

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 \$383,500.03
Payment of special building claims in the amount of \$23,824.30
 - 5.2. Consider, discuss and take all necessary action on
 - 5.2.1. Consider, discuss, and take all necessary action on accepting a service plan with Trane for the Trane units located in the new addition.
 - 5.2.2. Consider, discuss and take all necessary action on renewing Control Services HVAC maintenance contract for 2025-2026 school year.
 - 5.2.3. Consider, discuss and take all necessary action to approve renewal of nurse's contract with Polk County Health Department.
 - 5.2.4. Consider, discuss, and take all necessary action to purchase laptops for the 2025-2026 school year.
 - 5.2.5. Consider, discuss, and take all necessary action in accepting a contract with Katie Feezell as the K-12 Music Teacher.
 - 5.2.6. Consider, discuss and take all necessary action on approving Extra Duty Assignments.
 - 5.2.7. Discuss girls wrestling as part of the with CCO program.
6. Next Meeting Dates and Times
 - 6.1. Regular meeting May 12, 2025, 7:00 PM at the Osceola Middle/High School Media Center.
7. Adjournment

AD REPORT (4-14-25)

Track

The Track team's next meet will be this Wednesday in Osceola at the High Plains Invite. The girls have won their last three track meets. Janna Roberts broke her own school record in pole vault (11'6"). We will host the CRC conference track meet on May 3rd and the D-2 District Track meet on May 14th.

Baseball

The baseball team is currently ranked 9th in the Nebpreps Coaches Poll with a 4-2 record. They had a game today vs York, a game tomorrow in St. Paul, and a game Thursday in Genoa vs Fairbury.

JH Track

The JH Team had the Dorchester Invite today in McCool. Their next meet will be this Thursday at the Osceola Invite.

Jeffrey Elementary

April 14, 2025

Brett Webster

- NSCAS (state testing) testing is almost done at the Elem.
- Daddy/Daughter Dance was Sunday April 13th. It went great, thanks to PAC for sponsoring it.
- Kindergarten Round-UP and Preschool Registration was Friday the 11th. 16 new kids are signed up
- Spring music concert is April 29th at 7 PM. The Art show will take place in the New Gym Commons.
- Field Trips will be finishing up between April 25th and May 17th.
- Track and Field Day is set for May 2nd starting at 1 PM.
- AR party is set for May 20th.
- Wax museum will be May 2nd from 6:00 - 7:00 PM.
- Preschool Promotion will be the 20th of May at 1:30 PM
- Last Day of School is the 21st of May

Board Report - Monthly
GENERAL FUND
Posted - During Check Cycle; Processing Month 04/2025

Check #	Vendor Name	Description	Amount
36023	Don Anderson	Blade Repairs	95.00
36024	Awards Unlimited	Awards	71.54
36025	City of Osceola	Water/Sewer/Compactor	2,442.03
36026	Control Services, Inc.	Service Contract	1,338.33
36027	Dietze Music	Supplies/Repairs	57.00
36028	Eakes	Supplies	1,053.67
36029	ESU #7	Title I 2024-2025	1,099.08
36030	Engel, Ronnie	Computer Parts Reimb.	787.24
36031	ESU #7	3rd Qtr Network Service	878.61
36032	ESU #7	SPED Services	17,180.47
36033	Follet Content Solutions, LLC	Library Books	93.80
36034	Frontier Cooperative Company	Fuel	2,287.90
36035	Gary's Plumbing, LLC	Supplies	119.34
36036	GO Physical Therapy, LLC	OT/PT Services	2,454.75
36037	Heartland Communications	Phone Repairs	75.00
36038	Hometown Leasing	Copier Lease	413.97
36039	iResQ	IPAD Repairs	109.00
36040	Jackson Services, Inc.	Rug Service	384.57
36041	Johnson Controls Fire Protection LP	Elementary Repairs	1,192.51
36042	KSB School Law	Legal Services	250.00
36043	Lifeline Lift Company, Inc.	Lift	2,325.00
36044	Matheson Tri-Gas, Inc.	Supplies	110.60
36045	Nebraska Ag Educators Association	2025-2025 Professional Fees	275.00
36046	Nebraska Interactive, LLC	Subscription Fee	7.50
36047	Nebraska Safety Center	Bus Training	250.00
36048	Nebraska State Fire Marshall Agency	Boiler Inspection	180.00
36049	Osceola Food Mart	Supplies	193.60
36050	Osceola Implement & Supply, Inc.	Supplies	129.75
36051	Osceola Public Schools	Preschool Milk	78.10
36052	Osceola Tire and Service, LLC	Labor/Parts/Repairs	411.41
36053	Pinnacle Bank	Supplies	1,993.44
36054	Pinnacle Bank	Supplies	447.09
36055	Pinnacle Bank	Supplies	13.90
36056	Polk County Health Department	Nursing Fees	1,070.30
36057	Polk County RPPD	Utilities	17,782.54
36058	Postmaster	Bulk Permit	350.00
36059	Presto-X	Pest Control	359.88
36060	Sparrow Publications, LLC	Printing	112.50
36061	Sport Safe Testing Service, Inc.	Random Drug Testing	531.00
36062	Trane U.S., Inc.	Elementary HVAC System	138.10
36063	Triple "S" Service, LLC	Garbage Service	578.00
Checking Account Total:			59,721.52
Checking 1			
699	WoodRiver Energy, LLC	Natural Gas	5,641.19
701	Optum	Flex Plan Funding	317.17
704	Estech Systems, Inc.	Phone Services	94.17
702	Farm Bureau Financial Services	Term Life Insurance	13.81
703	MG Trust Company	TSA Payable	685.00
705	Nebraska Secretary of State	Notary Fees	31.75
700	PLIC-SBD Grand Island	LTD Insurance	1,144.21
Checking Account Total:			7,927.30
Checking 4			
2318	Optum	Flex Plan Funding	150.00
Checking Account Total:			150.00
Checking 8			
1418	Yanda's Music Pro & Audio	Speaker System	23,824.30
Checking Account Total:			23,824.30
Total Checks & Prepaids:			91,623.12
Total Payroll:			315,701.21
Grand Total:			407,324.33



SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
11937 Portal Road
La Vista, NE 68128

Trane Representative

Nate Klinginsmith
Cell: (308) 216-1551
Office: (402) 596-8000

Proposal ID

7894308

Master Agreement

7894308

Company Name

Osceola Public Schools
1341 S Kimmel Street
Osceola, NE 68651-6865
Jesse Pliefke

Site Address

Osceola Public Schools NE
565 S Kimmel St
Osceola, NE 68651

April 03, 2025



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures



REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.***



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
 - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



HVAC EQUIPMENT COVERAGE

Osceola Public Schools NE

The following "Covered Equipment" will be serviced at Osceola Public Schools NE:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Custom Air Handlers - Generic	1	KCC International	OAND480G3-	OA299786-1-1	GYM AHU

Service Description

Custom Air Handler Cooling Pre-Season Annual Maintenance (Service 1)	Quantity Per Term
Custom Air Handler Heating Pre-Season Annual Maintenance (Service 2)	3
	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop	1	Trane	YHC092F3RH	201611963L	
3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop	1	Trane	YHC092F3RH	201611965L	

Service Description

Precedent Cooling Pre-Season Annual Maintenance (Service 3)	Quantity Per Term
Precedent Heating Pre-Season Annual Maintenance (Service 4)	3
	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSC000AAA	E12H61025	Tracer SC

Service Description

TRACE TU Software Maintenance Program (Service 5)	Quantity Per Term
	6

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
12 1/2 -25 Ton Packaged Unitary Gas/Elec Rooftop - CTO	1	Trane	YHD150G3RH	201910030D	

Service Description

Voyager Cooling Pre-Season Annual Maintenance (Service 6)	Quantity Per Term
Voyager Gas Heat Pre-Season Annual Maintenance (Service 7)	3
	3



PRICING AND ACCEPTANCE

Jesse Pliefke
 Osceola Public Schools
 1341 S Kimmel Street
 Osceola, NE 68651-6865

Site Address:
 Osceola Public Schools NE
 565 S Kimmel St
 Osceola, NE 68651

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	8,328.00	4,164.00	Semi-Annual
Year 2	8,775.00	4,387.50	Semi-Annual
Year 3	9,257.00	4,628.50	Semi-Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 3 years, beginning May 1, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on April 30, 2028, this Agreement shall renew automatically for successive periods of 3 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 11937 Portal Road, La Vista, NE 68128.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.



Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Nate Klinginsmith
_____ Printed Name	Proposal Date: April 03, 2025 Cell: (308) 216-1551 Office: (402) 596-8000 License Number:
_____ Title	_____ Authorized Representative
_____ Purchase Order	_____ Title
_____ Acceptance Date	_____ Signature Date

The Initial Term of this Service Agreement is 3 years, beginning May 1, 2025.
 Total Contract Amount: \$26,360.00 USD.



TERMS AND CONDITIONS - SERVICE

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

- 1. Agreement.** These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Trane Digital Services”). **COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.
- 4. Fees and Taxes.** Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
- 5. Payment.** Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
- 6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
- 7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
- 8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
- 9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer’s failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,



on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.



15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 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. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0225)
 Supersedes 1-26.130-7 (1024)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:

- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
- b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
- c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
- d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no



longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data: Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.



13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company’s safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

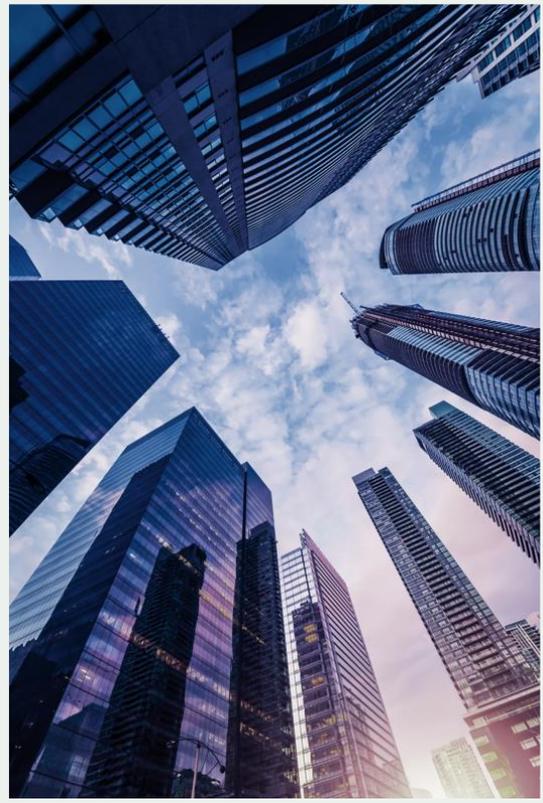
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Custom Air Handler Cooling Pre-Season Annual Maintenance

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Check Damper (Air Handler)
- Supply Fan and Motor Inspection (Belt Driven)
- Air Handler Control Valve Inspection (NTP)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)

Service 2: Custom Air Handler Heating Pre-Season Annual Maintenance

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Check Damper (Air Handler)
- Supply Fan and Motor Inspection (Belt Driven)
- Air Handler Control Valve Inspection (NTP)
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Steam/Hot Water)

Service 3: Precedent Cooling Pre-Season Annual Maintenance

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Check Damper
- Electrical Inspection
- Condenser Fan Check (Unitary)
- Start Up Seasonal Cooling

Service 4: Precedent Heating Pre-Season Annual Maintenance

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Check Damper
- Start Up Seasonal Heating (Gas)

Service 5: TRACE TU Software Maintenance Program

Description

- Software Service Pack Update (Per Workstation and/or BCU)

Service 6: Voyager Cooling Pre-Season Annual Maintenance

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Electrical Inspection
- Remove Lock Out Tag Out
- Pre-Start Check- VOY/PRE



- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
- Return Unit to Normal Operation

Service 7: Voyager Gas Heat Pre-Season Annual Maintenance

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Electrical Inspection
- Remove Lock Out Tag Out
- Pre-Start Check- VOY/PRE
- Manual Log With Electronic Device
- Return Unit to Normal Operation



Service Plan Proposal

Prepared exclusively for:

Osceola Public Schools

Osceola, NEB

March 31, 2025

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 31, 2025

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

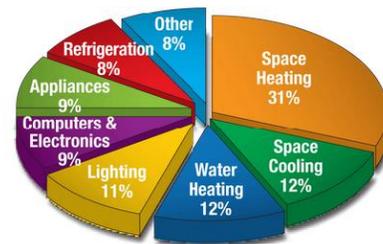
1.0 Service Plan Overview

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.

2.0 Service Plan Investment

This service agreement will be for a term of thirty-six months, starting from April 1, 2025, and will be through March 31, 2028. The annual pricing of the Service Plan is \$14,540.00 per year. Service Plan to be invoiced in monthly payments of \$1,211.67. 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



Print Name: Jason Lavaley
Title: Superintendent
Date: 04/13/2025

Control Services, Inc. Acceptance

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

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.

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		1		Teachers' Lounge	
Air Handler & Conds Unit		1		Kitchen	
Fan Coil Units		14		Jeffery Elementary	
Boilers		2		Jeffery Elementary	
Boiler Condensate Pumps		2		Jeffery Elementary	
Water Heater		1		Jeffery Elementary	
Water Heater		1		New Gym	
Exhaust Fans on Roof		9		High School	
Ref & Frezer		2		Elementary	
Split System		5	Mitsubishi	New Gym	

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.

SCHOOL NURSE CONTRACT
2025-2026

Polk County Health Department to be contracted to provide School Health/Nurse Services for **Osceola Public Schools**.

1. A registered nurse (R.N.) will be available on-site an average of 8-10 hours per week. This time can be divided, as both parties feel appropriate. During peak times, more hours may be required.
2. The R.N. will review existing school policies regarding health issues and make current curriculum suggestions for changes as appropriate. The R.N. will be aware that these are suggestions and the school board has final authority.
3. The R.N. will be available for training of staff regarding current health issues and emergency/first aid or other topics as requested.
4. The R.N. will review immunization records to determine if vaccinations are appropriate for age. If a child is found to be lacking in age-appropriate immunizations, the R.N. will notify parents and then school administration if necessary.
5. The R.N. or fellow staff nurse may be available to examine/counsel individual students regarding health related problems as needed.
6. The school shall be responsible for providing an adequate space for the R.N. to perform her duties as well as any supplies necessary to perform the assigned duties.
7. The school shall agree to pay the Polk County Health Department an hourly wage of \$35.00 per hour per nurse for duties performed at school. The school will also agree to pay the Polk County Health Department \$0.70 per mile for mileage expenses incurred while performing the above duties.
8. The Polk County Health Department staff will conduct PreK-12 hearing evaluation, dental check, vision screening and height and weight measurements and will make referrals to families of students that have deficiencies, as required by State of Nebraska regulation and as requested by school administration. They will also make a follow up visit to include screenings of any student absent on the initial visit, any new students, anyone who was referred on initial visit, teacher requests and any student who had a borderline deficiency but was not referred on initial list.
9. This contract is to begin on or about August 1, 2025 and continue to on or about May 31, 2026. Payment shall be made monthly to: **Polk County Health Department**.

POLK COUNTY HEALTH DEPARTMENT

OSCEOLA PUBLIC SCHOOLS

Darla Winslow

Dr. Jason Lavaley

Title

Title

Date

Date

Darla J. Winslow
Director
3-7-25

Jason Lavaley
Superintendent
3/27/2025

Technology Purchase Proposal

Proposal for 2025-2026 school year is:

Purchase 9 – (5 packs) of the MacBook Airs giving us 40 student computers, and 5 extras for additional students that might arrive or for spares. Total cost of \$39,555 for a newer model from the ones we purchased last year. Specs are in the chart below. Cost per unit is \$20 less when purchasing 5-packs than purchasing individually. This purchase would allow all Freshman students to receive a new computer that they would use the four years of their High School education and 6th grade class would receive new computers that would continue to be used in Middle School or passed to the Elementary for several years plus a few extras for spares and replacement.

Computer	Screen Size	Processor	Memory	Storage	Cost per Unit	Total per 5 pack
MacBook Air 5-pack	13-inch	M4 Chip	16GB	256GB	\$879	\$4395

Purchase 1 MacBook Pro to upgrade the Technical Coordinator's computer. The specs for it are in the chart below.

Computer	Screen Size	Processor	Memory	Storage	Cost per Unit	Total
MacBook Pro	16-inch	M4 Pro Chip	24GB	512GB	\$2299	\$2299

TEACHERS CONTRACT

For Class II, III, & VI Schools and Class I Schools with a Superintendent

This CONTRACT made by and between the school district of Osceola Public Schools, No. 19 in the county of Polk, in the State of Nebraska, hereafter referred to as "District" and Katie Feezell, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: that the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 10, 2025 and end on or about June 30, 2026, and shall consist of 185 days of service including at least 176 teaching days and that the Teacher hereby agrees to accept such employment at a salary of \$72,674 and under the following conditions.

VIZ: \$72,674 Salary schedule placement does not reflect additional educational advancement on the salary schedule which the employee may be eligible to receive. Terms and conditions of employment shall be per the 2025-2026 Negotiated agreement.

Educational Placement: MA+18 Experience 14 Salary Step 14 Index Placement 1,790

FIRST: The salary of the teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 15th day of September 2025, and the remaining installments shall be payable on the 15th day of each month thereafter.

SECOND: The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full-time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon.

FOURTH: This contract may be canceled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part of all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's services are performed prior to the date of resignation of this certificate.

NINETH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all of the provision hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal to the requirements of Sections 79-829 through 79-831 R.R.S. and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District by April 15, 2026, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed April 2, 2025

Katie Feezell
Teacher

Executed: May 12, 2025
School District of Osceola Public Schools No. 19
County of Polk

Attest:

By: _____
President, Board of Education

Secretary, Board of Education

Proposed Extra-Duty Schedule 2025-2026		
Head Coaches	Name	Percent
Football	Ericson, Luke	12.190%
Volleyball	Goodenkauf, Brea	10.260%
Boys Basketball	Zelasney, Jason	12.190%
Girls Basketball	Homolka, Tori	10.260%
Wrestling	Dylan Kaup	
Boys and Girls Track	Ericson, Luke	12.190%
Assistant Coaches	Name	
Asst HS Football	Theis, Dan	9.050%
Asst HS Football	Roberts, Andy	9.050%
Asst HS Volleyball	Amanda Hinkle	7.085%
Asst HS Softball	Mallory Kumpf	7.085%
Asst HS Boys Basketball	Bob Zelasney	3.844%
Asst HS Boys Basketball	Josh Goodenkauf	3.543%
Asst HS Girls Basketball	Amanda Hinkle	6.530%
Asst HS Wrestling		
Asst Girls & Boys Track	Jason Zelasney	7.687%
Asst Girls & Boys Track	Doug Rathjen	9.050%
Asst Girls & Boys Track	Miranda Ericson	7.687%
Asst Girls & Boys Track	Dylan Kaup	7.687%
Asst Baseball		
Activity Sponsors	Name	
Athletic Director	Jason Zelasney	10.260%
Speech	Abby Olson	9.000%
One Act - Co-Director	Tyler Fieldgrove	6.500%
One Act Co-Director	Abby Olson	6.500%
Elem Vocal Music	Katie Feezell	2.000%
Instr. Music	Katie Feezell	2.000%
HS Vocal Music	Katie Feezell	2.000%
Student Council (1/2)	Madison Mumm	1.400%
Student Council (1/2)		
National Honor Society	Brandow, Jami	3.146%
Cheerleading Sponsor	Weller, Tasha	4.525%
Cheerleading Sponsor	Gillespie, Molly	4.170%
Quiz Bowl Sponsor	Baloun, Kimberly	3.238%
JH Quiz Bowl Sponsor	Baloun, Kimberly	3.238%
FFA Sponsor	Korrina Niemann	8.390%
Concessions Coordinator	Ekart, James	8.893%
JH Speech	Tyler Fieldgrove	2.800%
Class Sponsors	Name	
6th Grade	McIntyre, Allie	0.000%
7th Grade	Brandow, Jami	0.000%
8th Grade	Turner, Kailey	0.000%
Freshman	Tyler Fieldgrove	0.000%
Sophomore	Ekart, James	0.000%
Junior	Mumm, Madison	0.000%
Pancake Feed	Ericson, Luke	1.573%
Prom		2.450%
Graduation	Tonniges, Chelsey	1.299%
Graduation	White, April	1.299%
Junior High Athletics	Name	
Jr. High Football		4.000%
Jr. High Volleyball	Mallory Zelasney	4.340%
Jr. High Boys Basketball	Garrett Fisher	4.000%
Jr. High Girls Basketball		4.000%
Jr. High Wrestling	Dylan Kaup	4.600%
MS Speech	Tyler Fieldgrove	4.000%
Morning Weights	Dylan Kaup	
Summer Weights	multiple staff	
		245.007%