

Centura Board of Education Regular Meeting  
Monday, August 14, 2023 6:30 PM  
Centura Board Room  
P.O. Box 430  
Cairo, NE 68824

## **Agenda**

1. Call the meeting to order
2. Pledge of Allegiance and Recognition of Nebraska Open Meetings Act
3. Roll call - excuse/not excuse board members who are absent
4. Recognition of visitors and public comment
5. Approval of Consent Agenda
  - 5.1. Minutes from previous month's meeting(s)
  - 5.2. General Fund Claims - \$581,865.04 (\$486,231.79 Payroll \$95,633.25 Payables)
  - 5.3. Building Fund Claims - \$126,585.16
  - 5.4. Financial Reports as presented
6. School Board Policy
  - 6.1. Annual policy review/revision: 504.20 Bullying Prevention, 409.02 Certificated Employee Training, Workshops or Conferences, 503.01 Compulsory Attendance.
7. Review and Approve Superintendent Evaluation Tool
8. Review and Approve Johnson Control Agreement Renewal.
9. Review and Approve Consulting Services Agreement with First National Capital Markets.
10. Review and approve phone system upgrade.
11. Review and Approve Graduation Date Saturday May 4th @ 5:00pm
12. Discuss and consider approving the Baseball Proposal for the 2023-2024 School Year.
13. Discuss and consider approving an increase to the school district's property tax request authority by up to an additional seven percent above the base growth percentage.
14. Set Budget Retreat Date and Time
15. Set a Budget Hearing Date and Time.
16. Set the date and time for the second August Board Meeting date for the approval of final bills and for the purpose of end of the year transfers for the 2022-2023 Budget Cycle and for holding the annual board budget workshop.
17. Board Reports
  - 17.1. Policy Committee Report
18. Reports
  - 18.1. Elementary Principal report
  - 18.2. Secondary Principal report
  - 18.3. Superintendent report
19. Discussion items
20. Next Meeting date and time
21. Adjournment

## AGENDA

The tentative agenda for each board meeting shall state the topics for discussion and action at the board meeting. It shall be kept continuously current and shall be readily available for public inspection at the district office during normal business hours.

Persons requesting to place an item on the agenda must make a request to the superintendent prior to the drafting of the tentative agenda. The person making the request must state the person's name, purpose of the presentation, action desired and pertinent background information. Adding such requests will be at the discretion of the superintendent after consultation with the board president. Requests made at a board meeting will be taken under advisement for being added to the agenda of the next regular board meeting.

The tentative agenda and supporting documents will typically be sent to board members 72 hours prior to the scheduled board meeting. These documents are the private property of the board member. Persons wishing to view the tentative agenda and supporting documents may do so at the Superintendent's Office of the district.

The board shall take action only on the items listed on the tentative agenda made available at the time of the public notice. All action items need to be on the agenda, but all agenda items do not need to be action items. Items added to the agenda may be discussed or taken under advisement by the board. If an added item is acted upon, the minutes of the board meeting shall state the reason justifying the immediate action. Only items of an emergency nature may be added to the agenda later than twenty-four hours before the scheduled meeting.

It shall be the responsibility of the board president and superintendent to develop the agenda for each board meeting.

A consent agenda may be presented by the president at the beginning of a meeting and used by the board for noncontroversial business. The consent agenda will consist of routine business that requires action but not necessarily discussion. These items may all be approved at the same time. A board member may ask that any item be removed from the consent agenda. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the board.

Legal Reference:	Neb. Statute 84-712 84-1408 to 1414
Cross Reference:	203 Organization of the School Board 403.05 Public Complaints about Employees 503 Student Rights and Responsibilities 1003 Public Examination of District Records

Approved: August 9, 2010 Reviewed \_\_\_\_\_ Revised: April 12, 2021

**Centura Board of Education Regular Meeting Minutes**  
**District #47-0100 – Howard County Nebraska**  
**Monday, July 17, 2023 6:30 PM**  
**Centura High School; Cairo, NE**

**Attendance Taken at 6:34 PM. Present: Justin Caspersen, Sandra Davis, Teresa Grabowski, Will Kemptar, Garrod Luhn, Louise Mohanna.**

**1. Public hearing to discuss, consider and receive input on School Board Policy 504.19 student fees and 504.19R1 student fees regulations**

*A special hearing to discuss, consider, and receive input on the proposed Student Fee Policy 504.19 was called to order by President Kemptar at 6:30 pm. Patrons present did not address the board during this hearing. The hearing closed at 6:31 pm.*

Motion to close hearing at 6:31 pm. Passed with a motion by Will Kemptar and a second by Teresa Grabowski.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea  
Yea: 6, Nay: 0

**2. Public hearing to discuss, consider, and receive input on School Board Policy 1005.03 parental involvement**

*A special hearing to discuss, consider, and receive input on School Board Policy 1005.03, Parental Involvement was called to order by President Kemptar at 6:32 pm. Patrons present did not address the board during this hearing. The hearing closed at 6:33 pm.*

Motion to close meeting at 6:33pm. Passed with a motion by Justin Caspersen and a second by Sandra Davis.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea  
Yea: 6, Nay: 0

**3. Call the meeting to order**

Notice of the meeting was given in advance thereof, according to law, by proper publication, a designated method for giving notice to the School District, and a copy of the proof of publications was attached to these minutes. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the agenda was communicated in this meeting. All proceeds of the Board of Education were taken while the convened meeting was open to the attendance of the public. President Kemptar called the meeting to order at 6:34pm.

**4. Pledge of Allegiance and Recognition of Nebraska Open Meetings Act**

Board President Kemptar led in the Pledge of Allegiance and then recognized a current copy of the Nebraska Open Meetings Act posted in the room.

**5. Roll call - excuse/not excuse board members who are absent**

**6. Recognition of visitors and public comment**

No patrons present wished to address the board.

## **7. Approve ESU10 SPED Supervision Agreement.**

Superintendent Dr. Ashley Tomjack explained the need for SPED supervision due to our previous SPED Director taking a new position outside of Centura. Board members discussed and asked questions about what services ESU10 would provide. Jean Anderson from ESU10 was present and provided insight into the SPED services ESU10 will be able to provide.

Motion to approve ESU10 SPED Supervision Agreement. Passed with a motion by Teresa Grabowski and a second by Sandra Davis.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea

Yea: 6, Nay: 0

## **8. Approval of Consent Agenda**

Motion to approve consent agenda as presented Passed with a motion by Teresa Grabowski and a second by Justin Caspersen.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea

Yea: 6, Nay: 0

## **8.1. Minutes from previous month's meeting(s)**

### **8.2. General Fund Claims - \$619,987.38 (\$125,238.83 Payables \$494,748.55 Payroll)**

Acco Brands USA LLC 410.86, AKRS Equipment 1,721.67, Amazon Capital Services 4,747.61, Armbruster Electric 2,359.11, AS Central Services 238.13, Aurora Coop 2,147.56, Beberniss, Melissa 145.41, Black Hills Energy 731.87, Blick Art Materials 2,228.77, CAROLINA BIOLOGICAL SUPPLY CO 222.90, Central Nebraska Rehab Services 4,758.49, Centura Activity Fund 21.55, CENTURA HOT LUNCH FUND 90.20, Centurylink 403.23, Comfort Inn 239.90, COMPANION CORPORATION 1,846.00, Eakes Office Solutions 7,234.13, Ecolab 113.10, ESU #10 4,586.94, ESU COORDINATING COUNCIL 653.25, FLINN SCIENTIFIC, INC 514.38, Gustave A. Larson Company 481.66, Hamilton 82.98, Heartland Disposal 600.00, HIRERIGHT LLC 115.65, Home Depot Pro 100.96, HOME DEPOT 325.78, Howard Greely RPPD 7,930.98, Huryta, Karrie 108.00, Integrated Security Solutions 618.00, IXL Learning 6,975.00, J&D Automotive 36.66, JAMF Software 7,766.00, Johnson Controls, Inc. 3,895.69, KSB School Law 971.66, Lee Enterprises 99.20, Live Well Counseling Center 7,000.00, Mandt System, Inc., The 2,249.00, Marcia Brenner Associates 325.00, Menards 583.62, Midwest Floor Specialists 17,250.00, Music Is Elementary 131.24, NE COUNCIL OF SCHOOL ADMIN 935.00, NE DEPT. OF EDUCATION 20.00, NRCSA 850.00, OneSource 235.00, Pathway Insurance 10,618.33, Platte Valley Communications 30.00, Popplers Music 37.35, PowerSchool Group LLC 2,600.00, Quadient Finance 500.00, Rack Performance, Inc 1,000.00, READ NATURALLY, INC. 690.00, Really Good Stuff, LLC 146.89, Sam's Club/Synchrony Bank 1,291.24, Software Unlimited, Inc. 7,450.00, Troy's Total Auto Repair 653.95, US Bank 545.11, Vernier Software & Technology, LLC 1,077.26, Village of Cairo 718.55, Wex Bank 770.80, WILLIAM V. MACGILL & CO. 1,983.99, Windstream 23.22, Total 125,238.83

## **8.3. Financial Reports as presented**

### **9. Approve moving General Fund Dollars to the Activity Fund.**

Activities Director Laethion Brown presented to the board the current activitie's budget and explained the need for money transferred from the General Fund into the Activities Fund.

Motion to approve moving \$50,000 General Fund Dollars to the Activity Fund. Passed with a motion by Teresa Grabowski and a second by Justin Caspersen.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea  
Yea: 6, Nay: 0

### **10. Approval of Track Resurfacing - Building Fund \$104,000**

Motion to approve the Track Resurfacing Invoice. Passed with a motion by Sandra Davis and a second by Justin Caspersen.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea  
Yea: 6, Nay: 0

### **11. School Board Policy**

#### **11.1. Approve New Policy 4063 Extra Duty and Extended Contract Payments.**

Motion to approve New Policy 4063 Extra Duty and Extended Contract Payments as presented. Passed with a motion by Teresa Grabowski and a second by Sandra Davis.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea  
Yea: 6, Nay: 0

#### **11.2. Annual policy review/revision: 504.19 student fees, 504.19R1 student fees regulations, 1005.03 parental and family involvement**

Motion to approve reviewed policies 504.19 and 504.19R1, 1005.03 as presented. Passed with a motion by Teresa Grabowski and a second by Justin Caspersen.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea  
Yea: 6, Nay: 0

### **12. Approve 23-24 Breakfast and lunch prices as presented**

No motion taken, approval and action is anticipated to be taken during a special board meeting.

### **13. Approve 23-24 Student and Teacher Handbooks as presented**

High School Principal Melissa Beberniss and Elementary Principal Janet Brown summarized changes to the handbooks for the 23-24 school year.

Motion to approve 23-24 Student and Teacher Handbooks as presented. Passed with a motion by Justin Caspersen and a second by Teresa Grabowski.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea  
Yea: 6, Nay: 0

### **14. Approve Dana F. Cole & Company as auditors for the year ending August 31, 2023**

Motion to Approve Dana Cole as Auditors for year ending August 31, 2023. Passed with a motion by Justin Caspersen and a second by Sandra Davis.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea  
Yea: 6, Nay: 0

### **15. Approve Surplus Sales Procedure of Unused School Property**

Superintendent Dr. Ashley Tomjack requested approval to sell surplus items under \$2,500. During the summer cleaning, our maintenance staff found extra equipment Centura doesn't have a use for. Board Member Justin Caspersen mentioned there is already a policy in place for the Superintendent to sell surplus items and also proposed a limit of \$5,000 instead of \$2,500. A motion was not made to add a new policy.

#### **16. Approve Maintenance Shed Demolish and Rebuild**

Superintendent Dr. Ashley Tomjack discussed the demolition and rebuilding of a new maintenance shed from Tri- State Carports. Dr. Tomjack presented 4 options to the board. Motion to approve the replacement building of the maintenance shed Passed with a motion by Justin Caspersen and a second by Garrod Luhn.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea

Yea: 6, Nay: 0

#### **17. Approve 23-24 School Calendar Revision.**

Superintendent Dr. Ashley Tomjack presented an overview of changes in the 23-24 District School Calendar. She encouraged the board to approve the district calendar as presented for now. The date of graduation will be discussed at an upcoming board meeting.

#### **18. Board Reports**

##### **18.1. Transportation**

Board member Louise Mohanna shared she was impressed with the new maintenance company, Midwest Bus Repair. They will be able to come on-site and work on our buses.

#### **19. Reports**

##### **19.1. Elementary Principal report**

Janet Brown presented the Elementary Principal's Report. Topics included new staff, MTSS planning, and handbook updates.

##### **19.2. Secondary Principal report**

Melissa Beberniss presented the Secondary Principal's report. Topics include new staff, MTSS training, admin retreats and teacher training.

##### **19.3. Superintendent report**

Dr. Ashley Tomjack presented the Superintendent's report. Topics included 1-1 meetings with staff, facilities maintenance and current open positions. She will be featured in a Phonograph Herald article next week.

#### **20. Discussion items**

Board members Justin Caspersen, Louise Mohanna and Will Kemptar volunteered to create an Activities Board Committee.

#### **21. Next Meeting date and time**

Next Regular Board Meeting: August 14, at 6:30pm.

#### **22. Adjournment**

Motion to adjourn meeting at 8:57 p.m. Passed with a motion by Teresa Grabowski and a second by Sandra Davis.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea

Yea: 6, Nay: 0

**Centura Board of Education Regular Meeting Minutes  
District #47-0100 – Howard County Nebraska  
Monday, July 31, 2023 6:30 PM  
Centura High School; Cairo, NE**

**Attendance Taken at 6:30 PM. Absent: Justin Caspersen, Present: Sandra Davis, Teresa Grabowski, Will Kemptar, Garrod Luhn, Louise Mohanna.**

**1. Call the meeting to order**

Notice of the meeting was given in advance thereof, according to law, by proper publication, a designated method for giving notice to the School District, a copy of the proof of publications being attached to these minutes. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the agenda was communicated in this meeting. All proceeds of the Board of Education were taken while the convened meeting was open to the attendance of the public. President Kemptar called the meeting to order at 6:30 PM.

**2. Pledge of Allegiance and Recognition of Nebraska Open Meetings Act**

Board President Kemptar led in the Pledge of Allegiance and then recognized a current copy of the Nebraska Open Meetings Act posted in the room.

**3. Roll call - excuse/not excuse board members who are absent**

**4. Discuss OPAA! renewal agreement with NDE.**

Superintendent Dr. Ashley Tomjack shared a 7.4% increase in OOPA! rates were determined by NDE based on the consumer price index.

**5. Set Breakfast/Lunch Prices for 2023-2024 School Year**

Superintendent Dr. Ashley Tomjack presented an overview of breakfast and lunch price increase for the 23-24 school year.

Motion to approve a 3% increase to the Breakfast/Lunch Prices for 2023-2024 school year as presented. Passed with a motion by Sandra Davis and a second by Teresa Grabowski.

Justin Caspersen: Absent, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea

Yea: 5, Nay: 0, Absent: 1

**6. Approve Tri-State Corporation payment**

Superintendent Dr. Ashley Tomjack presented the invoice for the Tri-State Corporation payment.

Motion to approve Tri-State Corporation payment. Passed with a motion by Teresa Grabowski and a second by Sandra Davis.

Justin Caspersen: Absent, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea

Yea: 5, Nay: 0, Absent: 1

**7. Discuss purchase and installation of new phone system**

Superintendent Dr. Ashley Tomjack and Kenley Reimers shared multiple quotes from three telephone companies. Dr. Tomjack and Kenley will continue to discuss and compare our options regarding a new phone system. A final proposal will be presented at a future board meeting.

**8. Next Meeting date and time**

Next Regular Board Meeting: Monday, August 14 @ 6:30 PM.

**9. Adjournment**

Motion to adjourn meeting at 7:16 p.m. Passed with a motion by Teresa Grabowski and a second by Sandra Davis.

Justin Caspersen: Absent, Sandra Davis: Yea, Teresa Grabowski: Yea, Will Kemptar: Yea, Garrod Luhn: Yea, Louise Mohanna: Yea

Yea: 5, Nay: 0, Absent: 1



# AIA Document G702™ - 1992

## Application and Certificate for Payment

TO OWNER: Centura Public Schools

PROJECT: Centura Public Schools Restroom Renovation

APPLICATION NO: 4

Distribution to:  OWNER

FROM CONTRACTOR:

Hackel Construction, Inc.  
47407 808th Road  
Ord, Ne 68862

VIA ARCHITECT:

CMBA Architects  
208 N. Pine Street  
Suite 301  
Grand Island, Ne 68881

PERIOD TO: 7/20/2023

ARCHITECT

CONTRACT FOR:

CONTRACTOR

CONTRACT DATE:

7/12/2023

FIELD

OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 490,000.00

2. NET CHANGE BY CHANGE ORDERS ..... \$ 11,294.31

3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 501,294.31

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 501,294.31

#### 5. RETAINAGE:

a. 10 % of Completed Work

(Columns D + E on G703)

b. 0 % of Stored Material

(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$

6. TOTAL EARNED LESS RETAINAGE ..... \$ 501,294.31

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 347,698.75

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 103,595.56

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6)

\$ -0-

#### CHANGE ORDER SUMMARY

Total changes approved in previous months by Owner

Total approved this month

NET CHANGES by Change Order

ADDITIONS

DEDUCTIONS

TOTAL

TOTAL

\$ 11,294.31  
\$ 11,294.31  
\$ 11,294.31

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Jenna Hackel

Date: 7/20/23

State of:

County of: Valley

Subscribed and sworn to before

me this

day of

July 2023

Notary Public: Kelley K. Ostrom

My commission expires: January 6, 2025



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 103,595.56

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Tracy Kelly

Date: 07/31/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# AIA<sup>®</sup>

## Document G703<sup>™</sup> - 1992

### Continuation Sheet

AIA Document G702<sup>™</sup>-1992, Application and Certificate for Payment, or G732<sup>™</sup>-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **4**  
 APPLICATION DATE: **7/20/2023**  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO: **G12119**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C-G)</i>	I RETAINAGE <i>(if variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD				
	General Conditions	142,525.50	142,525.50			142,525.50	100	
	Existing Conditions	25,000.38	25,000.38			25,000.38	100	
	Concrete	4,920.00	4,920.00			4,920.00	100	
	Masonry	37,800.00	37,800.00			37,800.00	100	
	Wood, Plastics, & Co	3,575.00	3,575.00			3,575.00	100	
	Thermal & Moisture	10,220.00	10,220.00			10,220.00	100	
	Openings	27,993.00	27,993.00			27,993.00	100	
	Finishes	51,994.12	51,994.12			51,994.12	100	
	Specialties	14,387.00	14,387.00			14,387.00	100	
	Plumbing	105,000.00	105,000.00			105,000.00	100	
	HVAC	52,500.00	52,500.00			52,500.00	100	
	Electrical	25,379.31	18,472.50	52,500.00		25,379.31	100	
	GRAND TOTAL	501,294.31	441,887.50	59,406.81		501,294.31	100	

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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# ORDER FORM

336 River End Lane  
Dobson, NC 27017

Toll # 877-494-2997 Cell# 336-755-2260  
Fax #336-719-0585 Fax # 336-719-0703

DATE \_\_\_\_\_

TANA  
DEALER NAME

336-673-3329

50PSF / 115 WIND  
 35PSF / 110 WIND

DEALER PHONE# \_\_\_\_\_

NAME CENTURA PUBLIC SCHOOLS COUNTY HALL CERTIFIED  NON CERTIFIED

ADDRESS 201 N STATE HWY 11 CITY CAIRO STATE NE

PHONE (WORK) 308-627-8107 HOME \_\_\_\_\_ ZIP CODE 68824 14G  12G

CARPORIT SIZE 18 (w) X 51 (L) FT HEIGHT 14 (H)

COLOR TOP BURGUNDY OPTION \_\_\_\_\_

COLOR OF TRIM BURGUNDY FEATURES \_\_\_\_\_

COLOR OF SIDES WHITE REQUIRES LIFT AT INSTALL

COLOR OF ENDS WHITE CERTIFIED 50/115

\*\*WAINCOAT BURGUNDY



ARE YOU READY	<input checked="" type="checkbox"/>	ELECTRICITY AVAILABLE	<input checked="" type="checkbox"/>	INSTALL IN CEMENT	<input checked="" type="checkbox"/>	GROUND	<input type="checkbox"/>	ASPHALT	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>
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Customer is responsible for obtaining local permits, covenant searches, right of way or setback restrictions. Please inform the installer of any underground cables, gas lines, or any other utility lines. Tri-State Carports Inc. will not be held responsible for any damage to the previously mentioned utilities. Un-level lot voids warranty. Tri-State Carports, Inc. will not be responsible for down payment refunds. Any building longer than 31' that does NOT have vertical roof will not have any other warranty other than 30 day workmanship warranty.

**Things You Should Know:**

- LOT MUST BE LEVEL OR UNIT WILL BE INSTALLED "AS IS" ON LOT.
- CUSTOMER MUST SUPPLY LULL-LIFT FOR BUILDINGS 32' AND WIDER AND 13' AND HIGER
- We Strongly recommend vertical roofs on buildings Longer THAN 31' to prevent buildings from leaking.
- CUSTOMER SERVICE WILL CONTACT "YOU" FOR AN APPOINTMENT.

CUSTOMER INITIAL  29 gauge steel roof Panels



Any installation concern must be reported within 30 days of installation to Tristate Carports, Inc. Tristate Carports, Inc. is not liable for any damage as a result of any inclement weather. Customer expressly agrees that the carport/garage shall remain property of Tristate Carports, Inc. until payment is made in full. This does not relieve the customer from liability for specific performance of the contract including legal fees and court costs, at the seller's option. Tristate Carports, Inc. reserves the right to cancel any order. Prices subject to change without notice.

NOTE: FRAMES ON ALL BUILDINGS ARE 20', 25', 30', 35', 40', ETC. IN LENGTH. HORIZONTAL PANEL ROOFS HAVE A 6" ROOF OVERHANG ON FRONT AND BACK. VERTICAL ROOFS DO NOT HAVE OVERHANG ON FRONT OR BACK. BASE PRICE REFLECTS PRICE FOR ROOF ONLY; SIDES ENDS ETC ARE OPTIONAL FEATURES. PLEASE NOTE: units 10'-12' high need extra support. The cost is \$400.00 or \$300.00 if the customer does it theirself. We are not responsible for instability if extra support is not purchased.

I have read and completely understand the above information and give my approval for installation of the above listed unit. *Ashley Tomjack* AT (Customer signature)



Balance to be paid in full at time of completion of building, to Tristate Carports, Inc. by Cashiers Check, Money Order, Visa, Master Card or Discover Card. NO CASH OR PERSONAL OR BUSINESS CHECKS PLEASE! Tri-State Carports has the right to REPOSSESS the carport. NO refunds on Special Orders or Down Payments!  
With Customer present at time of installation, customer will sign below to signify acceptance of unit as installed.

OPTIONS	PRICE
18X51 + CONNECT	\$ 9,008.00
14' LEGS	\$ 4,426.00
ENCLOSE SIDES-	\$ 4,174.00
ENCLOSE ENDS	\$ 4,204.00
3' BRACE	\$ 172.00
12X12 -END	\$ 2,304.00
10X8 SIDE	\$ 992.00
HEADER BAR	\$ 100.00
WALK DOOR-SIDE	\$ 515.00
SIDE DOOR FEE	\$ 50.00
4 XTRA SUPPORTS	\$ 400.00
<b>LABOR DAY SALE</b>	<b>\$ (801.00)</b>
<b>SUBTOTAL</b>	<b>\$ 25,544.00</b>
Sales Tax	EXEMPT
<b>TOTAL</b>	<b>\$ 25,544.00</b>
10% Deposit *From Subtotal*	\$ (2,554.40)
<b>BALANCE DUE</b>	<b>\$ 22,989.60</b>
1.5% c-card processing tee *IF APPLIES*	\$ (38.32)
<b>to order today</b>	<b>\$ (2,592.72)</b>

PAID WITH:  CASHIERS CHECK  MONEY ORDER  CREDIT CARD  OTHER

CUSTOMER SIGNATURE: *Ashley Tomjack* INSTALLER SIGNATURE: \_\_\_\_\_

DATE: 7/31/23

\*\*SELF INSTALLATION HAS NO WARRANTY SIGNATURE REQUIRED\*\*

**Fund: 01      General Fund**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	Taxes Levied by School District	0.00	36,187.23	5,376,406.56	0.00	(5,376,406.56)
01 1115	Carline Taxes	0.00	0.00	10,048.44	0.00	(10,048.44)
01 1120	Public Power Dist Sales Tax	0.00	0.00	17,387.05	0.00	(17,387.05)
01 1125	Motor Vehicle Taxes	0.00	25,787.94	254,271.15	0.00	(254,271.15)
01 1140	PENALTIES & INTEREST ON TAXES	0.00	0.00	12,690.37	0.00	(12,690.37)
01 1510	Interest on Investments	0.00	2,931.40	9,083.39	0.00	(9,083.39)
01 1740	Student Fees	0.00	0.00	3,690.00	0.00	(3,690.00)
01 1800	REVENUE FROM COMMUNITY SERVICES ACTIVITIES	0.00	0.00	12,590.00	0.00	(12,590.00)
01 1911	Local License Fees	0.00	0.00	6,217.80	0.00	(6,217.80)
01 1920	Contributions & Donations	0.00	0.00	10,500.00	0.00	(10,500.00)
01 1925	Other Grants	0.00	0.00	10,559.40	0.00	(10,559.40)
01 1990	Miscellaneous Local Revenue	0.00	0.00	22,677.11	0.00	(22,677.11)
	<b>Subtotal: LOCAL RECIEPTS</b>	<b>0.00</b>	<b>64,906.57</b>	<b>5,746,121.27</b>	<b>0.00</b>	<b>(5,746,121.27)</b>
01 2110	County Fines and License Fees	0.00	1,338.88	19,314.95	0.00	(19,314.95)
01 2210	ESU Receipts	0.00	0.00	400.00	0.00	(400.00)
	<b>Subtotal: COUNTY AND ESU RECEIPTS</b>	<b>0.00</b>	<b>1,338.88</b>	<b>19,714.95</b>	<b>0.00</b>	<b>(19,714.95)</b>
01 3110	State Aid	0.00	0.00	366,773.00	0.00	(366,773.00)
01 3120	Special Education-School Age	0.00	0.00	302,931.00	0.00	(302,931.00)
01 3125	SPED Transportation-School Age	0.00	0.00	3,220.00	0.00	(3,220.00)
01 3130	Homestead Exemption	0.00	17,726.39	88,654.37	0.00	(88,654.37)
01 3131	Property Tax Credit	0.00	0.00	441,444.81	0.00	(441,444.81)
01 3180	Pro-Rate Motor Vehicle	0.00	0.00	8,956.37	0.00	(8,956.37)
01 3400	State Apportionment	0.00	0.00	82,395.67	0.00	(82,395.67)
01 3535	High Ability Learners	0.00	0.00	4,057.00	0.00	(4,057.00)
	<b>Subtotal: STATE RECEIPTS</b>	<b>0.00</b>	<b>17,726.39</b>	<b>1,298,432.22</b>	<b>0.00</b>	<b>(1,298,432.22)</b>
01 4309	HEAD START	0.00	0.00	33,250.00	0.00	(33,250.00)
01 4310	REAP	0.00	0.00	44,885.00	0.00	(44,885.00)
01 4421	IDEA Part-B (611) ARP	0.00	0.00	16,202.00	0.00	(16,202.00)
01 4423	IDEA PART B ARP PROPORTIONATE	0.00	0.00	900.00	0.00	(900.00)
01 4505	Title I-Part A ESSA	0.00	0.00	21,277.00	0.00	(21,277.00)
01 4509	Title II-Part A ESSA	0.00	0.00	15,285.00	0.00	(15,285.00)
01 4518	IDEA Part B (611) Base/EP	0.00	0.00	12,643.00	0.00	(12,643.00)
01 4521	IDEA Non-Public	0.00	0.00	10,281.00	0.00	(10,281.00)
01 4525	Federal Vocational (Carl Perkins)	0.00	0.00	900.00	0.00	(900.00)
01 4708	MEDICAID IN PUBLIC SCHOOLS	0.00	0.00	28,462.66	0.00	(28,462.66)
01 4969	TITLE IV, PART A	0.00	0.00	10,000.00	0.00	(10,000.00)
01 4997	ESSER II - CARES ACT	0.00	0.00	10,418.00	0.00	(10,418.00)
01 4998	ESSER III	0.00	0.00	247,332.00	0.00	(247,332.00)
	<b>Subtotal: FEDERAL RECEIPTS</b>	<b>0.00</b>	<b>0.00</b>	<b>451,835.66</b>	<b>0.00</b>	<b>(451,835.66)</b>
01 5301	INSURANCE ADJUSTMENTS	0.00	0.00	27,161.32	0.00	(27,161.32)
01 5690	OTHER NON-REVENUE RECEIPTS	0.00	302.25	302.25	0.00	(302.25)
	<b>Subtotal: NON-REVENUE RECEIPTS</b>	<b>0.00</b>	<b>302.25</b>	<b>27,463.57</b>	<b>0.00</b>	<b>(27,463.57)</b>
	<b>Fund Total:</b>	<b>0.00</b>	<b>84,274.09</b>	<b>7,543,567.67</b>	<b>0.00</b>	<b>(7,543,567.67)</b>

**Fund: 02      Depreciation Fund**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
02 1510	Interest on Investments	0.00	34.64	148.50	0.00	(148.50)
	Subtotal: LOCAL RECIEPTS	0.00	34.64	148.50	0.00	(148.50)
	Fund Total:	0.00	34.64	148.50	0.00	(148.50)

Fund: 05      **ACTIVITY**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
05 1510 0502	INTEREST	0.00	0.00	476.41	0.00	(476.41)
05 1510 0503	MONEY MARKET INTEREST	0.00	0.00	38.45	0.00	(38.45)
05 1710 0101	ACTIVITIES	0.00	5,831.32	79,075.36	0.00	(79,075.36)
05 1710 0102	SPIRIT SQUAD	0.00	0.00	7,795.55	0.00	(7,795.55)
05 1710 0103	FOOTBALL	0.00	0.00	6,685.00	0.00	(6,685.00)
05 1710 0104	GIRLS BASKETBALL	0.00	1,303.00	6,915.57	0.00	(6,915.57)
05 1710 0105	BOYS BASKETBALL	0.00	0.00	3,240.48	0.00	(3,240.48)
05 1710 0106	VOLLEYBALL	0.00	712.50	4,199.45	0.00	(4,199.45)
05 1710 0107	CROSS COUNTRY / TRACK	0.00	0.00	985.43	0.00	(985.43)
05 1710 0108	DANCE	0.00	0.00	425.45	0.00	(425.45)
05 1710 0109	GOLF	0.00	0.00	715.42	0.00	(715.42)
05 1710 0110	WRESTLING	0.00	0.00	498.09	0.00	(498.09)
05 1710 0111	Girls Softball	0.00	0.00	994.00	0.00	(994.00)
05 1710 0112	BOYS BASEBALL	0.00	500.00	8,882.51	0.00	(8,882.51)
05 1710 0223	Class of 2023	0.00	0.00	4,684.79	0.00	(4,684.79)
05 1710 0224	Class of 2024	0.00	0.00	3,233.27	0.00	(3,233.27)
05 1710 0225	Class of 2025	0.00	0.00	1,853.84	0.00	(1,853.84)
05 1710 0303	BOOKFAIR	0.00	0.00	242.99	0.00	(242.99)
05 1710 0304	DUNLAP GRANTS	0.00	0.00	34,169.19	0.00	(34,169.19)
05 1710 0306	GREENHOUSE	0.00	0.00	3,842.05	0.00	(3,842.05)
05 1710 0307	COURTESY FUND	0.00	0.00	830.05	0.00	(830.05)
05 1710 0308	BAND	0.00	0.00	17,870.98	0.00	(17,870.98)
05 1710 0309	PRESCHOOL	0.00	0.00	9,349.91	0.00	(9,349.91)
05 1710 0310	REVOLVING FUND	0.00	0.00	3,237.33	0.00	(3,237.33)
05 1710 0312	STUCO SCHOLARSHIPS	0.00	0.00	965.90	0.00	(965.90)
05 1710 0313	GENERAL CONCESSIONS	0.00	0.00	26,593.41	0.00	(26,593.41)
05 1710 0314	WOODS	0.00	0.00	15.00	0.00	(15.00)
05 1710 0315	HELPING HANDS - ELEM	0.00	0.00	1,142.17	0.00	(1,142.17)
05 1710 0316	FACULTY FUND	0.00	0.00	707.10	0.00	(707.10)
05 1710 0317	ELEM COURTESY	0.00	0.00	582.50	0.00	(582.50)
05 1710 0320	Strength & Conditioning	0.00	0.00	5,975.00	0.00	(5,975.00)
05 1710 0321	Centura Wellness	0.00	0.00	405.00	0.00	(405.00)
05 1710 0325	BACK PACK PROGRAM	0.00	0.00	420.00	0.00	(420.00)
05 1710 0400	FFA	0.00	0.00	51,357.14	0.00	(51,357.14)
05 1710 0401	YEARBOOK	0.00	0.00	1,668.00	0.00	(1,668.00)
05 1710 0405	SPEECH	0.00	0.00	1,015.62	0.00	(1,015.62)
05 1710 0406	DRAMA - One Act	0.00	0.00	2,358.01	0.00	(2,358.01)
05 1710 0407	ELEMENTARY STUDENT COUNCIL	0.00	0.00	495.58	0.00	(495.58)
05 1710 0408	FBLA	0.00	0.00	2,906.99	0.00	(2,906.99)
05 1710 0412	MIXED CHORUS	0.00	0.00	4,626.00	0.00	(4,626.00)
05 1710 0413	NHS	0.00	0.00	1,908.25	0.00	(1,908.25)
05 1710 0415	STUDENT COUNCIL	0.00	64.00	4,383.23	0.00	(4,383.23)
Subtotal: LOCAL RECIEPTS		0.00	8,410.82	307,766.47	0.00	(307,766.47)
Fund Total:		0.00	8,410.82	307,766.47	0.00	(307,766.47)

**Fund: 06 Hot Lunch Fund**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
06 1510	Interest on Investments	0.00	0.00	552.58	0.00	(552.58)
06 1611	Daily Sales-Student Lunches	0.00	0.00	67,347.30	0.00	(67,347.30)
06 1612	Daily Sales-Student Breakfast	0.00	0.00	16,836.92	0.00	(16,836.92)
06 1620	Daily Sales-Non Reimb	0.00	90.20	12,977.85	0.00	(12,977.85)
06 1990	Miscellaneous Local Revenue	0.00	0.00	12,665.25	0.00	(12,665.25)
Subtotal: LOCAL RECIEPTS		0.00	90.20	110,379.90	0.00	(110,379.90)
06 4210	State-Federal Nutrition Programs	0.00	0.00	160,297.50	0.00	(160,297.50)
Subtotal: FEDERAL RECEIPTS		0.00	0.00	160,297.50	0.00	(160,297.50)
Fund Total:		0.00	90.20	270,677.40	0.00	(270,677.40)

**Fund: 08 Special Building Fund**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
08 1100	Local Property Taxes	0.00	1,345.11	210,444.79	0.00	(210,444.79)
08 1115	Carline Taxes	0.00	0.00	384.50	0.00	(384.50)
08 1120	Public Power Dist Sales Tax	0.00	0.00	1,201.62	0.00	(1,201.62)
08 1140	PENALTIES & INTEREST ON TAXES	0.00	0.00	408.27	0.00	(408.27)
08 1510	Interest on Investments	0.00	513.50	1,990.07	0.00	(1,990.07)
08 1990	Miscellaneous Local Revenue	0.00	0.00	0.00	0.00	0.00
	Subtotal: LOCAL RECIEPTS	0.00	1,858.61	214,429.25	0.00	(214,429.25)
08 3130	Homestead Exemption	0.00	658.96	3,294.81	0.00	(3,294.81)
08 3131	Property Tax Credit	0.00	0.00	16,404.87	0.00	(16,404.87)
08 3180	Pro-Rate Motor Vehicle	0.00	156.77	670.93	0.00	(670.93)
	Subtotal: STATE RECEIPTS	0.00	815.73	20,370.61	0.00	(20,370.61)
08 4998	ESSER III	0.00	0.00	240,307.00	0.00	(240,307.00)
	Subtotal: FEDERAL RECEIPTS	0.00	0.00	240,307.00	0.00	(240,307.00)
	Fund Total:	0.00	2,674.34	475,106.86	0.00	(475,106.86)

**Fund: 12      Student Fees Fund**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
12 1741	EXTRACURRICULAR ACTIVITY FEES	0.00	0.00	600.00	0.00	(600.00)
	Subtotal: LOCAL RECIEPTS	0.00	0.00	600.00	0.00	(600.00)
	Fund Total:	0.00	0.00	600.00	0.00	(600.00)

**Revenue Summary Report**

Processing Month: 07/2023

User ID: TOMJSTEP

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	0.00	95,484.09	8,597,866.90	0.00	(8,597,866.90)

**Expenditure Report by Function/Object -  
Summary**

08/09/2023 01:43 PM

User ID: TOMJSTEP

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01	General Fund								
1100	REGULAR INSTRUCTIONAL PROGRAMS	3,076,911.44	230,535.02	2,811,195.37	91.95	265,716.07	0.00	18,120.99	247,595.08
1150	LIMITED ENGLISH PROF PROGRAMS	22,682.76	1,845.87	22,256.76	98.12	426.00	0.00	0.00	426.00
1160	PROVERTY PROGRAMS	785,703.51	60,960.74	772,994.01	98.38	12,709.50	0.00	0.00	12,709.50
1190	EARLY CHILDHOOD ED PROGRAMS	305,761.32	12,988.96	171,906.98	56.23	133,854.34	0.00	13.40	133,840.94
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	717,365.24	45,989.37	663,693.79	94.43	53,671.45	0.00	13,679.30	39,992.15
1291	SPED Instructional Programs-Ages 3-5	0.00	145.71	44,575.57	0.00	(44,575.57)	0.00	0.00	(44,575.57)
2110	ATTENDANCE AND SOCIAL WORK SERVICES	20,296.78	0.00	11,815.40	58.21	8,481.38	0.00	0.00	8,481.38
2120	GUIDANCE SERVICES	183,632.61	14,486.91	177,191.81	96.53	6,440.80	0.00	60.00	6,380.80
2140	PSYCHOLOGICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2141	Psychological Serv SPED School Age	1,224.00	0.00	120.78	9.87	1,103.22	0.00	0.00	1,103.22
2150	Deaf Education	3,060.00	0.00	0.00	0.00	3,060.00	0.00	0.00	3,060.00
2151	Speech Path SPED School Age	107,115.30	8,669.37	131,016.32	122.31	(23,901.02)	0.00	0.00	(23,901.02)
2152	Speech Pathology SPED-Age 3-5	1,020.00	0.00	3,228.25	316.50	(2,208.25)	0.00	0.00	(2,208.25)
2153	SPED Speech Path 0-2	1,020.00	0.00	251.85	24.69	768.15	0.00	0.00	768.15
2161	Occupational Therapy SPED School Age	15,606.00	0.00	13,230.85	84.78	2,375.15	0.00	0.00	2,375.15
2162	Occ Therapy SPED Age 3-5	5,406.00	0.00	2,979.58	55.12	2,426.42	0.00	0.00	2,426.42
2163	Occ Therapy SPED Age 0-2	0.00	0.00	18.25	0.00	(18.25)	0.00	0.00	(18.25)
2171	Physical Therapy SPED School Age	6,630.00	0.00	6,181.54	93.24	448.46	0.00	0.00	448.46
2172	Physical Therapy SPED Age 3-5	4,146.91	0.00	2,740.25	66.08	1,406.66	0.00	0.00	1,406.66
2173	PT SPED 0-2	255.00	0.00	451.56	177.08	(196.56)	0.00	0.00	(196.56)
2181	Vision Services SPED School Age	2,040.00	0.00	6,727.50	329.78	(4,687.50)	0.00	0.00	(4,687.50)
2182	Vision Services SPED 3-4	0.00	0.00	455.00	0.00	(455.00)	0.00	0.00	(455.00)
2190	OTHER PUPIL SUPPORT SERVICES	21,624.00	461.46	22,632.26	104.66	(1,008.26)	0.00	0.00	(1,008.26)
2212	Instruction and Curriculum Dev	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2213	Instructional Staff Training	11,510.68	41.46	11,518.30	105.76	(7.62)	0.00	655.00	(662.62)
2220	Library/Media Services	122,331.80	11,447.69	127,987.34	110.86	(5,655.54)	0.00	7,626.54	(13,282.08)
2230	Instruction-Related Technology	254,613.16	8,378.05	132,283.78	53.84	122,329.38	0.00	4,799.71	117,529.67
2240	Academic Student Assessment	714.00	0.00	1,027.50	230.74	(313.50)	0.00	620.00	(933.50)
2310	BOARD OF EDUCATION	30,804.00	601.84	26,298.40	85.37	4,505.60	0.00	0.00	4,505.60
2320	EXECUTIVE ADMINISTRATION	303,193.80	28,872.90	304,610.76	100.47	(1,416.96)	0.00	0.00	(1,416.96)
2330	District Legal Services	10,200.00	904.16	9,622.47	94.34	577.53	0.00	0.00	577.53
2410	Office of Principal	517,512.49	34,409.10	465,224.74	90.02	52,287.75	0.00	652.13	51,635.62
2510	GENERAL ADMIN-BUSINESS SERVICE	78,125.90	2,825.16	74,589.44	95.47	3,536.46	0.00	0.00	3,536.46
2570	Personnel Services/Trainings	612.00	0.00	80.00	13.07	532.00	0.00	0.00	532.00
2580	Admin Technology Services	1,530.00	0.00	795.00	51.96	735.00	0.00	0.00	735.00
2610	Operation of Buildings	717,173.35	50,883.46	595,201.38	82.99	121,971.97	0.00	0.00	121,971.97
2620	Maintenance of Buildings	220,116.00	26,535.33	251,988.52	114.48	(31,872.52)	0.00	0.00	(31,872.52)
2630	Care and Upkeep of Grounds	35,700.00	7,372.69	22,982.44	64.38	12,717.56	0.00	0.00	12,717.56
2650	Vehicle Acquisition and Maintenance	1,530.00	5,803.81	36,520.79	2,386.98	(34,990.79)	0.00	0.00	(34,990.79)
2660	Safety & Security	510.00	0.00	8,571.00	1,688.04	(8,061.00)	0.00	37.99	(8,098.99)
2670	Safety	2,040.00	0.00	11,141.68	546.16	(9,101.68)	0.00	0.00	(9,101.68)
2710	Vehicle Operation-Regular Educ	349,409.39	11,369.73	332,335.98	95.44	17,073.41	0.00	1,128.06	15,945.35
2712	Vehicle Operation-School Age SPED	26,520.00	0.00	26,450.60	99.74	69.40	0.00	0.00	69.40
3300	COMMUNITY SERVICES	14,131.41	0.00	16,102.08	113.95	(1,970.67)	0.00	0.00	(1,970.67)
3535	High Ability Leaners	3,288.25	0.00	2,753.23	83.73	535.02	0.00	0.00	535.02
3575	Innovation Grants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4700	Building Improvements	20,400.00	0.00	24,484.95	120.02	(4,084.95)	0.00	0.00	(4,084.95)
6200	Title I, Part A ESSA	94,650.90	7,744.66	93,067.48	98.33	1,583.42	0.00	0.00	1,583.42
6310	Title II, Part A ESSA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6402	IDEA Part B (611) Base SPED Trans	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6406	IDEA Preschool (619) Base	2,274.00	0.00	2,230.00	98.04	44.00	0.00	0.00	44.00
6408	IDEA Part B - Base/EP	149,672.76	12,281.96	147,327.36	98.43	2,345.40	0.00	0.00	2,345.40
6412	IDEA Part B Proportionate Share	3,549.60	0.00	7,252.38	204.32	(3,702.78)	0.00	0.00	(3,702.78)

**Expenditure Report by Function/Object -  
Summary**

08/09/2023 01:43 PM

User ID: TOMJSTEP

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
6421	IDEA ARP Part B 611	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6422	IDEA Arp Part B	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6423	IDEA PART B ARP PROPORTIONATE SHARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6700	Fed Voc & Applied Tech Ed (Carl Perkins)	3,060.00	0.00	239.90	7.84	2,820.10	0.00	2,820.10
6967	TITLE IV, PART A	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6969	Title IVA-SSAE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6992	REAP	45,782.70	0.00	46,602.30	101.79	(819.60)	0.00	(819.60)
6994	Homeless	0.00	0.00	7,000.00	0.00	(7,000.00)	0.00	(7,000.00)
6996	School Emergency Relief	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6997	ESSER II (COVID RELIEF)	0.00	0.00	10,418.00	0.00	(10,418.00)	0.00	(10,418.00)
6998	ESSER III Cares Act	13,629.37	0.00	253,839.28	1,876.97	(240,209.91)	0.00	(242,189.55)
8000	TRANSFERS (OUTGOING)	30,000.00	0.00	4,224.50	14.08	25,775.50	0.00	25,775.50
01	General Fund	8,346,087.03	585,555.41	7,920,435.26	95.49	425,651.77	0.00	49,372.76

**Expenditure Report by Function/Object -  
Summary**

08/09/2023 01:43 PM

User ID: TOMJSTEP

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
Grand Total:	8,346,087.03	585,555.41	7,920,435.26	95.49	425,651.77	0.00	49,372.76	376,279.01

**Treasurer's Report for the 2022-23 School Year  
as of July 31, 2023**

**General Fund**

Beginning Balance		\$2,123,637.03	
July	Income	\$84,274.09	
July	Expenses	(\$619,987.38) <	\$0.00 July expenditures
July	Adjustments	\$0.00	\$0.00 July Pre-pay
Ending Balance		<u>\$1,587,923.74</u>	<u>\$0.00</u>

Cash Found In: Balance Per Bank	\$1,609,273.08
Outstanding Checks	(\$21,349.34)
Adjustments	\$0.00
Total	<u>\$1,587,923.74</u>

**General Fund CD's**

#202828	\$192,322.17	Western Nationa	4.0%	Matures 04-11-2024
#15608	\$158,916.36	Pathway Bank	4.47%	Matures 04-19-24
#45419	\$108,769.44	Pathway Bank	4.23%	Matures 01-23-24
#45435	\$108,769.45	Pathway Bank	4.23%	Matures 01-23-24
#118240	\$170,481.72	Pathway Bank	4.47%	Matures 04-11-2024
#881244 (MM)	\$258,320.79	Pathway Bank	2.47%	Money Market
Total	<u>\$997,579.93</u>			

**Building Fund**

Beginning Balance		\$526,479.96
July	Income	\$2,674.34
July	Expenses	(\$104,000.00)
July	Adjustments	\$0.00
Ending Balance		<u>\$425,154.30</u>

Cash Found In:		
Checking Acct.	\$425,154.30	
Outstanding Checks	\$0.00	
Total	<u>\$425,154.30</u>	

**Depreciation Fund**

Beginning Balance		\$33,986.64
July	Income	\$34.64
July	Expenses	\$0.00
Ending Balance		<u>\$34,021.28</u>

Cash Found In: Checking Acct.	\$34,021.28
Outstanding Checks	\$0.00
Total	<u>\$34,021.28</u>

**Unemployment Fund**

Beginning Balance		\$17,019.63
July	Income	\$0.00
July	Expenses	
Ending Balance		<u>\$17,019.63</u>

Cash Found In:		
Checking Acct	\$17,019.63	
Outstanding Checks	\$0.00	
Total	<u>\$17,019.63</u>	

**Student Fees**

Beginning Balance		\$4,800.25
July	Income	
July	Expenses	.
Ending Balance		<u>\$4,800.25</u>

## Cash Found In:

Checking Acct.	\$4,800.25
Total	<u>\$4,800.25</u>

**Activity Accounts**

Beginning Balance		\$125,836.53
July	Income	\$8,583.53
July	Expenses	(\$4,320.11)
July	Adjustments	
Ending Balance		<u>\$130,099.95</u>

## Cash Found In:

Checking Acct.	\$48,492.89
CDs	\$71,592.63
Money Market	\$12,190.57
Outstanding Checks	<u>(\$2,176.14)</u>
Total	<u>\$130,099.95</u>

**Lunch Account**

Beginning Balance		\$138,545.36
July	Income	\$394.16
July	Expenses	(\$287.50)
July	Adjustments	
Ending Balance		<u>\$138,652.02</u>

Cash Found In: Checking Acct.	\$138,707.07
Outstanding Checks	<u>(\$55.05)</u>
Total	<u>\$138,652.02</u>

**Expenditure Report by Function/Object - Detail**

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
06	Hot Lunch Fund								
3100	Food Service Operations								
06 3100 110 001	Salaries Non-Instructional Staff	0.00	0.00	2,947.89	0.00	(2,947.89)	0.00	0.00	(2,947.89)
06 3100 110 002	Salaries Non-Instructional Staff	0.00	0.00	3,602.97	0.00	(3,602.97)	0.00	0.00	(3,602.97)
110	Salaries Non-Instructional Staff	0.00	0.00	6,550.86	0.00	(6,550.86)	0.00	0.00	(6,550.86)
06 3100 130 001	Overtime Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 130 002	Overtime Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130	Overtime Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 150 001	Addtl Compensation Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
150	Addtl Compensation Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 210 001	Group Insurance Non-Instructional	0.00	0.00	6.75	0.00	(6.75)	0.00	0.00	(6.75)
06 3100 210 002	Group Insurance Non-Instructional	0.00	0.00	8.25	0.00	(8.25)	0.00	0.00	(8.25)
210	Group Insurance Non-Instructional	0.00	0.00	15.00	0.00	(15.00)	0.00	0.00	(15.00)
06 3100 220 001	Social Security Non-Instructional	0.00	0.00	224.36	0.00	(224.36)	0.00	0.00	(224.36)
06 3100 220 002	Social Security Non-Instructional	0.00	0.00	274.19	0.00	(274.19)	0.00	0.00	(274.19)
220	Social Security Non-Instructional	0.00	0.00	498.55	0.00	(498.55)	0.00	0.00	(498.55)
06 3100 230 001	Retirement Non-Instructional	0.00	0.00	216.75	0.00	(216.75)	0.00	0.00	(216.75)
06 3100 230 002	Retirement Non-Instructional	0.00	0.00	264.93	0.00	(264.93)	0.00	0.00	(264.93)
230	Retirement Non-Instructional	0.00	0.00	481.68	0.00	(481.68)	0.00	0.00	(481.68)
06 3100 237 001	Increased Retirement Contributions	0.00	0.00	74.45	0.00	(74.45)	0.00	0.00	(74.45)
06 3100 237 002	Increased Retirement Contributions	0.00	0.00	90.95	0.00	(90.95)	0.00	0.00	(90.95)
237	Increased Retirement Contributions	0.00	0.00	165.40	0.00	(165.40)	0.00	0.00	(165.40)
06 3100 350 001	Technical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 350 002	Technical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	Technical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 431 001	Non Tech Repairs	0.00	0.00	8,190.23	0.00	(8,190.23)	0.00	0.00	(8,190.23)
06 3100 431 002	Non Tech Repairs	0.00	287.50	8,265.08	0.00	(8,265.08)	287.50	0.00	(8,552.58)
431	NON-TECHNOLOGY RELATED REPAIRS & MAINTEN	0.00	287.50	16,455.31	0.00	(16,455.31)	287.50	0.00	(16,742.81)
06 3100 570 001	Food Service Management	0.00	0.00	113,945.70	0.00	(113,945.70)	0.00	0.00	(113,945.70)
06 3100 570 002	Food Service Management	0.00	0.00	113,945.66	0.00	(113,945.66)	0.00	0.00	(113,945.66)
570	Food Service Management	0.00	0.00	227,891.36	0.00	(227,891.36)	0.00	0.00	(227,891.36)
06 3100 610 001	General Supplies	0.00	0.00	332.52	0.00	(332.52)	0.00	149.71	(482.23)
06 3100 610 002	General Supplies	0.00	0.00	160.18	0.00	(160.18)	0.00	0.00	(160.18)
610	General Supplies	0.00	0.00	492.70	0.00	(492.70)	0.00	149.71	(642.41)
06 3100 733 001	Furniture and Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 733 002	Furniture and Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
733	Furniture and Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 739 001	Other Equipment	0.00	0.00	38,342.55	0.00	(38,342.55)	0.00	53.34	(38,395.89)
06 3100 739 002	Other Equipment	0.00	0.00	6,407.55	0.00	(6,407.55)	0.00	0.00	(6,407.55)
739	Other Equipment	0.00	0.00	44,750.10	0.00	(44,750.10)	0.00	53.34	(44,803.44)
06 3100 810 001	Dues and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 810 002	Dues and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
810	Dues and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 890 001	Miscellaneous Expenses	0.00	0.00	301.85	0.00	(301.85)	0.00	0.00	(301.85)
06 3100 890 002	Miscellaneous Expenses	0.00	0.00	598.11	0.00	(598.11)	0.00	0.00	(598.11)
890	Miscellaneous Expenses	0.00	0.00	899.96	0.00	(899.96)	0.00	0.00	(899.96)
3100	Food Service Operations	0.00	287.50	298,200.92	0.00	(298,200.92)	287.50	203.05	(298,691.47)
06	Hot Lunch Fund	0.00	287.50	298,200.92	0.00	(298,200.92)	287.50	203.05	(298,691.47)

**Expenditure Report by Function/Object - Detail**

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
Grand Total:		0.00	287.50	298,200.92	0.00	(298,200.92)	287.50	203.05	(298,691.47)

Invoice Listing - Summary

Vendor ID	Vendor Name	Invoice Number	Description	Invoice Date	Check Date	Checking Account ID	Check Number	CC	Invoice Amount
AMAZONCOM	Amazon Capital Services	1H4X-1VHQ-4XNR	One Act Dunlap Grant	07/12/2023	07/12/2023	25328	5		238.99
BSNSPORTSI	BSN Sports Inc	921728555	youth camp t-shirts	07/12/2023	07/12/2023	25329	5		563.76
BSNSPORTSI	BSN Sports Inc	921770366	HS camp shirts	07/12/2023	07/12/2023	25329	5		513.78
CONCORDIAW	CONCORDIA WOMENS VOLLEYBALL	VB Camp	Camp entry fee	07/12/2023	07/12/2023	25330	5		275.00
DMILACOSPO	DMilaco Sports Fashions	00032928	Summer Camp T-Shirts	07/06/2023	07/06/2023	25327	5		388.50
RIDDELLALL	Riddell/All American Sports Corp.	951762126	FB Helmet Reconditioning	07/20/2023	07/20/2023	25332	5		1,020.08
SUNTYCH	Suntych, Blake	Event Worker Pay	VB Lines JH & JV	07/20/2023	07/20/2023	25333	5		165.00
USBANK	US Bank	State Track Hotel	State Track Hotel Rooms	07/12/2023	07/12/2023	25331	5		1,320.00

Report Total: 4,485.11

VOIDED CHECK -165.00

\$4320.11

## CERTIFICATED EMPLOYEE TRAINING, WORKSHOPS OR CONFERENCES

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, shall be made to the superintendent. Approval of the superintendent must be obtained prior to attendance by a certificated employee in a professional development program when the attendance would result in the certificated employee being excused from their duties or when the school district pays the expenses for the program.

Employees authorized by the superintendent to represent the school system at training, workshops and conferences will be allowed salary and expenses in conformance with regulations on expense reimbursement. Requests that involve unusual expenses or overnight travel must also be approved by the board.

The superintendent shall have sole discretion to allow or disallow certificated employees to attend or participate in the requested event. When making this determination, the superintendent will consider the value of the program for the certificated employee and the school district, the effect of the certificated employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the superintendent.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding professional development of such employees shall be followed.

Cross Reference:     402.08 Employee Travel Compensation  
                          402.11 Credit Cards

## BULLYING PREVENTION

The board recognizes the negative impact that bullying has on student health, welfare, safety, and the school's learning environment and prohibits such behavior. Bullying is defined as any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school sponsored activities or school-sponsored athletic events.

Bullying may constitute grounds for long-term suspension, expulsion or mandatory reassignment, subject to state and federal statutes and the district's student discipline and due process procedures.

Every report of alleged bullying that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing bullying investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged bullying.

It shall be the responsibility of the superintendent to implement appropriate programs or procedures for the purpose of educating students regarding bullying prevention.

This policy shall be reviewed annually.

Legal Reference:                   Neb. Statute 79-254 et seq. (Student Discipline Act)

Cross Reference:                 505     Student Discipline

## COMPULSORY ATTENDANCE

Any child who will reach six years of age prior to January 1 of the current year and who has not reached eighteen years of age shall meet the requirements of mandatory school attendance. Any such child shall attend the academic program on a regular basis, unless a written request to drop the child from the school rolls is made by the parent, guardian or other person having charge, control or custody of the child.

Any child of mandatory attendance age must by law regularly attend a public, private, denominational, parochial school or a combination of such schools not less than the entire school term of the school(s) which the child attends. This does not apply to a child who has obtained a high school diploma, completed the program of instruction offered by a non-accredited or non-approved school, has reached the age of 18, or who is at least 16 years old and whose parent or guardian has signed a notarized release discontinuing the enrollment of the child.

### **Withdrawal To Age 6**

The parent/guardian of any child who will not reach six years of age prior to January 1 of the current school year and who is enrolled, may discontinue that enrollment according to procedures provided by the district.

### **Minimum Age**

The district will not admit any child into kindergarten unless the child will reach the age of five years on or before July 31, except as follows:

1. the board shall admit a child who will reach the age of five years by October 15 if;
  - a. the parent provides an affidavit stating that the child attended kindergarten in another district, or
  - b. the family will be relocating to another district that allows admission within the current year, or
  - c. the child is capable of carrying the work of kindergarten which can be demonstrated through recognized assessment procedures approved by the board. The school board shall approve and make available a recognized assessment procedure for determining if a child is capable of carrying the work of kindergarten.

### **Early Withdrawal at Age Eighteen**

A person who has legal or actual charge or control of a child who is at least sixteen years of age but less than eighteen years of age may withdraw the child from school if an exit interview is conducted as required below, or if a signed notarized release form is filed with the Commissioner of Education as required by law for a child enrolled in a school that elects not to meet accreditation or approval requirements.

The exit interview shall be conducted at the time and place selected by the superintendent or the superintendent's designee upon receiving the written request of any person who has legal or actual charge or control of a child who is at least eighteen years of age if the child is enrolled in a school operated by the school district or resides in the school district and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- the child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the superintendent or the superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include other school district personnel or the child's principal or such principal's designee if the child is enrolled in a private, denominational, or parochial school.

At the exit interview, the person making the written request shall present evidence that the person has legal or actual charge or control of the child and that the child would be withdrawing due to either:

- a) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- b) an illness of the child making attendance impossible or impracticable.

The superintendent or superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign the withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

Any withdrawal form signed by the person making the written request shall be valid only if:

- a) the child signs the form unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- b) the superintendent or superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed

at the interview, and, in the opinion of the superintendent or the superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either:

- 1) family hardships requiring the child to be employed to support the child's family or dependents of the child, or
- 2) an illness making attendance impossible or impracticable.

Legal Reference: Neb. Statute 79-201 et seq.

Cross Reference: 502 Student Admissions

**CENTURA**  
**Performance Objectives Evaluation Instrument**  
**2023-2024**

**\*\* Dr. Tomjack needs to be evaluated once per semester for 2023-2024 school year and then once annually after**

**Goal #1**

During the 2023-2024 school year, the superintendent will develop systems and processes that ensure open communication and transparency with the Board.

*NCSA Standard 2: Board, Policy, and the Education System*

The superintendent provides direction for the board in policy development and district governance within the political, social, economic, or legal context in which the district exists.

*Key Indicators/Actions/Benchmarks/Evidence*

- Actively and continually fosters board relationships, and keeps board members informed and engaged in development.
  - Communicate with the whole board via weekly updates to include:
    - *The superintendents schedule for the week*
    - *Information impacting the school from a local, state, or federal policy standpoint*
    - *Facilities and staffing updates as relevant*
  - Development of Board Committees to begin early August 2023
  - Attend professional learning opportunities with Board of Education members
  
- Proactively responds to district needs and policy priorities.
  - Ensure Board meeting agendas include any needed policy updates to ensure compliance
  - Work with the Board to update policies during the 23-24 school year
    - *Utilize monthly committee meetings to review policies in each series and recommend changes for full board review*

Needs Improvement	Little or no evidence provided or observed of the Goal.
Developing	Some evidence provided or observed of the Goal with actionable steps to achieve the Goal.
Effective	Evidence provided and observed of the Goal being mastered including the alignment between the NCSA Standard and the work of the district.
Highly Effective	Evidence provided and observed of mastering and going beyond the Goal with a clear alignment between the NCSA Standard and the work of the district.
Comments on overall rating and/or evidence:	

## **Goal #2**

During the 2023-2024 school year, the superintendent will develop systems, processes, and personal knowledge that will ensure effective management of the school budget.

### *NCSA Standard 7: Systems Leadership and Management*

The superintendent promotes student success by managing the organizational structure and resources in a way that ensures a safe, efficient, and effective learning environment.

#### *Key Indicators/Actions/Benchmarks/Evidence*

- Ensures business processes and systems are in place for budgeting and financial planning.
  - Communicate with board members regarding the financial position of the district via:
    - *Monthly board committee meetings*
    - *A monthly financial report at each board meeting to include comparable historical data*
  - Attend professional learning opportunities hosted by state organizations including NDE, NCSA NASB
  
- Uses a systems approach that optimizes the use of facilities and transportation while maintaining a focus on clean, updated, safe, and secure facilities and vehicles.
  - Develop regular maintenance schedules for transportation and facilities, including our wastewater treatment facility
  - Ensure facilities, grounds, and vehicles are well-maintained, clean, and safe
  - In collaboration with the board, develop short-term and long-term goals for facilities improvements
  
- Identifies and resolves issues, manages conflicts, and builds consensus about the use of physical and financial resources throughout the district.
  - Research and provide transparency around the extra duty pay structure; address any potential changes
  - Develop a plan in collaboration with various stakeholder groups for the remodeling of the elementary playground

Needs Improvement	Little or no evidence provided or observed of the Goal.
Developing	Some evidence provided or observed of the Goal with actionable steps to achieve the Goal.
Effective	Evidence provided and observed of the Goal being mastered including the alignment between the NCSA Standard and the work of the district.
Highly Effective	Evidence provided and observed of mastering and going beyond the Goal with a clear alignment between the NCSA Standard and the work of the district.
Comments on overall rating and/or evidence:	

### **Goal #3**

During the 2023-2024 school year, the superintendent will develop systems for regular communication and collaboration with students, staff, families, and communities.

#### *NCSA Standard 3: Collaboration with Families and Community*

The superintendent leads through a collaborative process engaging all stakeholders and mobilizing community resources in support of the vision and strategic direction of the school district.

#### *Key Indicators/Actions/Benchmarks/Evidence*

- Communicates regularly and openly with families and stakeholders in the community about the district, schools, students, needs, challenges and accomplishments.
  - Establishment of monthly superintendent communication with our communities in print and digital formats
  
- Maintains a presence in the district/school community to understand its strengths and needs.
  - Regular attendance at school and community events
  - Support principals and staff in attending events as well through regular communication
  
- Models collaboration within the organization and encourages collaboration between administrators, teachers, families and the community at the school level.
  - Lead the Pk-12 School Leadership Team
  - Research best practice and utilize systems for feedback from students, staff, and families

Needs Improvement	Little or no evidence provided or observed of the Goal.
Developing	Some evidence provided or observed of the Goal with actionable steps to achieve the Goal.
Effective	Evidence provided and observed of the Goal being mastered including the alignment between the NCSA Standard and the work of the district.
Highly Effective	Evidence provided and observed of mastering and going beyond the Goal with a clear alignment between the NCSA Standard and the work of the district.
Comments on overall rating and/or evidence:	

# Johnson Controls planned service proposal

## Prepared for CENTURA SCHOOL

Customer  
CENTURA SCHOOL

Local Johnson Controls Office  
2106 E 25TH ST STE 3  
KEARNEY, NE 68847

Agreement Start Date:  
10/01/2023

Proposal Date  
06/23/2023

Estimate No:  
1-1N38Z0SE



## Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

**With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.**



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

## Executive summary

### Planned service proposal for CENTURA SCHOOL

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 10/01/2023 and ending 09/30/2024.
- The agreement price for first year is \$13,646.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

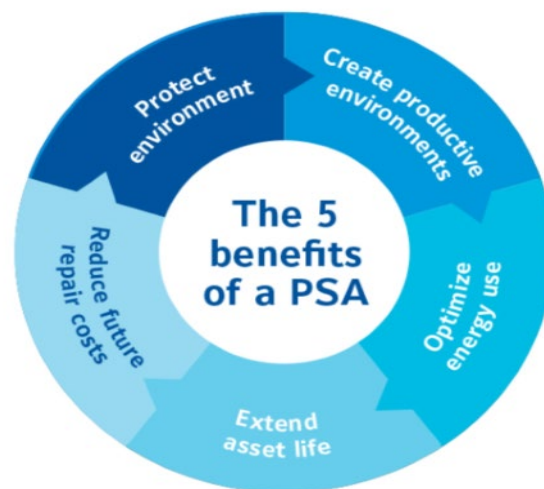
Jacob Woolbright  
Account Executive  
(402) 639-3925

**The power behind your mission**

## Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

## Our partnership

### Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

### A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

### Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

### Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

### The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

## Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

## Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

## Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. **After hours, weekends and holidays, the emergency service number 866-825-8864** transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

## Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

## Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

## Summary of services and options

### Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

### Chiller Shutdown (Air Cooled)

Preparing an operating unit for seasonal shutdown ensures smooth start-up when the unit is returned to operation and helps prevent damage during the downtime. Johnson Controls technicians will check for water left in heat exchangers that can freeze, damaging tubes. Contaminants in the water may also cause corrosion. They will also look for refrigerant leaks to prevent loss of refrigerant and initiate pump down cycles to properly store refrigerant within the unit. Where appropriate, steps may also be taken to protect critical components from the elements.

### Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

### Evaporator Coil Cleaning

Dirty evaporator coils impair heat transfer from the circulated air to the cooling medium. This reduces the efficiency of the unit. Extremely dirty coils may impede the airflow across the coil and out into the building, which can cause occupant discomfort and complaints. Johnson Controls technicians will clean these coils, improving efficiency and occupant comfort.

### Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

## Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

## Planned Service Agreement

Customer Name: CENTURA SCHOOL  
Address: 201 HIGHWAY 11 CAIRO, NE 68824-2002  
Proposal Date: 06/23/2023  
Estimate #: 1-1N38Z0SE

### Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

### Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

### Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

### Term / Automatic Renewal

This Agreement takes effect on 10/01/2023 and will continue until 09/30/2024 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

### Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.



**Schedule A - Equipment List**

<b>CENTURA PUBLIC SCHOOLS</b>	<b>201 HIGHWAY 11 CAIRO, NE 68824-2002</b>
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**Product: Air Handling Unit (AHU), 100% Outside Air, 15-30 HP**

Quantity: 3	<b>Services Provided</b>
Coverage Level: Basic	2 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
(DNU) South Penthouse Air Handler #1	Trane	N/A	DO NOT USE THIS ASSET
Air Handler / 2			
Large Air Handler			

**Product: Boiler, Gas-Fired, Fire Tube, 51-150 HP**

Quantity: 2	<b>Services Provided</b>
Coverage Level: Basic	1 Operational 1 Combustion Analysis

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Aerco Boiler			
Kewanee Boiler			

**Product: Air Handling Unit (AHU), Return Air, <15 HP**

Quantity: 5	<b>Services Provided</b>
Coverage Level: Basic	2 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Air Handler / 1			
Air Handler / 2			
Air Handler / 3			
Air Handler / 4			
Air Handler / 5			

**Product: Terminal Product, Unit Ventilator, 500-1000 CFM**

Quantity: 63	<b>Services Provided</b>
Coverage Level: Basic	1 Operational

Johnson Controls **Planned Service Proposal**  
 Prepared for CENTURA SCHOOL

<b>Customer Tag</b>	<b>Manufacturer</b>	<b>Model #</b>	<b>Serial #</b>
Ceiling Ventilator			
Ceiling Ventilator / 1			
Ceiling Ventilator / 10			
Ceiling Ventilator / 11			
Ceiling Ventilator / 12			
Ceiling Ventilator / 13			
Ceiling Ventilator / 14			
Ceiling Ventilator / 15			
Ceiling Ventilator / 16			
Ceiling Ventilator / 17			
Ceiling Ventilator / 18			
Ceiling Ventilator / 19			
Ceiling Ventilator / 2			
Ceiling Ventilator / 20			
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Ceiling Ventilator / 50			
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Ceiling Ventilator / 7			
Ceiling Ventilator / 8			
Ceiling Ventilator / 9			
Wall Ventilator / 1			
Wall Ventilator / 10			
Wall Ventilator / 11			
Wall Ventilator / 12			
Wall Ventilator / 2			
Wall Ventilator / 3			
Wall Ventilator / 4			
Wall Ventilator / 5			
Wall Ventilator / 6			
Wall Ventilator / 7			
Wall Ventilator / 8			
Wall Ventilator / 9			

**Product: Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP**

Quantity: 14

Coverage Level: Basic

**Services Provided**

1 Operational

**Customer Tag**

**Manufacturer**

**Model #**

**Serial #**

Exhaust Fan / 1  
 Exhaust Fan / 10  
 Exhaust Fan / 11  
 Exhaust Fan / 12  
 Exhaust Fan / 13  
 Exhaust Fan / 14  
 Exhaust Fan / 2  
 Exhaust Fan / 3  
 Exhaust Fan / 4  
 Exhaust Fan / 5  
 Exhaust Fan / 6  
 Exhaust Fan / 7  
 Exhaust Fan / 8  
 Exhaust Fan / 9

**Product: Pump, Circulating, 0-10 HP**

Quantity: 6

Coverage Level: Basic

**Services Provided**

1 Operational

**Customer Tag**

**Manufacturer**

**Model #**

**Serial #**

Pump / 1  
 Pump / 2  
 Pump / 3  
 Pump / 4  
 Pump / 5  
 Pump / 6

**Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, <8 Tons**

Quantity: 2

Coverage Level: Basic

**Services Provided**

1 Condenser Coil Cleaning  
 1 Gas Heating Comprehensive  
 (with Economizer)  
 2 Operational (Mid Season -  
 Cooling/Heating with  
 Economizer)  
 1 Evaporator Coil Cleaning

**Customer Tag**

**Manufacturer**

**Model #**

**Serial #**

RTU-1	McQuay International	RPS120CAS-TBC	1-2620-318-3-TBC
RTU-2	McQuay International	RPS120CAS-TBC	1-2620-085-3-TBC

**Product: Air Compressor/Dryer, Air Compressor, Commercial, <5 HP**

Quantity: 4  
 Coverage Level: Basic

**Services Provided**  
 2 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Refrigerated Air Dryer			
Simplex Air Compressor			
Triplex Air Compressor / 1			
Triplex Air Compressor / 2			

**Product: Fan, Exhaust Fan, Wall Mounted, 6 - 15HP**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Shop Dust Separator			

**Product: Split System, Cooling Only, <7.5 Tons**

Quantity: 3  
 Coverage Level: Basic

**Services Provided**  
 1 Operational (Mid Season - Cooling Only)  
 1 Condenser Coil Cleaning  
 1 Cooling Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Split System / 1			
Split System / 2			
Split System / 3			

**Product: Chiller, Air Cooled, Reciprocating, 100-249 Tons**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 1 Condenser Coil Cleaning  
 1 Seasonal Shut-down

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Trane Chiller / 1	Trane	CCUAI206RC51CF4B4 C361ECH	SNL81G26554

**Product: Radiation Unit Items**

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Quantity: 10  
 Coverage Level: Basic

**Services Provided**  
 1 Operational

**Customer Tag                      Manufacturer                      Model #                      Serial #**

- Tube Heater
- Tube Heater / 1
- Tube Heater / 2
- Tube Heater / 3
- Tube Heater / 4
- Tube Heater / 5
- Tube Heater / 6
- Tube Heater / 7
- Tube Heater / 8
- Tube Heater / 9

**Product: Unit Heater, Gas Fired, <300000 BTU**

Quantity: 4  
 Coverage Level: Basic

**Services Provided**  
 1 Operational  
 1 Comprehensive

**Customer Tag                      Manufacturer                      Model #                      Serial #**

- Unit Heater / 1
- Unit Heater / 2
- Unit Heater / 3
- Unit Heater / 4

**Product: Water Heater, Gas, <150GAL**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 2 Operational

**Customer Tag                      Manufacturer                      Model #                      Serial #**

- Water Heater

**Product: Water Heater, Gas, 150-300GAL**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 2 Operational

**Customer Tag                      Manufacturer                      Model #                      Serial #**

- Water Heater

Johnson Controls **Planned Service Proposal**  
Prepared for CENTURA SCHOOL

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## Equipment tasking

### **Air Compressor/Dryer, Air Compressor, Commercial, <5 HP**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Drain condensate from tank and check traps  
Check safety relief valve  
Check condition of pulley and belts (if applicable)  
Inspect air filters  
Check for proper oil level in compressor  
Lubricate motor bearings (per manufacturer's recommendations)  
Check PE switch and starter  
Check pressure reducing station for proper operation  
Check for proper operation of air drier  
Check air drier condenser coil  
Brush air dryer, condenser and cover grills as required  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

### **Air Handling Unit (AHU), 100% Outside Air, 15-30 HP**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Inspect motor mounting isolators  
Check for integrity of cabinet hardware  
Visually inspect damper(s)  
Verify damper operation  
Check condition of pulleys and belts  
Check for proper fan operation  
Check condition of coils  
Check condition of filters  
Record temperatures and pressures (if applicable)  
Check condensate drain  
Visually inspect electrical connections  
Check for unusual noise and vibration  
Check overall condition of unit  
Visually inspect for fluid leaks of coils and connecting piping  
Document tasks performed during visit and report any observations to appropriate customer representative

### **Air Handling Unit (AHU), Return Air, <15 HP**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Inspect motor mounting isolators  
Check for integrity of cabinet hardware  
Visually inspect damper(s)  
Verify damper operation  
Check condition of pulleys and belts  
Check for proper fan operation  
Check condition of coils

- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check condensate drain
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Document tasks performed during visit and report any observations to appropriate customer representative

### **Boiler, Gas-Fired, Fire Tube, 51-150 HP**

Combustion Analysis      All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Perform combustion analysis procedures  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational                All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Blow down boiler  
Check for proper operation of low and high gas pressure cut-out switches  
Check factory supplied gas piping and components for leakage  
Check burner for proper sequence of operation  
Check flame quality  
Visually inspect combustion chamber, draft diverter and flue for accumulation of soot  
Check boiler relief valves for leakage  
Verify proper operation of low water cut-out control  
Check combustion blower motor operation  
Check hot water/steam temperature and pressure  
Check proper operation of make-up water valve  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

### **Chiller, Air Cooled, Reciprocating, 100-249 Tons**

Condenser Coil  
Cleaning                    All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Spray coil(s) with chemical solution  
Rinse coil(s) thoroughly with water  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Shut-down      All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check for proper crank case heater operation (if applicable)  
Review control panel for proper operation and recorded fault histories  
Record and log all operating parameters  
Shut down chiller  
Check for visual signs of refrigerant/oil leak(s)  
Conduct refrigerant leak check  
Tag chiller out of service

Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

#### **Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP**

Operational

Check with appropriate customer representative for operational deficiencies  
Check rain guard  
Check and tighten electrical connections  
Clean area around equipment  
Inspect starter  
Lubricate as required  
Motor operating amps  
Check belt guard  
Check belt(s) (if applicable)  
Check drive condition  
Check electrical contacts  
Check fan blades  
Check for proper rotation  
Complete any required maintenance checklists, report observations to appropriate customer representative

#### **Fan, Exhaust Fan, Wall Mounted, 6 - 15HP**

Operational

Check with appropriate customer representative for operational deficiencies  
Check rain guard  
Check and tighten electrical connections  
Clean area around equipment  
Inspect starter  
Lubricate as required  
Motor operating amps  
Check belt guard  
Check belt(s) (if applicable)  
Check drive condition  
Check electrical contacts  
Check fan blades  
Check for proper rotation  
Complete any required maintenance checklists, report observations to appropriate customer representative

#### **Pump, Circulating, 0-10 HP**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check for leaks  
Check pressures  
Visually inspect coupling  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

#### **Radiation Unit Items**

Operational

- Check with appropriate customer representative for operational deficiencies
- Check for leaks
- Check for unusual noise or vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

**Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, <8 Tons**

Evaporator Coil Cleaning

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Clean condensate drain (if necessary)
- Spray coil(s) with chemical solution
- Rinse coil(s) thoroughly with water
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Condenser Coil Cleaning

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Rinse coil(s) thoroughly with water
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Gas Heating Comprehensive (with Economizer)

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Check and tighten electrical connections
- Check contactor(s)
- Check combustion blower motor operation
- Check igniter and pilot operation
- Check condition of heat exchanger
- Check condition of burners and clean as required in place
- Check for proper venting
- Check for leaks on gas line (within cabinet)
- Check condition of pulley and belts
- Check economizer operation
- Lubricate and adjust economizer damper linkages
- Verify proper operation of exhaust motor (if applicable)
- Check condition of filters
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid Season - Cooling/Heating with Economizer)

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories (if applicable)
- Check condition of condenser coil
- Check condition of evaporator coil
- Check condenser fan motors and blades
- Check blower motor operation
- Check economizer operation
- Check heating operation (when applicable)

- Check condition of pulley and belts
- Check condition of filters
- Check condensate drain
- Check for visual signs of refrigerant/oil leak(s)
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

### **Split System, Cooling Only, <7.5 Tons**

Condenser Coil Cleaning

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Spray coil(s) with chemical solution  
Rinse coil(s) thoroughly with water  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check and tighten electrical connections  
Check contactor(s)  
Check condition of condenser coil  
Check condenser fan motors and blades  
Check blower motor operation  
Lubricate blower and motor bearings (if applicable)  
Check condition and alignment of pulley and belts (if applicable)  
Check condition of filters  
Clean condensate pan and clear drain line (if readily accessible)  
Check for visual signs of refrigerant/oil leak(s)  
Check for unusual noise and vibration  
Record and log all operating parameters  
Check overall condition of unit  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid Season - Cooling Only)

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check condition of condenser coil  
Check condenser fan motors and blades  
Check condensing unit electrical connections and contactor(s)  
Check blower motor operation  
Check condition of filters  
Check condition of pulley and belts (if applicable)  
Check condensate system  
Check for visual signs of refrigerant/oil leak(s)  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

### **Terminal Product, Unit Ventilator, 500-1000 CFM**

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check condition of pulley and belts (if applicable)
- Check condition of coils
- Check condition of filters
- Check condensate drain
- Check for proper operation of outside air dampers (if applicable)
- Check unit for proper operation
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

**Unit Heater, Gas Fired, <300000 BTU**

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check integrity of unit heater supports
- Check and tighten electrical connections
- Check igniter and pilot operation
- Check condition of heat exchanger
- Check condition of burners and clean as required in place
- Check for proper venting
- Check for leaks on gas line down stream of manual shutoff
- Check condition of pulley and belts (if applicable)
- Cycle thermostat and check for proper operation
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check integrity of unit heater supports
- Check condition of pulley and belts (if applicable)
- Check for proper fan operation
- Cycle thermostat and check for proper operation
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

**Water Heater, Gas, 150-300GAL**

Operational

- Check with appropriate customer representative for operational deficiencies
- Check temperature
- Check condition of relief valve(s)
- Check for leaks
- Visually inspect flame
- Check for unusual noise or vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

**Water Heater, Gas, <150GAL**

Operational

Check with appropriate customer representative for operational deficiencies  
Check temperature  
Check condition of relief valve(s)  
Check for leaks  
Visually inspect flame  
Check for unusual noise or vibration  
Clean area around equipment  
Complete any required maintenance checklists, report observations to appropriate customer representative

**Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)**

Year	Total Annual Dollar Amount	Payment Frequency
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### Special Additions and Exceptions

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

**Labor Discount:** 10%

**TERMS AND CONDITIONS**  
**DEFINITIONS (REV 4/22)**

**DIGITAL ENABLED SERVICES** mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

**CONTRACT PRICE** means the price that Customer shall pay to JCI for the Services.

**COVERED EQUIPMENT** means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

**EQUIPMENT FAILURE** means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

**PREMISES** means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

**REMOTE MONITORING SERVICES** means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

**REMOTE OPERATIONS CENTER (ROC)** is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

**REMOTE OPERATING SERVICES** means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

**REPAIR LABOR** is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

**REPAIR MATERIALS** are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

**SCHEDULED SERVICE MATERIALS** are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

**SCHEDULED SERVICE VISITS** are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

**SERVICES** are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

**A. JCI'S SERVICES FOR COVERED EQUIPMENT**

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor

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the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

**5. CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

### **B. OUT OF SCOPE SERVICES**

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at [www.johnsoncontrols.com/customerterms](http://www.johnsoncontrols.com/customerterms).

### **C. EXCLUSIONS**

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
  - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
  - equipment not covered by this Agreement or attachments made to Covered Equipment;
  - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
  - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
  - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
  - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
  - issues or failures not specifically covered by this Agreement; or
  - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

### **D. PAYMENT TERMS; PRICE ADJUSTMENTS**

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend,

# Johnson Controls Planned Service Proposal

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discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

### E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

### F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
  - (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
  - (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
  - (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
  - (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
  - (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
  - (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
  - (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
  - (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
  - (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
  - (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
  - (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
  - (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance

# Johnson Controls **Planned Service Proposal**

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carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

### G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

### H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

### I. LIMITATION OF LIABILITY

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.**

### J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

#### K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

#### L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

#### M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

#### N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to

# Johnson Controls Planned Service Proposal

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Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

### O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

### P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be liable for any injury, loss or damage caused by any act of omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

### Q. JCI DIGITAL SOLUTIONS

**JCI Digital Solutions.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

### R. Privacy.

**1. JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply.

**2. JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy

# Johnson Controls **Planned Service Proposal**

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Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

### 5. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.
8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.
9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

### ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.
3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no

## Johnson Controls **Planned Service Proposal**

### Prepared for CENTURA SCHOOL

signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

**4. False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

**5. Remote Monitoring of Video Monitoring Services.** During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

**a. Inception and conclusion of service.** Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

**b. Customer Equipment.** Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

**c. System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

**d. Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

**e. Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI,

# Johnson Controls Planned Service Proposal

## Prepared for CENTURA SCHOOL

or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

**f. Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

**6. Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

**7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.**

#### CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

[END OF DOCUMENT]

Johnson Controls **Planned Service Proposal**  
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## **CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement (“Agreement”) is made by and between First National Capital Markets, Inc. (“Company”) and **Howard County School District 47-0100 (Centura Public Schools)** (“Client”) **effective August, 2023** (the “Effective Date”).

Whereas, Client desires to purchase and Company desires to provide certain services (“Services”).

Now therefore, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

### **1. SERVICES; SOWS; RELATIONSHIP OF PARTIES**

During the term of this Agreement, Company will provide Services to Client from time to time as requested by Client. The specific scope of Services to be provided and other details of each project, including staffing expectations, schedule and financial terms, shall be separately documented in each instance in a Statement of Work (“SOW”) generally in the form attached hereto as Exhibit A. In the event of any inconsistency between the terms of this Agreement and the terms of a SOW, the SOW shall control. Company’s sole compensation shall be as set forth in the applicable SOW.

Company shall at all times be an independent contractor of Client. Neither Company nor any of Company’s employees or subcontractors shall be considered employees or agents of Client for any purpose. Company shall be solely responsible for the payment of all salary and benefits to its employees or subcontractors, including but not limited to workers’ compensation and unemployment compensation benefits, retirement plan and health plan benefits as adopted by Company from time to time, withholding and reporting of income and payroll taxes, and compliance with immigration and form I-9 requirements.

Company shall determine the specific employees or independent contractors to engage as consultants on projects for Client. If at any time Client has reasonable grounds to object to the placement or continued placement of any individual, Client shall so notify Company and the parties shall consult on a mutually acceptable resolution. If the parties cannot agree on a mutually acceptable resolution within ten (10) business days, Client reserves the right after consultation with Company to require Company to remove the affected individual from Client’s premises, provided that no such removal may be based on the individual’s race, color, religion, gender, age, national origin, or other legally prohibited basis, including disability if the individual can perform the essential functions of the job with reasonable accommodations. After such removal, the Client will cease being billed for such personnel, and Company shall replace such individual within fifteen (15) business days of such removal upon request by Client.

### **2. TERM AND TERMINATION**

This Agreement will begin on the date set forth above and continue until terminated as provided elsewhere in this Agreement. The commencement date of each project shall be defined in the applicable SOW.

Either party may terminate this Agreement (and all SOWs then operating under this Agreement), or may terminate any specific SOW without terminating this Agreement or other SOWs, for any reason in their sole discretion by providing two (2) weeks’ written notice to the other party. Client shall be responsible for payment for all services rendered on or before the effective date of termination. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement and all SOWs then operating under this Agreement upon five (5) business days’ notice to the other party specifying the breach, if the breach is not fully cured to the terminating party’s reasonable satisfaction within three (3) business days after the date of the notice.

### **3. PAYMENT FOR SERVICES**

Unless otherwise provided in the applicable SOW Company shall submit itemized invoices to Client on a monthly basis for Services as they are performed. Company shall not invoice Client more than 45 days after Company performs the Services, and if Company does issue such an invoice, Client shall not be obligated to pay it. If expense reimbursements are permitted: (i) the invoice shall be accompanied by supporting receipts or other documentation, as required by Client's corporate expense reimbursement guidelines; and (ii) they shall be reimbursed only to the extent reasonable and necessary in the opinion of Client, and shall be invoiced at cost, without markup. Prices are exclusive of applicable sales taxes which shall be separately itemized on each invoice. If Company's compensation is stated as an hourly rate, Company's invoice must be supported by weekly time sheets signed by an authorized representative of Client. Unless otherwise set forth in the applicable SOW, Company shall not be entitled to any increased rate of compensation due to performance of Services on an overtime basis or on weekends or holidays. Company is solely responsible for all applicable taxes on compensation due hereunder and other taxes (such as, but not limited to, property and excise taxes, taxes on net income, capital or net worth, social security taxes and unemployment insurance), all of which are Company's responsibility. Invoices shall be due and payable in a payment for determined by Client net thirty (30) days after Client's receipt of an undisputed invoice, provided that Client has received the applicable Services and they conform to the applicable SOW. Within thirty (30) days after Client's request, Company will integrate with Client's System, and Company will utilize such Client's System during the term of this Agreement for ordering and invoicing activities in connection with this Agreement. Company will bear any and all costs associated with the foregoing.

### **4. WARRANTIES**

Company warrants that (a) Services provided by Company shall be completed by qualified personnel in a professional and workmanlike manner, in accordance with current industry standards and with reasonable care; and (b) Services will conform to specifications referenced in the relevant SOW and will be provided to the reasonable satisfaction of Client. Company makes no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

### **5. LIMITATION OF LIABILITY**

In the event of a breach of this Agreement by Company or any other circumstances giving rise to potential liability from Company to Client, if any such liability is established, Company's liability shall be limited to Client's direct economic damages not to exceed the amount of fees paid by Client to Company pursuant to the specific SOW under which the acts or omissions giving rise to liability occurred. Company will not be liable to Client for any indirect, incidental, consequential or punitive damages or lost profits, or for any liability from Client to any third party.

### **6. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS**

Each party: (a) agrees to protect and maintain in confidence any information that it may obtain from the other party during the term of this Agreement or any SOW; (b) shall use such information solely for the purposes contemplated by this Agreement and any SOW(s) and shall not rent, sell, lease, transfer, provide or otherwise disclose such information to any third party except as required by applicable law or regulation; (c) shall take all reasonable steps to protect the confidentiality of such information, in no event using a standard of care less than the same standard used to protect its own confidential information; and (d) shall give access to such information only to those employees who have a need to know in connection with the performing that party's obligations under this Agreement or any SOW. Upon request by the disclosing party, the receiving party shall promptly destroy such information or return such information to the disclosing party in the same format as such information was provided. To the extent that Company is permitted to retransmit any information it receives from Client, the mode of retransmission must be at least as secure as the mode by which Client transmitted the information to Company. The confidentiality obligations in this section do not apply to information that: (i) is, at the time of disclosure or thereafter becomes, through no act or omission of the receiving party, a part of the public domain; (ii) was in the receiving party's lawful

possession without an accompanying secrecy obligation prior to the disclosure; (iii) is hereafter lawfully disclosed to the receiving party by a third party without an accompanying secrecy obligation or breach of any duty or agreement by which such third party is bound; or (iv) is independently developed by the receiving party. Notwithstanding if such information is or becomes lawfully in the public domain, Company shall maintain according to this section the confidentiality of any information which includes the identities of Client's consumers. This section shall not be deemed to prohibit disclosures: (A) required by applicable law, regulation, court order or subpoena; or (B) to auditors or regulators. Breach of this section shall give rise to irreparable injury, inadequately compensable in damages. Accordingly, the disclosing party may seek injunctive relief against the breach or threatened breach by the other in addition to such legal remedies as may be available, including the recovery of damages.

Except as set forth in a SOW, any and all work product and deliverables produced under this Agreement ("Work Product") shall be the sole and exclusive property of Client, and Company shall not have any right, title, interest or license therein. Company agrees that any and all inventions, works of authorship and other intellectual property (collectively, "Intellectual Property") conceived, developed, originated, or reduced to practice by Company or under Company's direction under this Agreement or pertaining to Work Product shall be the sole, exclusive and complete property of Client, whether as a work made for hire or otherwise. To the extent, if any, that Company may have right, title or interest in or to such Work Product and Intellectual Property, Company hereby assigns and conveys the same to Client in its entirety. Company agrees, at no additional charge, to execute all applications or registrations for patents and copyrights and all other instruments and to otherwise cooperate as reasonably requested by Client to effectuate this Section. Company further agrees promptly and without prior request to disclose to Client all such inventions, works of authorship and other Intellectual Property conceived, developed, originated, or reduced to practice by Company or under Company's direction. Notwithstanding the foregoing, all rights in the methodology, layout, structure, sequence, organization, summary, calculation, or other tools which may be used by Company to produce Work Product are owned exclusively by Company ("Company IP"). To the extent that any such Company IP is incorporated into the Work Product Company hereby grants to Client an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, copy, display, perform, distribute copies of, and modify and prepare derivative works based on such preexisting work or know-how and any derivative works thereof and to authorize others to do any or all of the foregoing. The foregoing shall not be deemed to preclude Company from using generalized ideas, concepts, know-how, processes and techniques learned during the course of an engagement and retained only in non-tangible, non-electronic form, provided that Company does so without violation of its confidentiality and privacy obligations contained herein.

## **7. APPLICABLE LAW; VENUE**

This Agreement shall be construed and enforced according to the laws of the state of Nebraska. Jurisdiction and venue for any legal actions between the parties arising under this Agreement shall be exclusively in any state or federal court of competent jurisdiction located in Douglas County, Nebraska, to which exclusive jurisdiction and venue the parties hereby mutually consent.

## **8. NOTICES**

All notices and other communications required or permitted under this Agreement will be in writing, addressed to either party at its address set forth below, and will be deemed effectively delivered (i) upon personal delivery, (ii) upon receipt from a courier service as confirmed by written verification of receipt, or (iii) five (5) days after deposit in the U.S. mail, postage prepaid, by certified or registered mail. Either party may change its address for such communications by giving an appropriate notice to the other party in conformity with this section.

If to Company:

First National Capital Markets, Inc.  
Attn: Craig Jones  
1620 Dodge Street, Stop 1104  
Omaha, NE 68197

If to Client:

Centura Public School  
201 N Hwy 11  
Cairo NE 68824

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. ASSIGNMENT**

Neither party may assign this Agreement or subcontract its duties hereunder to any third parties, including affiliates, subsidiaries, related companies and service providers, without prior written consent from the non-assigning party, which shall not be unreasonably withheld.

**10. NON-EXCLUSIVITY**

This Agreement shall not be construed to prohibit either party from entering into an agreement with third parties to offer or obtain similar services.

**11. SEVERABILITY**

Each provision of this Agreement is severable from all others. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the provision shall be deemed modified only to the extent necessary to render it valid and enforceable and all remaining provisions of this Agreement will remain in full force and effect.

**12. WAIVER**

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

**13. HEADINGS**

Section headings in this Agreement are inserted solely for convenience and reference, and shall not in any way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement, nor shall headings have any bearing on the knowledge or understanding any party had regarding this Agreement.

**14. COUNTERPARTS**

This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**15. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between Client and Company and supersedes any and all prior agreements or understandings between Company and Client as to the subject matter hereof, and may be modified or amended only by a written supplement to this Agreement signed by both parties or as otherwise specified herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date

First National Capital Markets, Inc.

Howard County School District 0100  
(Centura Public Schools)



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

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

Name: Craig T. Jones

Name: Ashley Tomjack

Title: Managing Director, Public Finance

Title: Superintendent

**Exhibit A**

**Statement of Work**

Overview: Educational Finance Assistance, Support, and Training

Project Scope: Assist District personnel with budgeting and budget planning for upcoming school year.

Activities may include but are not limited to:

- Any financial information requested by the board or superintendent
- Annual NDE Budget Assistance
- Annual Itemized Budget/Coding Assistance
- Monthly Expenditure Analysis/Comparability
- Budget Calendar
- Budget Efficiency Recommendations
- Capital Replacement Schedule
- Annual Financial Report Comparability Study

Period of Performance: August 1, 2023-July 31, 2024 (\$5,000)  
August 1, 2024-July 31, 2025 (\$5,000)

Client Project Manager: Carl Dietz

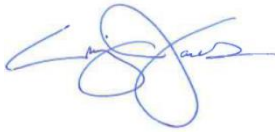
Financial Terms: \$5,000 annual engagement fee (continuation of previous engagement)

Travel Expenses: None

Payment Terms: Upon receipt of invoice or as agreed upon.

First National Capital Markets, Inc.

Hall County School District 0100  
(Centura Public Schools)



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

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

Name: Craig T. Jones

Name: Ashley Tomjack

Title: Managing Director, Public Finance

Title: Superintendent



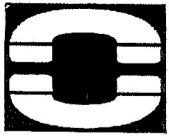
## Proposal Details for Centura Public School

Item	Part Number	Description	Qty	Unit 1-Time	Unit Monthly	Total 1-Time	Total Monthly
ePhone3	5000-0950	ESI SIP business phone - 3.5" color display, 45 programmable keys, 8 SIP Lines, Bluetooth via dongle, HD audio.	80	-	\$3.86	-	\$308.80
ePhoneX-1	5000-1007	ESI SIP business phone - 4.3" main color display, sidecar w/two 3.5" color displays, 106 programmable keys, 20 SIP Lines, Built-in Bluetooth, Wi-Fi via dongle, HD audio.	9	-	\$8.80	-	\$79.20
Premier Seat		Seat with unlimited calls to the US, Mexico, and Canada. Comes with 2-DIDs, SMS, webphone, mobile client, VM transcription, unlimited audio conferences.	2	-	\$27.95	-	\$55.90
Virtual/Paging Extension		Used for each paging/broadcast device. This user type can be used with answering rules and SIM Ring but receives no DID, Phone, or Dashboard access.	2	-	\$5.95	-	\$11.90
ESI		ESI Classroom	87	-	\$6.99	-	\$608.13

Classroom Seat		Seat					
SIP Audio Alerter	9090-0071	SIP PoE network audio device for loud ringing and voice paging	2	\$400.00	-	\$800.00	-
Porting of domestic Inbound/FAX Number		Port fee for customer's existing phone or FAX number	5	\$6.00	-	\$30.00	-
Main Number Directory Listing (CNAM)		Custom listing for Company Name for outbound calls and directories. Includes setup fee.	1	\$12.00	\$6.95	\$12.00	\$6.95
Call Queues		Call queues for call distribution. First 4 queues are free, enter total needed, priced in blocks of 4.	4	-	-	-	-
Auto Attendant		Automatically route calls without personal intervention. The first 2 AA are free.	2	-	-	-	-

	Total 1-Time	Total Monthly
<b>Sub-Totals:</b>	\$842.00	\$1070.88
<b>Shipping And Handling:</b>	\$202.00	
<b>Totals:</b>	\$1044.00	\$1070.88

**Notes:** All ESI eCloud PBX seats include one (1) domestic DID, E911, 411 access, unlimited inbound, Web-based eConsole Dashboard (except where noted). Any applicable promotional sales offers by ESI must be claimed within six (6) months of the customer's first billing date.



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**Note:** This document is a proposal for services and should be viewed as an estimate of future costs. When ordering services Customer may request changes in quantities which can affect the estimated cost elements below.

**Account Name:** Centura Schools

**Order Information**

Rate Sheet	Q132388
Revision	2
Created	7/19/2023
Valid Until	10/17/2023
Contract Term (months)	24

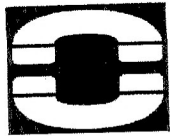
**Partner Information**

Name	Business Telecommunication Systems
Account Manager	Loren Cleveland


**Summary**

Site	Recurring	One-Time
201 HIGHWAY 11 CAIRO NE 68824	\$1,292.89	\$2,250.00
<b>Total:</b>	<b>\$1,292.89</b>	<b>\$2,250.00</b>

*\*Exclusive of applicable taxes and fees.*



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**Service Address**

<b>Address</b>	201 HIGHWAY 11	<b>City</b>	CAIRO
<b>State</b>	NEBRASKA	<b>ZIP Code</b>	68824

**Products and Services**

<b>Product Name</b>	<b>Qty</b>	<b>Recurring</b>	<b>One-Time</b>	<b>Total Recurring</b>	<b>Total One-Time</b>
Algo Paging Adapter	2	\$32.00	\$0.00	\$64.00	\$0.00
Basic User License (51-200)	82	\$2.80	\$0.00	\$229.60	\$0.00
Clearphone SIP Trunk	4	\$20.00	\$0.00	\$80.00	\$0.00
Clearphone Telephone Number	5	\$0.35	\$0.00	\$1.75	\$0.00
Essential User License (6-50 users)	8	\$8.13	\$0.00	\$65.04	\$0.00
Local Number Port Order	1	\$0.00	\$10.00	\$0.00	\$10.00
Premium User License (1-5 Users)	1	\$29.00	\$0.00	\$29.00	\$0.00
Programming and Training (Customer Install. Add 40 Hours for BTS install)	16	\$0.00	\$140.00	\$0.00	\$2,240.00
Start IP Phone	80	\$9.00	\$0.00	\$720.00	\$0.00
Workforce IP Phone	9	\$11.50	\$0.00	\$103.50	\$0.00
Note: This quote assumes Power over Ethernet & data cable to all endpoints	1	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total:</b>				<b>\$1,292.89</b>	<b>\$2,250.00</b>