

Regular Board Meeting
Monday, May 19, 2025 6:00 PM Mountain

District Office
527 Industrial Park Road
Brush, CO 80723

Paul Chard: Present
Lacy Garrett: Present
Brandy Hansen: Present
Bryson Miller: Present
Brad Mortensen: Absent
Shawn Tadolini: Present
Derek Windsheimer: Present

Present: 6, Absent: 1.

1. Opening Meeting
 - 1.1. Call to Order
 - 1.2. Roll Call
 - 1.3. Pledge of Allegiance
2. Approval/Modification of Agenda
3. Consent Agenda
 - 3.1. BOE Minutes 04.21.25
 - 3.2. Disbursement Listing 04.01.25 - 04.30.25
4. Celebrations
 - 4.1. Brush Archery
5. Reports
 - 5.1. DAAC Report
 - 5.2. NV5 Update: TPS HVAC Project
 - 5.3. PK/Headstart & Little Beets Report
 - 5.4. Curriculum Instruction Data and Assessment Update
 - 5.5. Board Reports
 - 5.6. Financial Report
6. Executive Session
 - 6.1. The Board of Education go into executive session pursuant to CRS section 24-6-402(4)(a) to discuss the status of negotiations regarding the potential purchase of a parcel of land north of the Brush Secondary Campus owned by US Federal Properties LLC.
7. Community Comment
8. Opening of the Morgan-Prewitt Water Share Bids
9. Superintendent's Report
10. Action Items
 - 10.1. Design Builder
 - 10.2. Commissioning Agent
 - 10.3. BBD Lighting Quote
 - 10.4. BSC Chiller Compressor

10.5. Beaver Valley Door Replacement
10.6. Fund 22 - Governmental Grants Fund
10.7. Fund 29 - Little Beets
10.8. Fund 41 - Insurance Fund
10.9. Fund 43 - Capital Reserve Fund
10.10. Bus Driver Salary Schedule
10.11. Substitute Rates
10.12. Morgan Prewitt Water Share Lease
10.13. Little Beets
10.14. Little Beets Tuition
10.15. Head Start Contract
10.16. Brush School District Bank Accounts
10.17. Bus Quote
10.18. Food Service Contract
10.19. NinjaOne
10.20. Personnel Report
10.21. Selective Tolling Agreement
10.22. Policies
11. Information Items
11.1. June Work Session, Monday, June 2nd
11.2. Next BOE Meeting June 23, 2025
12. Debrief
12.1. Clarification and/or Next Steps
13. Adjournment
13.1. Meeting Adjourn

Brush School District RE-2J
Board of Education – Minutes
Monday, April 21, 2025
Brush CO

Regular Board Meeting 6:00 PM

Lacy Garrett:	Present
Brandy Hansen:	Present (Attended Virtually)
Bryson Miller:	Present
Brad Mortensen:	Present
Shawn Tadolini:	Present
Derek Windsheimer:	Present
Paul Chard:	Present

1. Opening Meeting

1.1. Call to Order

President Paul Chard called the meeting to order at 6:02 pm.

1.2. Roll Call

1.3. Pledge of Allegiance

2. Approval/Modification of Agenda

I move to adopt the agenda with the exception of an amendment to move item #4 (Community Comment) to follow Executive Session #7 immediately. This motion, made by Lacy Garrett and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

3. Consent Agenda

I move to approve the consent agenda. This motion, made by Bryson Miller and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

3.1. BOE Minutes 3.17.25., 3.31.25, 4.11.2025

3.2. Disbursement Listing 3.1.25 - 3.31.25

4. DAAC Report

Mrs. Stone shared the DAAC report.

5. Celebrations

Middle School Athletics: BMS Track athletes provided valuable assistance at the BHS track and field home meet.

Performing Arts: "The Wizard of Oz" performance was noted as outstanding.

Literacy Initiatives: Mrs. Cody recognized the various book clubs operating throughout the district.

Mr. Mauler was acknowledged for leading an administrative team book club.

Administrative: Reporting to the Colorado Department of Education received positive feedback.

Community Service: Mr. Miller commended the BHS baseball team for their assistance.

5.1. Student Presentation - BSC State Science Fair

6. Executive Session

6.1. The Board of Education Will Go Into Executive Session For The Purpose Of Conference With An Attorney To Receive Legal Advice On Specific Legal Questions Regarding Storm Damage from June 28, 2023, Authorized by C.R.S. 24-6-402(4)(b)

I move that the Board of Education goes into executive session. This motion, made by Lacy Garrett and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

Into executive session at 6:33 pm Out of executive session at 8:20 pm
Mr. Chris Tramaine left the executive session at 7:22 pm.

I move that the Board of Education go out of executive session. This motion, made by Lacy Garrett and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

7. Community Comment

Bailey and Keith Wacker had a community comment regarding Bailey's employment status.

8. Reports

8.1. Board Reports

Preschool Policy Council: A parent survey was sent out. 68/70 slots are filled. Preschool is currently working on transitions to Kindergarten. The second round of home visits are taking place.

Prewitt Water: Brush School District has the ability to lease their water share

8.2. Superintendent's Report

Mrs. Cody shared her Superintendent's report along with some upcoming events.

9. Action Items

9.1. BSC Gym Floors

I move to approve the resurfacing and refinishing of the gym floors at BSC. This motion, made by Lacy Garrett and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.2. 25-26 Salary Schedules

I approve the 25-26 salary schedules as presented. This motion, made by Brad Mortensen and seconded by Shawn Tadolini, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.3. 2025-2026 Medical Benefits

I approve the 25-26 medical benefits as presented. This motion, made by Brad Mortensen and seconded by Lacy Garrett, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.4. Certified Contract

I move to approve the contractual language for the Brush School District certified contract. This motion, made by Lacy Garrett and seconded by Shawn Tadolini, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.5. Financial Audit Engagement Letter

I move to approve the audit engagement letter for the 2024/2025 fiscal school year audit with RFarmer LLC. This motion, made by Derek Windsheimer and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.6. Prewitt Water Lease

I move to approve a one year lease of one share of Prewitt Reservoir water and any subsequent leases to reviewed annually by the Board of Education. This motion, made by Bryson Miller and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.7. BSC Beetdigger Online Program

I move to approve the implementation of the BSC Beetdigger Online Program. This motion, made by Lacy Garrett and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.8. Homeschool Enrichment Program

I move to approve the implementation of a Homeschool Enrichment Program. This motion, made by Shawn Tadolini and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
---------------	-----

Brandy Hansen: Yea
Bryson Miller: Yea
Brad Mortensen: Yea
Shawn Tadolini: Yea
Derek Windsheimer: Yea
Paul Chard: Yea

Voting Summary: Yea: 7, Nay: 0

9.9. Aerolab Program

I move to approve the partnership with Falcon Aerolab. This motion, made by Lacy Garrett and seconded by Derek Windsheimer, Carried.

Voting Detail:

Lacy Garrett: Yea
Brandy Hansen: Yea
Bryson Miller: Yea
Brad Mortensen: Yea
Shawn Tadolini: Yea
Derek Windsheimer: Yea
Paul Chard: Yea

Voting Summary: Yea: 7, Nay: 0

9.10. Phone Quote

I move to approve the BSD phone upgrade for \$13,820.00. This motion, made by Bryson Miller and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett: Yea
Brandy Hansen: Yea
Bryson Miller: Yea
Brad Mortensen: Yea
Shawn Tadolini: Yea
Derek Windsheimer: Yea
Paul Chard: Yea

Voting Summary: Yea: 7, Nay: 0

9.11. Chromebook & PC Refresh

I move to approve the Chromebook & PC Refresh for the district. This motion, made by Lacy Garrett and seconded by Shawn Tadolini, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.12. Upgrade Video Camera Servers

I approve the purchase of ENVRs and HDDs to upgrade the Video Camera Servers and Hard Drives for a total project cost of \$11,340. This motion, made by Lacy Garrett and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.13. Personnel Report

I move to approve the personnel report as presented. This motion, made by Shawn Tadolini and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea

Derek Windsheimer: Yea
Paul Chard: Yea

Voting Summary: Yea: 7, Nay: 0

9.14. 25-26 Staff Assignments

I move to approve the 25-26 Staff Assignments as presented. This motion, made by Lacy Garrett and seconded by Shawn Tadolini, Carried.

Voting Detail:

Lacy Garrett: Yea
Brandy Hansen: Yea
Bryson Miller: Yea
Brad Mortensen: Yea
Shawn Tadolini: Yea
Derek Windsheimer: Yea
Paul Chard: Yea

Voting Summary: Yea: 7, Nay: 0

9.15. RMCC

I move that the Superintendent with the input and assistance of Legal Counsel be given the discretion to file a lawsuit against Rocky Mountain Construction Company pertaining to its work on the Maintenance Building and Sports Complex. This motion, made by Bryson Miller and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett: Yea
Brandy Hansen: Yea
Bryson Miller: Yea
Brad Mortensen: Yea
Shawn Tadolini: Yea
Derek Windsheimer: Yea
Paul Chard: Yea

Voting Summary: Yea: 7, Nay: 0

9.16. Retainment of Legal Counsel

I move to retain Miller, Farmer, Carlson Law as additional legal counsel for Brush School District. This motion, made by Brad Mortensen and seconded by Derek Windsheimer, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.17. Policy

I move that BOE policy GCID be granted final approval. This motion, made by Lacy Garrett and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.18. Warming Oven

I move to approve the purchase of a warming oven for Thomson Primary kitchen in the amount of \$6,609.00. This motion, made by Brad Mortensen and seconded by Derek Windsheimer, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.19. Cafeteria Tables

I move to approve the purchase of 8 cafeteria tables for Beaver Valley for a max cost of \$20,973.44. This motion, made by Brad Mortensen and seconded by Shawn Tadolini, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

10. Information Items

10.1. BOE Meeting, May 19, 2025

11. Debrief

11.1. Clarification and/or Next Steps

12. Adjournment

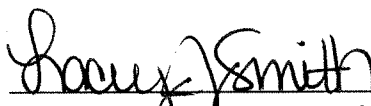
12.1. Meeting Adjourned

Meeting Adjourned at 9:32 pm.

Minutes approved: May 19, 2025



Paul Chard, President
Board of Education
Brush, Colorado



Lacey Smith, Secretary to the
Board of Education
Brush, Colorado



Board Action Memorandum

To: Marsha Cody, Superintendent

From: Valerie Thomson, NV5

Date: May 15, 2025

Subject: *Board Action – D/B Contract Award*

Distribution: **File**

NV5 developed and issued a Request for Qualifications with Proposal (RFQ/P) for Design-Build Services (D/B) for Thomson Elementary. The RFQ/P was issued via Colorado Department of Education (CDE) list serve notification service. A pre-proposal meeting was scheduled and held on Friday, April 18.

NV5 received proposals from five (5) D/B firms prior to the deadline on Friday, May 2nd:

- Buildings by Design/G2/Air Comfort
- Crossland/GH2 Architects
- GTC/Wold Architects
- Howell/360 Engineering
- Millig

NV5 thoroughly reviewed and scored each of the firm's responses and reviewed the information with the Brush Project Committee. NV5 and the committee concluded that the following firms earned the opportunity to interview:

- Buildings by Design/G2/Air Comfort
- GTC/Wold Architects
- Millig

Brush Project Committee and NV5 held interviews on Wednesday, May 14th. Interviews were an hour and a combination of prepared and non-prepared questions. The Brush Project Committee concluded that Buildings By Design/G2 are the best fit for the District.

Legal counsel has reviewed the proposed form of agreement (AIA A1141-2024), Exhibit A (Insurance and Bonds), Exhibit B (D/B Amendment). All parts of the agreement were published with the solicitation for D/B Services. The D/B Agreement is a two-part Agreement whereby the Owner financially commits to Design and Preconstruction Services and later agrees to the Guaranteed Maximum Price ("GMP") Proposal by executing the GMP Amendment.

Therefore, it is the recommendation of NV5, on behalf of the Project Committee, to award the Contract for D/B Services to Buildings by Design in the initial amount of \$229,955.00 and to delegate authority to Superintendent Cody to execute said agreement, consistent with the review and recommendation of legal counsel.

(End of Memorandum)



LITTLE BEETS CHILDCARE



April 2025 Program Proposal

Little Beets currently operates five classrooms serving children from ages 6 weeks to 5 years. The program is licensed to care for children up to the age of 12, however, due to staffing needs, we do not provide care for children in this age group after school at this time.

- Days Open: Monday through Friday, except for Major Holidays, the week of July 4th, and the BSD Winter Break.
- Hours: 7:00am - 5:15pm
- FTE Child Enrollment: 40.5 (54 Children Total)
- District Employee Enrollment: 21 Children (16 Tuition Paying)
- CCCAP Enrollment: 22 Children
- FTEs Available: 19.5

Rates:

Last Rate Increase was 6% in July of 2024.

Rates Across the County - our current rates well below the current trend (~50%) across the county for programs that are similar in size and offering. CCCAP rates are set using current rates from across Morgan County. It is an average of that information and we feel confident in using these rates as a base because of this. We have not received information from the Morgan County Family Partnership of actual current rates, which has been requested.

Finances: With current operation, rates, staffing, and enrollment the Child Care program is projected to exceed revenue **by \$302,558.71 in the 25-26 Fiscal Year**. That is if no changes are made.

We know that the Board, District, and it's employees value Little Beets and it is an important asset to teachers and the program overall. Recognizing the importance of the program, it is essential that we ensure longevity and sustainability of the program. To do this, we must work to reduce the financial deficit the program is set to operate in. On the following pages are the ways in which we feel we can begin to move in that direction.

LITTLE BEETS CHILDCARE

Proposed Program Changes for Little Beets Child Care:

- **Adjust operating days and hours.**
 - Move from a Five day week to Four; with the exception of BSD PLC Days for District Employees as determined by the School Calendar.
 - Program can be efficiently operated with current staffing, eventually moving staff to specific positions, schedules to maintain ratios and meeting program needs.
 - Explore the possibility of expanding the closing time from 5:15 pm to 5:30pm to better meet parent's needs. This would not create an increase in pay for employees as it fits within a 10 hour day.
 - Begin this change the Week of June 2nd, 2025 (proposed calendar included)
- **Increase Tuition** to maximize reimbursement rates from CCCAP program; eventually increase the private pay tuition revenue to these levels as well.
 - Proposed Rate increase effective June 1st.
 - Current tuition paying families would be 'grandfathered' in at their current rates until the following dates for increases:
 - September 1, 2025 (half of final % increase)
 - January 1, 2026 final rate adjustment.
 - All new enrollments will pay the rates as approved effective June 1, 2025.
- **Adjust the billing rate type**
 - Move from monthly rates to weekly rates and bill based on weeks per billing cycle (families select billing frequency upon enrollment) for all families (current and new) beginning on June 1st, 2025.

Room	Age	Slot Type	Current Program Rates		Proposed Rates 6/1/25		% Change
			Daily Rate	Weekly Rate	Daily Rate	4 Day/Week	
Seeds	0 -18 Months	Full Time	\$45.99	\$229.94	\$70.41	\$281.64	53
	0 -18 Months	Part	\$35.25	\$176.25	\$70.41	\$140.82	100
Sprouts	12 - 24 Months	Full Time	\$45.99	\$229.94	\$70.41	\$281.64	53
	12 - 24 Months	Part	\$35.25	\$176.25	\$70.41	\$140.82	100
Beets	24 - 36 Months	Full Time	\$42.37	\$211.84	\$60.76	\$243.04	43
	24 - 36 Months	Part	\$32.48	\$162.40	\$60.76	\$121.52	87
Diggers	2.5 - 4 Years	Full Time	\$42.07	\$210.37	\$44.56	\$178.24	6
	2.5 - 4 Years	Part	\$32.25	\$161.25	\$44.56	\$178.24	38
	3- 6 Years	Full Time	\$42.07	\$210.37	\$44.56	\$178.24	6
	3- 6 Years	Part	\$25.80	\$129.00	\$26.74	\$106.94	4
	3- 6 Years	Before School	\$7.50	\$30.00	\$7.50	\$30.00	0
Rams/ Maroon	3- 6 Years	Afterschool	-	-	\$20.00	\$80.00	0
	7 - 12 Years	Full Time	-	-	\$35.33	\$141.32	-
	7 - 12 Years	Part	-	-	\$17.90	\$71.60	-

Projected Profit Loss with Proposed Changes

- With enrollment stagnant, loss with these changes could be (based on estimates) on the high end \$(279,792) and on the low end.
- With full enrollment (19.5 additional FTE's) a possible profit of \$40,263.

With a four day week, we would not need to increase staff to reach max group size in each room. A five day week would require additional staffing to reach max group size and provide care for 50+ hours per week.

LITTLE BEETS CHILDCARE

Justification of Proposed Changes -

Parent Survey Results

- 33 Responses (43.8% BSD); Next Largest Group was 'Shift Work (Cargill, Luprino, Etc)' (12.5%)
 - We captured all but one child/family (as presumed) in the four youngest rooms Seeds, Sprouts, Beets, and Diggers.
- 46.9% either Do Not Need Friday Care or only need it occasionally (ex. PD Days)
- 53.1% responded they 'need care every Friday'
- If Friday Care were no longer offered, 26% (9 families) said they would need to find a program that is open Monday - Friday.
- If care were no longer offered during breaks: 15.6% said they would need to find another program.
- If care were no longer offered During the Summer (June and July): 53.3% would find another program.

We will work with any and all families to assist them in finding care on Fridays to bridge this gap in care based on the proposed changes. We have been working closely with the Morgan County Partnership to garner information about the Family Friend and Neighbor care program. Being closed on most Fridays would allow our staff to care for children (outside of the parameters of their position) on these days if they choose to do so.

Friday Attendance Trends

The average number of children attending Child Care on Fridays is 22 (of 40 scheduled) across 5 Classrooms. The program is staffed based on the expected number of children, costing the program additional money when attendance is low.

Staff Survey Results

- 85.7% of staff prefer to work a 4 Day work week and 88.5% say they “would enjoy having a primarily 4-day work week with most Fridays off”
- 92.9% of staff say they “would be willing to work a 5-day week schedule once per month (or less) based on the Brush School District Professional Development Schedule.”

LITTLE BEETS CHILDCARE

Little Beets Calendar from
June 2025 - June 2026

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
21						

BRUSH SCHOOL DISTRICT RE-2J 2025-2026

July 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	7					17

September 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
17						18

Date	Event
6/30 - 7/4	Independence Day Closure
9/1	Labor Day Closure
11/21-11/22	Thanksgiving Closure
12/22 - 1/2	Winter Break Closure
5/26	Memorial Day

October 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
17						19

November 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	12					14

December 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
12						13

Attendance Days	
Closure	
Early Closure - 3:30 pm	

Dates are subject to change.

January 2026						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
15						16

February 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
15						18

March 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
13						15

April 2026						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
17						19

May 2026						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	12					13

June 2026						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				



ACC-1 Circuit 2 Remanufactured Compressor

Quote Prepared by Rocky Stuchlik

04/14/2025



PROPOSAL

Account Information

Bill To: BRUSH SCH DIST RE2
527 INDUSTRIAL PARK RD ,
BRUSH CO
USA 80723-2914

Quote Reference Number: 1-1Q90Q7YY

Project Name: ACC-1 Circuit 2 Remanufactured Compressor

Site: BRUSH HIGH SCHOOL
1600 MILL ST
BRUSH CO 80723

Branch Info: JOHNSON CONTROLS CHEYENNE FT. COLLINS CB - 0N49

Attn: Travis Taylor

Customer Information

Name: Travis Taylor

This proposal is hereby accepted and Johnson Controls, Inc. ("JCI" or "Johnson Controls") is authorized to proceed with the work, subject to credit approval by Johnson Controls, Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$64,484.00. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

This proposal is valid through: 05/14/2025

BRUSH SCH DIST RE2

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

ACC-1 circuit 2 remanufactured compressor.

Continue LOTO on chiller, we will have pulled the refrigerant already to see if the compressor spins by hand. No additional refrigerant recovery needed on this quote.

Remove old compressor and install a remanufactured compressor, replace filters and pressure test. Once pressure test is completed we will pull circuit down to 500 microns, perform a standing vacuum test and charge chiller with recovered refrigerant. Remove LOTO and test operation.

Remove and replace bleed resistors on this chiller as well since DC Bus voltage not bleeding down fast enough for safety. operation.

Perform one full oil change on system to remove as much metal debris as possible.

Alternate quote to remove and replace the oil separator per YORK Tech Support will follow. This is recommended to remove the most amount of metal shavings as possible due to compressor failure.

Equipment included In Scope of Proposal

Asset	Customer Tag	Serial Number	Description
11551B96001064	Chiller 1	11551B96001064	YVAA0183 60Hz

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal.
- 4.Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

CUSTOMER ACCEPTANCE:

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

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

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

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail ☐ NO: Please submit via _____

(IMPORTANT): "JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement") resulting from JCI's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI.

TERMS AND CONDITIONS (Rev. 12.12.2024)

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this Agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties in writing, payments are due Net thirty (30) days from the date of the invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this Agreement. If JCI consents to payment by credit card in lieu of EFT/ACH, JCI may charge additional fees. Invoices shall be paid by Customer via EFT/ACH. Invoicing disputes must be identified in writing by Customer within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect

payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received. Customer shall provide financial information requested by JCI to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if JCI, in its reasonable discretion questions Customer's ability or willingness to make payments when due (JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. FAR. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Customer shall reimburse JCI on demand. If any such exemption certificate is invalid, then Customer will immediately pay JCI the amount of the Taxes, plus penalties and interest.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices may be adjusted by JCI prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or Taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to

the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

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

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act or similar Canadian laws relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. JCI may terminate the Services immediately upon notice to Customer, if JCI, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not

made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. JCI as Processor: JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire Agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



ACC-1 Oil Separator
Quote Prepared by James Crum
04/14/2025



PROPOSAL

Account Information

Bill To: BRUSH SCH DIST RE2
527 INDUSTRIAL PARK RD ,
BRUSH CO
USA 80723-2914

Quote Reference Number: 1-1Q9YJK60

Project Name: ACC-1 Oil Separator

Site: BRUSH HIGH SCHOOL
1600 MILL ST
BRUSH CO 80723

Branch Info: JOHNSON CONTROLS CHEYENNE FT. COLLINS CB - 0N49

Attn: Travis Taylor

Customer Information

Name: Travis Taylor

This proposal is hereby accepted and Johnson Controls, Inc. ("JCI" or "Johnson Controls") is authorized to proceed with the work, subject to credit approval by Johnson Controls, Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$13,369.18. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

This proposal is valid through: 05/14/2025

BRUSH SCH DIST RE2

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

ACC-1 Oil Separator replacement. YORK Technical Support recommends replacing this is compressor metal shavings are blown into it to protect the replacement compressor from damage. This will remove the majority of the metal shavings from the oil system. This quote only valid is work is performed in conjunction with Johnson Controls supplying and installing a replacement compressor on Circuit 2 at the same time.

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal.
- 4.Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

CUSTOMER ACCEPTANCE:

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

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

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

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail

☐ NO: Please submit via _____

(IMPORTANT): "JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement") resulting from JCI's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI.

TERMS AND CONDITIONS (Rev. 12.12.2024)

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this Agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties in writing, payments are due Net thirty (30) days from the date of the invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this Agreement. If JCI consents to payment by credit card in lieu of EFT/ACH, JCI may charge additional fees. Invoices shall be paid by Customer via EFT/ACH. Invoicing disputes must be identified in writing by Customer within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received. Customer shall provide financial information requested by JCI to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if JCI, in its reasonable discretion questions Customer's ability or willingness to make payments when due (JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. FAR. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S.

Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Customer shall reimburse JCI on demand. If any such exemption certificate is invalid, then Customer will immediately pay JCI the amount of the Taxes, plus penalties and interest.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices may be adjusted by JCI prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or Taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

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

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act or similar Canadian laws relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. JCI may terminate the Services immediately upon notice to Customer, if JCI, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim

first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire Agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

Brush School District

2025-2026

Stipend Schedule: Bus Drivers

#REF!

DAILY BASE RATE (based on 5 hour schedule) *	\$100-\$135
MILEAGE RATE - all drivers per mile	\$ 0.140
ACTIVITY TRIPS per hour	\$ 20.00
SUBSTITUTES - One-half daily rate each a.m. and p.m. plus mileage	\$ 50.00

* Daily base rate = \$20.00 per hour

OTHER CONSIDERATIONS:

1. A driver who misses their normal run due to an activity trip shall be compensated at the daily base rate plus the hourly rate for hours worked outside of the normal run time.
2. All regular drivers shall be scheduled for the number of student days. If a driver is prohibited from making their normal run due to an activity trip or weather conditions, said driver shall be compensated based upon the daily rate plus average daily miles for that route.
3. The District shall pay \$15.00 per meal when drivers are on out-of-district activity trips. In order to receive three (3) meals per day, driver must log twelve (12) hours and depart prior to 6:00 a.m. and return after 6:00 p.m.; two meals, 6:00 a.m.- 12p.m. or 12:00 -6:00 p.m. One meal shall be paid at any time a driver is out of town during normal meal times.
4. Substitute drivers driving for activity trips shall be paid at the appropriate hourly activity rate. When they drive a route they will receive a full daily base rate for a full day or one half of the daily base rate for a half day or less and mileage at the above rate for the route miles driven.
5. When bus drivers take an activity trip, they will be paid both for the activity trip (hourly rate) and for their regular route hours and route mileage, regardless of whether they complete their normal route. This ensures drivers are appropriately compensated when accepting activity trips.

Substitute Rates			<i>notes</i>
Aides	\$	15.00	
Food Service	\$	15.00	
Para Professionals	\$	15.00	
Custodial	\$	15.00	
Secretarial	\$	15.00	
Preschool	\$	15.00	
Teacher subbing Teacher/ Plan	\$	21.00	per period
Short Term Teacher-p-6	\$	21.17	180 daily
Short Term Teacher-7-12	\$	21.17	180 daily
Long Term Teacher p-12	\$	21.76	185 daily after 5 days in a row



LITTLE BEETS CHILDCARE



April 2025 Program Proposal

Little Beets currently operates five classrooms serving children from ages 6 weeks to 5 years. The program is licensed to care for children up to the age of 12, however, due to staffing needs, we do not provide care for children in this age group after school at this time.

- Days Open: Monday through Friday, except for Major Holidays, the week of July 4th, and the BSD Winter Break.
- Hours: 7:00am - 5:15pm
- FTE Child Enrollment: 40.5 (54 Children Total)
- District Employee Enrollment: 21 Children (16 Tuition Paying)
- CCCAP Enrollment: 22 Children
- FTEs Available: 19.5

Rates:

Last Rate Increase was 6% in July of 2024.

Rates Across the County - our current rates well below the current trend (~50%) across the county for programs that are similar in size and offering. CCCAP rates are set using current rates from across Morgan County. It is an average of that information and we feel confident in using these rates as a base because of this. We have not received information from the Morgan County Family Partnership of actual current rates, which has been requested.

Finances: With current operation, rates, staffing, and enrollment the Child Care program is projected to exceed revenue **by \$302,558.71 in the 25-26 Fiscal Year**. That is if no changes are made.

We know that the Board, District, and it's employees value Little Beets and it is an important asset to teachers and the program overall. Recognizing the importance of the program, it is essential that we ensure longevity and sustainability of the program. To do this, we must work to reduce the financial deficit the program is set to operate in. On the following pages are the ways in which we feel we can begin to move in that direction.

LITTLE BEETS CHILDCARE

Proposed Program Changes for Little Beets Child Care:

- **Adjust operating days and hours.**
 - Move from a Five day week to Four; with the exception of BSD PLC Days for District Employees as determined by the School Calendar.
 - Program can be efficiently operated with current staffing, eventually moving staff to specific positions, schedules to maintain ratios and meeting program needs.
 - Explore the possibility of expanding the closing time from 5:15 pm to 5:30pm to better meet parent's needs. This would not create an increase in pay for employees as it fits within a 10 hour day.
 - Begin this change the Week of June 2nd, 2025 (proposed calendar included)
- **Increase Tuition** to maximize reimbursement rates from CCCAP program; eventually increase the private pay tuition revenue to these levels as well.
 - Proposed Rate increase effective June 1st.
 - Current tuition paying families would be 'grandfathered' in at their current rates until the following dates for increases:
 - September 1, 2025 (half of final % increase)
 - January 1, 2026 final rate adjustment.
 - All new enrollments will pay the rates as approved effective June 1, 2025.
- **Adjust the billing rate type**
 - Move from monthly rates to weekly rates and bill based on weeks per billing cycle (families select billing frequency upon enrollment) for all families (current and new) beginning on June 1st, 2025.

			Current Program Rates		Proposed Rates 6/1/25		
Room	Age	Slot Type	Daily Rate	Weekly Rate	Daily Rate	4 Day/Week	% Change
Seeds	0 -18 Months	Full Time	\$45.99	\$229.94	\$70.41	\$281.64	53
	0 -18 Months	Part	\$35.25	\$176.25	\$70.41	\$140.82	100
Sprouts	12 - 24 Months	Full Time	\$45.99	\$229.94	\$70.41	\$281.64	53
	12 - 24 Months	Part	\$35.25	\$176.25	\$70.41	\$140.82	100
Beets	24 - 36 Months	Full Time	\$42.37	\$211.84	\$60.76	\$243.04	43
	24 - 36 Months	Part	\$32.48	\$162.40	\$60.76	\$121.52	87
Diggers	2.5 - 4 Years	Full Time	\$42.07	\$210.37	\$44.56	\$178.24	6
	2.5 - 4 Years	Part	\$32.25	\$161.25	\$44.56	\$178.24	38
	3- 6 Years	Full Time	\$42.07	\$210.37	\$44.56	\$178.24	6
	3- 6 Years	Part	\$25.80	\$129.00	\$26.74	\$106.94	4
	3- 6 Years	Before School	\$7.50	\$30.00	\$7.50	\$30.00	0
Rams/ Maroon	3- 6 Years	Afterschool	-	-	\$20.00	\$80.00	0
	7 - 12 Years	Full Time	-	-	\$35.33	\$141.32	-
	7 - 12 Years	Part	-	-	\$17.90	\$71.60	-

Projected Profit Loss with Proposed Changes

- With enrollment stagnant, loss with these changes could be (based on estimates) on the high end \$(279,792) and on the low end.
- With full enrollment (19.5 additional FTE's) a possible profit of \$40,263.

With a four day week, we would not need to increase staff to reach max group size in each room. A five day week would require additional staffing to reach max group size and provide care for 50+ hours per week.

LITTLE BEETS CHILDCARE

Justification of Proposed Changes -

Parent Survey Results

- 33 Responses (43.8% BSD); Next Largest Group was 'Shift Work (Cargill, Luprino, Etc)' (12.5%)
 - We captured all but one child/family (as presumed) in the four youngest rooms Seeds, Sprouts, Beets, and Diggers.
- 46.9% either Do Not Need Friday Care or only need it occasionally (ex. PD Days)
- 53.1% responded they 'need care every Friday'
- If Friday Care were no longer offered, 26% (9 families) said they would need to find a program that is open Monday - Friday.
- If care were no longer offered during breaks: 15.6% said they would need to find another program.
- If care were no longer offered During the Summer (June and July): 53.3% would find another program.

We will work with any and all families to assist them in finding care on Fridays to bridge this gap in care based on the proposed changes. We have been working closely with the Morgan County Partnership to garner information about the Family Friend and Neighbor care program. Being closed on most Fridays would allow our staff to care for children (outside of the parameters of their position) on these days if they choose to do so.

Friday Attendance Trends

The average number of children attending Child Care on Fridays is 22 (of 40 scheduled) across 5 Classrooms. The program is staffed based on the expected number of children, costing the program additional money when attendance is low.

Staff Survey Results

- 85.7% of staff prefer to work a 4 Day work week and 88.5% say they “would enjoy having a primarily 4-day work week with most Fridays off”
- 92.9% of staff say they “would be willing to work a 5-day week schedule once per month (or less) based on the Brush School District Professional Development Schedule.”

LITTLE BEETS CHILDCARE

Little Beets Calendar from
June 2025 - June 2026

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
21						

BRUSH SCHOOL DISTRICT RE-2J 2025-2026

July 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	7					17

September 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
17						18

Date	Event
6/30 - 7/4	Independence Day Closure
9/1	Labor Day Closure
11/21-11/22	Thanksgiving Closure
12/22 - 1/2	Winter Break Closure
5/26	Memorial Day

October 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
17						19

November 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	12					14

December 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
12						13

Attendance Days
Closure
Early Closure - 3:30 pm

Dates are subject to change.

January 2026						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
15						16

February 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
15						18

March 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
13						15

April 2026						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
17						19

May 2026						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	12					13

June 2026						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				