

Average Weighted Rate	Average Balance	Total Interest
0.03309 %	\$68,498.41	\$1.92

SOUTH SАРY SCHOOL DISTRICT 46
Treasurer's Report
For the month ended March 31, 2012

General Fund Now Account

Bank Balance: Beginning of Reporting Period		\$	171,161.73
Deposits:			
Springfield State Bank - Interest	\$	31.85	
Transfers from Investment Account	\$	1,030,917.68	
Transfers from Lunch Fund Investment	\$	44,624.16	
Transfers from Building Fund Investment	\$	44,986.00	\$ 1,120,559.69
			<hr/>
			\$ 1,291,721.42
Disbursements			<hr/>
Bank Balance: End of Reporting Period			\$ 191,686.15
Outstanding Checks: End of Reporting Period			<hr/>
			\$ 177,088.89
NOW Account Balance: End of Reporting Period			\$ 14,597.26

General Fund Investment Account

Available Balance: Beginning of Reporting Period		\$	3,067,373.86
Deposits:			
Springfield State Bank - Interest	\$	350.94	
Sarpy County Treasurer - Local Taxes	\$	117,064.06	
Learning Community Common Taxes	\$	410,668.13	
Mann - Rental House	\$	650.00	
State Aid	\$	396,604.20	
Special Education Aid	\$	99,440.00	
Other Rentals	\$	5,020.15	
Pre-School Tuition	\$	436.67	
Refunds and Reimbursements	\$	8,368.89	
First Management Inc. - LaPlatte	\$	3,782.01	\$ 1,042,385.05
			<hr/>
			\$ 4,109,758.91
Disbursements			
Transfers to General Fund NOW	\$	1,030,917.68	
Transfers to Employee Benefit Fund	\$	6,230.50	
Administrative Revolving	\$	2,900.44	
Bank Service Charges	\$	70.50	\$ 1,040,119.12
			<hr/>
Investment Account Balance: End of Reporting Period			\$ 3,069,639.79

General Fund Administrative Revolving Account

Available Balance: Beginning of Reporting Period		\$	4,750.83
Deposits:			
Transfers From General Fund Investment Acc't	\$	2,900.44	
Transfers From Lunch Fund Investment Acc't	\$	-	\$ 2,900.44
			<hr/>
			\$ 7,651.27
Disbursements			<hr/>
			\$ 2,366.36
Admin. Revolving Account Balance: End of Reporting Period			\$ 5,284.91

General Fund Administrative Revolving Account	\$	5,284.91
General Fund NOW Account	\$	14,597.26
General Fund Investment Account	\$	3,069,639.79

TOTAL GENERAL FUND BALANCE **\$ 3,089,521.96**

Employee Benefit Fund

Available Balance: Beginning of Reporting Period \$ 496,579.96

Deposits:

Transfer from General Fund (VSP Reimbursement) \$ 6,230.50

Springfield State Bank - Interest \$ 51.21

Bank Balance: End of Reporting Period \$ 502,861.67

Available Balance: End of Reporting Period \$ 502,861.67

TOTAL EMPLOYEE BENEFIT BALANCE **\$ 502,861.67**

Special Building Fund Investment Account

Available Balance: Beginning of Reporting Period \$ 1,529,348.03

Deposits:

Springfield State Bank - Interest \$ 185.78

Sarpy County Treasurer - Local and LC Taxes \$ 2,318.77

\$ 2,504.55

\$ 1,531,852.58

Disbursements \$ 44,986.00

Available Balance: End of Reporting Period \$ 1,486,866.58

TOTAL SPECIAL BUILDING FUND BALANCE **\$ 1,486,866.58**

School Lunch Investment Account

Available Balance: Beginning of Reporting Period \$ 126,163.76

Deposits:

Springfield State Bank - Interest \$ 15.18

Hot Lunches \$ 28,441.51

State/Federal Aid \$ 12,895.31

Miscellaneous \$ 896.98

\$ 42,248.98

\$ 168,412.74

Disbursements

Returned Checks \$ 65.00

Transfers to NOW \$ 44,624.16

\$ 44,689.16

Available Balance: End of Reporting Period \$ 123,723.58

TOTAL SCHOOL LUNCH FUND BALANCE **\$ 123,723.58**

Bond Fund Investment Account

Available Balance: Beginning of Reporting Period \$ 150,724.76

Deposits:

Springfield State Bank - Interest \$ 20.14

Sarpy County Treasurer - Local Taxes \$ 17,228.32

\$ 17,248.46

\$ 167,973.22

Disbursements		
Transfer to NOW		\$ -
Available Balance: End of Reporting Period		\$ 167,973.22

TOTAL BOND FUND BALANCE		\$ 167,973.22
--------------------------------	--	----------------------

Depreciation Fund Account

Available Balance: Beginning of Reporting Period		\$ 210,356.21
Deposits:		
Springfield State Bank - Interest	\$ 25.94	
Transfers from General Fund	\$ -	\$ 25.94
		<hr/>
		\$ 210,382.15

Disbursements		
Transfer to NOW		\$ -
Available Balance: End of Reporting Period		\$ 210,382.15

TOTAL DEPRECIATION FUND BALANCE		\$ 210,382.15
----------------------------------------	--	----------------------

Statement of Activity Fund
Springfield Elementary
For the Period of March 1, 2012 to March 31, 2012

Activity	Balance Last Report	Receipts	Expenditures	Transactions In-Out	Balance On Hand
Library	\$ 1,979.78	\$ -	\$ -	\$ -	\$ 1,979.78
Pop	\$ 440.93	\$ 25.00	\$ 72.64	\$ -	\$ 393.29
General	\$ 1,961.16	\$ 187.78	\$ 262.15	\$ -	\$ 1,886.79
Student Council	\$ 1,096.08	\$ -	\$ 62.50	\$ -	\$ 1,033.58
Total	\$ 5,477.95	\$ 212.78	\$ 397.29	\$ -	\$ 5,293.44

Previous Bank Balance	\$ 5,504.19
Deposits made this month	\$ 212.78
Checks Paid this Month	\$ 412.18
New Bank Balance	\$ 5,304.79
Minus Outstanding Cks.	\$ 11.35
Plus Outstanding Deposits	\$ -
Final Account Balance	\$ 5,293.44

Wes Reed

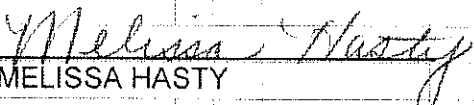
Wes Reed, Principal
April 4, 2011

STATEMENT OF ACTIVITY FUND

WESTMONT ELEMENTARY

FOR THE PERIOD: Mar. 2012

Activity	Balance Last Report	Receipts	Expenditures	Balance On Hand
Library Fund	\$2,208.19	\$85.89	\$0.00	\$2,294.08
General Fund	\$2,724.30	\$641.64	\$745.64	\$2,620.30
Pop	\$1,101.96	\$81.09	\$96.93	\$1,086.12
Student Council	\$905.74	\$0.00	\$0.00	\$905.74
Totals	\$6,940.19	\$808.62	\$842.57	\$6,906.24
Previous Bank Balance	\$7,044.83			
Deposits Made This Month	\$808.62			
Checks Paid This Month	\$798.71			
New Bank Balance	\$7,054.74			
Minus Outstanding Checks	\$148.50			
Plus Outstanding Deposits	\$0.00			
Final Account Balance	\$6,906.24			


MELISSA HASTY
 Principal

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			776.88
Checks and Payments	2	Items	-297.36
Deposits and Other Credits	4	Items	960.00
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			1,439.52

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			1,439.52
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Balance as of 3/30/2012:			1,439.52
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			1,439.52

Payee	Account Code	Reason	Amount
Communication Services Inc.	1-01-1100-318	DATA CABLES @ SOUTH GYM	\$ 842.65
Apple, Inc.	1-01-1100-410	Apple Memory	\$ 100.00
AMAZON	1-01-1100-420	SUPPLIES	\$ 952.25
ESU #3	1-01-1100-460	LICNESE-ISSUEVIEW	\$ 83.88
AMAZON	1-01-1100-560	PRINTER @ WM	\$ 345.70
American Express	1-01-1100-560	CREDIT CARD PAYMENT	\$ 450.00
NETA	1-01-1100-630	REGISTRATION: FRANK STASKIEWICZ	\$ 105.00
Mahoney, Jeremy	1-01-1100-670	REIMBR. MILEAGE	\$ 27.75
Kids On The Move Inc	1-01-1210-318	SPED SERVICE	\$ 1,812.50
Diversified Health Care Inc.	1-01-2130-318	RN SUB	\$ 1,470.00
AED ZONE	1-01-2130-410	AED Cabinet	\$ 179.00
AED ZONE	1-01-2130-410	AED Package	\$ 1,599.00
NASN	1-01-2130-630	MEMEBERSHIP- TIFFANIE WRIGHT	\$ 120.00
Northwest Evaluation Association	1-01-2210-318	MAP FOR READING, MATHEMATICS & LANGUAGE,MAP PRIMARY GRADES,MAP FOR SCIENC	\$ 12,795.00
AMAZON	1-01-2210-410	SUPPLIES	\$ 37.74
HyVee Food & Drug Store	1-01-2210-410	SUPPLIES	\$ 40.01
Office Depot Inc	1-01-2210-410	SUPPLIES	\$ 7.99
Quill Corp	1-01-2210-410	SUPPLIES	\$ 61.20
ESU #3	1-01-2210-630	NWEA REG. MTG-H.KIRWAN	\$ 20.00
Jerry Layher	1-01-2210-670	REIMBR. ST. LOUIS CONFERENCE	\$ 145.57
Maggie Doane	1-01-2210-670	REIMBR. ST. LOUIS CONFERENCE	\$ 143.96
NAME Conference Registration	1-01-2210-670	Registrations: Margaret Doane, Gerald Layher & Emilie Klein	\$ 870.00
NE Assoc Of School Boards	1-01-2310-630	JUDGE & JURY	\$ 240.00
American School Board Sub	1-01-2310-690	SUBSCRIPTION RENEWAL	\$ 342.00
Harding & Shultz, P.C.,L.L.O.	1-01-2320-317	LEGAL SERVICE	\$ 224.00
ESU #3	1-01-2320-410	2012 ANNUAL POLICY UPDATE	\$ 86.66
Office Depot Inc	1-01-2320-410	SUPPLIES	\$ 96.90
NE Assoc Of School Boards	1-01-2320-630	JUDGE & JURY	\$ 80.00
NE Council of School Administrators	1-01-2320-630	Registration-Chuck Chevalier	\$ 125.00
NETA	1-01-2320-630	REGISTRATION: BRETT RICHARDS	\$ 105.00
Chuck Chevalier	1-01-2320-670	REIMBR. MILEAGE	\$ 270.46
Brett Richards	1-01-2320-670	REIMBR. MILEAGE	\$ 445.66
NE Statewide Arboretum	1-01-2320-690	MEMBERSHIP	\$ 100.00
Erin Patera	1-01-2330-318	MAR 2012 NEWSLETTER	\$ 250.00
Tilford Printing	1-01-2330-350	NEWSLETTER-SPECIAL REPORT	\$ 1,389.39
ESU #3 (ADMIN)	1-01-2510-318	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 82.42
ESU #3 (ADMIN)	1-01-2510-318	INTERLOCAL SUBS/BCKGRND CKS	\$ 17.25
Midwest Office Automations.	1-01-2510-318	COPIER LEASE	\$ 2,584.00
Harris	1-01-2510-319	APTAFUND ANNUAL MAINTENANCE	\$ 8,925.00
Stamp Fulfillment Services	1-01-2510-341	PRE-STAMPED ENVELOPES	\$ 261.95
CenturyLink	1-01-2510-342	PHONE @ SP	\$ 170.64
MCI	1-01-2510-342	LONG DISTANCE PHONE	\$ 212.85
Verizon Wireless	1-01-2510-342	CELL PHONES	\$ 159.94
Windstream	1-01-2510-342	PHONES SERVICE	\$ 1,115.48
Culligan Us Filter	1-01-2510-410	SUPPLIES	\$ 28.00
Des Moines Stamp	1-01-2510-410	SUPPLIES	\$ 32.70
Quill Corp	1-01-2510-410	SUPPLIES	\$ 67.90
The Retoner Inc	1-01-2510-410	TONER	\$ 60.95
Capital One FSB	1-01-2520-336	FUEL FOR VANS	\$ 690.60
Great Plains Pest Services In	1-01-2620-318	PEST CONTROL	\$ 150.00
Hayes Mechanical, LLC	1-01-2620-318	PREVENTATIVE MAINT. ANNUAL BILLING	\$ 1,840.00
Rosser Lawn Care, Inc.	1-01-2620-318	MOWING @ PHS	\$ 465.00
Rosser Lawn Care, Inc.	1-01-2620-318	MOWING @ SP	\$ 126.00
Rosser Lawn Care, Inc.	1-01-2620-318	MOWING @ WM	\$ 168.00
Sterrett Bros Sanitation	1-01-2620-318	SANITATION PICKE UP	\$ 2,688.00
ARR-Boone Brothers Roofing	1-01-2620-319	REPAIR ROOF @ PHS	\$ 170.00
Egan Supply Company	1-01-2620-319	SUPPLIES	\$ 190.92
Electrical Engineering & Equipment	1-01-2620-319	SUPPLIES	\$ 300.05
Grainger	1-01-2620-319	SUPPLIES	\$ 510.26
Greater Omaha Refrigeration	1-01-2620-319	MILK COOLER @ SP	\$ 381.53
Hayes Mechanical, LLC	1-01-2620-319	CONTROL SYSTEM @ PHS VERIFIED	\$ 290.00
Home Depot/GEFCF	1-01-2620-319	SUPPLIES	\$ 169.32
Travis Kulm	1-01-2620-319	DIRT WORK @ CO	\$ 365.00
Papillion Hardware	1-01-2620-319	SUPPLIES	\$ 18.59
Pioneer Manufacturing Company	1-01-2620-319	SUPPLIES	\$ 815.88
Randy Evans	1-01-2620-319	PHS LOCKER ROOM DOOR	\$ 723.00
Dan J Regan	1-01-2620-319	CEILING AUDITORIUM PROJECTOR	\$ 210.00
Dan J Regan	1-01-2620-319	EMERG. LIGHTS @ PHS GYM	\$ 8,225.00
Dan J Regan	1-01-2620-319	HEATER @ PC PRINCIPAL OFFICE	\$ 1,085.00

Dan J Regan	1-01-2620-319	STEAMER @ PHS KITCHEN	\$ 630.00
The Sherwin-Williams Co.	1-01-2620-319	SUPPLIES	\$ 171.36
Home Depot/GECF	1-01-2620-410	SUPPLIES	\$ 54.17
American School Board Sub	1-01-2620-690	SUBSCRIPTION RENEWAL	\$ 57.00
Metropolitan Utilities Dist	1-02-2610-321	LEVEL PAYMENT	\$ 310.00
Omaha Public Power District	1-02-2610-322	LEVEL PAYMENT	\$ 352.00
Happy, Yellow and Checker Cab Cor	1-02-2760-318	TRANSPORTATION	\$ 880.50
Metropolitan Utilities Dist	1-03-2610-321	LEVEL PAYMENT	\$ 250.00
Omaha Public Power District	1-03-2610-322	LEVEL PAYMENT	\$ 335.10
ESU #3 (ADMIN)	1-10-1100-120	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 3,967.50
ESU #3 (ADMIN)	1-10-1100-120	INTERLOCAL SUBS/BCKGRND CKS	\$ 3,565.00
ESU #3 (ADMIN)	1-10-1100-210	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 303.55
ESU #3 (ADMIN)	1-10-1100-210	INTERLOCAL SUBS/BCKGRND CKS	\$ 272.79
ESU #3 (ADMIN)	1-10-1100-290	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 19.69
ESU #3 (ADMIN)	1-10-1100-290	INTERLOCAL SUBS/BCKGRND CKS	\$ 17.62
Quill Corp	1-10-1100-410	SUPPLIES	\$ 175.07
ESU #3 (SPED)	1-10-1200-318	SPED SERVICE	\$ 1,952.22
Douglas County School Dist 0001	1-10-1230-362	SPED SERVICE	\$ 14,065.50
ESU #3 (SPED)	1-10-1230-362	SPED SERVICE	\$ 5,842.22
Heartland Foundation	1-10-1230-362	SPED SERVICE	\$ 3,000.00
Papillion-LaVista Schools	1-10-1230-362	SPED SERVICE	\$ 315.00
ESU #3 (ADMIN)	1-10-1290-120	INTERLOCAL SUBS/BCKGRND CKS	\$ 57.50
ESU #3 (ADMIN)	1-10-1290-210	INTERLOCAL SUBS/BCKGRND CKS	\$ 4.40
ESU #3 (ADMIN)	1-10-1290-290	INTERLOCAL SUBS/BCKGRND CKS	\$ 0.28
HyVee Food & Drug Store	1-10-1290-318	SUPPLIES	\$ 175.49
Kids On The Move Inc	1-10-1290-318	SPED SERVICE	\$ 609.00
Lakeshore Learning Materials	1-10-1290-410	Storage Unit	\$ 526.70
School Dist #46 Food Service	1-10-1290-410	PRE-SCHOOL SUPPLIES	\$ 477.60
TEACHER DIRECT	1-10-1290-410	SUPPLIES	\$ 41.76
NETA	1-10-1290-630	REGISTRATION: SUSAN DOELZAL, SANDY LEE	\$ 210.00
Staff Development/Educators	1-10-1290-630	SEMINAR-S.DOELZAL & S.LEE	\$ 398.00
Sandy Lee	1-10-1290-670	REIMBR. MILEAGE	\$ 106.28
Vanessa Miller	1-10-1310-410	REIMBR. DISCOVERY SUPPLIES	\$ 741.47
NAG Communication Director	1-10-1310-630	Spring Conference-Vanessa Miller	\$ 175.00
Culligan Us Filter	1-11-1100-318	SUPPLIES	\$ 66.00
American Express	1-11-1100-410	CREDIT CARD PAYMENT	\$ 29.95
Learning A-Z	1-11-1100-410	RAZ	\$ 374.75
AccuPrint Laser Services Inc	1-11-1100-560	TONER	\$ 399.85
AMAZON	1-11-1100-560	SUPPLIES	\$ 184.55
NAG Communication Director	1-11-1100-630	Jacque Simons-NAG Spring Conference	\$ 175.00
ESU #3 (ADMIN)	1-11-1220-120	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 115.00
ESU #3 (ADMIN)	1-11-1220-120	INTERLOCAL SUBS/BCKGRND CKS	\$ 575.00
ESU #3 (ADMIN)	1-11-1220-210	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 8.80
ESU #3 (ADMIN)	1-11-1220-210	INTERLOCAL SUBS/BCKGRND CKS	\$ 44.00
ESU #3 (ADMIN)	1-11-1220-290	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 0.57
ESU #3 (ADMIN)	1-11-1220-290	INTERLOCAL SUBS/BCKGRND CKS	\$ 2.85
PEAP	1-11-2410-630	AWARDS	\$ 110.00
Metropolitan Utilities Dist	1-11-2610-321	LEVEL PAYMENT	\$ 750.00
Omaha Public Power District	1-11-2610-322	LEVEL PAYMENT	\$ 3,216.35
City Of Springfield	1-11-2610-323	WATER & SEWER @ SP	\$ 177.00
Hillyard/Sioux Falls	1-11-2610-410	SUPPLIES	\$ 207.09
American Express	1-12-1100-410	CREDIT CARD PAYMENT	\$ 29.95
Follett Library Resources	1-12-1100-410	LIBRARY BOOKS	\$ 116.70
AMAZON	1-12-1100-560	SUPPLIES	\$ 34.99
American Express	1-12-1100-560	CREDIT CARD PAYMENT	\$ 212.88
NETA	1-12-1100-630	REGISTRATION:	\$ 420.00
Resources For Educators	1-12-1100-690	SUPPLIES	\$ 183.00
ESU #3 (ADMIN)	1-12-1220-120	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 230.00
ESU #3 (ADMIN)	1-12-1220-120	INTERLOCAL SUBS/BCKGRND CKS	\$ 345.00
ESU #3 (ADMIN)	1-12-1220-210	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 17.60
ESU #3 (ADMIN)	1-12-1220-210	INTERLOCAL SUBS/BCKGRND CKS	\$ 26.40
ESU #3 (ADMIN)	1-12-1220-290	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 1.14
ESU #3 (ADMIN)	1-12-1220-290	INTERLOCAL SUBS/BCKGRND CKS	\$ 1.71
American Express	1-12-1220-670	CREDIT CARD PAYMENT	\$ 9.99
AMAZON	1-12-2220-530	SUPPLIES	\$ 98.97
NETA	1-12-2410-630	REGISTRATION:	\$ 105.00
Omaha Public Power District	1-12-2610-322	LEVEL PAYMENT	\$ 3,849.26
S I D #23	1-12-2610-323	WATER & SEWER @ WM	\$ 78.95
Hillyard/Sioux Falls	1-12-2610-410	SUPPLIES	\$ 207.08
ESU #3 (ADMIN)	1-20-1100-120	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 6,210.00
ESU #3 (ADMIN)	1-20-1100-120	INTERLOCAL SUBS/BCKGRND CKS	\$ 4,255.00
ESU #3 (ADMIN)	1-20-1100-210	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 475.12

ESU #3 (ADMIN)	1-20-1100-210	INTERLOCAL SUBS/BCKGRND CKS	\$ 325.56
ESU #3 (ADMIN)	1-20-1100-290	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 30.88
ESU #3 (ADMIN)	1-20-1100-290	INTERLOCAL SUBS/BCKGRND CKS	\$ 21.12
Quill Corp	1-20-1100-410	SUPPLIES	\$ 165.51
Platteview High School	1-20-1100-690	REIMBR. PHS FEE WAIVER	\$ 337.00
Career Solutions, Inc.	1-20-1230-362	SPED SERVICE	\$ 8,837.50
ESU #3 (SPED)	1-20-1230-362	SPED SERVICE	\$ 11,130.00
Blair Telephone Co	1-21-1100-318	HOMEWORK HOTLINE	\$ 19.19
AMAZON	1-21-1100-410	SUPPLIES	\$ 71.10
Culligan Us Filter	1-21-1100-690	SUPPLIES	\$ 23.42
ESU #3	1-21-1100-690	IPADS IN CLASSROOM	\$ 90.00
ESU #3 (ADMIN)	1-21-1220-120	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 230.00
ESU #3 (ADMIN)	1-21-1220-120	INTERLOCAL SUBS/BCKGRND CKS	\$ 230.00
ESU #3 (ADMIN)	1-21-1220-210	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 17.60
ESU #3 (ADMIN)	1-21-1220-210	INTERLOCAL SUBS/BCKGRND CKS	\$ 17.60
ESU #3 (ADMIN)	1-21-1220-290	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 1.14
ESU #3 (ADMIN)	1-21-1220-290	INTERLOCAL SUBS/BCKGRND CKS	\$ 1.14
Follett Library Resources	1-21-2220-430	LIBRARY BOOKS	\$ 752.53
Hillyard/Sioux Falls	1-21-2610-410	SUPPLIES	\$ 207.09
Schmitt Music Center	1-22-1100-318	REPAIR	\$ 22.00
Jostens	1-22-1100-410	SUPPLIES	\$ 10.06
Matheson Tri-Gas, Inc.	1-22-1100-410	SUPPLIES	\$ 111.94
Quill Corp	1-22-1100-410	SUPPLIES	\$ 67.99
Rockbrook Camera	1-22-1100-410	SUPPLIES	\$ 296.48
Walmart Community/GECRB	1-22-1100-410	FCS SUPPLIES	\$ 314.11
AMAZON	1-22-1100-420	SUPPLIES	\$ 34.00
Pepper Of Minneapolis	1-22-1100-420	SUPPLIES	\$ 36.15
Wenger Corporation	1-22-1100-530	RISER @ PHS	\$ 2,603.00
NETA	1-22-1100-630	REGISTRATION.JAMES SHADA, JON COMINE, STEVE LUNDEEN, JEREMY MAHONEY, JIM JE	\$ 735.00
Embassy Suites-Lincoln	1-22-1100-670	ROOMS	\$ 556.00
Marla Janak	1-22-1100-670	REIMBR. MILEAGE	\$ 70.17
Jerry Layher	1-22-1100-670	REIMBR. ST. LOUIS CONFERENCE	\$ 90.50
ESU #3 (ADMIN)	1-22-1220-120	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 345.00
ESU #3 (ADMIN)	1-22-1220-120	INTERLOCAL SUBS/BCKGRND CKS	\$ 1,150.00
ESU #3 (ADMIN)	1-22-1220-210	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 26.40
ESU #3 (ADMIN)	1-22-1220-210	INTERLOCAL SUBS/BCKGRND CKS	\$ 87.99
ESU #3 (ADMIN)	1-22-1220-290	INTERLOCAL SUB/INTERLOCAL SUBS	\$ 1.71
ESU #3 (ADMIN)	1-22-1220-290	INTERLOCAL SUBS/BCKGRND CKS	\$ 5.71
Target	1-22-1220-410	SPED SUPPLIES	\$ 54.33
John Stanton	1-22-2120-670	REIMBR. MILEAGE	\$ 114.78
ESU #3	1-22-2230-318	A/V REPAIR	\$ 248.41
Salem Press	1-22-2230-440	READER GUIDE	\$ 465.00
Des Moines Stamp	1-22-2410-410	SUPPLIES	\$ 85.50
Quill Corp	1-22-2410-410	SUPPLIES	\$ 230.83
American Express	1-22-2410-670	CREDIT CARD PAYMENT	\$ 208.16
Jacki Case	1-22-2410-670	REIMBR. MILEAGE	\$ 46.62
Wes Reed	1-22-2410-670	REIMBR. PRINCIPAL CONFERENCE	\$ 801.87
Walmart Community/GECRB	1-22-2410-690	FCS SUPPLIES	\$ 99.80
Metropolitan Utilities Dist	1-22-2610-321	LEVEL PAYMENT	\$ 2,510.00
Omaha Public Power District	1-22-2610-322	LEVEL PAYMENT	\$ 13,922.29
Hillyard/Sioux Falls	1-22-2610-410	SUPPLIES	\$ 481.18
			\$ 171,012.13

Payee	Account Code	Reason	Amount
AMAZON	2-23-6000-410	SUPPLES	\$ 26.46
Kathy Kern	2-23-6000-410	REIMBR. SUPPLIES	\$ 217.87
Sysco Lincoln	2-23-6000-410	FOOD/SUPPLIES	\$ 965.89
The Thompson Company	2-23-6000-410	FOOD/SUPPLIES	\$ 25.00
Arysta LLC	2-23-6000-470	FOOD	\$ 206.65
Earthgrains Baking Co's Inc.	2-23-6000-470	FOOD	\$ 577.26
Food Distribution Program	2-23-6000-470	ACCT ADJUSTMENT	\$ (100.89)
Food Distribution Program	2-23-6000-470	FOOD	\$ 2,339.03
Roberts Dairy Company	2-23-6000-470	FOOD	\$ 2,632.52
Sam's Club	2-23-6000-470	FOOD	\$ 596.19
Sysco Lincoln	2-23-6000-470	FOOD/SUPPLIES	\$ 8,391.96
The Thompson Company	2-23-6000-470	FOOD/SUPPLIES	\$ 1,650.48

			\$ 17,528.42
Payee	Account Code	Reason	Amount
Archi + Etc, LLC	3-06-2515-000	SS SITE MASTER PLAN	\$ 1,782.50
M & P Inc.	3-06-2515-000	FB SCORING SYSTEM	\$ 2,137.23
M & P Inc.	3-06-2515-000	FB SCORING SYSTEM	\$ 14,000.00
			\$ 17,919.73
			\$ 206,460.28



14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551

Community Survey Results

Question 1 * Our goals as a district moving forward include increasing student achievement, retaining and attracting students to our schools, and preparing our students for college and a career through a 21st century learning initiative. Are these goals the right direction for the district to pursue?

- (41) Yes, this is the right direction
- (1) No, this is not the right direction.

Question 2 * If we are able to reallocate our current budget funding to make technology a priority, would checking out an iPad at the beginning of the school year for each student in grades 7-12, and making iPads available for use in grades K-6 classrooms, enhance learning and give students the tool they need to be more engaged and successful in school?

- (23) Yes, would help my child tremendously
- (12) Yes, would help my child somewhat
- (6) Neutral, not sure
- (1) No, this would not have an effect on my student's learning

Question 3 * Are 21st century skills (such as communication, problem-solving, speaking, collaborating, researching, and personal responsibility) some areas, along with grade level content, we should be focusing on developing with our students?

- (33) Yes, these are the skills they need to be successful in their future
- (6) Yes, these are somewhat important to focus on in our schools
- (3) Neutral, not sure
- (0) No, stick with only content

Question 4 * Are you in favor of developing a college and career center for students and parents to assist in developing a personalized a high school graduation pathway for each student, receive more information on the college application process, scholarship opportunities, and college and career planning?

- (35) Yes, would help our family plan tremendously
- (4) Yes, would our family somewhat
- (3) Neutral, not sure
- (0) No, we think the current way is enough

Question 5 * As a high school, do we need to become more of a college prep high school by offering more advanced placement courses and opportunities for college credit than we currently offer?

- (31) Yes, this would help my child tremendously
- (6) Yes, this would help my child somewhat
- (5) Neutral, not sure
- (0) No, we do enough with the courses we currently offer



14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551

Question 6 * Do people you associate with outside of our school district have a good understanding of our district name and where we are located?

- (3) Yes, almost all people know who we are with the South Sarpy School District #46 name and where we are located
- (3) Yes, more than half of the people have an understanding of the South Sarpy School District #46 name and where we are located
- (9) Neutral, not sure
- (13) No, less than half of the people do not know who we are with the South Sarpy School District #46 name and where we are located
- (14) No, rarely does anyone know the South Sarpy School District #46 name and where we are located

Question 7 * Do people you associate with outside of our school district think we have a good reputation as a school district?

- (4) Yes, almost all people think we have a good reputation as a school district
- (8) Yes, more than half of the people think we have a good reputation as a school district
- (8) Neutral, not sure
- (18) No, less than half of the people don't know about us or think we have an average or below reputation as a school district
- (4) No, rarely does anyone know about us or think we have an average or below reputation as a school district

Question 8 * On a scale of 1 to 10, with 10 being best, where would you rank our school district as far as providing a great education for our students?

1 2 3 4 5 6 7 8 9 10

(0)	(0)	(0)	(1)	(3)	(2)	(11)	(14)	(7)	(4)	Best
-------	-------	-------	-------	-------	-------	--------	--------	-------	-------	------

Question 9 * Would you like to see Platteview High School offer more opportunities for sports and activities than we currently offer? If yes, what would you like to see added?

Yes-(21)

No- (15)

Baseball- (10)

Softball- (6)

Swimming- (4)

Other- (2)



14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551

Comments, question #9-

- I'm for it if we increase participation
- Add baseball, remove soccer. Never have a full team. Increase opportunities for kids to participate in strength training
- Better athletic dept, top to bottom.
- After school clubs for those students not interested in sports would be beneficial in engaging more students.
- Think we need to make sure we have all bases covered for what we have now first-all sports need warm ups and some don't have them things like that all sports on equal status.
- Focus on opportunities that kids can take into the future with them. Develop and master the programs you currently offer before you add more - stretching out the already low numbered student population. Offering more sports opportunities will make the current sports weaker.
- As much as possible.

Question 10 * If we were to change the name of the school district from South Sarpy District #46, what name would you most like to see?

- (6) Don't change it, leave it as South Sarpy School District #46
- (6) Springfield- Platteview Community Schools
- (10) Springfield Community Schools
- (16) Platteview Community Schools
- (4) Other

COMMENTS:

We are excited by the renewed interest in promoting the quality of the District, and the opportunities it provides students. The District and its schools must be willing to compete for awareness, name recognition, and credibility within a much larger market/footprint. We - as a community - may not have wanted to be considered within the "Metro", but we were drawn in to it. So, we have to compete accordingly.

Make great results for students - then don't be shy about sharing those results. People will be attracted to that.

Please use caution in renaming/re-branding. Renaming it too specific to one community/town (Springfield) could make it harder to recruit/retain families from other portions of Sarpy County and the Metro. A district can have an abstract name - such as Westside - and still deliver great brand value. The values and results will be what drive the brand, not just a new name. Think of it this way - Platteview Community Schools can be to Sarpy County what the Westside Community Schools are to Omaha. That's a good brand goal.



**14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551**

I cannot emphasize enough how much I am behind this initiative...As I write this, I am on an iPad in Texas on our spring break vacation...Our kids will be living in this future world and need to use technology to navigate their daily lives...if our children enter the workforce without a basic understanding of the Internet and how to interact with it both professionally and efficiently, they will be behind the curve.

Need to offer a foreign language (Spanish) to all elementary kids from kindergarten on

This district is the best kept secret in Sarpy County and it is time for the secret to come out...

I SUPPORT THIS 100 PERCENT, I HOPE THE COMMUNITY REALIZES THE NEED TO MAINTAIN AND CONTINUE TO PROVIDE QUALITY EDUCATION FOR OUR STUDENTS.

You should set up the technology to help support the learning but you should make the student buy the laptop/ iPad. This way they become responsible for it. I don't see any college buying systems for the students.

Eliminate all unnecessary testing. Teachers need freedom to teach and be creative.

Think if there is a name change it should really be researched once and for all has there been problems with our current name why are we changing it???

I would like to see more emphasis placed on independent living skills such as; students learning to file their own income tax returns, keeping personal records, completing FAFSA and scholarship requirements, deadlines, automobile maintenance, and job ethics.

For years I have been advocating a name change that best markets our schools. With the advent of open enrollment and the Learning Community, (yuk) we need to have more of a business mentality when marketing our schools.

I would like to see our school as being a leader in providing our kids with technology. I don't know of any other school district that provides a child with an iPad. I think this would be an advantage when trying to attract new students.

We are new to the district this year and are very impressed with entire school and teachers.

I feel Platteview Community Schools fits the best if it we were to change. As being one of the families that don't reside in Springfield, I wouldn't want the name changed to any of the two choices with Springfield. District 46 is spread across to many miles to make it Springfield Schools.

In the survey you ask about advanced classes and if we should add more, how about scheduling them so they don't conflict with other classes and/or activities (such as band) so the motivated and self driven students can take advantage of them. Also it would be refreshing to reward success and the students



**14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551**

that work hard for great grades and learning skills and stop with making it fair or equal to those that don't try.

Family time important when considering scheduling events, athletics, and activities.

As a school we need to continue moving forward with a focus on building new 21st century skills for all of our students. Counseling programs need to have increased guidance and introduction for future options and colleges.

We need to have a suggestion box at our schools and online that parents can access to express their points of view.

With Platteview's rural location and ties we should be considering adding ag related education and programs.

My oldest child went to a school where they had a mandated laptop. It was incredibly beneficial and I strongly support the school for this idea. Please adopt this policy! It benefits everyone involved!

Would like to see a new mascot named for the school along with a name change - replacing Trojans

Technology, no doubt, is a must; however, don't forget that the "basics" are essential because there will be a day when "the electricity goes out". Also, even though many kids are using technology of different forms away from school, I'd like to know what the statistics are on health issues associated with using iPads, etc. constantly (neck problems, eye strain, etc.) and what the school is going to do about it. Not everyone in this district has internet at home, let alone wi-fi. Please don't make assumptions that everyone can afford it (or maybe even wants it). I think security/access is going to be huge with the 1:1 initiative as well as the upkeep and maintenance.

I think we need to find a way to increase student participation in athletics. It would be difficult for me to justify needing to add more opportunities when we have low participation in certain sports. I would encourage a mandatory parent meeting one time a year where you communicate various school expectations, and during that meeting you outline the benefits of and encourage participation in athletics.

The goals listed are fine, but the first priority should be to determine how to keep the district open and operating as a stand alone school district. The loss of funding through the learning community has significantly impacted the viability of the district on a long term basis.



14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551

District Strategic Plan Highlights

2012-2017



14801 South 108th St.
 Springfield, NE 68059
 Phone: 402-592-1300
 Fax: 402-597-8551

District Information

Board of Education	Administration	Learning Initiative Team
Nick Stolzer, President	Dr. Chuck Chevalier, Superintendent	Brett Richards, Dir. of Operations
Brenda Sherman, Vice President	Brett Richards, Dir. of Operations	Holli Kirwan, Dir. of Learning
Kyle Fisher, Secretary	Holli Kirwan, Dir. of Learning	Frank Staskiewicz, Dir. of Technology
Chris Dill	Anita Belsky, Dir. of Support Services	Angela Simpson, PHS Principal
Jennifer Kreifels	Melissa Hasty, Westmont Principal	Darin Johnson, PC Principal
Brian Wichman	Wes Reed, Springfield Principal	Melissa Hasty, Westmont Principal
	Darin Johnson, PC Principal	Wes Reed, Springfield Principal
	Angela Simpson, PHS Principal	Jeremy Mahoney, PHS Teacher
	Steve Joekel, PHS Asst. Principal	James Shada, PHS Teacher
		Michelle Parr, Westmont Teacher
		Michelle McCracken, Springfield Teacher
		Arlis Scanlan, PC Teacher
District Leadership Team		
Holli Kirwan, Dir. of Learning		
Brett Richards, Dir. of Learning		
Anita Belsky, Dir. of Support Services		
Angela Simpson, PHS Principal		
Melissa Hasty, Westmont Principal		
Peg Davidson, PC Counselor		
Tina Thomas, PC Teacher		
Jamie Heller, Springfield Teacher		
Mikaela Vobejda, Springfield Teacher		
Bridget Stork, Westmont Teacher		
Christina DiBuono, Westmont Teacher		



14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551

WHO WE ARE!

South Sarpy is an exceptional school district located in southern Sarpy county near Springfield, Nebraska. Our district provides multiple curricular and extra-curricular opportunities and prepares our students for whatever path they choose to take in life through a rigorous, high quality education program. Each student is known and valued through caring relationships and differentiated instruction with small class sizes, small schools, and a small community culture. The district has outstanding communities and neighborhoods with terrific students, staff, and parents as the foundation to who we are!

South Sarpy School District Mission:

The Mission of South Sarpy School District #46 is to ensure that all students acquire the 21st century skills and behaviors necessary for each student to succeed now and into his/her future.

21st Century Skills:

Core Knowledge/Literacy: Essential Learning Proficiency (Standards); Global Literacy; Financial and Economic Literacy; Civic Literacy; Health and Wellness Literacy, Beginning Career Knowledge

Higher Level Thinking Skills: Problem Solving; Decision Making; Making Inferences; Application; Synthesis and Creativity/Innovation; and Analysis and Evaluation

Communications Literacy: Communications and Information Technology; Reading/Writing/Speaking/Listening Proficiency; Collaboration; and Research

Life Skills: Ethics; Responsibility and Personal Productivity; Self-Reflection and Direction; Social Responsibility; Leadership ; and Adaptability



**14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551**

The district faces ***issues and challenges*** in the future that include:

- Highly competitive environment for retaining and attracting students.
- Losing students from our district and not being able to attract from other districts will continue to lead to budget instability.
- Boundary Issues remain due to uncertainty with state Learning Community laws and open enrollment options.
- Learning Community goals and budget formulas are not favorable for our district in helping us meet our student needs.
- South Sarpy School District lacks an identity within the Learning Community in name and program reputation.

Focus on Continuous Improvement Process:

As a high performing school district, South Sarpy is committed to continuous improvement focused on research based effective school factors which are identified as: *district/school culture; curriculum/ academic/ extra-curricular programs; teacher effectiveness; and parent/community involvement.* We are proud of who we are, but also recognize the importance of improving our district's education system and our student's achievement. By focusing our improvements in these areas we are able to improve our student achievement and develop the whole student in the process.

Needs Assessments:

The Board of Education and administration developed the strategic plan through various activities and needs assessments over the past year. This included input from staff and parent groups from PTO's and the community advisory council. Other data we examined when developing the plan included: student test scores in NeSA, MAP, and ACT; student/ staff/ parent surveys, demographic information, student attendance, student discipline, graduation rates, existing programs offered, and best-practice initiatives from other schools and districts.



14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551

CONTINUOUS IMPROVEMENT MODEL





14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551

COLLABORATION AND INPUT PROCESSES FOR CONTINUOUS IMPROVEMENT

Our district uses the following processes as we work to improve student achievement and our schools effectiveness. Aligning our district strategic plan goals with our different school improvement plans' goals, to our PLC SMART goals, and eventually into our individual student goals is critical to our success as a district. This system of communication through the various collaborative teams keeps our focus and alignment on what we are trying to accomplish in the end, student achievement:

Classroom Level:

PLC groups
Grade level teams
Learning/Team Prep Time

Building Level:

Building Leadership Team
School Improvement Committees
Staff Meetings

District Level:

District Leadership Team
Community Advisory
Board of Education and Committee Meetings

PROFESSIONAL DEVELOPMENT FOR TEACHERS

The district is committed to a high quality, ongoing professional development system that is uniquely setup for teachers to grow individually and build on their strengths as a teacher. We have focused on creating time for teachers to become great at what they do through best-practice and research-based professional growth opportunities related to their content area or grade level, individual needs, strategic plan and building goals, technology, and their level of proficiency.

In an effort to provide multiple opportunities to our teachers, we will offer them in as many ways as possible:

- Sharing: before school, after-school, learning/team prep times, PLC time (late starts)
- Summer workshops
- District in-service days
- Off-site release time for educational workshops
- Online training and webinars



14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551

STRATEGIC PLAN GOALS

- 1) Increase student achievement scores
- 2) Retain and attract students to district
- 3) Prepare students for their future in college and/or the workforce

MAJOR INITIATIVES

The major initiatives associated with this five year strategic plan to help us achieve our goals are:

- **1 to 1 iPad Learning Initiative for grades 7-12; 2 to 1 iPad availability in grades K-6 (Year 1):** Through a strong partnership with Apple, we will checkout an iPad to each student in grades 7-12 for them to have available at school and at home during the school year. At each elementary school, 7 laptop carts with 24 iPads on each cart will be available for student use. Over time, this initiative will be more than a student just having a tool to use for school, but it will transform the way we teach and students learn. This initiative will enhance our ability to develop high quality 21st century skills in all of our students PK-12.
- **Become strong college prep high school (Year 2-3):** Offer more advanced placement courses, college credit opportunities, and career and technology pathways to meet a wide variety of student interests and needs. Personalized planning for high school scheduling and graduation plans with students and parents. Develop College and Career Center to work with students and parents on scholarship opportunities, applications, resumes, interview skills, etc. The College and Career Center will also focus on developing career interests, job possibilities and internships for students.



14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551

MAJOR INITIATIVES (CONTINUED)

- **Rebrand district name to become more recognizable in the metro's Learning Community (Year 1):** Our district has excellent things to offer our students and high student test scores show our ability to provide a quality education. One of the major issues we have is name recognition and people understanding where we are located. The Board of Education and administration are looking at possibly renaming our school district from South Sarpy School District #46 to something with more name recognition and would tell people right away where we are located.
- **Ensure Reading and Math Interventions are in place for struggling students at the classroom and building levels (Year 1):** Each school is doing this well, but we want to make sure interventions are available in a timely manner with the necessary personnel to react quickly to help in these two critical subject areas. Our primary goal is to keep all of our students at grade level or better through a systemized approach in Math and Reading, which are the fundamental subject areas for success in all others.
- **District Marketing Plan (Year 1):** To create a sustainable district budget in the long-term, under a stagnant Learning Community budget formula, the district needs to be able to grow our student enrollment each year by retaining our current students and bringing in quality students from neighboring areas. To do this, we need to develop a marketing plan that tells our story of excellence and focuses on our new initiatives to enhance our reputation within the Learning Community.
- **Explore additional extra-curricular opportunities in high school (Year 2-3):** As a school district, we try and offer extra-curricular activities and athletics that meet our student needs. As different activities and sports become more popular in our community and with our students, we look to try and add these things to our offerings. We will create a committee to explore if there are any sports or activities out there we currently don't offer our students that we need to be looking at adding. This involves looking at our budget, current participation numbers, and facilities to see if it is feasible to add these activities as well.



14801 South 108th St.
 Springfield, NE 68059
 Phone: 402-592-1300
 Fax: 402-597-8551

MAJOR INITIATIVES (CONTINUED)

- Refine Buildings and Grounds Needs for Possible Bond (Year 1-3):** Our Board of Education and administration have been developing a list of needs for building improvements that include additional parking and improved traffic flow at our schools for safety, classroom walls put up at Westmont Elementary and Platteview Central Junior High for a better learning environment and safety, upgrades and renovations for classroom space and technology, and other needs related to our strategic plan initiatives. We will continue to refine our needs and possibly ask our patrons if this is something they could support before calling for an election. We have the second lowest tax rate in the Learning Community and with older buildings we need to keep them maintained and updated to be a source of pride in the community.
- Other focuses (Years 1-5):** increase communication with parents and community through technology; training for staff, students, and parents in bullying, cyberbullying, and dating violence; online course opportunities; developing grading practices and policies to increase student learning and consistency; refine curriculum cycles to include instructional planning/design, technology use, and 21st century skills; new teacher and principal appraisal system; explore the advantages and disadvantages, through a district-wide committee, of moving 6th grade to junior high; technology rich classrooms; solidify district boundaries for long-term.

KEY BENCHMARKS FOR PLAN SUCCESS

Increase in percentage of performance index standards	Meet goals in grade levels for all NeSA results
Improvements in climate surveys over 4 year period	Enrollment increasing PK-12
Increase in Advanced Placement Courses offered	Increase in college credit opportunities
Increase in number of vocational, career courses offered	Increase in number of student internships available
Increase in number of programs and participation level in extra-curricular activities	Reading and Math interventions in place for timely, appropriate assistance



14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551

Apple 1 to 1 Learning Initiative:

- The 21st Century Skills identified in our mission statement can be embedded in our curriculum, instruction, and student learning best through the use of technology, which is clearly a big part of our students' futures in college and/or the workforce.
- Student attendance, behavior in school, and attitude about school have shown to improve with 1 to 1 initiatives in other schools.
- Students and staff will use technology tools to engage, motivate, and make learning more meaningful through a variety of strategies.
- Collaboration and cooperation between students, staff, parents, and community in using technology will be sought and nurtured.
- 1 to 1 levels the playing field for all students regardless of socioeconomic status and whether technology is available at home.
- Changed relationships emerge between students and teachers, parents and children, and students and their learning when using technology.
- Educational resources will stay up to date and current.
- 1 to 1 will give us more access to offering online courses with more opportunities for students in different content areas.
- Marketing and educational tool to retain and attract students to district.
- The technology initiative with Apple is best product for the school district because of their long history with public education, assistance with implementation in all areas, providing relevant staff training, available software and application products, infrastructure and hardware support, Apple Care warranty program, development of communication plans, and partnerships for learning opportunities.

SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 9th day of April, 2012, by and between South Sarpy School District #46, with principal offices at 14801 South 108th Street, Springfield, Nebraska, (hereinafter called "District"), and First Student, Inc., hereinafter called "Contractor", with its national headquarters at 600 Vine Street, Suite 1400 Cincinnati, OH 45202 and local business offices located at 1804 Paul Street, Omaha, Nebraska 68102.

W I T N E S S E T H

WHEREAS, District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

SECTION 1: TERM

- 1.1 The term of this Agreement shall be four (4) years, which shall commence August 1, 2012 and shall continue through July 31, 2016. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on August 1 during the term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill District's needs for transportation services as described in the District's Bid Specifications, Addendum, and Contractor's Proposal. In the event of a conflict between these documents and the provisions of this Contract, the Contract will control. Otherwise, the terms of the Bid Specifications as amended by the Contractor's Proposal shall govern the parties' relationship, in the following order of precedence: (1) Contractor's Proposal; (2) Addendum No. 1; and (3) the Bid Specifications.
- 2.2 District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. If the number of buses required by District for Transportation shall increase or decrease by greater than 10% in any 6 month period during the term of this Agreement, including any

extensions or renewals hereof, Contractor and District shall in good faith renegotiate the rate of compensation to cover changes in overhead or any other costs. During the period of said negotiation, Contractor shall continue to provide all of the services set forth in this Agreement as necessary without interruption.

SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A below, as may be adjusted from time to time as provided herein. Not later than the 20th working day after the end of each month during the term of this Agreement, Contractor will submit to District a statement of its services rendered during the prior month. After verification of the statement, District shall pay the amount due to Contractor on the Tuesday following the second Monday of the next month.

SECTION 4: ESCALATION

- 4.1 Payment for services by District to Contractor for each Contract Year shall increase over the proceeding year's base by the following rates:
- 2012-13 – 2.0% price increase over 2011-12
 - 2013-14 – 2.5% price increase over 2012-13
 - 2014-15 – 2.5% price increase over 2013-14
 - 2015-16 – 2.5% price increase over 2014-15
- 4.2 In the event of unusual circumstances, such as changes in state or federal taxes, laws or specifications, increased insurance or surety premiums or any other condition which causes any of the Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the parties shall determine a reasonable and just amount to cover such increase, and rates of Contractor compensation set forth in Exhibit A shall be adjusted to reflect such increase.

SECTION 5: FUEL

- 5.1 Contractor shall purchase at its own cost, inclusive of all fuel taxes, all fuel required for the operation of buses hereunder with a price ceiling of \$1.75 per gallon. Any fuel cost, minus the federal tax, in excess of \$1.75 shall be borne by the District. Contractor will address this cost during the monthly contracting billing. In addition, the District shall have the option of purchasing the fuel necessary for the operation of the fleet, said cost for fuel (up to \$1.75 per gallon) which will be deducted from any monthly payment from the District.

SECTION 6: ROUTES AND SCHEDULES

- 6.1 Contractor shall plan and establish all routes, stops and schedules in consultation with and subject to the review and approval of the District. Contractor shall furnish District a complete route map on or before the first day of enrollment of each school year.
- 6.2 District shall furnish Contractor with a list of student names and addresses not later than 30 days prior to the start of each school year, from which Contractor will, in consultation with and subject to the review and approval of the District, construct a complete route map on or before the first day of enrollment of each school year. Contractor shall use the route information provided by District to calculate the approximate time of pick up and drop off for each stop. Contractor shall then provide a list of such times to District. District shall inform parents and families of these times.
- 6.3 District reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from District. In the event District changes routes or schedules once service has begun or been published, District will assist in republication of changes or other notification to those patrons whose service has been changed. Contractor shall consult with District as to stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. In the event any stop or portion of a route remains unchanged by District after such discussions, that and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or students, Contractor may reject the stop or route portion and provide the District with alternative designations by written notice.

SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall provide within 30 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.
- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by the District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually

agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.

- 7.3 Contractor shall immediately notify the Superintendent of Schools, or his or her designated representative, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relative facts including police case number when available.

SECTION 8: INDEMNIFICATION

- 8.1 Contractor agrees to indemnify, hold harmless and defend District, its governing board, officers, employees and agents from and against every claim, demand or causes of action and all liabilities, losses, damages, expenses, or costs of any name, nature, or description, specifically including but not limited to court costs and reasonable attorneys fees, made by any person, firm, or corporation, or any other entity which the District may incur in connection therewith, to the extent such claims, demands or causes of action arise, in whole or in part, directly or indirectly, out of or are in any way related to any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees.
- 8.2 District agrees to indemnify, hold harmless and defend Contractor, its directors, officers, employees and agents from and against every claim, demand or causes of action and all liabilities, losses, damages, expenses, or costs of any name, nature, or description, specifically including but not limited to court costs and reasonable attorneys fees, made by any person, firm, or corporation, or any other entity which the Contractor may incur in connection therewith, to the extent such claims, demands or causes of action arise, in whole or in part, directly or indirectly, out of or are in any act of neglect, default or omission of District in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

SECTION 9: INSURANCE

- 9.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, General Liability and Automobile Liability Insurance to protect Contractor, its drivers and other personnel. Contractor shall provide General Liability limits of not less than \$5,000,000.00 each occurrence and aggregate bodily injury and property damage and \$1,000,000.00 Personal Injury each occurrence and

aggregate; Automobile Liability limits of not less than \$5,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos; and umbrella coverage of not less than \$2,000,000.00 in addition to the limits listed above, Contractor shall also maintain uninsured/underinsured motorist coverage and medical payments coverage to the extent required by law. Contractor agrees to provide to District a certificate of insurance evidencing such coverage and designating District as an additional insured as its interest may appear for both the General and Automobile Liability programs, and reference to the hold harmless and indemnification provisions in this contract, such certificate to be provided by July 1st of each contract year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and District. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between the Contractor and the District. Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement.

- 9.2 Contractor agrees to purchase and maintain workers' compensation insurance on all individuals who may be employed by Contractor to perform work related to this Agreement. A copy of the policy of insurance or, in lieu thereof, a certificate of insurance evidencing that such insurance is in full force and effect shall be furnished to the District upon request.
- 9.3 District will, at its own expense, procure and keep in force general liability insurance as is customary in the business and at limits of not less than \$1,000,000.00.

SECTION 10: FORCE MAJEURE

- 10.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, governmental action or any other condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this Agreement.

SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever (a) inclement weather or impassability of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 6:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of Supplemental Transportation. If District does not notify Contractor by 6:00 a.m., District shall pay Contractor half the daily rate per bus for that day.

11.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.

SECTION 12: SAFETY PROGRAM

12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program.

12.2 Contractor's employees shall not be required to perform any medical functions for passengers.

SECTION 13: MANAGEMENT PERSONNEL

13.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to District. Contractor will designate a crisis management contact person for emergency contact with District. Prior to the start of the school year, Contractor shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.

13.2 District shall employ management personnel who shall be responsible for coordination of the student transportation requirements of District to be furnished under this Agreement and who shall be District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year, District shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.

SECTION 14: OPERATIONS PERSONNEL/DRIVERS

14.1 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous, reliable, safe, and on time service, and to fulfill the terms of this Agreement.

14.2 Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus.

14.3 Contractor shall be responsible for hiring and discharging personnel employed by

Contractor to perform its obligations hereunder; provided, however, that District shall have the right to request Contractor to remove from service to the District any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided, further, that District shall make such request in writing, state the reasons therefore, that such request does not violate applicable laws against discrimination.

14.4 Contractor shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance applicable Nebraska state laws, rules and regulations. Contractor will provide District with evidence of drivers' qualifications not less than 30 days after drivers begin assignments in the District. Contractor will provide information on training programs to ascertain the quality and quantity of training as requested by the District. Contractor agrees that each driver shall:

14.4.1 Be a minimum of 21 years of age.

14.4.2 Possess a valid license or permit issued by this State authorizing such person to operate a school bus.

14.4.3 Have experience in the operation of a school bus, heavy motor vehicle, or have successfully completed equivalent training.

14.4.4 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter.

14.4.5 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.

14.4.6 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.

14.4.7 Meet any other criteria required by law or by District's policies, rules or regulations.

SECTION 15: TRAINING REQUIREMENTS

15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The District shall have the right to review course content.

- 15.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers without Contractor approval.

SECTION 16: EQUIPMENT

- 16.1 All school buses supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations. Contractor shall maintain the school buses used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.
- 16.2 No school bus supplied by Contractor will exceed twelve (12) model years of age at the start of any school year, unless approved in writing by District. The average age of the daily bus fleet will be no more than 7 years old. Contractor agrees that if District has just cause and requests removal of a bus from its fleet, said bus will be removed. District shall make all such requests in writing to Contractor, and Contractor shall have a reasonable opportunity to review and respond to concerns advanced by District.
- 16.3 Carriers will have available spare buses, in a number that equals at least a 10% of the daily need. All buses used in connections with this contract shall be of such capacity, not exceeding a rating of ninety (90) student passengers, as shall be necessary to meet the needs of the District. Carrier shall keep all buses in a clean and sanitary condition and shall provide all maintenance and repairs of all buses and equipment used in connection with the Agreement. All maintenance and repairs shall be performed in accordance with industry standards and in conformity with all applicable federal or state laws, local ordinance, and/or any rules or regulations. Any buses older than 10 years will undergo a complete DOT inspection monthly. All buses and equipment shall be open to inspection by the District during normal operating hours.
- 16.4 The prices included with this Agreement do not include modifications to vehicles or routes required if seat belts were included in the equipment provided for students under this Agreement. If District or any government agency shall at some time in the future specify or request that Contractor provide lap & shoulder style seat belts for use in vehicles providing Transportation under this Agreement, the parties shall negotiate in good faith, to mutual agreement, on alternative pricing and availability of vehicles to service District under this Agreement. In the event that District or any governmental agency imposes additional equipment requirements other than those

set forth above on Contractor's vehicles during the term of this Agreement which are specific requirements for the operation of this contract or immediate installation is required for continuing operation of the vehicles, Contractor and District shall negotiate in good faith concerning price increases applicable to such equipment installation. During the period of said negotiation, Contractor shall continue to provide all of the services set forth in this Agreement without interruption.

- 16.5 Contractor agrees that all vehicles shall be equipped with two-way radios. Contractor agrees to perform an inspection of all radios prior to the start of the school year to ensure proper performance. Contractor shall provide one (1) individual in the bus garage/office during regular route time to assure availability of the District and any bus. Contractor will also provide digital cameras for each Regular Education route.

SECTION 17: PUPIL DISCIPLINE/VANDALISM

- 17.1 The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils and then only after radio notice to Contractor's terminal and to the pupil's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The District and the Contractor will, in the event the contractor determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to the Contractor being required to transport such pupil. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.
- 17.2 Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, with the written concurrence by District, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

SECTION 18: USE OF DISTRICT FACILITY

- 18.1 District will lease to Contractor and Contractor will lease from District a transportation facility for the maintenance and parking of buses according to the

terms and conditions of the Lease Agreement attached hereto as Exhibit B and incorporated by this reference.

SECTION 19: ASSIGNMENT

19.1 This Agreement shall not be assigned by the parties hereto, without the written consent of the District, which consent shall not be unreasonably withheld or delayed. However, the Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.

SECTION 20: TERMINATION

20.1 If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation, the non-defaulting party may terminate this Agreement as follows: on the first business day following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party 15 days' notice of termination. If the non-defaulting party does not provide this 15-day notice of termination, the default notice shall be deemed rescinded.

20.2 District reserves the absolute right without cause to cancel this Agreement effective at the end of any Contract Year on the failure of the state legislature to provide adequate funding to allow District to provide transportation services to students within District. In the event District shall elect to terminate this Agreement due to state legislative funding deficiencies, District shall give written notice to Contractor on or before May 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. In the event state funding is restored following a termination of this Agreement under this Section, Contractor shall be entitled to a right of first refusal to provide continuing service to District under this Agreement.

SECTION 21: CHANGE OF LAW

21.1 In the event that District or any governmental agency imposes additional equipment requirements-including but not limited to seat belts-other than those in place as of April 25, 2008, Contractor and District shall negotiate in good faith concerning price increases applicable to such equipment installation. During the period of said negotiation, Contractor shall continue to provide all of the services set forth in this Agreement without interruption.

SECTION 22: SURVIVAL

22.1 The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement.

SECTION 23: STATUS OF CONTRACTOR

23.1 In the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor employed to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Each party agrees that it alone shall have the sole responsibility for determining the compensation and benefits to be paid to individuals employed by it; that it shall have the sole responsibility to pay such individuals all amounts, including overtime, to which they may be entitled; and that it will comply with all requirements relating to deductions from and reporting of income which may be applicable thereto. Neither of the parties' employees shall be eligible to participate in employee benefit plans maintained by the other party to this Agreement. The District shall neither have nor exercise any control or direction over the means or methods by which any individual employed by Contractor performs their work or functions, except that Contractor agrees to cause such individuals to perform such work and functions at all times in accordance with the terms of this Agreement. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

SECTION 24: SEVERABILITY

24.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect, except as would materially deprive either party of the benefit of their bargain under this Agreement.

SECTION 25: EXTENSION AND MODIFICATION

25.1 Contractor and District may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

SECTION 26: NOTICE TO PARTIES

- 26.1 All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

Notices to District shall be addressed to:

Charles Chevalier, Superintendent
South Sarpy School District No. 46
14801 108th Street
Springfield, NE 68059-4925

Notices to Contractor shall be addressed to:

Phil O'Donnell
Area General Manager
1804 Paul Street
Omaha, NE 68102

With a copy to:
FirstGroup America
600 Vine Street,
Suite 1400
Cincinnati,
OH 45202

- 26.2 District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 27: ENTIRE AGREEMENT

- 27.1 This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

SECTION 28: COMPLIANCE WITH THE LAW

- 28.1 Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

SECTION 29: PLACE OF CONTRACT/CONTROLLING LAW

29.1 This Agreement shall be governed by the laws of the State of Nebraska. All references in this contract to the "state" shall mean the State of Nebraska. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Nebraska.

SECTION 30: AUTHORITY

30.1 Both parties warrant that they are properly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first hereinabove written.

FIRST STUDENT, INC.

SOUTH SARPY SCHOOL DISTRICT #46

By: _____
Title:

By: _____
Title:

Attest:

Attest:

By: _____
Title:

By: _____
Title:

Exhibit A Pricing

Listed below are the rates for the four year extension.

Bus Type/Description	2012-13	2013-14	2014-15	2015-16
Regular Education Routes				
School Bus Rate Per Day	\$258.03	\$264.48	\$271.09	\$277.87
Number of School Buses	8	8	8	8
Per Hour Rate Over 4 Hours Per Route	\$32.88	\$33.70	\$34.54	\$35.40
Special Education Routes				
School Bus Rate Per Day	\$215.39	\$220.77	\$226.29	\$231.95
Number of School Buses	5	5	5	5
Per Hour Rate Over 4 Hours Per Route	\$32.88	\$33.70	\$34.54	\$35.40
Field/Activity Trip Rate				
Per Hour Rate Sit Time	\$11.31	\$11.59	\$11.88	\$12.18
Per Mile Rate	\$1.40	\$1.44	\$1.48	\$1.52

Sliding Scale

Projected fixed overheads if business reduces by one school bus:

Number of Buses	Add Per Bus Per Day
11	\$10.00
12	\$5.00
13	0

Projected fixed overheads if business grows by one school bus:

Number of Buses	Reduce Per Bus Per Day
13	0
14	\$2.50
15	\$5.00

Exhibit B Lease Agreement

THIS LEASE is made and entered into this 9th day of April, 2012, by South Sarpy County School District #46, Springfield, Nebraska, hereinafter called "LESSOR" and First Student, Inc., hereinafter called "LESSEE."

For and in consideration of the rent herein specified to be paid by Lessee and the performance of the other covenants, conditions and agreements herein agreed to be kept and performed by Lessee, Lessor does hereby let and demise to the Lessee, and the Lessee does hereby take and accept from the Lessor, the following described premises together with all improvements thereon, specifically including the structure commonly referred to as the "Bus Barn" (collectively, the "Premises") and the tools and equipment set forth on Exhibit "B" which is attached hereto and incorporated herein by this reference.

1. **Term.** The term of this Lease shall coincide with the School Bus Transportation Services Agreement of even date herewith by and between Lessor and Lessee (the "Transportation Contract"). This Lease shall automatically terminate in the event said Transportation Contract is cancelled.
2. **Rent.** During the term of this Lease, Lessee shall pay Lessor an amount of \$12,000.00 per year which shall be due and payable in equal monthly installments on the first business day of each month commencing August 1, 2012.
3. **Utilities.** During the term of this Lease, Lessor shall be responsible for the payment of all heat and utilities.
4. **Taxes.** During the term of this Lease, Lessor shall be responsible for the payment of all real estate taxes assessed against the leased Premises.
5. **Insurance.** During the term of this Lease, Lessee shall purchase and maintain, in force, insurance insuring the contents of the Premises against loss or damage by fire, flood, theft, or other casualty in an amount equal to their full replacement value, together with comprehensive public liability insurance with limits of not less than \$1,000,000 per occurrence, a \$2,000,000 aggregate, and property damage limits of \$100,000. Lessee shall cause all such policies of insurance to be endorsed to waive subrogation against the Lessor, its elected board, and its and their members, officers, agents, and employees. During the term of this Lease, the Lessor shall keep the Premises and all improvements thereon insured against loss by fire or other casualty. Without limiting the obligation of Lessee to maintain insurance which provides for waiver of subrogation, Lessee hereby waives all causes of action and rights of recovery against Lessor and against Lessor's elected board members and its and their agents, officers, and employees for any loss occurring to any property of Lease resulting from any of the perils

insured against under any and all casualty insurance policies in effect at the time of any such loss regardless of cause or origin of such loss.

6. **Maintenance.** During the term of this Lease, Lessee shall keep the Equipment, the interior of the Premises including the Bus Barn and all related structures, and all mechanical elements thereof in as good an order, condition, and repair as the same were in at the time of commencement of this Lease, reasonable wear and tear and damage by the elements excepted. Lessor shall be responsible for maintenance and repair of the roof and exterior walls and all structural elements.

7. **Use.** The leased Premises shall be used only for the storage and maintenance of vehicles and Equipment used by Lessee in connection with the Transportation Contract. Lessee shall use and occupy the Premises for lawful purposes solely and shall conduct its business in compliance with any federal, state, or municipal statute, regulation, or ordinance, and shall conduct its business in conformity with any insurance requirement governing the same. Lessee shall not commit or suffer to be committed any waste or nuisance on the agreed Premises.

8. **Alterations.** Lessee shall make no alterations to the Premises without the prior written consent of the Lessor.

9. **Indemnity.** Lessee shall indemnify, defend, and save harmless Lessor, its elected board, and its and their members, officers, agents, and employees from and against any liability, claim, demand, action, or cause of action, which made or asserted, which arise out of or are in any way related to the use, occupancy, or enjoyment of the leased Premises or the Equipment by Lessee, the performance or nonperformance of any covenant or agreement of Lessee hereunder, and/or any act or omission of Lessee and their agents, servants, and employees. Lessor shall indemnify, defend, and save harmless Lessee from and against any liability, claim, demand, action, or cause of action, made or asserted, arising out of performance of any covenants or agreements of Lessor hereunder and any act or omission of Lessor or Lessor's agent occurring in or about the Premises.

10. **Environmental.** Prior to October 1, 2008 the District will complete a full Phase I environmental audit, above ground storage tank audit, OSHA audit and security assessment, as applicable. In the event a Phase II environmental audit is required, it will be the responsibility of the District to make any repairs or remedies required, as a result of the audits. This will provide a baseline of any environmental issues at the time lessee becomes responsible for the premises. At the end of the lease, lessee will perform similar audits, and be responsible for environmental problems caused by its operations.

11. **Termination.** This Lease shall terminate simultaneously with the termination of the Transportation Contract of even date herewith. Upon termination, Lessee shall surrender the Premises and the Equipment to Lessor broom clean, in good order, condition, and repair, ordinary and reasonable wear excepted.

12. **Termination by Lessor.** In the event the Bus Barn, located on the Premises or any material portion thereof, is damaged or destroyed, Lessor shall have the option to terminate this Lease within sixty (60) days of such damage, if Lessor reasonably determines that the cost of repair to the Bus Barn exceeds thirty percent (30%) of the value of the Bus Barn exclusive of the land prior to such damage.

13. **Assignment and Subletting.** Lessee shall not assign, sublease, or otherwise transfer, by operation of law or otherwise, this Lease or any interest herein without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion.

14. **Default and Remedies.**

- a. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Lessee to make any payment of rent or any other payments required to be made by Lessee under this Lease when due; (ii) the failure by Lessee to observe or perform any of the provisions of this Lease to be performed by the Lessee; (iii) the failure by Lessee to pay its obligations as they become due; and/or (iv) the making of any general assignment or general arrangement for the benefit of creditors by Lessee, or the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under bankruptcy law or laws affecting creditor's rights unless, in the case of a petition filed against Lessee, such petition is dismissed within sixty (60) days.
- b. Remedies. On the occurrence of an Event of Default, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default or breach, exercise any one or more of the following:
- i. declare the Lease at an end and terminated;
 - ii. sue for the rent due and to become due under the Lease;
 - iii. sue for any damages sustained by Lessor;
 - iv. continue the Lease in effect and relet the Premises and/or Equipment on such terms and conditions as Lessor may deem advisable, with Lessee remaining liable for the monthly rent plus the reasonable cost of obtaining possession of the Premises and/or the Equipment, and for any repairs or alterations necessary to prepare the Premises and/or Equipment for reletting, less the rentals received from such reletting, if any. No action by Lessor shall be construed as an election to terminate the Lease unless written notice of such intention be given to Lessee.
- c. Late Charge. If Lessee fails to make any payment of rent, expenses, or other amounts required of Lessee under this Lease within ten (10) days of the date

such amount is due as set forth in this Lease, then in addition to any other amounts recoverable by Lessor hereunder, Lessee shall pay Lessor a late charge in an amount equal to \$0.18 for each dollar past due.

- d. **Non-Exclusive Remedies.** The remedies of Lessor set forth in this Section 13 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided hereunder or allowed by law or equity, including, but not limited to, the right of Lessor to seek and obtain an injunction and the right of Lessor to seek or obtain damages in addition to those specified herein. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future law if Lessee is evicted or dispossessed for any cause or if Lessor obtains possession of the Premises by reason of the breach by Lessee of any of its obligations under this Lease.

15. **Entry by Lessor.** Lessor and its agents and employees shall have the right to enter the Premises at all times, to examine the same, to make such maintenance, repairs to the Premises or any portion thereof, and to show the Premises at reasonable times to prospective lessees during the last six (6) months of the term of this Lease. Lessor shall take reasonable precautions to minimize the disruption to Lessee of any entry to the Premises by Lessor as provided in this Section.

16. **Entire Agreement.** This Lease and the exhibits, rider, and/or addenda, if any, attached hereto, set forth the entire agreement between the parties. No oral modification of, or amendment to, this Lease shall be effective, but this Lease may be modified or amended by written agreement signed by Lessor and Lessee.

17. **Governing Law.** This Lease and all provisions herein shall be governed by the laws of the State of Nebraska.

18. **Terms Binding.** Each and all of the terms and provisions herein contained shall extend to, be binding upon, and inure to the benefit of the parties hereto, their heirs, executors, administrators, and successors. Time is of the essence in this Lease.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LESSOR

SOUTH SARPY COUNTY SCHOOL
DISTRICT NO. 46

Attest:

By _____
President of the Board of Education

LESSEE

FIRST STUDENT, INC.

By _____
Authorized Representative