

Agenda

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
 - 2.1. Call the Meeting to Order
 - 2.2. Roll Call
 - 2.3. Excuse Board Members Who Are Absent
3. Recognition of Visitors/Communications from the Public
4. Reports
 - 4.1. AD Report
 - 4.2. Principals Reports
 - 4.2.1. Elementary Report
 - 4.2.2. MS/HS Report
 - 4.3. Superintendent's Report
 - 4.4. Board Reports
5. Action Items
 - 5.1. Consent Agenda
 - 5.1.1. Approval of the Previous Meeting's Minutes
 - 5.1.2. Treasurer's Report
 - 5.1.3. Payment of general fund claims in the amount of \$374,688.14
 - 5.2. Consider, discuss and take all necessary action on
 - 5.2.1. Consider, discuss and take all necessary action on renewing Control Services HVAC maintenance contract for 2024-2025 school year.
 - 5.2.2. Consider, discuss and take all necessary action on Garrett/Callahan Boiler treatment contract for 2024-2025 school year
 - 5.2.3. Consider, discuss, and take all necessary action to review and approve classified staff wages for the 2024-2025 school year.
 - 5.2.4. Consider, discuss and take all necessary action on adopting the school calendar for 2024-2025 school year
 - 5.2.5. Consider, discuss, and take all necessary action on accepting Payton DeMers-Sahling's resignation as the ELA Teacher effective at the end of the 2023-2024 school year.
 - 5.2.6. Consider, discuss, and take all necessary action on accepting the contract of Tyler Fieldgrove as 6-12 Social Science Teacher for the 2024-2025 school year.
6. Next Meeting Dates and Times
 - 6.1. Regular meeting, April 8, 2024, 6:00 PM at the Osceola Middle/High School Media Center.
7. Adjournment

Jeffrey Elementary

March 11, 2024

Brett Webster

- State testing window opens the first week in April.
- The Elementary will have NDE in the building on April 23rd to make sure we are following all testing protocols.
- MAPs testing will start the first week of May.
- Girls on the Run has started. 8 girls are currently signed up.
- April 19th K round up – 9AM parents report to lunchroom students to Kindergarten. No Kindergarten that day.
- April 19th Preschool registration – this will be for those entering the 3-year-old program only. 1 – 2 PM.
- Wax Museum will be on April 19th.
- Parent Teacher Conference went well.
- Read-A-Thon is wrapping up this week.
- Amanda Hinkle will be taking over as Teammates Coordinator. We are still looking for more mentors.

Board of Education Regular Meeting
Middle School/High School Media Center
565 Kimmel Street
Osceola, NE 68651
February 12, 2024 @ 6:00 PM

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office on February 8, 2024. This notice was also published in *The Polk County News* on the same date. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Michael Neujahr called the regular meeting to order at 6:00 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Roll Call

Jennifer Boruch:	Present	Michael Neujahr:	Present
Anthony Mestl:	Present	Jena Ockander:	Present
Daisy Naber:	Present	Eric Yungdahl:	Present

Also present were Superintendent Jason Lavaley, Principal Brent Breckner, Principal Brett Webster, Maintenance Head Jesse Pliefke, Student Council President Creighton Sterup and Debra Berry.

2.3. Excuse Board Members Who Are Absent

There were no board members absent.

3. Recognition of Visitors/Communications from the Public

2 patrons came at 6:43 PM to observe the meeting and to express concerns.

4. Reports

4.1. Student Body President Report

Student Council President Creighton Sterup gave his oral report about students being ready for summer break.

4.2. Custodial and Maintenance Report

Maintenance Head Jesse Pliefke gave his written and oral report about: graveling the parking lot, Preschool door is being replaced, the old gym door was repaired; replacing sections of the sidewalks, upcoming boiler steam trap maintenance; a skid steer is needed; a radiator is being fixed on a bus due to a recall, removing seats from a van for maintenance purposes, removing the bleachers from the High School gym stage; the air conditioning/heater unit (mini-split) at the Elementary needs to be replaced; removing the porcelain drinking fountains from the

Middle/High School hallways; and Mr. Roger Marsden is working on obtaining his bus driver's license as well as doing a great job as a custodian.

4.3. AD Report

Superintendent Jason Lavaley gave Activities Director Evan Feezell's written report about: Girls Basketball is the #3 seed in Districts with a 11-7 record; Boys Basketball is 3rd in wildcard points with a 16-4 record; Osceola has 11 boys and 3 girls out for Middle School Wrestling; and the Speech season for the High School has been going very well; Middle School Speech will have a meeting February 19th to gauge the numbers; and Miss Abigail Olson will be the Middle School Speech coach.

4.4. Principals Reports

4.4.1. Elementary Report

Elementary Principal Brett Webster gave his written and oral report about: Parent-Teacher Conferences are tonight, February 12th, and Wednesday night, February 14th; "Read-A-Thon" will be held from February 27th to March 11th; "Dr. Seuss Week" will be celebrated March 4th through March 8th; and "Girls on the Run" will start on March 5th with Mrs. Jenni Conkel in charge.

4.4.2. MS/HS Report

Middle/High School Principal Brent Breckner gave his written and oral report about: instructional rounds gave helpful information; recapped the "Bulldog Periods" and the "WIN" times; planning next year's staffing, schedule and course offerings; interventions to help struggling students; 8th grade CTE courses for high school credit; developing a work-based learning plan; and exploring resources for Middle School reading and ELA.

4.5. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: updates about the facilities and activities; students proposed a 2-hour late starts instead of 1:30 dismissals; 100 bills introduced to the State Legislation will in some way affect education; NASB updates; and the Superintendent's calendar.

4.6. Board Reports

There were no board reports.

5. Discussion Items

5.1. After-School Programming

Board Member Jena Ockander discussed being approached about an after-school program. Superintendent Jason Lavaley added that he has investigated options to this program.

5.2. Discuss Senior Recognition Policy #6007.

Superintendent Jason Lavaley discussed the Senior Recognition Policy #6007. Discussion involved the possibility of having more than one valedictorian and/or salutatorian.

6. Action Items

6.1. Consent Agenda

To approve the consent agenda passed with a motion by Jennifer Boruch and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.1.1. Approval of the Previous Meeting's Minutes

6.1.2. Treasurer's Report

6.1.3. Payment of general fund claims in the amount of \$349,401.15

6.1.4. Payment of depreciation fund claim in the amount of \$60,000.00

6.2. Consider, discuss and take all necessary action on

6.2.1. Consider, discuss and take all necessary action on renewing membership to NASB for 2024-25.

To approve to join Nebraska Association of School Boards (NASB) for the 2024-2025 school year passed with a motion by Jennifer Boruch and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.2.2. Consider, discuss, and take all necessary action to renew contract with Central Nebraska Rehab for PT and OT services for the 2024-2025 School Year

To renew the contract with Central Nebraska Rehabilitation Services for PT and OT services for the 2024-2025 school year passed with a motion by Anthony Mestl and a second by Daisy Naber.

Michael Neujahr: Yea, Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Jena Ockander: Abstain (with conflict), Eric Yungdahl: Yea

6.2.3. Consider, discuss and take all necessary action on Principals' contracts for the 2024-2025 school year.

To increase the Principals' 2024-2025 school year contracts by a 3% overall package, and to accept the Principals' contracts for the 2024-2025 school year passed with a motion by Jennifer Boruch and a second by Jena Ockander.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.2.4. Consider, discuss and take all necessary action on adopting the school calendar for 2024-2025 school year

To table action item 6.2.4. "Consider, discuss and take all necessary action on adopting the school calendar for 2024-2025 school year" until the March 11, 2024, regular board meeting passed with a motion by Anthony Mestl and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.2.5. Accept the letter of resignation from Hayley Kaup as Elementary Teacher at the conclusion of the 2023-2024 school year.

To accept Hayley Stamp's (Kaup) letter of resignation as an Elementary Teacher at the

conclusion of the 2023-2024 school year passed with a motion by Jennifer Boruch and a second by Jena Ockander.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Thank you, Ms. Stamp, for your service with Osceola Public Schools.

6.2.6. Accept the letter of resignation from Kason Fiedler as K-12 Music Teacher at the conclusion of the 2023-2024 school year.

To accept Kason Fiedler's letter of resignation as the K-12 Music Teacher at the conclusion of the 2023-2024 school year passed with a motion by Eric Yungdahl and a second by Jena Ockander.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Thank you, Mr. Fiedler, for your service with Osceola Public Schools.

To open public comment about safety concerns passed with a motion by Anthony Mestl and a second by Jena Ockander.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

2 patrons had concerns about the safety of daycare children being picked up. Safety cones are in place, but this is not enough to control the traffic.

7. Next Meeting Dates and Times

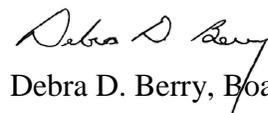
7.1. Regular meeting, March 11, 2024, 6:00 PM at the Osceola Middle/High School Media Center.

8. Adjournment

To adjourn meeting at 7:34 PM passed with a motion by Eric Yungdahl and a second by Jena Ockander.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Respectfully submitted,



Debra D. Berry, Board Secretary Appointed

Board Report – Monthly

GENERAL FUND

Posted - During Check Cycle; Fund Number 01; Processing Month 03/2024

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
35287	AWARDS UNLIMITED	GRADUATION SUPPLIES	71.54
35288	BLAZERWORKS	SPEECH SERVICES	3,371.25
35289	CENTRAL NEBRASKA REHABILITATION SERVICES	OT/PT SERVICES	1,528.60
35290	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	2,221.40
35291	CONTROL SERVICES, INC.	SERVICE CONTRACT	1,280.16
35292	DIETZE MUSIC HOUSE	SUPPLIES	39.60
35293	EAKES OFFICE PLUS	SUPPLIES/PAPER	6,959.92
35294	EDUCATIONAL SERVICE UNIT #7	SCHOOLZILLA PROFESSIONAL	2,381.54
35295	ENGEL, RONNIE	COMPUTER PARTS REIMB.	921.36
35297	ESU #7 PRODUCTION DEPARTMENT	SUPPLIES	1,402.65
35325	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	12,198.19
35296	ESU #7	COMPUTER MAINTENANCE/SOFTWARE	938.64
35298	FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	265.30
35299	FRONTIER COOPERATIVE COMPANY	FUEL	2,405.71
35300	GARY'S PLUMBING, LLC	SUPPLIES	51.25
35301	J.W. PEPPER & SON, INC.	MUSIC	166.90
35302	JACKSON SERVICES, INC.	RUG SERVICE	371.37
35303	JB & R'S TREE SERVICE	SNOW REMOVAL	2,600.00
35304	JOHNSON CONTROLS FIRE PROTECTION LP	FIRE SYSTEM CONTRACT	1,587.55
35305	KSB SCHOOL LAW	LEGAL SERVICES	347.50
35306	MATHESON TRI-GAS, INC.	SUPPLIES	658.85
35307	MENARDS	SUPPLIES	587.92
35308	N.E.T.A.	2024 NETA REGISTRATION	199.00
35309	NEBRASKA AIR FILTER, INC.	AIR FILTERS	451.97
35310	OSCEOLA FOOD MART	SUPPLIES	216.81
35311	OSCEOLA IMPLEMENT & SUPPLY, INC.	PARTS/LABOR/REPAIRS	298.43
35312	OSCEOLA PUBLIC SCHOOLS	PRESCHOOL MILK	110.55
35313	PINNACLE BANK	SUPPLIES	89.99
35314	PINNACLE BANK	SUPPLIES	867.17
35315	PINNACLE BANK	SUPPLIES	610.55
35316	POLK COUNTY HEALTH DEPARTMENT	NURSING FEES	1,096.45
35317	POLK COUNTY RPPD	ELECTRICITY	19,239.97
35318	PRESTO-X, A RENTOKIL COMPANY	PEST CONTROL	327.16
35319	SPARROW PUBLICATIONS, LLC	PRINTING	372.38
35320	SPORT SAFE TESTING SERVICE, INC.	RANDOM DRUG TESTING	465.00
35321	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	COPIER LEASE	104.48
35322	WINDSTREAM	STATE INTERNET CONTRACT	143.71

Board Report - Monthly

Posted - During Check Cycle; Fund Number 01; Processing Month 03/2024

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
35323	WOODRIVER ENERGY LLC	NATURAL GAS	<u>7,797.92</u>
Checking Account Total:			<u>74,748.74</u>
<u>Checking 1</u>			
629	ESTECH SYSTEMS, INC.	PHONE SERVICES	89.90
631	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	13.81
630	MG TRUST COMPANY	TSA PAYABLE	990.00
632	OPTUM	FLEX PLAN FUNDING	597.52
628	PLIC - SBD GRAND ISLAND	LTD INSURANCE	<u>936.74</u>
Checking Account Total:			<u>2,627.97</u>
<u>Checking 4</u>			
2275	OPTUM	FLEX PLAN FUNDING	150.00
2278	POSTMASTER	MARCH NEWSLETTERS	111.28
2276	UNIVERSITY OF NEBRASKA - LINCOLN	REGISTRATION	115.00
2277	WAYNE STATE COLLEGE	MS MUSIC FESTIVAL	<u>50.00</u>
Checking Account Total:			<u>426.28</u>
 TOTAL CHECKS & PREPAIDS:			 77,802.99
TOTAL PAYROLL:			<u>296,885.15</u>
GRAND TOTAL:			<u><u>374,688.14</u></u>



Service Plan Proposal

Prepared exclusively for:

Osceola Public Schools

Osceola, NEB

March 6, 2024

Control Services, Inc.

4526 South 143rd Street

Omaha, Nebraska 68137

(402) 339-4344

www.controlservices.com

Jason Lavaley
Osceola Public Schools
565 Kimmel St
Osceola, NE
March 6, 2024

Dear Jason

The benefits of performing proper preventive maintenance on all types of HVAC equipment are clear. Not only does the efficiency of the equipment improve, but energy costs are reduced, equipment life is extended and building comfort is greatly increased.

We encourage you to take a close look at our proposal and what is included with our service. The contents of this agreement were custom designed to suit you and your system's requirements. The ongoing service extends the life of equipment, identifies issues proactively reducing the number of comfort complaints and operates the system as designed to reduce energy costs. On average, the heating and air conditioning system makes up over 35% of a building's energy consumption.

Preventative Maintenance and Building Controls with appropriate sequences can reduce energy consumption by 20-50%; Building Analytics can reduce preventative maintenance costs another 8-12% and reduce reactive maintenance by 40% while reducing comfort complaints by 30%. In addition, the lifecycle of the equipment may be extended reducing capital investments.

Thank you for the opportunity and we look forward to working with you soon. If you have any questions or concerns don't hesitate to get in touch with me at 402.339.4344.

Marvin Burbach
Account Executive
Control Services
402-339-4344 office
402-853-0691 cell

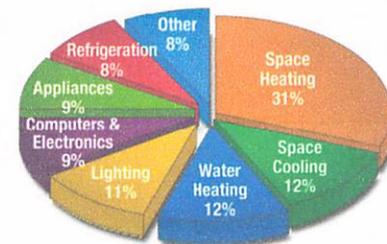
1.0 Service Plan Overview

Control Services is dedicated to our mission of providing our customers with value through quality service. We are proud to maintain an overall satisfaction rating among our preventive maintenance customers. We do this by employing the finest service technicians, pipe fitters, engineers, customer service and support personnel. Our technicians average 15 years in the industry and 12 years at Control Services.

Service Plan Benefits

❖ Energy Savings

According to the International Facility Management Association, HVAC systems use over 40% of a building's energy on average. There are several ways to reduce associated costs. Preventative Maintenance and Building Controls with appropriate sequences can reduce energy consumption by 20-50% while reducing comfort complaints by 30%. In addition, the life cycle of the equipment may be extended reducing capital investments.



** International Facility Management Association*

❖ Increased Comfort Control

Comfort complaints are consistently the top tenant complaints since 1991. There is a direct relationship between comfort and worker productivity. Workers' salaries constitute the major cost of operating a commercial building, generally estimated at over 90% of the total operating cost, so even a small increase in employee productivity can substantially increase a company's financial return. Energy savings and an increase in employee productivity can save building owners, in some cases, millions of dollars each year.

❖ Reduced Operating Costs

As scheduled maintenance is performed, the system efficiency returns to a maximum so operating costs are reduced to a minimum. Ongoing maintenance programs save you money in the long run and are an investment in the future of your business. We can even custom design a scheduled maintenance program to suit the system's needs and owners' requirements.

❖ Facility Maintenance Support

At 47 years of age, an average general maintenance worker is at the cusp of leaving the workforce, creating a void that is difficult for enterprises to fill. There is currently a skills gap for the incoming workforce and younger generations favor more technology based solutions. Innovations in building management and maintenance systems including predictive and prescriptive analytics and a dedicated service partnership can help facilitate staff transition and optimize maintenance processes. As service plan can include these services with associated support and training.

3.0 Service Plan Inclusions

Services included in this agreement are shown below along with a description of services. With a Service Agreement, you will receive priority scheduling with 24/7/365 response usually within the same or next business day.

3.1 HVAC Preventative Maintenance Services

HVAC System Inspection & Assessment

Control Services, Inc. will conduct an inspection of the HVAC equipment and perform the preventative maintenance tasks identified in Section 4. Our service department will call you and confirm the visit to the site per the schedule noted in this Agreement.

HVAC System Verification & Testing

Control Services will conduct system level testing of the HVAC equipment. The technician will perform onsite physical inspection, make necessary adjustments to confirm sequence of operations.

3.2 On-Site Repair Coverage

Discount on Labor Rates

The Owner shall be provided reduced service contract labor rates as published by Control Services.

Discount on Schneider Electric Material

The Owner shall be provided a 50% discount from manufacturer's published list price for all Control Services purchased Schneider Electric HVAC components throughout the duration of this contract. Non-Schneider Electric parts are excluded from this discount.

3.3 Parts Coverage

Parts are excluded from this Agreement. Needed parts will be purchased by the Owner as needed.

Remote Phone Support

Control Services will provide you with a customer care number, wherein you may call for technical queries/issues related to the systems agreed upon in this contract, for support. Our customer care service dispatcher will take your request and direct the required resources to rectify the same. Depending on the agreement coverage, this support may be integrated as a part of this contract or billed on a Time and Material basis.

5.0 Terms and Conditions

Planned and/or routine maintenance services provided under this agreement will be performed during normal working hours unless specifically stated in the agreement. The guarantees and services provided under the scope of this agreement are conditioned upon Customer operating and maintaining systems/equipment. Customer will do so according to industry-accepted practices and in consideration of our recommendations. Customer will provide and permit reasonable access to all covered equipment. Control Services, Inc. (hereinafter 'Company') will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services, after the Company technician has verbally notified the customer that he has arrived on the premise.

The Company shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. In the unlikely event of failure by the Company to perform the obligations in this contract, the Company's liability is limited to repair or replacement of product at its option, and such shall be Customer's sole remedy. Under no circumstances will the Company be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Customer's tenants or clients, or any special, indirect or consequential damages. This agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, nor unserviceable equipment such as ductwork, boiler shell and tubes, unit cabinets, boiler refractor material, electrical wiring, hydronic or pneumatic piping, structural supports, etc. Manual operation of equipment or systems is also excluded from this coverage, unless clearly included by amendment.

The Company is not responsible for the removal or disposal of any hazardous materials or any cost associated with those materials unless otherwise specified in this agreement. Any charges incurred for their proper disposal will be borne by the customer and will be incremental to the contract price. This agreement does not include repairing any damage resulting from improper / inadequate water treatment or filter service not supplied by the Company. This agreement does not include services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to software or equipment not performed by the Company. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.

The Company shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, federal, state, municipal or other authorities except as otherwise included in this agreement. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems. The Company shall not be liable for the operation of the software or equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. The Company shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. The Company shall not be liable for the loss or damage of any Customer cloud backup data. The Company shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.

Only the Company's personnel or agents are authorized to perform the work included in the scope of this agreement. The Company may, at its option, cancel its obligations under this agreement should non-authorized individuals perform such work. This agreement and all rights hereunder shall not be assignable unless approved by the Company in writing. In the event of additional freight, labor, or material costs resulting from Customer's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at the Company's currently established rate. The Company's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event the Company encounters such material in performing its work, the Company will have the right to discontinue work and remove its employees until the hazard is corrected by Customer or it is determined no hazard exists.

This agreement constitutes the entire agreement of the parties and supersedes any proposal or prior agreement between the parties with respect to the subject matter hereof. The parties agree that this agreement has been accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced. The failure of Company to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any part of this Agreement is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect. This agreement does not include the disposal of hazardous waste. Customer agrees that in the event that there shall have been passed a federal and/or state law, which shall compel the Company to contribute to a federal and/or state health plan for its employees, then the terms of this agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase the Company's cost to perform this contract.

Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this agreement, is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the Customer purchase order will have any force or effect. The Customer acknowledges that the Company's employees are valuable assets to the Company. The Customer agrees to pay the Company an amount equal to twelve (12) months of salary for each Company employee who worked at Customer's facility that is then hired by Customer at any time during the term of this agreement and for six months thereafter. In addition, Customer agrees to reimburse the Company for all costs associated with any training the Company provided to such employees during the three (3) years before the date Customer hires such employees.

This agreement excludes repair of pre-existing conditions that are required to place this equipment into proper operating condition upon acceptance of this agreement. Customer will defend, indemnify, and hold harmless Company, its affiliates, employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning Customer's use of the Cloud Services in any manner other than as expressly authorized in these Terms or in writing by Company (including any activities by Customer's employees and personnel).

This agreement (including any addendum, unless specified otherwise in the Addendum) shall commence upon execution of this agreement and shall continue through the Original Term set forth within this agreement. The Original Term will start on the date the Services are installed and activated, or no later than six (6) months after the date this agreement is signed by Customer. Thereafter, this agreement shall continue for successive one-year periods subject to the then-current Company prices, terms and conditions, unless either party terminates its obligations to the other party by giving written notice of termination to the other party at least sixty (60) days prior to the end of the Original Term or any subsequent one-year period.

Failure to pay invoices dated after the renewal date does not cancel the services. Customer will continue to accrue a balance on the account until Customer notifies Company in writing or until the service is discontinued by Company and the Customer will be liable for the remaining unpaid balance. After the Initial Contract Term, Company may increase the recurring billing fees for any period with the minimum escalation amount of one percent per year, but not exceeding a ten percent increase per year. New recurring fees will be effective at the beginning of the next billing period.

2.0 Service Plan Investment

This service agreement will be for a term of twelve months, starting from April 1, 2024, and will be through March 31, 2025. The annual pricing of the Service Plan is \$16,060.00.00 per year. Service Plan to be invoiced in 12 monthly payments. This amount does not reflect any applicable taxes which will be added to the each invoice. If tax-exempt, a certificate must be provided to Control Services. For changes in the contract coverage, requests shall be made at least 30 days before the completion of the current year of the contract coverage.

Control Services reserves the right to discontinue its service any time if the payments are not as noted in the terms on the last two pages of this agreement. Failure to make payments when due or impairment of the customer’s credit shall relieve Control Services, Inc. of any and all obligations pertaining to work or performance of work. This agreement acceptance forms part of the Control Services’ Service Plan Agreement, which has been tailored for the listed site. Also included are Inclusions, Exclusions and Terms and Conditions.

Customer Name Acceptance

Control Services, Inc. Acceptance

Print Name: _____
Title: Superintendent
Date: _____

Print Name: _____
Title: _____
Date: _____

Marvin Burbach
Account Executive
Control Services, Inc.
4526 South 143rd Street
Omaha, Nebraska 68137
(402) 339-4344
(402) 853-0691 cell

4.0 Equipment, Tasks and Schedule Covered Under this Contract

The following is a list of HVAC equipment covered under this service plan

BMS Equipment Description	Size/Type	Qty	Make/Model	Location	Notes
RTU	30 ton	6	York/Y32AE14F	High School Roof	
RTU	30 ton	1	York/DJ210E	High School Roof	
RTU	30 ton	1	York/Y33AE14F	High School Roof	
HV Units	Heating	2	York/K4EU090A33	Locker Rooms	
HV Unit	Heating	1	York/L4EU240A	Shop	
Boiler		1		High School	
Water Heater		1		High School	
Air Handler & Conds Unit		3		Jeffery Elementary	
Fan Coil Units		12		Jeffery Elementary	
Boilers		2		Jeffery Elementary	
Boiler Condensate Pumps		2		Jeffery Elementary	
Water Heaters		2		Jeffery Elementary	
RTU	25 ton	1	Trane	New Gym	
RTU	5 ton	1	Trane	New Gym	
RTU	2 ton	1	Trane	New Gym	
Split System		3	Mitsubishi	New Gym	



SERVICE AGREEMENT

Beginning Date: 4/1/2024 End Date: 3/30/2025 Customer Number: 7274293-1
 Bill To: Jeffrey Elementary Customer Site: Jeffrey Elementary
341 South Kimmel Street 341 South Kimmel Street
Osceola, NE 68651 Osceola, NE 68651

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the starting sum of:
Three thousand and eighty DOLLARS \$3,080.00

Payable in 4 MONTHLY, QUARTERLY, ANNUAL (Check One) installment(s) of:
Seven hundred and seventy DOLLARS \$770.00

Such invoices are to be paid by CLIENT monthly/ quarterly/ annually. Only monthly/ quarterly/ annual invoices will be submitted to the customer.

GARRATT-CALLAHAN COMPANY has the ability to request a price increase for agreements annually based on current inflationary trends, increased cost of raw materials, shipping, manufacturing, labor, etc. not to exceed 3 % of the current price. Requests will be submitted approximately 11 months into the agreement of each year and will go into effect on the first invoice of the next renewal. Example: Terms of agreement are January - December. In November a notice will be sent about price increase and the new price will be effective January of the following year.

Initial: JL Date: 3/6/2024

In the event that the contract is terminated prematurely, the client will pay any balance that exists as a result of more product having been shipped than has been accounted for with regular monthly invoicing.

Initial: JL Date: 3/6/2024

For those agreements including equipment, GARRATT-CALLAHAN COMPANY will keep track of the equipment pay-off balance. Should the client terminate the agreement prior to the equipment being paid off, GARRATT-CALLAHAN COMPANY will invoice the client the remaining balance of said equipment. If equipment is included, the agreement is not to exceed 12 months.

Initial: JL Date: 3/6/2024

State and local taxes are not included in the dollar amount shown and will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY.

Initial: JL Date: 3/6/2024

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN COMPANY.

GARRATT-CALLAHAN COMPANY will make periodic calls to your facility, during which time we will perform all pertinent analyses for you applicable systems and make recommendations for all necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, product costs, etc., will require renegotiation of terms.



GARRATT-CALLAHAN COMPANY will be responsible only for reasonable diligence and care in providing its program under the agreement. GARRATT-CALLAHAN COMPANY will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: Osceola Public Schools

GARRATT-CALLAHAN COMPANY

BY: Jason Larsley
(PRINTED NAME)

BY: Mark Meadows
(PRINTED NAME)

[Signature]
(SIGNATURE/DATE)

Mark Meadows Digitally signed by Mark Meadows
Date: 2024.03.06 15:33:39 -06'00'

(SIGNATURE/DATE)

TITLE: Superintendent

TITLE: Territory Manager



Terms and Conditions of Sale

Approval and Acceptance

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within thirty (30) days of this quotation date, and may change without notice after that time. Orders received within the thirty (30) days period will be invoiced at the quoted figure provided delivery is accepted within six (6) months of G-C's receipt of the order.

Prices and Freight Charges

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: The following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.* In comparing G-C chemical formulation prices with those of companies that ship collect, add in a freight cost to their prices.

*When the customer requires delivery by a Garratt-Callahan truck or special services such as ChemFeed delivery, chemical transfer into another container, lift gate or stake trucks, weekend or holiday delivery, air freight, rush orders, delivery within a building, gather and ship, etc., the charges will be added to the invoice. Where ChemFeed is available for a specific product the service includes chemical transfer into another container and removal of transferred empty drums. (Excluding 5 gal pails).

Note: Lift gates will not be used to off-load totes (IBCs) due to the inherent danger of doing so.

International Orders

Buyer must pay the costs and freight charge to import the goods. Freight terms are EX-Works unless approved otherwise by the Burlingame Corporate Office.

Prices and Freight Charges – Maritime Sales

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.

Applicable Taxes

Quoted prices do not include any applicable taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.



Invoice Payment Terms

Terms are net thirty (30) days from the date of the sellers invoice and prices do not include any applicable sales taxes. Customers with unpaid invoices after ninety (90) days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at the discretion of the local Garratt-Callahan office or the Accounting Department Manager.

Warranty and Return

Manufactured materials sold are warranted to be free of defects in composition and workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the G-C Company. Upon inspection and instructions by the Buyer, defective materials may be returned to the Seller. If found to be defective such goods will be replaced or repaired by the Seller. The Seller shall not be liable for breach of warranty for any loss or damage arising from the use of such materials, either direct, indirect, consequential and or punitive damages. The exclusive remedy against the Seller for breach of warranty shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the delivered chemical container, is opened, or if a stored chemical exceeds its' expiration date. Chemical containers received at customer location, remove opened, if a stored chemical exceeds its expiration date or used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidently or inadvertently released at the customer's facility become the responsibility of the customer. Unopened chemicals within their expiration date may be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals and/or resalable equipment items if prepaid to G-C plant; a 25% restocking charge if not prepaid.

Delivery and Losses

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct, indirect, consequential or punitive damages, caused by delays in delivery resulting from labor disputes, shortage of raw materials, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.

Right to Cure

Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than ninety (90) days to correct prior to taking actions adverse to G-C.



Insurance

G-C shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems treated with G-C's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow G-C's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to G-C hidden or not obvious system, process, or equipment conditions affecting G-C's Goods or (e) to provide complete and accurate System data. In the event G-C fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from G-C.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Garratt-Callahan Company.

Indemnification

Each Party, by the execution and delivery of this Agreement, expressly indemnifies the other Party with respect to any and all liabilities, costs, including reasonable attorneys' fees, losses, claims, demands or judgments arising from or as a consequence of the actions, inactions or other activities of the indemnifying Party performed, or which the indemnifying Party has failed to perform, under or pursuant to this Agreement. The indemnifying Party, at the sole cost and expense of that indemnifying Party, will assume and will thereafter defend, utilizing legal counsel and other consultants who are specifically approved, in advance, by the Party being indemnified (such approval not to be unreasonably withheld), any lawsuits or other litigation which is instituted or filed against the indemnified Party, or where the indemnified Party is subsequently impleaded or joined, by reason of such actions, inactions or other activities by or on the part of the indemnifying Party.

Assignment

This agreement cannot be assigned by either party without the prior written consent of the other, except to a parent or subsidiary or a subsidiary of its parent, or to a successor by merger, consolidation or purchase of substantially all the assets of at least that portion of the assigning party's business related specifically to this agreement.

Equal Opportunity

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.



U.S. Department of Homeland Security's E-Verify System

By entering into this Contract, Garratt-Callahan certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed to perform duties within the United States of America, during the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) set forth below.

Osceola Public Schools 
CUSTOMER

3/8/2024
DATE

Mark Meadows Digitally signed by Mark Meadows
Date: 2024.03.06 15:33:18 -06'00'
GARRATT-CALLAHAN COMPANY

3/6/2024
DATE



OSCEOLA PUBLIC SCHOOLS 2024-2025 CALENDAR



AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
			Stu 12	Tchr 15		

AUGUST	
9	New Teacher Day
12	1st Day of Fall Activities
12-14	Teacher Inservice/Workdays
15	First Day for Students

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
			Stu 20	Tchr 21		

JANUARY	
1-2	Holiday Break
3	Teacher Inservice No School
6	First Day, 2nd Semester 2-hr Late Start
22	Teacher Inservice 2-hr Late Start

SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
			Stu 20	Tchr 20		

SEPTEMBER	
2	Labor Day, No School
10	Teacher Inservice 2-hr Late Start
24	Teacher Inservice 2-hr Late Start

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
			Stu 19	Tchr 19		

FEBRUARY	
10	No School
4	Teacher Inservice 2-hr Late Start
18	Teacher Inservice 2-hr Late Start

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
			Stu 22	Tchr 23		
			1st qrt	46		

OCTOBER	
9	Teacher Inservice 2-hr Late Start
16	P-T Conferences, 4-8pm 1:30 Dismissal
17	P-T Conferences, 4-8pm
18	End of Quarter
23	Teacher Inservice 2-hr Late Start
25	No School Fall Break

MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
			Stu 18	Tchr 19		
			3rd qrt	47		

MARCH	
3	1st Day of Spring Activities Teacher Inservice
5	2-hr Late Start
11	P-T Conferences 3-8pm Dismiss @ 1:30
12	P-T Conferences 4-7pm
12	End of Quarter
13-17	No School, Winter Break
26	Inservice, Late Start

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
			Stu 18	Tchr 18		

NOVEMBER	
6	Teacher Inservice 2-hr Late Start
18	First Day of Winter Activities
19	Teacher Inservice 2-hr Late Start
27-30	Thanksgiving Break

APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
			Stu 19	Tchr 19		

APRIL	
15	Teacher Inservice 2-hr Late Start
18-22	Spring Break, Easter
30	Teacher Inservice 2-hr Late Start

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
			Stu 15	Tchr 15		
			2nd qrt	42	Sem 87	Tchr 91

DECEMBER	
1	Thanksgiving Break
20	End of Semester 1:30 Dismissal
21-31	Holiday Break
22-26	Moratorium Facilities Closed

MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
			Stu 15	Tchr 16		
			4th qrt	43	Sem 91	Tchr 94
			Year	stu 178	Tchr 185	

MAY	
17	Graduation, 2:00
22	End of Semester 1:30 Dismissal
23	Teacher Inservice/Workday
26	Memorial Day

<p> No School Holiday/Breaks</p> <p> Teacher Inservice, 2-hr Late Start</p> <p> Last Day of the Semester 1:30 Dismissal</p>	<p> Parent-Teacher Conferences</p> <p> End Qtr./Sem.</p>
---	--

**Potential make-up days due to weather would be Feb 10, Mar 17, Apr 22

Resignation Letter

Payton DeMers-Sahling
PO Box 586, 120 N Main st.
4027109494
pdemerssahling@osceola.esu7.org

Osceola Public Schools
565 Kimmel St, PO Box 198 Osceola, NE 68651

2/27/2024

Dear Jason Lavaley,

I am writing this letter to formally notify you of my decision to resign from my position as a teacher. Throughout my tenure at Osceola Public Schools, I have had a rewarding experience. However, due to personal reasons, I have decided to step down from my role. My last day of employment will be 05/31/2024.

I have nothing but positive feedback regarding my experience as a teacher at Osceola Public Schools. The staff, students, and other members of the institution have consistently treated me with the utmost respect and professionalism.

I trust that this notice period will provide ample time for you to find a suitable replacement. Furthermore, I would be willing to assist in the preparation of my successor. If required, I am more than willing to share lesson plans, templates, and any other pertinent information that may facilitate a smooth transition during your onboarding phase. Please feel free to reach out to me if you require any support in this regard.

I sincerely appreciate the support you have provided me in my professional growth during my time here. I extend my best wishes to you and the school. Should you require any assistance during the remaining period, please do not hesitate to reach out to me.

Sincerely yours,

A handwritten signature in black ink that reads "Payton N DeMers-Sahling". The signature is written in a cursive style with a large, sweeping flourish at the end.