

Centura Board of Education Regular Meeting
Monday, October 12, 2020 6:00 PM
Centura High School Library
201 N. Hwy 11
Cairo, NE 68824

Agenda

1. Call the meeting to order
2. Pledge of Allegiance
3. Notation of Nebraska Open Meeting Laws
4. Roll call - excuse/not excuse board members who are absent
5. Approve meeting agenda as presented
6. Student FBLA Presentation
7. Recognition of visitors and public comment
8. Items for Consideration and Action
 - 8.1. Approve September 14, 2020 regular meeting minutes
 - 8.2. Reading and approval of October 2020 general fund claims in the amount of \$569,444.63
 - 8.3. Reading and approval of October 2020 building fund claims in the amount of \$27,950.12
 - 8.4. Reading and approval of September 2020 activity fund claims, revenue, and fund balances
 - 8.5. Treasurer's Report
 - 8.6. School Board Policy Review
 - 8.6.1. Policy changes with 1 of 2 readings: 103.00, 402.01, 403.03, 404.06, 405.00, 501.00, 504.03, 504.14, 504.18, 504.20, 504.21, 505.03, 612.05 and 1004.03
 - 8.6.2. New policy with 1 of 2 readings: 402.15 Staff Conduct with Students
 - 8.7. Johnson Controls Service Agreement
 - 8.8. Approve Johnson Control Building Fund Payment in the amount of \$17,324.45
 - 8.9. 2022 Thomas Freightliner bus purchase
 - 8.10. Set 2021-2022 Negotiations Meeting Date
 - 8.11. Recognize Centura Education Association as exclusive bargaining agent for certified staff for the 2022-23 contract year
 - 8.12. Gym
 - 8.12.1. Board commitment to \$150k towards gym project
 - 8.12.2. Consider gym floor bids
9. Board Reports
 - 9.1. Superintendent Evaluation
 - 9.2. NASB State Education Conference
 - 9.3. Approve Delegate Assembly Representative
 - 9.4. Board Retreat Review of Master Planning
10. Reports
 - 10.1. Elementary Principal report
 - 10.2. Secondary Principal report
 - 10.3. Superintendent report
11. Discussion items
 - 11.1. District Enrollment Figures

- 11.2. Baseball meeting with Central City
- 11.3. Covid-19 Data & Analysis
12. Next Meeting date and time
13. Adjournment

**Centura Board of Education Regular Meeting Minutes
District #47-0100 – Howard County Nebraska
Monday, September 14, 2020 6:00 PM
Centura High School; Cairo, NE**

Attendance Taken at 6:01 PM. Present: Justin Caspersen, Jeff Christensen, Teresa Grabowski, Aron Hostetler, Eric Hostetler, Will Kemptar.

1. Call the meeting to order

Notice of the meeting was given in advance thereof, according to law, by proper publication, a designated method for giving notice to the School District, a copy of the proof of publications being attached to these minutes. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the agenda was communicated in this meeting. All proceeds of the Board of Education were taken while the convened meeting was open to the attendance of the public. President Christensen called the meeting to order at 6:00pm.

2. Pledge of Allegiance

Board President Christensen led in the Pledge of Allegiance.

3. Notation of Nebraska Open Meeting Laws

Board President Christensen recognized a current copy of the Nebraska Open Meetings Act posted.

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

5. Approve meeting agenda as presented

Motion to approve meeting agenda as presented Passed with a motion by Will Kemptar and a second by Teresa Grabowski.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea

Yea: 6, Nay: 0

6. Recognition of visitors and public comment concerning a topic on the agenda.

Seven patrons present addressed the school board regarding health measures/Covid-19.

7. Items for Consideration and Action

7.1. Approve September 2, 2020 budget hearing minutes

Motion to approve September 2, 2020 budget hearing minutes as presented Passed with a motion by Teresa Grabowski and a second by Eric Hostetler.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea

Yea: 6, Nay: 0

7.2. Approve September 2, 2020 tax request hearing minutes

Motion to approve September 2, 2020 tax request hearing minutes as presented Passed with a motion by Eric Hostetler and a second by Justin Caspersen.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea

Yea: 6, Nay: 0

7.3. Approve August 10, 2020 regular meeting minutes

Motion to approve August 10, 2020 regular meeting minutes as presented Passed with a motion by Justin Caspersen and a second by Teresa Grabowski.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea

Yea: 6, Nay: 0

7.4. 2020-21 Proposed Budgets

Motion to approve 2020-21 proposed budget of General Fund, Special Building, Student Fee, Depreciation, Employee Benefit, School Lunch and Activities Passed with a motion by Teresa Grabowski and a second by Justin Caspersen.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea

Yea: 6, Nay: 0

7.5. 2020-21 District Property Tax Request

Motion to approve the 2020-21 district property tax request of total asking amount of \$1.037458 and sign the 2020/21 Tax Request Resolution Passed with a motion by Aron Hostetler and a second by Eric Hostetler.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea

Yea: 6, Nay: 0

7.6. Reading and approval of September 2020 general fund claims in the amount of \$600,704.76

Ace Hardware 485.97, AGI 80.00, Amazon 1,382.02, Apple Inc. 18,017.07, Armbruster Electric 2,983.84, AS Central Services 232.49, Aurora Coop 1,886.45, AxisPlus Benefits 28.00, Baasch & Sons 12.00, Bierhaus, S. 750.00, Black Hills Energy 316.28, Bomgaars 78.37, Brown, L. 1,125.00, BSN Sports Inc 46.28, Carolina Bio Supply 413.53, Carpenter, K. 750.00, CNRS 746.05, Centurylink 433.97, Clipper Publishing 135.00, Computer Hardware 5,052.00, Cron, B. 125.00, Deere Credit 531.87, Dorsey, D. 450.00, Eakes Office Solutions 749.47, Ecolab 104.72, ESU #10 9,081.59, Garcia, M. 59.50, GI Independent 934.87, Grone's Outdoor Power 149.18, Gustave A. Larson Company 410.43, Hadenfeldt, J. 1,235.40, Hand, T. 1,125.00, Heartland Disposal 520.55, Herman Plumbing 737.00, Home Depot Pro 8,366.49, Houghton Mifflin Harcourt 1,330.00, HGPPD 9,109.00, IntoCareers 1,075.00, Island Glass Co. 460.98, IXL Learning 3,889.00, J&D Automotive 4.49, Johnny's Lock & Key Shop 411.00, Johnson Controls, Inc. 2,213.19, Kelly Supply Company 24.20, Ken's Appliance 1,860.17, Killinger, K. 1,125.00, Knopik, B. 750.00, Korinek, D. 20.35, KSB School Law 439.50, Larry's Collections 55.00, Loeffelholz, S. 1,125.00, Luhn, S. 20.35, Mackin 1,371.50, Matheson Tri-Gas 1,526.77, McInturf, S. 375.00, Menards 2,565.67, Mid-American Research Chemical 212.00, Morris, D. 375.00, NCS PEARSON, INC. 142.75, NACIA 15.00, NE Central Telephone 102.44, Nebraska Central Equipment 399.72, Office Net 1,754.59, OneSource 115.00, Pathway Insurance 11,171.35, Phonograph-Herald 403.50, Plate, T. 40.98, Platte Valley Communications 30.00, Pro Team Design 1,576.11, Proquest LLC 1,476.12, Really Good Stuff, LLC 639.54, Sam's Club 168.72, Seesaw 1,540.00, Sherwin-Williams 394.75, Sloan, D. 1,125.00, St. Paul High School 885.56, Staab, B. 375.00, Sullivan, R. 1,125.00, TCI 27.00, Medina Street Vault

720.00, Troy's Total Auto Repair 150.00, TruGreen 1,339.00, Trumler, J. 375.00, US Bank 235.95, Village of Cairo 526.31, Voigt, D. 315.00, Wex Bank 24.05, Whitefoot Market 720.00, Windstream 7.87, Yandas Music & Pro Audio 442.37, Total 119,237.24

Motion to approve September 2020 general fund claims as presented and authorize payment
Passed with a motion by Teresa Grabowski and a second by Justin Caspersen.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea
Yea: 6, Nay: 0

7.7. Reading and approval of September 2020 building fund claims in the amount of \$4,000.00

Motion to approve September 2020 building fund claims as presented and authorize payment
Passed with a motion by Justin Caspersen and a second by Teresa Grabowski.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea
Yea: 6, Nay: 0

7.8. Reading and approval of August 2020 activity fund claims, revenue, and fund balances

Motion to approve August 2020 activity fund claims, revenue, and fund balances as presented
Passed with a motion by Teresa Grabowski and a second by Will Kemptar.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea
Yea: 6, Nay: 0

7.9. Treasurer's Report

Motion to approve treasurer's report as presented Passed with a motion by Teresa Grabowski and a second by Aron Hostetler.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea
Yea: 6, Nay: 0

7.10. Approve Johnson Controls payment of \$27,950.12

Motion to approve Johnson Controls payment of \$27,950.12 from the building fund Passed with a motion by Eric Hostetler and a second by Aron Hostetler.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea
Yea: 6, Nay: 0

8. Presentation - Sewer Plant

Dana Petersen, owner of Frontwater Engineering, presented to the board regarding the school sewer plant and what options may be available for the future.

9. Board Reports

9.1. Schedule Master Plan meeting

A board work session regarding the master plan will be scheduled for Wednesday October 7th at 6:00pm. Teresa Grabowski announced that I Love Public Schools will be feature the Centura

Bike Program, and the Greater Grand Island Community Foundation will be touring the new pre-school room at an upcoming date.

10. Reports

10.1. Elementary Principal report

Elementary Principal Abbey Cron reported on the following items: Pre-school enrollment, crosswalk and staggered dismissal, weekly Sunday messages to parents and academic testing.

10.2. Secondary Principal report

Secondary Principal Cory Bohling reported on the following items: student assessments, ACT/Pre-ACT, teacher observations, college speech dual-credit option now and 33 students taking college credits this semester.

10.3. Superintendent report

Superintendent Ruhl reported on the following items: Free breakfast and lunches for students, DHM phase 4 handout, Two Rivers Public Health update, Central District update, Loup Basin update, State of Nebraska update, start of school update and current enrollment.

10.4. Maintenance Report

Maintenance Director Rodney Gericke reported on the following items: end of summer accomplishments, Covid-19 cleaning procedures and boiler room project completion.

11. Discussion items

11.1. Gym Floor Evaluation

Superintendent Ruhl reported the findings of the gym floor evaluation.

11.2. Review Covid-19 Resolution

Board members discussed the current 2020-21 School Reopening Resolution regarding masks in school. No changes were made to the resolution.

12. Next Meeting date and time

Next Regular Board Meeting: Monday, October 12, 2020 6:00pm

13. Executive Session - Personnel

Motion to enter executive session for the discussion of personnel at 8:30pm Passed with a motion by Aron Hostetler and a second by Teresa Grabowski.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea

Yea: 6, Nay: 0

Motion to exit executive session for the discussion of personnel at 9:03pm Passed with a motion by Teresa Grabowski and a second by Aron Hostetler.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea

Yea: 6, Nay: 0

14. Adjournment

Motion to adjourn meeting at 9:03pm. Passed with a motion by Justin Caspersen and a second by Aron Hostetler.

Justin Caspersen: Yea, Jeff Christensen: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea

Yea: 6, Nay: 0

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	General Fund	
Absolute Construction	187	Ceiling Tire Repair	1,000.00
Total Absolute Construction			<u>1,000.00</u>
AMAZON/SYNCB	35979949658	Adapter to transfer files /projects	18.99
AMAZON/SYNCB	434748756844	Flex seating/3rd grade	17.99
AMAZON/SYNCB	437997698947	Elem budget - 2nd grade flex seating	61.96
AMAZON/SYNCB	483496955895	High school/Elem Supplies	188.02
AMAZON/SYNCB	534444646373	PE Badmitten Nets - 2	159.98
AMAZON/SYNCB	537765963744	Barbell Clips	55.96
AMAZON/SYNCB	597344964884	Stop sign/Elem Parking Lot	23.16
AMAZON/SYNCB	634348843748	Stop sign/Elem crossing	29.15
AMAZON/SYNCB	635979949658	HS/ELEM Planners	20.98
AMAZON/SYNCB	733879976369	Double sided arrow dry erase sign	109.54
AMAZON/SYNCB	839446544488	Stereo receiver	149.95
AMAZON/SYNCB	949958667493	Office supply/pens	5.99
Total AMAZON/SYNCB			<u>841.67</u>
Armbruster Electric	201002	Misc. Electrical Service	902.12
Total Armbruster Electric			<u>902.12</u>
AS Central Services	1234831-0001	Distance Education	2,530.12
Total AS Central Services			<u>2,530.12</u>
Aurora Coop	4146072	bus fuel	1,572.46
Aurora Coop	4148122	06' bus repair	100.00
Aurora Coop	4153463	Bus Fuel	242.00
Aurora Coop	4154191	2014 bus repairs	305.81
Aurora Coop	4154193	Bus repairs	333.29
Aurora Coop	4154194	2009 bus repairs	150.00
Aurora Coop	4156612	2006 bus tires	887.28
Aurora Coop	4164239	Bus fuel	430.00
Aurora Coop	4167508	2011 bus repair	77.18
Aurora Coop	4176009	bus fuel	604.80
Aurora Coop	4176472	DEF/Powerservice	161.84
Total Aurora Coop			<u>4,864.66</u>
AxisPlus Benefits	Oct. 2020-0001	FSA Fees	42.00
Total AxisPlus Benefits			<u>42.00</u>
Black Hills Energy	October 20-0001	Natural Gas	409.25
Total Black Hills Energy			<u>409.25</u>
BTS Communications	34190	Phone repair	141.00
Total BTS Communications			<u>141.00</u>
Central Nebraska Rehab Services	Oct 2020 P-0001	Services/OT & PT	1,091.40
Central Nebraska Rehab Services	Oct 2020-0001	Athletic Training High School	30.00
Total Central Nebraska Rehab Services			<u>1,121.40</u>
Centurylink	3084854258-0001	Telephone-local	296.11
Centurylink	308F18-003-0001	Telephone	137.86
Total Centurylink			<u>433.97</u>

Vendor Name	Invoice Number	Description	Amount
D&M Security	C13834	Quarterly alarm monitoring	111.00
D&M Security	C14113	Fire Alarm Repairs	1,454.50
Total D&M Security			<u>1,565.50</u>
Deere Credit, Inc.	Oct 2020-0001	Skid Skeer-Grounds Maintenance	531.87
Total Deere Credit, Inc.			<u>531.87</u>
Eakes Office Solutions	8106886-0	Cleaning supplies	163.01
Eakes Office Solutions	8107734-0	Omniguard part	7.96
Eakes Office Solutions	8114216-0	cleaning supplies	36.13
Eakes Office Solutions	INV231882	Shampooer Repair	53.00
Total Eakes Office Solutions			<u>260.10</u>
Ecolab	3029070-0001	Service-pest control	104.72
Total Ecolab			<u>104.72</u>
Edgenuity	773192	Odysware License Renewal	9,000.00
Total Edgenuity			<u>9,000.00</u>
ESU #10	Oct 2020-0001	ESU10	4,020.37
Total ESU #10			<u>4,020.37</u>
First National Capital Markets, Inc.	Oct 2020	Budget consulting services	2,500.00
Total First National Capital Markets, Inc.			<u>2,500.00</u>
GI Independent	Oct 2020-0001	Advertising-legals	146.84
Total GI Independent			<u>146.84</u>
Grand Island Sprinkler Guy Inc.	5819	Sprinkler Repair	199.45
Total Grand Island Sprinkler Guy Inc.			<u>199.45</u>
Heartland Disposal	70271-0001	Service-garbage disposal	625.00
Total Heartland Disposal			<u>625.00</u>
HIRERIGHT LLC	P0984151	Bus driver DOT drug screen	31.40
Total HIRERIGHT LLC			<u>31.40</u>
Home Depot Pro	571622133	Hand Sanitizer/Papertowels/TP	1,180.62
Home Depot Pro	571622141	Bathroom Sanitize bags	26.50
Home Depot Pro	571879873	Hand Soap	297.72
Home Depot Pro	575828603	Misc. cleaning/bath supplies	1,846.07
Home Depot Pro	575828611	48x5 dust mop (2)	34.76
Home Depot Pro	575828629	48x5 dust mop (3)	52.14
Home Depot Pro	575828637	24x5 dust mop (3)	29.25
Home Depot Pro	575828660	48x5 dust mop (5)	86.90
Home Depot Pro	5758286686	soap refill	396.96
Home Depot Pro	575828678	24x5 dust mop (3)	29.25
Total Home Depot Pro			<u>3,980.17</u>
HOUGHTON MIFFLIN HARCOURT	1802445836-2	Shipping from previous invoice	139.65
Total HOUGHTON MIFFLIN HARCOURT			<u>139.65</u>
Howard Greely RPPD	Oct 2020-0001	Service-electricity	9,227.09

Vendor Name	Invoice Number	Description	Amount
Total Howard Greely RPPD			9,227.09
J&D Automotive	199551	Bus light bulb	3.28
J&D Automotive	199714	maint. part - belt	24.84
J&D Automotive	199930	Battery/Core Deposits-Busses	857.98
J&D Automotive	200151	Battery-01 Bus	350.73
J&D Automotive	200186	Antifreeze-bus	24.98
J&D Automotive	200187	Radiator caps-bus	6.49
Total J&D Automotive			1,268.30
Johnson Controls, Inc.	1-98492871258	Service call-condensation dripping	644.30
Johnson Controls, Inc.	1-98683541796	Service Repair- AHU fan balancing	2,367.26
Johnson Controls, Inc.	1-98784978525	Service-fix piping & install hangars	3,867.90
Johnson Controls, Inc.	1-98810268755	Service-Misc repairs in high school	3,620.28
Total Johnson Controls, Inc.			10,499.74
JUNIOR LIBRARY GUILD	523654	Elem/HS library books	1,916.50
Total JUNIOR LIBRARY GUILD			1,916.50
Mackin	642703	Books for Elem Library	485.45
Mackin	642710	Books for High School Library Circulatio	414.09
Total Mackin			899.54
Matheson Tri-Gas	22313201	smith torch repair	14.50
Matheson Tri-Gas	22313202	nozzle covers for MIG welders	53.63
Matheson Tri-Gas	22313211	.045 tips 4 pulse 255	11.95
Matheson Tri-Gas	22313212	supplies for industrial tech class	142.44
Total Matheson Tri-Gas			222.52
Menards	10012	Misc. maintenance/cleaning supplies	160.50
Menards	8245	misc. maintenance supplies	6.00
Menards	8918	Misc. supplies for laundry room	113.76
Menards	8951	Misc. Maint. Supplies	297.83
Menards	9684	Misc. maint supplies - elem	218.20
Menards	9686	Credit	(73.35)
Menards	9687	Misc. maint. supplies	79.53
Total Menards			802.47
NE ASSOC OF SCHOOL BOARDS	INV-06127-D3J4Y5	Board virtual Area Membership Meeting	100.00
NE ASSOC OF SCHOOL BOARDS	INV-06228-L8V1G0	State Education Conference Registration	275.00
NE ASSOC OF SCHOOL BOARDS	INV-06241-Y7K6T0	State Education Conference Registration	1,100.00
Total NE ASSOC OF SCHOOL BOARDS			1,475.00
NE Central Telephone	20371949-0001	Telephone-local	102.44
Total NE Central Telephone			102.44
NE TRUCK CENTER, INC	NTCINV92434	Bus part for 09'	79.94
Total NE TRUCK CENTER, INC			79.94
Nebraska Central Equipment	0162923-IN	Bus bulb	27.16
Nebraska Central Equipment	0162927-IN	Bus parts	131.64
Total Nebraska Central Equipment			158.80
Nebraska Safety Center	57-8045	Level 1 Pupil Bus Corse-Misty Garcia	200.00

Vendor Name	Invoice Number	Description	Amount
Total Nebraska Safety Center			<u>200.00</u>
Office Net	Oct 2020-0001	Service-printers/copiers	2,216.39
Total Office Net			<u>2,216.39</u>
Overhead Door Company of GI	42289	Door repair	69.75
Total Overhead Door Company of GI			<u>69.75</u>
Pathway Insurance	2244-0001	Bus rental	23.00
Pathway Insurance	Oct 2020-0001	Property Insurance/Work Comp	11,171.35
Total Pathway Insurance			<u>11,194.35</u>
PlanbookEdu LLC	2020-11421	Elem cloud subscription	551.00
PlanbookEdu LLC	2020-11847	Elem cloud subscription	19.00
Total PlanbookEdu LLC			<u>570.00</u>
Platte Valley Communications	Oct Statem-0001	Service-Bus repeater	30.00
Total Platte Valley Communications			<u>30.00</u>
PYRAMID SCHOOL PRODUCTS	S1411066.002	Elem supplies	17.15
Total PYRAMID SCHOOL PRODUCTS			<u>17.15</u>
RENAISSANCE LEARNING INC	INV5185395-205499	Additional Star Reading subscriptions	227.50
Total RENAISSANCE LEARNING INC			<u>227.50</u>
S.E. Smith & Sons	642671	2x6 (4) for concrete pad	56.76
Total S.E. Smith & Sons			<u>56.76</u>
Sam's Club	09-14-2020	After School Program Supplies	46.89
Sam's Club	10-05-2020	CELP Snacks	23.92
Total Sam's Club			<u>70.81</u>
Sherwin-Williams	5849-1	Paint-outdoor football	157.90
Sherwin-Williams	9318-8	Paint-outdoor	386.73
Total Sherwin-Williams			<u>544.63</u>
Twin Rivers Urgent Care LLC	October 2020	DOT Physicals	190.00
Total Twin Rivers Urgent Care LLC			<u>190.00</u>
US Bank	BalzSportsBar	Working lunch meeting	35.80
US Bank	DiscountTire	Tires for car and skid loader	790.50
US Bank	GimKit/McInturf	Gimkit Pro	59.88
US Bank	Grammarly Credit	Grammarly Credit	(450.00)
Total US Bank			<u>436.18</u>
Village of Cairo	Oct 2020-0001	Service-water	458.37
Total Village of Cairo			<u>458.37</u>
Wal-Mart	08/23/2020	shoe organizer /command strips	84.44
Total Wal-Mart			<u>84.44</u>
Wex Bank	67741992-0001	Misc. Fuel	323.28

Board Report - Board

Vendor Name	Invoice Number	Description	Amount
Total Wex Bank			<hr/> 323.28
Windstream	Oct 2020-0001	Telephone-Long Distance	<hr/> 60.07
Total Windstream			<hr/> 60.07
Fund Number 01			<hr/> 78,793.28
Checking Account ID 1			<hr/> 78,793.28

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: **Engineering Technologies, Inc**
ATTN: Bryan Rahn
825 M St Suite 200
LINCOLN, NE 68508

PROJECT: **Centura Public Schools Mechanical Upgra** APPLICATION NO: **8**
 PROJECT MGR: **DETERDING, DARREN A**

FEDERAL ID: **39-0380010**

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:
JOHNSON CONTROLS, INC
2106 E HW 30
S 3

VIA ARCHITECT:
 REMIT TO: **Johnson Controls**
PO Box 730068
Dallas, TX 75373

PERIOD TO: **31-Aug-20**
 INVOICE NO: **CB10059047**
 INVOICE DATE: **25-Aug-20**
 PROJECT NOS: **MCON450104**
 P.O.NO: **2019-157**
 CONTRACT DATE: **2-Oct-20**

CONTRACT FOR: **control systems**

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>328,790.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>328,790.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>304,244.65</u>
5. RETAINAGE:		
a. <u>10</u> % of Completed Work (Column D + E on G703)	\$	<u>30,424.71</u>
b. <u>10</u> % of Stored Material (Column F on G703)	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>30,424.71</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>273,819.94</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>245,869.82</u>
8. CURRENT PAYMENT DUE	\$	<u>27,950.12</u>
a. <u>0.00</u> % Tax	\$	<u>0.00</u>
b. Total Current Payment with Tax	\$	<u>27,950.12</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>54,970.06</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR: **Johnson Controls, Inc.**

By: _____ Date: 9/4/2020

State of: **Wisconsin** County of: **Milwaukee**
 Subscribed and sworn to before me this **4** day of **September 2020**
 Notary Public:
 My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

JCI PROJECT NO: MC0N450104

APPLICATION NO: 8

Contractor's signed certification is attached.

JCI INVOICE NO: CB10059047

APPLICATION DATE: 25-Aug-20

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 31-Aug-20

Use Column I on Contracts where variable retainage for line items may apply.

DETERDING, DARREN A

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
			1	Project Management		\$14,000.00	\$10,500.00		
2	Demo Labor	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$1,200.00
3	Installation	\$84,985.00	\$67,988.00	\$12,747.75	\$0.00	\$80,735.75	95%	\$4,249.25	\$8,073.58
4	Mech Equip & Materials	\$130,200.00	\$130,200.00	\$0.00	\$0.00	\$130,200.00	100%	\$0.00	\$13,020.00
5	Electrical	\$24,750.00	\$19,800.00	\$3,712.50	\$0.00	\$23,512.50	95%	\$1,237.50	\$2,351.25
6	Insulation	\$27,550.00	\$19,285.00	\$8,265.00	\$0.00	\$27,550.00	100%	\$0.00	\$2,755.00
7	Controls	\$35,305.00	\$13,415.90	\$3,530.50	\$0.00	\$16,946.40	48%	\$18,358.60	\$1,694.88
GRAND TOTALS:		\$328,790.00	\$273,188.90	\$31,055.75	\$0.00	\$304,244.65	93%	\$24,545.35	\$30,424.71

This document was produced under AIA Order No. 1317369973 which expires on 10/22/2020, and is not for resale.

Board Report - Board

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 8	Fund Number 08	Special Building Fund	
Johnson Controls Fire Protection LP	CB10059047	Boiler Room Project Phase 4	27,950.12
Total Johnson Controls Fire Protection LP			<hr/> 27,950.12
Fund Number 08			<hr/> 27,950.12
Checking Account ID 8			<hr/> 27,950.12

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Outstanding AP	Balance Change	Balance
05 704 0101	ACTIVITIES	(10,226.95)	5,999.52	6,387.00	0.00	0.00	(9,839.47)
05 704 0102	SPIRIT SQUAD	6,427.99	2,187.95	600.00	0.00	0.00	4,840.04
05 704 0103	FOOTBALL	(169.43)	386.50	1,616.93	0.00	0.00	1,061.00
05 704 0104	GIRLS BASKETBALL	4,009.19	90.52	292.00	0.00	0.00	4,210.67
05 704 0105	BOYS BASKETBALL	1,555.03	0.00	0.00	0.00	0.00	1,555.03
05 704 0106	VOLLEYBALL	1,302.08	286.65	808.00	0.00	0.00	1,823.43
05 704 0107	CROSS COUNTRY / TRACK	2,792.40	609.50	421.55	0.00	0.00	2,604.45
05 704 0108	DANCE	2,087.75	889.94	265.00	0.00	0.00	1,462.81
05 704 0109	GOLF	256.00	50.00	148.00	0.00	0.00	354.00
05 704 0110	WRESTLING	833.76	0.00	127.84	0.00	0.00	961.60
05 704 0111	Girls Softball	2,117.44	86.99	0.00	0.00	0.00	2,030.45
05 704 0217	CLASS OF 2017	40.00	0.00	0.00	0.00	0.00	40.00
05 704 0218	CLASS OF 2018	134.72	0.00	0.00	0.00	0.00	134.72
05 704 0219	Class of 2019	513.67	0.00	0.00	0.00	0.00	513.67
05 704 0220	Class of 2020	(359.02)	185.96	0.00	0.00	0.00	(544.98)
05 704 0221	Class of 2021	4,915.71	1,112.00	631.00	0.00	0.00	4,434.71
05 704 0222	Class of 2022	2,224.40	0.00	156.25	0.00	0.00	2,380.65
05 704 0223	Class of 2023	200.00	0.00	80.00	0.00	0.00	280.00
05 704 0301	ACCELERATED READER	265.80	0.00	0.00	0.00	0.00	265.80
05 704 0302	ART	608.78	176.34	25.00	0.00	0.00	457.44
05 704 0303	BOOKFAIR	927.22	0.00	0.00	0.00	0.00	927.22
05 704 0304	DUNLAP GRANTS	(79.54)	2,218.36	0.00	0.00	0.00	(2,297.90)
05 704 0306	GREENHOUSE	6,801.93	10.89	0.00	0.00	0.00	6,791.04
05 704 0307	COURTESY FUND	92.11	23.50	0.00	0.00	0.00	68.61
05 704 0308	BAND	2,100.75	251.10	611.00	0.00	0.00	2,460.65
05 704 0309	PRESCHOOL	632.96	0.00	0.00	0.00	0.00	632.96
05 704 0310	REVOLVING FUND	5,878.77	0.00	168.00	0.00	0.00	6,046.77
05 704 0311	SHOP	7,658.30	150.18	70.00	0.00	0.00	7,578.12
05 704 0312	STUCCO SCHOLARSHIPS	496.30	0.00	0.00	0.00	0.00	496.30
05 704 0313	GENERAL CONCESSIONS	8,629.59	1,844.64	2,597.08	0.00	0.00	9,382.03
05 704 0314	WOODS	467.47	0.00	80.49	0.00	0.00	547.96
05 704 0315	HELPING HANDS	117.58	0.00	0.00	0.00	0.00	117.58
05 704 0316	FACULTY FUND	1,437.29	0.00	0.00	0.00	0.00	1,437.29
05 704 0317	ELEM COURTESY	244.24	23.49	0.00	0.00	0.00	220.75
05 704 0318	SPANISH CLUB	9.14	0.00	0.00	0.00	0.00	9.14
05 704 0320	Strength & Conditioning	4,446.18	0.00	0.00	0.00	0.00	4,446.18
05 704 0325	BACK PACK PROGRAM	12,520.19	0.00	192.00	0.00	0.00	12,712.19
05 704 0400	FFA	11,928.98	297.00	1,877.00	0.00	0.00	13,508.98
05 704 0401	YEARBOOK	4,352.39	0.00	400.00	0.00	0.00	4,752.39
05 704 0403	ALUMNI	24.00	0.00	0.00	0.00	0.00	24.00

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Outstanding AP	Balance Change	Balance
05 704 0404	CBI	4,984.85	0.00	0.00	0.00	0.00	4,984.85
05 704 0405	SPEECH	1,803.55	0.00	0.00	0.00	0.00	1,803.55
05 704 0406	DRAMA	1,518.51	0.00	1,012.45	0.00	0.00	2,530.96
05 704 0407	ELEMENTARY STUDENT COUNCIL	578.99	0.00	0.00	0.00	0.00	578.99
05 704 0408	FBLA	3,772.73	386.16	1,600.00	0.00	0.00	5,006.57
05 704 0409	FCCLA	1,166.68	0.00	0.00	0.00	0.00	1,166.68
05 704 0410	MEDIA CLASS	546.55	0.00	0.00	0.00	0.00	546.55
05 704 0411	FFA SCHOLARSHIPS	1,000.00	0.00	0.00	0.00	0.00	1,000.00
05 704 0412	MIXED CHORUS	3,605.94	0.00	0.00	0.00	0.00	3,605.94
05 704 0413	NHS	235.23	0.00	0.00	0.00	0.00	235.23
05 704 0415	STUDENT COUNCIL	3,001.22	750.20	289.00	0.00	0.00	2,520.02
05 704 0416	TECHNOLOGY	603.07	0.00	0.00	0.00	0.00	603.07
05 704 0502	INTEREST	25,816.94	0.00	44.11	0.00	0.00	25,861.05
05 704 0503	MONEY MARKET	263.57	0.00	1.03	0.00	0.00	264.60
05 704 0600	24/7 Student Insurance	14,464.41	5,975.00	475.00	0.00	0.00	8,964.41
	Fund Total: 05	151,577.41	23,972.39	20,955.73	0.00	0.00	148,560.75

23972 39
 + 80 00 - voided cl
 1624 00 - voided cl
 24676 39 (Invoice listing)

Invoice Listing - Summary

Vendor ID	Vendor Name	Invoice Number	Description	Invoice Date	Check Date	Checking Account ID	Check Number	Invoice Amount
308THREADZ	308 THREAZDZ	Dance6/17/20	Team sweatshirts and t-shirts	09/11/2020	09/16/2020		23617	375.00
ADAMCENT	ADAMS CENTRAL HIGH SCHOOL	VB Tourney 9/26/2020	Adams Cen VB tourney entry fee	09/22/2020	09/23/2020		23633	90.00
AMAZONCOM	AMAZON/SYNGB	437997698947-	Pro Series Aluminum Tripod	08/19/2020	09/16/2020		23618	23.99
AMAZONCOM	AMAZON/SYNGB	437997698947.	Softball supplies	09/15/2020	09/16/2020		23618	23.00
AMAZONCOM	AMAZON/SYNCB	534444846373-	Dollar bill money bands	09/15/2020	09/16/2020		23618	8.89
AMAZONCOM	AMAZON/SYNCB	5869/6363/6668	Softball supplies	09/10/2020	09/02/2020		23582	344.32
AMAZONCOM	AMAZON/SYNGB	6584/5398/4866/6683/	300 POD COLLAB SEATING DUNLAP	09/10/2020	09/02/2020		23582	2,218.36
AWARUNLI	Awards Unlimited	36938	2019 State Leadership Conf Chapter Award	09/22/2020	09/23/2020		23634	127.32
AWARUNLI	Awards Unlimited	37293	Cross Country Awards	09/22/2020	09/23/2020		23634	192.45
AXLINE	Axline, Dustin	9/25/2020	V/Fball official vs Twin River	09/25/2020	09/23/2020		23635	100.00
BACON	BACON, GREG	9/11/2020	V/Fball vs NP St. Pats	09/11/2020	09/09/2020		23600	100.00
BODTKE	BODTKE, EVAN	9/8/2020	JH Fball official	09/08/2020	09/04/2020		23597	100.00
BOONECENTR	BOONE CENTRAL PUBLIC SCHOOL	9/5/2020	Boone Central SB Tournament Fee	09/01/2020	09/02/2020		23583	75.00
BROKENBOWH	BROKEN BOW HIGH SCHOOL	9/8/2020	Girls Golf Entry Fee	09/10/2020	09/02/2020		23584	60.00
CANAS	CANAS, ARTURO	9/10/2020	Ornell game - SB Referee Payment	09/10/2020	09/09/2020		23601	120.00
CENTURABOO	CENTURA BOOSTER CLUB	8/31/2020	V/Fball concessions vs Hershey	09/15/2020	09/16/2020		23619	188.48
CENTGENE	CENTURA GENERAL FUND	Fall 2020-21	2020-21 Computer usage fees	09/15/2020	09/16/2020		23620	5,975.00
CENTURAHIL	Centura Hills Golf Club	G/Golf Conf 2020	Conf G/Golf, 2 players	09/24/2020	09/24/2020		23650	34.00
COZADPUBLI	Cozad Public School	9/12/2020	Cozad VB tourney entry fee	09/12/2020	09/09/2020		23602	100.00
DITSON	DITSON, ROBERT	9/11/2020	V/Fball vs NP St. Pats	09/11/2020	09/09/2020		23603	100.00
EILEENSCOO	Eileen's Colossal Cookies	12/31	Cookies for parents night	09/01/2020	09/09/2020		23604	63.00
FULLERTONH	FULLERTON HIGH SCHOOL	9/22/2020	Fullerton G/Golf Entry Fee	09/22/2020	09/16/2020		23621	80.00
GIBBONPUBL	GIBBON PUBLIC SCHOOL	9/19/2020	Gibbon VB tourney entry fee	09/19/2020	09/16/2020		23622	125.00
GIBBONPUBL	GIBBON PUBLIC SCHOOL	9/3/2020	Gibbon Girls CC entry fee	09/01/2020	09/02/2020		23585	50.00
GIBBONPUBL	GIBBON PUBLIC SCHOOL	9/3/2020.	Gibbon boys entry fee	09/01/2020	09/02/2020		23585	50.00
GRANDISLA1	Grand Island Northwest	9/19/2020	GINW SB Tournament fee	09/19/2020	09/16/2020		23623	150.00
GRANDISLA2	GRAND ISLAND PARK & RECREATION	SballFieldRent19/20	Rental of SB field due to Junk Jaunt	09/22/2020	09/23/2020		23636	110.00
HERRERA1	HERRERA, CHRIS	9/10/2020	Ornell game - SB Referee Payment	09/10/2020	09/09/2020		23605	120.00
HYVEACCOU	HYVEE ACCOUNTS RECEIVABLE	4820308849	flowers/plant for Kathy Metlenbrink	09/10/2020	09/16/2020		23624	46.99
IMAGEMARKE	IMAGE MARKET	447263	student t-shirts	09/01/2020	09/02/2020		23586	251.10
IMAGEMARKE	IMAGE MARKET	447568	Student Council T-shirts	09/10/2020	09/16/2020		23625	450.20
JESENTERTA	J.E.S. Entertainment	20200901	DJ for Homecoming	09/01/2020	09/02/2020		23587	300.00
JANUCORE	Janulewicz, Corey	9/8/2020	JHFB Official Fee	09/08/2020	09/04/2020		23598	100.00
KEMPTAR	KEMPTAR, MEGAN	82001	High School Volleyball preseason posters	09/01/2020	09/02/2020		23588	187.24
KWAPKOSKI	KWAPKIOSKI, KIM	9/22/2020	VVball official - vs KCHS	09/16/2020	09/16/2020		23626	160.00
LADWIG	LADWIG, CHRISTOPHER	9/24/2020	Sball umpire Tri	09/24/2020	09/23/2020		23637	180.00
LAUBY	LAUBY, TOM	9/11/2020	V/Fball vs NP St. Pats	09/11/2020	09/09/2020		23606	100.00

Invoice Listing - Summary

Vendor ID	Vendor Name	Invoice Number	Description	Invoice Date	Check Date	Checking Account ID	Check Number	Invoice Amount
LEACH	LEACH, BILL	9/24/2020	SB Tr: Official fee	09/24/2020	09/23/2020	5	23638	180.00
LOUPCITYHI	LOUP CITY HIGH SCHOOL	9/15/2020	Loup City Golf entry fee	09/04/2020	09/09/2020	5	23607	75.00
LOUPCITYHI	LOUP CITY HIGH SCHOOL	Fall2020	Entry fee Parade of Plays	09/22/2020	09/23/2020	5	23639	160.00
LOUPPLATTEC	LouPlatte Conference	20200901	LouPlatte Conference Fall Meeting Meal	09/01/2020	09/02/2020	5	23589	92.00
MARVIN	Marvin, Devin	Leggings 2020	Leggings for Dancers	08/26/2020	09/23/2020	5	23640	232.71
MATHESON	Matheson Tri-Gas	22169235/22169237	2-25' 220 ext. cords	09/04/2020	09/09/2020	5	23608	150.18
MENARDS	Menards	9039	Activities Signs	09/10/2020	09/16/2020	5	23627	176.34
MILLER4	MILLER, CYNTHIA	9/22/2020	VB referee Payment, KC game	09/22/2020	09/16/2020	5	23628	160.00
MISTERBSTE	Mister B's Tees	1507	2020 CC Shirts	09/02/2020	09/09/2020	5	23609	424.00
NORTHPRINT	North Printing & Office Supply, LLC	70015	Wall Calendars	09/14/2020	09/23/2020	5	23641	399.00
NORTHPRINT	North Printing & Office Supply, LLC	70016	Pocket calendars	09/14/2020	09/23/2020	5	23641	389.00
ORDHIGHSCH	ORD HIGH SCHOOL	Boys CC	Ord Boys CC entry fee	09/25/2020	09/23/2020	5	23642	40.00
PARKSEED	PARK SEED	C120611184	Freight	09/01/2020	09/09/2020	5	23610	10.89
PEPSIBEVER	PEPSI BEVERAGES	33347369	Outside Concessions pop/gator ade	09/02/2020	09/09/2020	5	23611	1,158.62
POPCORNGCO	POPCORN COUNTY USA	37735	Popcorn/colisaltboxes	09/01/2020	09/02/2020	5	23590	386.22
RAUERT	RAUERT, MICAH	9/8/2020	JH Fball official	09/08/2020	09/04/2020	5	23599	100.00
RAVENHISC	RAVENNA HIGH SCHOOL	9/17/2020	Ravenna Boys CC Entry Fee	09/17/2020	09/16/2020	5	23629	45.00
RAVENHISC	RAVENNA HIGH SCHOOL	9/29/2020	Ravenna GGolf Entry Fee	09/29/2020	09/23/2020	5	23643	65.00
RIDDELLALL	Riddell/All American Sports Corp.	60415783	Riddell Helmet Kit and Chinstraps	09/01/2020	09/09/2020	5	23612	410.53
RUYBRODN	RODNEY M. RUYBALD	9/3/2020	Cen vs Cclty VB referee payment	09/01/2020	09/02/2020	5	23591	320.00
ROSEFORRY	Roses For You	100623489	Sun flowers for Senior class flowers	09/04/2020	09/09/2020	5	23613	144.02
RUHL3	Ruhl, Anthony	9/25/2020	V/Fball official vs Twin River	09/25/2020	09/23/2020	5	23644	100.00
RUHL2	Ruhl, Dale	9/25/2020	V/Fball official vs Twin River	09/25/2020	09/23/2020	5	23645	100.00
RUHL1	RUHL, ROBERT	9/25/2020	Varsity FB official Fee	09/25/2020	09/23/2020	5	23646	100.00
SAMSCLUB	Sam's Club	2276	Supplies for Pets	08/25/2020	09/16/2020	5	23630	81.88
SAMSCLUB	Sam's Club	2324	Junior Class concessions	09/03/2020	09/16/2020	5	23630	109.32
SCHLEGLEMI	Schleglemich, Mitchell	9/25/2020	V/Fball official vs Twin River	09/25/2020	09/23/2020	5	23647	100.00
SIMPSON	SIMPSON, ROBBY	9/1/2020	V/Fball vs NP St. Pats	09/01/2020	09/09/2020	5	23614	100.00
SONYASCHUL	Sonya Schultz Photography	Centura/Carpenter202	Senior Banners	09/15/2020	09/16/2020	5	23631	1,112.00
STPAULHS	ST PAUL HIGH SCHOOL	9/3/2020	St Paul Girls Golf entry fee	09/01/2020	09/02/2020	5	23592	70.00
TETLEY	TETLEY, GREGORY	9/1/2020	VFB officiating Fee	09/11/2020	09/09/2020	5	23615	100.00
THRUSHWOOD	THRUSHWOOD FARMS QUALITY MEATS	D13	Jerky Sticks for FFA	09/04/2020	09/09/2020	5	23616	297.00
UNK	UNIVERSITY OF NE KEARNEY	9/28/2020	UNK CC Entry Fee	09/28/2020	09/23/2020	5	23648	100.00
USBANK	US Bank	31984	Coaches Gear	09/01/2020	09/02/2020	5	23593	1,010.50
USBANK	US Bank	Epicos8/20	FBLA Officer Shirts/bags	09/01/2020	09/02/2020	5	23593	214.88
USBANK	US Bank	ETSY 7/28	Team Camp Tank Tops	07/28/2020	09/02/2020	5	23593	282.23
USBANK	US Bank	Menards8/3	Softball field supplies	09/01/2020	09/02/2020	5	23593	98.66

Invoice Listing - Summary

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Check Date</u>	<u>Checking Account ID</u>	<u>Check Number</u>	<u>Invoice Amount</u>
USBANK	US Bank	MitchellMkt87	XC Team Banner	08/07/2020	09/02/2020	5	23593	185.50
USBANK	US Bank	PartyCity8/3	Confetti cannons for graduation	09/01/2020	09/02/2020	5	23593	41.94
USIEDUCATI	USI Education & Government Sales	W020473401011	Laminating pouches for Activity passes	09/01/2020	09/02/2020	5	23594	20.99
VARSITYSPI	Varsity Spirit Fashions & Supplies LLC	12701059	Cheer uniforms	09/04/2020	09/16/2020	5	23632	2,187.95
WALMART	Wal-Mart	02385	parents night items	09/02/2020	09/23/2020	5	23649	99.41
WALMART	Wal-Mart	20843	Prizes/Snacks for Centura Skills Camp	09/01/2020	09/02/2020	5	23595	90.52
WALMART	Wal-Mart	7284	Brownies for Booster Tournament	09/01/2020	09/02/2020	5	23595	23.96
WESTANNABO	WEST ANNA BOUTIQUE	728798	embroidering for golf polos	09/01/2020	09/02/2020	5	23596	50.00

Report Total: 24,676.39

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

10/09/2020 10:16 AM

User ID: LCP

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
6406	IDEA Preschool (619) Base	2,066.00	0.00	0.00	0.00	2,066.00	0.00	0.00	2,066.00
6408	IDEA Part B - Base/EP	132,630.00	14,452.95	28,906.16	21.79	103,723.84	0.00	0.00	103,723.84
6410	IDEA Enrollment/Poverty (611)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6411	IDEA Part B Early Intervening Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6412	IDEA Part B Proportionate Share	6,804.00	591.47	1,182.95	17.39	5,621.05	0.00	0.00	5,621.05
6700	Fed Voc & Applied Tech Ed (Carl Perkins)	1,200.00	0.00	0.00	0.00	1,200.00	0.00	0.00	1,200.00
6967	TITLE IV, PART A	1,600.00	0.00	0.00	0.00	1,600.00	0.00	0.00	1,600.00
6969	Title IVA-SSAE	10,000.00	0.00	9,848.12	98.48	151.88	0.00	0.00	151.88
6992	REAP	84,100.00	7,137.13	14,274.26	16.97	69,825.74	0.00	0.00	69,825.74
6996	School Emergency Relief	20,000.00	84.44	10,284.22	51.42	9,715.78	0.00	0.00	9,715.78
8000	TRANSFERS (OUTGOING)	14,000.00	0.00	0.00	0.00	14,000.00	0.00	0.00	14,000.00
9000	NON-PROGRAM EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01	General Fund	8,024,850.00	569,444.63	1,395,149.39	18.00	6,629,700.61	0.00	49,157.63	6,580,542.98
General Fund October 2019		8,189,662.00	579,425.24	1,212,600.38	14.81	6,977,061.62	0.00	0.00	6,977,061.62

Expenditure Report by Function/Object - Detail

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM ³ Outstanding	P/ O Outstanding	Unencumbered Balance
06	Hot Lunch Fund							
3100	Food Service Operations							
06 3100 110 001	Salaries Non-Instructional Staff	0.00	466.07	466.07	0.00	(466.07)	0.00	(466.07)
06 3100 110 002	Salaries Non-Instructional Staff	0.00	569.64	569.64	0.00	(569.64)	0.00	(569.64)
110	Salaries Non-Instructional Staff	0.00	1,035.71	1,035.71	0.00	(1,035.71)	0.00	(1,035.71)
06 3100 130 001	Overtime Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 130 002	Overtime Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130	Overtime Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 150 001	Addtl Compensation Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00
150	Addtl Compensation Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 210 001	Group Insurance Non-Instructional	0.00	2.25	2.25	0.00	(2.25)	0.00	(2.25)
06 3100 210 002	Group Insurance Non-Instructional	0.00	2.75	2.75	0.00	(2.75)	0.00	(2.75)
210	Group Insurance Non-Instructional	0.00	5.00	5.00	0.00	(5.00)	0.00	(5.00)
06 3100 220 001	Social Security Non-Instructional	0.00	35.65	35.65	0.00	(35.65)	0.00	(35.65)
06 3100 220 002	Social Security Non-Instructional	0.00	43.58	43.58	0.00	(43.58)	0.00	(43.58)
220	Social Security Non-Instructional	0.00	79.23	79.23	0.00	(79.23)	0.00	(79.23)
06 3100 230 001	Retirement Non-Instructional	0.00	34.27	34.27	0.00	(34.27)	0.00	(34.27)
06 3100 230 002	Retirement Non-Instructional	0.00	41.88	41.88	0.00	(41.88)	0.00	(41.88)
230	Retirement Non-Instructional	0.00	76.15	76.15	0.00	(76.15)	0.00	(76.15)
06 3100 237 001	Increased Retirement Contributions	0.00	11.76	11.76	0.00	(11.76)	0.00	(11.76)
06 3100 237 002	Increased Retirement Contributions	0.00	14.39	14.39	0.00	(14.39)	0.00	(14.39)
237	Increased Retirement Contributions	0.00	26.15	26.15	0.00	(26.15)	0.00	(26.15)
06 3100 350 001	Technical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 350 002	Technical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	Technical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 430 001	Repairs and Maintenance Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 430 002	Repairs and Maintenance Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
430	Repairs and Maintenance Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 570 001	Food Service Management	0.00	4,042.57	4,042.57	0.00	(4,042.57)	0.00	(4,042.57)
06 3100 570 002	Food Service Management	0.00	4,042.58	4,042.58	0.00	(4,042.58)	0.00	(4,042.58)
570	Food Service Management	0.00	8,085.15	8,085.15	0.00	(8,085.15)	0.00	(8,085.15)
06 3100 610 001	General Supplies	0.00	0.00	0.00	0.00	0.00	33.99	(33.99)
06 3100 610 002	General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
610	General Supplies	0.00	0.00	0.00	0.00	0.00	33.99	(33.99)
06 3100 730 001	Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 730 002	Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
730	Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 733 001	Furniture and Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 733 002	Furniture and Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
733	Furniture and Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 810 001	Dues and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 810 002	Dues and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
810	Dues and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 890 001	Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 890 002	Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
890	Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3100	Food Service Operations	0.00	9,307.39	9,307.39	0.00	(9,307.39)	33.99	(9,341.38)
06	Hot Lunch Fund	0.00	9,307.39	9,307.39	0.00	(9,307.39)	33.99	(9,341.38)

Fund: 01 General Fund

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 1100	Taxes Levied by School District	5,745,000.00	1,414,574.11	1,414,574.11	24.62	4,330,425.89
01 1115	Carlisle Taxes	10,800.00	3,016.35	3,016.35	27.93	7,783.65
01 1120	Public Power Dist Sales Tax	19,000.00	0.00	0.00	0.00	19,000.00
01 1125	Motor Vehicle Taxes	224,000.00	9,985.07	9,985.07	4.46	214,014.93
01 1311	Tuition Regular Education	228.00	0.00	0.00	0.00	228.00
01 1312	Tuition Summer School	0.00	0.00	0.00	0.00	0.00
01 1510	Interest on Investments	1,335.00	178.00	178.00	13.33	1,157.00
01 1740	Student Fees	0.00	6,010.98	6,010.98	0.00	(6,010.98)
01 1911	Local License Fees	5,518.00	0.00	0.00	0.00	5,518.00
01 1920	Contributions & Donations	0.00	0.00	0.00	0.00	0.00
01 1925	Other Grants	63,014.00	31,216.05	31,216.05	49.54	31,797.95
01 1990	Miscellaneous Local Revenue	10,659.00	763.13	763.13	7.16	9,895.87
	Subtotal: LOCAL RECIEPTS	6,079,554.00	1,465,743.69	1,465,743.69	24.11	4,613,810.31
01 2110	County Fines and License Fees	23,690.00	2,554.70	2,554.70	10.78	21,135.30
01 2210	ESU Receipts	4,900.00	0.00	0.00	0.00	4,900.00
	Subtotal: COUNTY AND ESU RECEIPTS	28,590.00	2,554.70	2,554.70	8.94	26,035.30
01 3110	State Aid	288,973.00	28,897.00	28,897.00	10.00	260,076.00
01 3120	Special Education-School Age	237,000.00	0.00	0.00	0.00	237,000.00
01 3125	SPED Transportation-School Age	0.00	0.00	0.00	0.00	0.00
01 3130	Homestead Exemption	0.00	0.00	0.00	0.00	0.00
01 3131	Property Tax Credit	0.00	(6,628.43)	(6,628.43)	0.00	6,628.43
01 3132	Personal Property Tax Credit	0.00	0.00	0.00	0.00	0.00
01 3134	Personal Property Tax Credit - RR & PS	0.00	0.00	0.00	0.00	0.00
01 3180	Pro-Rate Motor Vehicle	14,600.00	0.00	0.00	0.00	14,600.00
01 3300	In Lieu of School Land Tax	0.00	0.00	0.00	0.00	0.00
01 3400	State Apportionment	81,000.00	0.00	0.00	0.00	81,000.00
01 3500	Other State Categorical Programs	88,000.00	0.00	0.00	0.00	88,000.00
01 3512	Distance Education Incentive Payments	0.00	0.00	0.00	0.00	0.00
01 3535	High Ability Learners	3,300.00	0.00	0.00	0.00	3,300.00
01 3575	Extended Learning	0.00	615.00	615.00	0.00	(615.00)
01 3990	Other State Receipts	4,000.00	0.00	0.00	0.00	4,000.00
	Subtotal: STATE RECEIPTS	716,873.00	22,883.57	22,883.57	3.19	693,989.43
01 4300	INNOVATIVE PROGRAMS	0.00	0.00	0.00	0.00	0.00
01 4309	HEAD START	0.00	0.00	0.00	0.00	0.00
01 4310	REAP	24,000.00	44,649.00	44,649.00	186.04	(20,649.00)
01 4505	Title I-Part A ESSA	65,000.00	0.00	0.00	0.00	65,000.00
01 4506	TITLE I NCLB IMPROVING BASIC PRGRMS ACCO	0.00	0.00	0.00	0.00	0.00
01 4509	Title II-Part A ESSA	11,856.00	150.00	150.00	1.27	11,706.00
01 4510	Title IV, Part A	0.00	0.00	0.00	0.00	0.00
01 4512	IDEA PART B BASE ALLOCATION	137,756.00	0.00	0.00	0.00	137,756.00
01 4516	IDEA PART B PRESCHOOL	2,066.00	2,047.00	2,047.00	99.08	19.00
01 4518	IDEA Part B (611) Base/EP	137,756.00	100,764.00	100,764.00	73.15	36,992.00
01 4519	SPED IDEA Enrollment Poverty	0.00	0.00	0.00	0.00	0.00
01 4521	IDEA Non-Public	6,079.00	9,385.00	9,385.00	154.38	(3,306.00)
01 4524	Other Federal Non-Catagorical Receipts	0.00	0.00	0.00	0.00	0.00
01 4525	Federal Vocational (Carl Perkins)	1,500.00	0.00	0.00	0.00	1,500.00
01 4530	Other Federal Catagorical Receipts	0.00	0.00	0.00	0.00	0.00
01 4708	MEDICAID IN PUBLIC SCHOOLS	2,200.00	0.00	0.00	0.00	2,200.00
01 4709	MEDICAID ADMIN ACTIVITIES	0.00	0.00	0.00	0.00	0.00
	Subtotal: FEDERAL RECEIPTS	388,213.00	156,995.00	156,995.00	40.44	231,218.00
01 5100	SALE OF BONDS	0.00	0.00	0.00	0.00	0.00
01 5200	Fund Transfers In	0.00	0.00	0.00	0.00	0.00
01 5300	Proceeds from Disposal of Property	0.00	0.00	0.00	0.00	0.00

Fund: 01 General Fund

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 5301	INSURANCE ADJUSTMENTS	3,500.00	0.00	0.00	0.00	3,500.00
01 5400	SALE OF PROPERTY	0.00	0.00	0.00	0.00	0.00
01 5500	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
01 5690	OTHER NON-REVENUE RECEIPTS	0.00	0.00	0.00	0.00	0.00
	Subtotal: NON-REVENUE RECEIPTS	3,500.00	0.00	0.00	0.00	3,500.00
01 6404	IDEA Part B Base-Birth-Age 5	0.00	0.00	0.00	0.00	0.00
01 6406	IDEA Preschool Base	0.00	0.00	0.00	0.00	0.00
01 6410	IDEA Enrollment/Poverty	0.00	0.00	0.00	0.00	0.00
01 6412	IDEA Part B Non-Public	0.00	0.00	0.00	0.00	0.00
	Subtotal: 6000	0.00	0.00	0.00	0.00	0.00
01 9000	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
	Subtotal: NON-PROGRAM RECEIPTS	0.00	0.00	0.00	0.00	0.00
	Fund Total:	7,216,730.00	1,648,176.96	1,648,176.96	22.84	5,568,553.04

Fund: 02 Depreciation Fund

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
02 1510	Interest on Investments	0.00	6.97	6.97	0.00	(6.97)
	Subtotal: LOCAL RECIEPTS	0.00	6.97	6.97	0.00	(6.97)
02 5200	Fund Transfers In	0.00	225,000.00	225,000.00	0.00	(225,000.00)
	Subtotal: NON-REVENUE RECEIPTS	0.00	225,000.00	225,000.00	0.00	(225,000.00)
	Fund Total:	0.00	225,006.97	225,006.97	0.00	(225,006.97)

Fund: 06 Hot Lunch Fund

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
06 1510	Interest on Investments	0.00	4.68	4.68	0.00	(4.68)
06 1611	Daily Sales-Student Lunches	0.00	1,938.23	1,938.23	0.00	(1,938.23)
06 1612	Daily Sales-Student Breakfast	0.00	425.47	425.47	0.00	(425.47)
06 1613	Daily Sales-Milk Program	0.00	0.00	0.00	0.00	0.00
06 1620	Daily Sales-Non Reimb	0.00	405.45	405.45	0.00	(405.45)
06 1990	Miscellaneous Local Revenue	0.00	1,310.95	1,310.95	0.00	(1,310.95)
	Subtotal: LOCAL RECIEPTS	0.00	4,084.78	4,084.78	0.00	(4,084.78)
06 3150	State Reimbursement (Nutrition Programs)	0.00	0.00	0.00	0.00	0.00
	Subtotal: STATE RECEIPTS	0.00	0.00	0.00	0.00	0.00
06 4210	State-Federal Nutrition Programs	0.00	4,685.54	4,685.54	0.00	(4,685.54)
06 4309	Head Start	0.00	0.00	0.00	0.00	0.00
	Subtotal: FEDERAL RECEIPTS	0.00	4,685.54	4,685.54	0.00	(4,685.54)
06 5200	Fund Transfers In	0.00	0.00	0.00	0.00	0.00
06 5690	Other Non-Revenue Receipts	0.00	0.00	0.00	0.00	0.00
	Subtotal: NON-REVENUE RECEIPTS	0.00	0.00	0.00	0.00	0.00
	Fund Total:	0.00	8,770.32	8,770.32	0.00	(8,770.32)

Fund: 08 Special Building Fund

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
08 1100	Local Property Taxes	0.00	30,504.19	30,504.19	0.00	(30,504.19)
08 1115	Carline Taxes	0.00	50.12	50.12	0.00	(50.12)
08 1510	Interest on Investments	0.00	12.50	12.50	0.00	(12.50)
08 1920	Contributions & Donations	0.00	0.00	0.00	0.00	0.00
08 1990	Miscellaneous Local Revenue	0.00	0.00	0.00	0.00	0.00
Subtotal: LOCAL RECIEPTS		0.00	30,566.81	30,566.81	0.00	(30,566.81)
08 3130	Homestead Exemption	0.00	0.00	0.00	0.00	0.00
08 3131	Property Tax Credit	0.00	7.01	7.01	0.00	(7.01)
08 3132	Personal Property Tax Credit	0.00	0.00	0.00	0.00	0.00
08 3180	Pro-Rate Motor Vehicle	0.00	0.00	0.00	0.00	0.00
Subtotal: STATE RECEIPTS		0.00	7.01	7.01	0.00	(7.01)
Fund Total:		0.00	30,573.82	30,573.82	0.00	(30,573.82)

Revenue Summary Report
Processing Month: 09/2020

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	7,216,730.00	1,912,528.07	1,912,528.07	26.50	5,304,201.93

**Treasurer's Report for the 2019-20 School Year
as of September 30, 2020**

General Fund

Beginning Balance	\$787,827.34	
Sept Income	\$1,648,176.96	
Sept Expenses	(\$600,704.76)	< (\$600,704.76) Sept expenditures
Sept Adjustments (Dep. Transfer/Lunch Payroll)	(\$225,386.28)	Sept Pre-pay
Ending Balance	<u>\$1,609,913.26</u>	<u>(\$600,704.76)</u>

Cash Found In:

Balance Per Bank	\$1,622,593.01
Outstanding Checks	(\$12,679.75)
Adjustments	
Total	<u>\$1,609,913.26</u>

General Fund CD's

#7842	\$187,642.08
#15608	\$156,366.84
#45419	\$104,062.74
#45435	\$105,674.60
#42936	\$167,227.34
#881244 (MM)	\$254,839.80
Total	<u>\$975,813.40</u>

Building Fund

Beginning Balance	\$135,486.47
Sept Income	\$30,573.82
Sept Expenses	(\$4,000.00)
Sept Adjustments	\$0.00
Ending Balance	<u>\$162,060.29</u>

Cash Found In:

Checking Acct.	\$162,060.29
Outstanding Checks	\$0.00
Total	<u>\$162,060.29</u>

Depreciation Fund

Beginning Balance	\$62,340.98
Sept Income	\$225,006.97
Sept Expenses	\$0.00
Ending Balance	<u>\$287,347.95</u>

Cash Found In:

Checking Acct.	\$287,347.95
Outstanding Checks	\$0.00
Total	<u>\$287,347.95</u>

Unemployment Fund

Beginning Balance	\$17,398.80
Sept Income	\$0.00
Sept Expenses	\$0.00
Ending Balance	<u>\$17,398.80</u>

Cash Found In:

Checking Acct	\$17,398.80
Outstanding Checks	\$0.00
Total	<u>\$17,398.80</u>

Student Fees

Beginning Balance	\$840.25
Sept Income	\$0.00
Sept Expenses	\$0.00
Ending Balance	<u>\$840.25</u>

Cash Found In:

Checking Acct.	<u>\$840.25</u>
Total	<u>\$840.25</u>

Activity Accounts

Beginning Balance	\$68,676.41
Sept Income	\$20,955.73
Sept Expenses	(\$23,972.39)
Sept Adjustments	
Ending Balance	<u>\$65,659.75</u>

Cash Found In:

Checking Acct.	\$69,359.71
Outstanding Checks	(\$87,046.69)
Cds/Money Market	<u>\$83,346.73</u>
Total	<u>\$65,659.75</u>

Lunch Account

Beginning Balance	\$53,935.17
Sept Income	\$8,770.32
Sept Expenses	(\$9,307.39)
Sept Adjustments	<i>Lunch Payroll</i> \$386.28
Ending Balance	<u>\$53,784.38</u>

Cash Found In:

Checking Acct.	<u>\$53,803.68</u>
Outstanding Checks	<u>(\$19.30)</u>
Total	<u>\$53,784.38</u>

ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

The superintendent will appoint an investigator and alternate investigator of opposite sexes. The investigator will pass the findings on to the superintendent who will complete any further investigations as deemed necessary and take appropriate final action.

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

The superintendent is responsible for implementing this policy and for organizing employee training when needed relating to this policy. Procedures shall be reviewed periodically for adequacy and accuracy.

Cross Reference: 403.02 Child Abuse Reporting
 404.06 Harassment by Employees
 505.06 Corporal Punishment

LIVE BROADCAST OR VIDEOTAPING

Within the limitations described below, Individuals may broadcast or videotape public school district events, including open board meetings, as long as it does not interfere with or disrupt the school district event and it does not create an undue burden in adapting the buildings and sites to accommodate the request.

It shall be within the discretion of the superintendent to determine whether the request is unduly burdensome and whether the broadcast or videotaping will interfere with or disrupt the school district event.

In addition to limitations on recording or transmitting image or sound in policy 504.12 referenced below, anyone recording or transmitting any sound or image of any person (including themselves) must have the prior consent of the person or persons being recorded or whose image or sound is being transmitted. This requirement applies to all persons, including staff, students, volunteers, and community members, at district facilities or attending district sponsored events. This policy does not apply to District sponsored athletic events or activities where the focus of the recording or transmission is on the student performances or activity. Nothing in this policy shall prohibit the recording of an Individualized Education Program meeting when necessary to implement parental rights as guaranteed by the Individuals with Disabilities Education Act or in conducting meetings to implement Section 504.

News media coverage of sports and other special events is encouraged. Radio broadcasts of events will be arranged through the superintendent's office. Videotaping of classroom activities will be allowed at the discretion of the superintendent. Parents will be notified prior to videotaping of classroom activities.

It shall be the responsibility of the superintendent to implement this policy and for handling requests for other broadcasting or videotaping activities~~develop administrative regulations outlining the procedures for making the request and the rules for operation if the request is granted.~~

Cross Reference: 504.12 Regulated Electronic Devices

News media coverage of sports and other special events is encouraged. Radio broadcasts of events will be arranged through the superintendent's office.

EQUAL EDUCATIONAL OPPORTUNITY

The board requires all persons, agencies, vendors, contractors and other persons and organizations doing business with or performing services for the school district to subscribe to all applicable federal and state laws, executive orders, rules and regulations pertaining to contract compliance and equal opportunity.

The district does not discriminate on the basis of race, color, religion, national origin, age, sex, disability, or marital status, sexual orientation or gender identity in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated as Compliance Coordinator to handle inquiries regarding the non-discrimination policies:
Name and/or Title: Centura Superintendent
Address: 201 Hwy 11, Cairo, NE 68824
Telephone No.: 308-485-4258 ext. 102

The board affirms the right of all students and staff to be treated with respect and to be protected from intimidation, discrimination, physical harm and harassment. Harassment or discriminatory behavior that denies civil rights or access to equal educational opportunities includes comments, name-calling, physical conduct or other expressive behavior directed at an individual or group that intentionally demeans the race, color, national origin, sex, disability, age or marital status of the individual or individuals or creates an intimidating, hostile or demeaning environment for education.

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

Legal Reference: Neb. Statute 79-2,114-2,124

20 U.S.C. §§ 1221 et seq.
20 U.S.C. §§ 1681 et seq.
20 U.S.C. §§ 1701 -1721
29 U.S. C. § 794
42 U.S.C. §§ 12101 et seq.
28 C.F.R. Pt. 35.1
34 C.F.R. Pt. 100
34 C.F.R. Pt. 104
34 C.F.R. Pt. 106

Cross Reference 102 Educational Philosophy of the District
402.01 Equal Employment Opportunity

404.06 Harassment by Employees
501.00 Objectives for Equal Educational Opportunities
for Students
504.18 Harassment by Students

EQUAL EMPLOYMENT OPPORTUNITY

The Centura School District shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and non-discrimination laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. Employees will support and comply with the district's established equal employment opportunity and non-discrimination policies. Employees shall be given notice of this policy annually. The board shall appoint an employee to serve as non-discrimination compliance coordinator.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Nebraska Department of Education for the position for which they apply. In employing individuals, the district will not discriminate in any aspect of employment with regard to race, color, religion, national or ethnic origin, sex, disability, age, marital status, genetic background, veteran status, pregnancy, or childbirth or related medical condition.

Advertisements and notices for vacancies within the district shall contain the following statement: "The Centura School District is an equal employment opportunity (EEO) employer." The statement shall also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, shall be directed to the **Compliance Coordinator**:
Name and/or Title: Centura Superintendent
Address: 201 Hwy 11, Cairo, NE 68824
Telephone No.: 308-485-4258 ext. 102

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0550, the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial Mall South, 5th floor, P.O. Box 94394, Lincoln, NE 68509-4934, (402) 471-2024 or (800) 642-6112 or by email to OCR.KansasCity@ed.gov.

This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

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

Further information and procedures for filing a complaint are available at the website of the Nebraska Equal Opportunity Commission, <http://www.neoc.ne.gov/comp/comp.htm>.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e et seq. (1994).
42 U.S.C. §§ 12101 et seq. (1994).
Neb. Statute 48-1101 et seq. (Nebr. Fair Employment Practice Act)

Cross Reference: 103 Equal Educational Opportunity
404.06 Harassment by Employees
406.02 Certificated Employee Qualifications, Recruitment and Selection
412.02 Support Staff Qualifications, Recruitment and Selection

HARASSMENT ~~BY EMPLOYEES~~

Harassment of employees, students, volunteers or visitors will not be tolerated in the school district. School district includes school district facilities, school district property, or property within the jurisdiction of the school district; while on school-owned or school-operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the district.

Harassment includes, but is not limited to, race, religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other prohibited status. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the superintendent or board.

~~Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:~~

- ~~• submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, education, or participation in school programs or activities;~~
- ~~• submission to or rejection of such conduct by an individual is used as the basis for decisions affecting such individual's employment or education; or~~
- ~~• such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or learning environment.~~

~~Sexual harassment as set out above, may include, but is not limited to the following:~~

- ~~• verbal or written harassment or abuse, or unwelcome communication implying sexual motives or intentions;~~
- ~~• pressure for sexual activity; repeated remarks to a person with sexual or demeaning implications;~~
 - ~~• unwelcome touching;~~
 - ~~• unwelcome and offensive public sexual display of affection;~~
- ~~• suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job, promotions, recommendations, etc.~~

Harassment on the basis of race, religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, or other prohibited status means conduct of a verbal or physical nature that is designed to embarrass, distress, agitate, disturb or trouble individuals when:

- submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or of an individual's participation in school programs, activities or employment;
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's performance or
- creating an intimidating, offensive or hostile learning or work environment.

Harassment as set forth above may include, but is not limited to the following:

- verbal, physical or written harassment or abuse or unwelcome communication implying sexual motives or intentions;
- repeated remarks of a demeaning nature;
- implied or explicit threats concerning one's grades, achievements, etc.;
- demeaning jokes, stories, or activities directed at an individual;
- pressure for sexual activity; repeated remarks to a person with sexual or demeaning implications;
- unwelcome touching;
- unwelcome and offensive public sexual display of affection;
- suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job, promotions, recommendations, etc.

Employees, students, volunteers or visitors who believe they have suffered harassment shall report such matters to the Compliance Coordinator or building principal. ~~investigator for harassment complaints. However, claims regarding harassment may also be reported to the alternate investigator for harassment complaints.~~

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

Upon receiving a complaint, the investigator shall confer with the complainant to obtain an understanding and a statement of the facts. It shall be the responsibility of the investigator to promptly and reasonably investigate claims of harassment and to pass the findings on to the superintendent who shall complete such further investigation as deemed necessary and take such final action as appropriate. It is the intention of

the district to complete its investigation within ten (10) working days after receiving a complaint unless extenuating circumstances such as unavailability of a witness or needing additional time because of the complexity of the investigation or the need to involve outside experts. The extended timeframe for investigation due to extenuating circumstances shall not exceed ten (10) days without the consent of the complainant, unless the alleged victim agrees to a longer time limit. Information regarding an investigation of harassment shall be confidential to the extent possible, and those individuals who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.

No one shall retaliate against an employee or student because they have filed a harassment complaint, assisted or participated in a harassment investigation, proceeding, or hearing regarding a harassment charge or because they have opposed language or conduct that violates this policy. This policy should be used when an employee is the alleged harasser or the alleged victim. It is strongly recommended the investigator and alternate investigator be of opposite sexes.

It shall also be the responsibility of the superintendent, in conjunction with the investigator and principals, to develop administrative rules regarding this policy. The superintendent or superintendent's designee shall also be responsible for organizing training programs to educate employees, students and others involved with the school district about harassment and the school district's policy prohibiting harassment. The training shall include how to recognize harassment and what to do in case an individual is harassed. The employee training will be documented in personnel files to ensure a record of training for each employee.

Legal Reference: 42 U.S.C. §§ 2000e et seq. (1994).
29 C.F.R. Pt. 1604.11 (1996).

Cross Reference: 103 Equal Educational Opportunity
402.01 Equal Opportunity Employment
402.05 Employee Grievances
403.03 Abuse of Students by School District Employees
405 Employee Conduct and Appearance
504.18 Harassment By Students
505 Student Discipline

Approved: August 9, 2010 Reviewed: August 12, 2019 Revised _____

STUDENT CONDUCT

The board believes inappropriate student conduct causes serious disruption to the learning environment, interferes with the rights of others, and threatens the health and safety of students, employees and the public. The Superintendent and staff will develop and implement age-appropriate student codes of conduct to facilitate the educational process.

Students shall conduct themselves in a manner fitting to their age level and maturity and with respect and consideration for the rights of others while on school district property or on property within the jurisdiction of the school district. This policy will also apply while on school owned, operated or chartered transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and educational processes of the school district.

Students who violate this policy and the administrative regulations supporting it will be subject to disciplinary measures including, but not limited to, removal from the classroom, detention, suspension, probation and expulsion. The codes of conduct will include measures to prevent or discourage behavior which interferes with the educational program, behavior which disrupts the orderly and efficient operation of the school or the functioning of school activities, behavior which interferes with the maintenance of a learning environment, behavior that is violent or destructive, or behavior which interferes with the rights of other students to pursue their education. Procedures will be available to allow rights of due process for all students.

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

This disciplinary process is designed to create the expectation that the degree of discipline imposed by the school will be proportionate to the severity of the behavior of the particular student, the previous discipline history of the student and other relevant factors. It will also include parental involvement processes designed to enable parents, guardians, teachers and school administrators to work together to improve and enhance appropriate student behavior and academic performance. All student codes of conduct shall be submitted to the board for approval or review.

Students representing the school or groups of students within the school will be required to adhere to all school rules and administrative procedures established for such representative groups.

The code of conduct will be included in the student handbook, and a parent/guardian will sign and promptly return an acknowledgement of receipt of the handbook which specifically mentions the student code of conduct.

Legal Reference: Goss v. Lopez, 419 U.S. 565 (1975).
 Neb. Statute 79-2,114 et seq. (Nebr. Equal Opportunity
 in Education Act)
 79-254 et seq. (Student Discipline Act)

Cross Reference: 503 Student Attendance
 506 Student Activities
 1005.02 Parent Relations Goals

~~SECRET SOCIETIES OR GANG ACTIVITIES~~ HAZING, INITIATION, SECRET
SOCIETIES OR GANG ACTIVITIES

Hazing or initiation by any school organizations, groups, clubs, teams or individuals are prohibited unless specifically approved by the administration. Anyone engaging in hazing or initiation behavior will be subject to disciplinary action up to and including expulsion.

Hazing is any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any school organization. Such hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act which endangers the physical or mental health or safety of any person or the coercing of any such activity.

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

The Board of Education prohibits the organization of school-sponsored fraternities, sororities or secret organizations wherein membership is determined by members themselves rather than on the basis of free choice. The Board considers those organizations or memberships in those organizations detrimental to the good conduct and discipline of the school. Interference with the instructional program of the district by those groups will not be condoned, and no organizational activities are permitted under the sponsorship of the school district or its personnel.

In addition, the use of hand signals, graffiti, or the presence of any apparel, jewelry, accessory, or manner of grooming which, by virtue of its color, arrangement, trademark, symbol, or any other attribute which indicates or implies membership or affiliation with such a group, is disruptive of a positive learning environment and will not be tolerated.

Legal Reference: Neb. Statute 79-2,101 to 2,102

Cross Reference: 505 Student Discipline
 506 Student Activities

Approved: August 9, 2010 Reviewed _____ Revised _____

HARASSMENT BY STUDENTS

Harassment of employees, students, volunteers staff or visitors ~~by other students~~ will not be tolerated in the school district. This policy is in effect while students are on school grounds, school district property, or on property within the jurisdiction of the school district; while on school-owned and/or school-operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the school district.

Harassment includes, but is not limited to, race, religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other prohibited status. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Students whose behavior is found to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, suspension and expulsion.

~~Sexual harassment means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:~~

- ~~• submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or of an individual's participation in school programs or activities;~~
- ~~• submission to or rejection of such conduct by a student is used as the basis for decisions affecting the student; or~~
- ~~• such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, offensive or hostile learning or work environment.~~

~~Sexual harassment as set out above, may include, but is not limited to the following:~~

- ~~• verbal or written harassment or abuse, or unwelcome communication implying sexual motives or intentions;~~
- ~~• pressure for sexual activity; repeated remarks to a person with sexual or demeaning implications;~~
 - ~~• unwelcome touching;~~
 - ~~• unwelcome and offensive public sexual display of affection;~~
- ~~• suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades, achievements, etc.~~

Harassment on the basis of race, religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, or other prohibited status means conduct of a verbal or physical nature that is designed to embarrass, distress, agitate, disturb or trouble individuals when:

- submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or of an individual's participation in school programs or activities;
- submission to or rejection of such conduct by a student is used as the basis for decisions affecting the student; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's performance or
- creating an intimidating, offensive or hostile learning or work environment.

Harassment as set forth above may include, but is not limited to the following:

- verbal, physical or written harassment or abuse or unwelcome communication implying sexual motives or intentions;;;
- repeated remarks of a demeaning nature;
- implied or explicit threats concerning one's grades, achievements, etc.;
- demeaning jokes, stories, or activities directed at an individual;
- pressure for sexual activity; repeated remarks to a person with sexual or demeaning implications;
- unwelcome touching;
- unwelcome and offensive public sexual display of affection;
- suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job, promotions, recommendations, etc.

The district will promptly and reasonably investigate allegations of harassment. The Compliance Coordinator or ~~The~~ building principal will be responsible for receiving ~~handling~~ all complaints by students alleging harassment.

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

Upon receiving a complaint, the investigator shall confer with the complainant to obtain an understanding and a statement of the facts. It shall be the responsibility of the investigator to promptly and reasonably investigate claims of harassment and to pass the findings on to the superintendent who shall complete such further investigation as deemed necessary and take such final action as appropriate. It is the intention of the district to complete its investigation within ten (10) working days after receiving a complaint unless extenuating circumstances such as unavailability of a witness or needing additional time because of the complexity of the investigation or the need to involve outside experts. The extended timeframe for investigation due to extenuating

circumstances shall not exceed ten (10) days without the consent of the complainant, unless the alleged victim agrees to a longer time limit. Information regarding an

investigation of harassment shall be confidential to the extent possible, and those individuals who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.

Retaliation against an individual because the individual has filed a harassment complaint or assisted or participated in a harassment investigation or proceeding is also prohibited. A student who is found to have retaliated against an individual in violation of this policy will be subject to discipline, up to and including, suspension and expulsion.

It shall also be the responsibility of the superintendent, in conjunction with the investigator and principals, to develop administrative rules regarding this policy. These rules will be printed and distributed to students and parents in the student handbook. The superintendent shall also be responsible for organizing training programs for students and employees. The training shall include how to recognize harassment and what to do in case an individual is harassed. The employee training will be documented in personnel files to ensure a record of training for each employee.

Legal References: 20 U.S.C. §§ 1221-1234i (1994)
20 U.S.C. § 1681 et seq.
29 U.S.C. § 794 (1994)
42 U.S.C. § 1983
42 U.S.C. §§ 2000d-2000d-7 (1994).
42 U.S.C. §§ 12101 et. seq. (1994).

Cross References: 404.06 Harassment by Employees
505 Student Discipline
507 Student Records

DATING VIOLENCE PREVENTION

The board prohibits behavior that has a negative impact on student health, welfare, safety, and the school's learning environment. Incidents of dating violence will not be tolerated on school grounds, in district vehicles, or at school sponsored activities or school sponsored athletic events.

Dating violence is defined as a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner. Dating partner means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious or long-term.

The district will provide appropriate training to staff and incorporate within its educational program age-appropriate dating violence education that shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

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

This policy shall be published in the student handbook.

Legal Reference: Neb. Statute 79-2,141

Legal Reference: Neb. Rev. Stat. 79-2, 139 to 79-2, 142

Approved: August 8, 2011 Reviewed: August 12, 2019 Revised _____

SUSPENSION AND EXPULSION OF STUDENTS

The authority to suspend for a "short term" and to propose an "extended term" suspension and/or expulsion is delegated to the principal or his or her designee. A short-term suspension shall mean the exclusion of a student from school attendance for a period not to exceed five school days. A long-term suspension means the exclusion of a student from school attendance for a period exceeding five school days but less than twenty school days.

The provisions of this section apply to all pupils enrolled in the school district. When considering possible courses of action for special education students in regard to alleged violations of school rules, policies, and regulations, procedural due process rights guaranteed under applicable Federal and State statutes are applicable. The school district is obligated to see that every special education student is provided an appropriate educational program without cost to the parent. Conversely, schools are not required to maintain pupils who are a danger to themselves or others in regular attendance centers.

Suspension from classes or school will not be carried out unless the student while subject to school authority:

1. uses violence, force, threat or intimidation in a manner causing substantial interference with school purposes; or
2. causes or attempts to cause substantial damage to school or private property or steals or attempts to steal school or private property of substantial value; or
3. causes or attempts to cause physical injury to another person except in self-defense; or threatens or intimidates any student for the purpose or intent of obtaining something of value from the student; or
4. possesses or transmits any firearm, knife, explosive or other dangerous object that is ordinarily considered a weapon; or
5. engages in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103 or being under the influence of a controlled substance or alcoholic liquor; or
6. commits public indecency as defined in Nebraska statute 28-806 if that student is at least twelve years of age but less than nineteen years of age; or
7. commits or attempts to commit sexual assault against any person if a complaint has been filed by a prosecutor alleging the incident as required in Nebraska statute 79-267.8; or
8. engages in bullying as defined in section 79-2,137; or
9. engages in any other illegal activity which constitutes a danger to other students or interferes with school purposes; or
10. repeatedly violates the policies, rules and standards of student conduct established by the district.

A given suspension will be for a period of time not to exceed 5 school days. A student will be informed of the charges against him or her and, if the student denies them, an

explanation of the evidence will be given and the student will be given an opportunity to refute the charges. No time delay is necessary between the time a pupil is notified of the charges and the time of the hearing before the principal.

Guidelines to ensure that students are afforded due process during a suspension or proposed suspension from school will be developed. The procedural rules, regulations and guidelines will be approved by the Board of Education and made known to students, parents and school staff.

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

Administrative procedures complying with the Student Discipline Act shall also be in place to ensure due process to the student should the principal decide to administer a long-term suspension, expulsion, or mandatory reassignment.

Emergency Exclusion: Any student may be excluded from school in the following circumstances:

- 1) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
- 2) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Such an emergency exclusion shall be based upon a clear factual situation warranting it and shall last not longer than is necessary to avoid the dangers described above.

If the emergency exclusion will be for five days or less, the procedures for a short-term suspension shall be followed. If the superintendent or his or her designee determines that such emergency exclusion shall extend beyond five days, a hearing will be held and a final determination made within ten school days after the initial date of exclusion. Such procedure shall substantially comply with the procedures set forth in state statutes 79-266 to 287 for a long-term suspension or expulsion and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

The principal should make a reasonable effort to contact the parent(s) or guardian(s) of a suspended student by telephone or to communicate to them directly regarding the specific act(s) for which the suspension is ordered and the length of the suspension. If personal contact cannot be made then a notice will be mailed to parents within 24 hours

stating the specific act(s) for which the suspension is ordered and the length of the suspension.

All records and documentation regarding suspension will be destroyed within three years of the student's continuous absence from school. No information regarding a suspension will be communicated to any person not directly involved in the disciplinary proceedings.

The right of appeal to the Board of Education in cases involving student suspension described in this policy does not extend to a suspension from a student extracurricular activities program or other disciplinary action affecting participation in an extracurricular activities program.

For the purposes of this policy and as defined in the Student Discipline Act, expulsion shall mean exclusion from attendance in all schools within the district for a period of time as defined in Nebraska statute 79-283.

Students may be expelled for violations of board policy, school rules or the law. It shall be within the discretion of the administrator to discipline a student by using an expulsion for a single offense or for a series of offenses depending on the nature of the offense and the circumstances surrounding the offense.

The superintendent will develop procedural rules, regulations and guidelines governing expulsions. These shall be approved by the Board of Education and made known to students, parents and school staff. The principal shall keep records of all expulsions.

All cases of expulsion shall be preceded by short-term suspension and its related procedures or by the condition of emergency exclusion which applies only when a student (a) has a dangerous communicable disease transmissible through normal school contacts and poses an immediate threat to the health and safety of the school community; or (b) exhibits conduct which presents a clear threat to the physical safety of himself/herself or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

When a student is expelled, the student shall be provided with:

1. Notice of the standard of conduct allegedly violated, acts the student is alleged to have committed and a summary of the evidence to be presented against the student;
2. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
3. A statement that the student has a right to a hearing, upon request, on the specified charges;

4. A description of the hearing procedures, along with procedures for appealing any decision rendered at the hearing;
5. A statement the principal, legal counsel for the school, the student, the student's parent or representative or guardian has the right;
 - A. to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and;
 - B. to know the identity of the witnesses to appear at the hearing and the substance of their testimony;
6. A form on which the student or the student's parent/guardian may request a hearing.

Violations of Law Relating to Suspensions or Expulsions

1. Student violations or suspected violations of Nebraska law will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Student violations of school policy that are not apparent violations of law will be addressed by school administrators without reporting them to law enforcement. Administrators should consider the student's maturity, and known behavioral, emotional or mental disorders, if applicable. It will be the responsibility of the referring administrator to contact the student's parent that a referral to legal authorities has been or will be made, if applicable.

On or before August 1 the school board will annually review the reporting guidelines above with the County Attorney. These shall be distributed to all parents and guardians and their students at the beginning of each school year, or at the time of enrollment if during the school year. The guidelines shall also be posted conspicuously in each school during the school year.

2. Except in instances of suspected child abuse, when a principal or designee releases a minor student to a law enforcement officer for the purpose of removing the minor from the school premises, immediate steps shall be taken to notify the parent, guardian, or other relative having control of the minor about the minor's release to the officer and about the place to which the minor is reportedly being taken. In cases of suspected child abuse, the principal or designee will provide the law enforcement officer with the address and telephone number of the minor's parents or guardian.

Supplemental to these procedures, a special education student must be provided with additional procedures. A determination should be made of whether the student is actually guilty of the misconduct. A staffing team should determine whether the student's behavior is caused by the student's disability and whether the conduct is the result of inappropriate placement. Discussions and conclusions of this meeting should be recorded.

If the special education student's conduct is not caused by the disability, the student may be expelled or suspended for a long-term period following written notice to the parent and pursuant to the school district's expulsion hearing procedures. If the misconduct is caused by the disability and a change in placement is recommended, the change must be made pursuant to the placement procedures used by the school district.

Legal Reference: Neb. Statute 28-1204.04
 79-254 et seq. (Student Discipline Act)
 20 U.S.C. §§ 1400 et seq. (Individuals with
 Disabilities Education Act)
 34 C.F.R. §§ 104.1 et seq.
 34 C.F.R. §§ 300 et seq.
 Goss v. Lopez, 419 U.S. 565 (1975).
 Wood v. Strickland, 420 U.S. 308 (1975)

Cross Reference: 504 Student Rights and Responsibilities

INDIVIDUALIZED EDUCATION PROGRAM AND FAMILY SERVICES PLAN

The district ensures that an Individualized Education Program (IEP), or an Individualized Family Service Plan (IFSP) is developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

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

NDE document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at <http://www.education.ne.gov/sped/regulations.html>.

Approved: August 9, 2010 Reviewed _____ Revised _____

BULLYING PREVENTION

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

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

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

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

This policy shall be reviewed annually.

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

Cross Reference: 505 Student Discipline

Approved: August 9, 2010 Reviewed: June 8, 2020 Revised _____

EMPLOYEE CONDUCT AND APPEARANCE

Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment.

Employees shall conduct themselves in a professional manner. Employees shall dress in attire appropriate for their position. Clothing should be neat, clean, and in good taste. Discretion and common sense call for an avoidance of extremes which would interfere with or have an effect on the educational process.

Certificated employees of the school district shall follow the code of ethics for their profession as established by the Nebraska Professional Practices Commission.

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

Legal Reference: NDE Rule 27

Cross Reference: 305 Administrative Code Of Ethics
402.02 Employee Orientation
404.06 Harassment by Employees
404.07 Substance-Free Workplace
408 Certificated Employee Termination of Employment
414 Support Staff Termination of Employment

Approved: August 9, 2010 Reviewed _____ Revised _____

OBJECTIVES FOR EQUAL EDUCATIONAL OPPORTUNITIES FOR STUDENTS

This section of the board policy manual is devoted to the board's goals and objectives for assisting the students of the school district in obtaining an education. Each student shall have an opportunity to obtain an education in compliance with the policies in this series. It is the goal of the board to develop a healthy social, intellectual, emotional, and physical self-concept in the students enrolled in the school district. Each student attending school will have the opportunity to use it and its education program and services as a means for self-improvement and individual growth. In so doing, the students are expected to conduct themselves in a manner that assures each student the same opportunity.

The board supports the delivery of the education program and services to students free of discrimination on the basis of race, color, sex, marital status, national origin, religion or disability. This concept of equal educational opportunity serves as a guide for the board and employees in making decisions relating to school district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students.

Board policies, rules and regulations affect students while they are on school district property or on property within the jurisdiction of the school district; while on school owned, operated, or chartered transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and educational processes of the school district.

This section of the board policy refers to the term "parents" in many of the policies. The term parents for purposes of this policy manual shall mean the legal parents. It shall also mean the legal guardian or custodian of a student and students who have reached the age of majority or are otherwise considered an adult by law.

Inquiries by students regarding compliance with equal educational opportunity laws and policies, including but not limited to complaints of discrimination, shall be directed to the **Compliance Coordinators or the building principal.** ~~superintendent or his or her designee.~~

Inquiries may also be directed in writing to the Director of the Region VII office of Civil Rights, U.S. Department of Education, 10220 N. Executive Hills Blvd., 8th Floor, Kansas City, Mo. 64153-1367, (816) 891-8156 or Nebraska Department of Education, 301 Centennial Mall South, Lincoln, NE. (402) 471-2444. This inquiry or complaint to the federal or state office may be done instead of, or in addition to, an inquiry or complaint at the local level.

~~Further information and copies of the procedures for filing a complaint are available in~~

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of

the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of this policy, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of this policy.

Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

Legal Reference: Sect. 504 of the Rehabilitation Act of 1973
 20 U.S.C. §1681 et seq. (1994)
 34 C.F.R. §104 et seq.
 34 C.F.R. §160 et seq.
 Neb. Statute 79-2,114 et seq. (Neb. Equal Opportunity in
 Education Act).

Cross Reference: 100 District Organization and Basic Commitments

STAFF CONDUCT WITH STUDENTS

The Board expects all staff members, including teachers, coaches, counselors, administrators, and others to maintain the highest professional, moral, and ethical standards in their conduct with students. For the purposes of this policy, staff members also include school volunteers. **The term “students” excludes a staff member’s immediate family members.**

The interactions and relationships between staff members and students should be based upon mutual respect and trust; an understanding of the appropriate boundaries between adults and students in and outside of the educational setting; and consistency with the educational mission of the schools.

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Unacceptable Conduct

Examples of unacceptable conduct by staff members include but are not limited to the following:

- “Grooming,” which includes building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place;
- Any type of sexual or inappropriate physical contact or engaging in a dating or romantic relationship with a student or former student within one year of the student’s graduation or end of enrollment, or any other conduct that might be considered harassment under Board policies;
- Singling out a particular student or students for personal attention and friendship beyond the normal teacher-student relationship;
- Associating with students in any situation or activity that includes the presence of alcohol, drugs, or tobacco or that could be considered sexually suggestive;
- For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to be supportive but to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student's school performance;
- Sending students on personal errands;

- Sexual banter, allusions, jokes, or innuendos with students or discussing sexual topics not related to that employee's instructional curriculum;
- Asking a student to keep a secret;
- Disclosing personal, sexual, family, employment concerns, or other private matters to one or more students;
- Addressing students with terms of endearment, pet names, or otherwise in an overly familiar manner; and
- Permitting students to address you by your first name, nickname or otherwise in an overly familiar manner.
- Being alone with individual students by closing a room door except when dealing with issues of health by appropriate personnel, or being alone with individual students outside of normal school hours;
- Maintaining personal contact with a student outside of school by phone, email, Instant Messenger or Internet chat rooms, social networking websites, or letters (beyond homework or other legitimate school business). Communications between staff, student teachers or interns and the students, when required for school-related purposes shall be handled through means using the district's electronic network;);
- Exchanging personal gifts (beyond the customary student teacher gifts); and/or
- Socializing or spending time with students (including but not limited to activities such as going out for meals or movies, shopping, traveling, and recreational activities) outside of school sponsored events or except as participants in organized community activities.

Students and/or their parents/guardians are strongly encouraged to notify the principal if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members requesting an exception to this policy must have clear prior permission from their administrator. Administrators must be notified by the employee of any unintended violation within 24 hours of the incident.

Staff violations of this policy may result in disciplinary action up to and including dismissal. Violations involving sexual or other abuse will also result in referral to the Department of Health and Human Services and/or law enforcement in accordance with the Board's policy on Child Abuse Reporting. Violations by

certificated staff may result in referral to the Nebraska Department of Education with consequences including disciplinary action up to and including dismissal.

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

This policy shall be included in future employee, student and volunteer handbooks.

Approved: _____

Reviewed: _____

Revised: _____

Planned Service Proposal



CUSTOMER
CENTURA SCHOOL

LOCAL JOHNSON CONTROLS OFFICE
2106 E 25TH ST STE 3
KEARNEY, NE 68847

AGREEMENT START DATE:
10/01/2020

PROPOSAL DATE:
10/7/2020

ESTIMATE NO.:
1-17LY39PJ



Partnering with you to deliver value-driven solutions

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

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

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



Executive Summary

PLANNED SERVICE PROPOSAL FOR CENTURA SCHOOL

Dear Ryan,

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

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

- In this proposal we are offering a service agreement for 1 Year starting 10/01/2020 and ending 09/30/2021.
- The agreement price for first year is \$11,459.08; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

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

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

Please contact me if you have any questions.

Sincerely,

Jason Peck
Service Manager
(866) 825-8864

Benefits of Planned Service

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

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



1. Identify Energy Savings Opportunities

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

2. Reduce Future Repair Costs

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

3. Extend Asset Life

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

4. Ensure Productive Environments

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

5. Promote Environmental Health and Safety

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

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

Personalized Account Management

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

A Culture of Safety

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



Commitment to Customer Satisfaction

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

Energy & Sustainability

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

The Value of Integrity

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



Service Plan Methodology

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

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

Scheduling

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

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

Emergency Services

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

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

Communication

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

Approval Process for Non-Covered Items

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

Summary of Services and Options

Comprehensive and Operational Inspections

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

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

Chiller Shutdown (Air Cooled)

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

Combustion Analysis

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

Evaporator Coil Cleaning

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

Summary

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

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

We'll be your building technology services partner

Planned Service Agreement

Customer Name : CENTURA SCHOOL
Address: 201 HIGHWAY 11 CAIRO,NE 68824-2002
Proposal Date: 10/07/2020
Estimate #: 1-17LY39PJ

Scope of Service

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

Extended Service Options for Premium Coverage

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

Equipment List

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

Term / Automatic Renewal

This Agreement takes effect on 10/01/2020 and will continue until 09/30/2021 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

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

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$11,459.08. This amount will be paid to JCI in Quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

CENTURA PUBLIC SCHOOLS
 PO BOX 430
 CAIRO,NE 68824

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Jason Peck _____

Signature: *Jason Peck* _____

Title: Account Executive Date: 10/7/2020 _____

Signature: _____

Title: _____ Date: _____

By: _____

Signature: _____

Title: _____ Date: _____

Customer PO#: _____

JCI Branch: JOHNSON CONTROLS OMAHA LINCOLN NE CB - 0N45

Address: 2106 E 25TH ST STE 3

KEARNEY, NE 68847

Branch Phone: (866) 825-8864

Branch Email: _____

Schedule A - Equipment List

CENTURA PUBLIC SCHOOLS

**201 HIGHWAY 11
 CAIRO, NE 68824-2002**

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

Quantity: 2
 Coverage Level: Basic

Services Provided
 1 Operational
 1 Combustion Analysis

Customer Tag

Aerco Boiler
 Kewanee Boiler

Manufacturer

Model #

Serial #

Unit Heater, Gas Fired, <300000 BTU

Quantity: 4
 Coverage Level: Basic

Services Provided
 1 Operational
 1 Comprehensive

Customer Tag

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

Manufacturer

Model #

Serial #

Split System, Cooling Only, <7.5 Tons

Quantity: 3
 Coverage Level: Basic

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

Customer Tag

Split System / 1
 Split System / 2
 Split System / 3

Manufacturer

Model #

Serial #

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

Quantity: 2
 Coverage Level: Basic

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

Customer Tag

Manufacturer

Model #

Serial #

McQuay International

RPS120CAS-TB

1-2620-085-3-TBC

C

McQuay International

RPS120CAS-TB

1-2620-318-3-TBC

C

CENTURA PUBLIC SCHOOLS	201 HIGHWAY 11 CAIRO, NE 68824-2002
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Chiller, Air Cooled, Reciprocating, 100-249 Tons

Quantity: 1
 Coverage Level: Basic

Services Provided
 1 Condenser Coil Cleaning
 1 Seasonal Shut-down

Customer Tag

Trane Chiller / 1

Manufacturer

Trane

Model #

CCUAI206RC51
 CF4B4C361ECH

Serial #

SNL81G26554

Trane Chiller / 2

Pump, Circulating, 0-10 HP

Quantity: 6
 Coverage Level: Basic

Services Provided
 1 Operational

Customer Tag

Pump / 1
 Pump / 2
 Pump / 3
 Pump / 4
 Pump / 5
 Pump / 6
 Pump / 7
 Pump / 8

Manufacturer

Model #

Serial #

Terminal Product, Unit Ventilator, 500-1000 CFM

Quantity: 63
 Coverage Level: Basic

Services Provided
 1 Operational

Customer Tag

Ceiling Ventilator
 Ceiling Ventilator / 1
 Ceiling Ventilator / 10
 Ceiling Ventilator / 11
 Ceiling Ventilator / 12
 Ceiling Ventilator / 13
 Ceiling Ventilator / 14
 Ceiling Ventilator / 15
 Ceiling Ventilator / 16
 Ceiling Ventilator / 17
 Ceiling Ventilator / 18
 Ceiling Ventilator / 19
 Ceiling Ventilator / 2
 Ceiling Ventilator / 20
 Ceiling Ventilator / 21
 Ceiling Ventilator / 22
 Ceiling Ventilator / 23
 Ceiling Ventilator / 24
 Ceiling Ventilator / 25
 Ceiling Ventilator / 26
 Ceiling Ventilator / 27
 Ceiling Ventilator / 28
 Ceiling Ventilator / 29

Manufacturer

Model #

Serial #

CENTURA PUBLIC SCHOOLS	201 HIGHWAY 11 CAIRO, NE 68824-2002
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- Ceiling Ventilator / 3
- Ceiling Ventilator / 30
- Ceiling Ventilator / 31
- Ceiling Ventilator / 32
- Ceiling Ventilator / 33
- Ceiling Ventilator / 34
- Ceiling Ventilator / 35
- Ceiling Ventilator / 36
- Ceiling Ventilator / 37
- Ceiling Ventilator / 38
- Ceiling Ventilator / 39
- Ceiling Ventilator / 4
- Ceiling Ventilator / 40
- Ceiling Ventilator / 41
- Ceiling Ventilator / 42
- Ceiling Ventilator / 43
- Ceiling Ventilator / 44
- Ceiling Ventilator / 45
- Ceiling Ventilator / 46
- Ceiling Ventilator / 47
- Ceiling Ventilator / 48
- Ceiling Ventilator / 49
- Ceiling Ventilator / 5
- Ceiling Ventilator / 50
- Ceiling Ventilator / 6
- Ceiling Ventilator / 7
- Ceiling Ventilator / 8
- Ceiling Ventilator / 9
- Wall Ventilator / 1
- Wall Ventilator / 10
- Wall Ventilator / 11
- Wall Ventilator / 12
- Wall Ventilator / 2
- Wall Ventilator / 3
- Wall Ventilator / 4
- Wall Ventilator / 5
- Wall Ventilator / 6
- Wall Ventilator / 7
- Wall Ventilator / 8
- Wall Ventilator / 9

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

Quantity: 14

Coverage Level: Basic

Services Provided

1 Operational

Customer Tag

Manufacturer

Model #

Serial #

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

CENTURA PUBLIC SCHOOLS	201 HIGHWAY 11 CAIRO, NE 68824-2002
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Fan, Exhaust Fan, Wall Mounted, 6 - 15HP

Quantity: 1
 Coverage Level: Basic

Services Provided
 1 Operational

Customer Tag
 Shop Dust Seperator

Manufacturer

Model #

Serial #

Radiation Unit Items

Quantity: 10
 Coverage Level: Basic

Services Provided
 1 Operational

Customer Tag

Manufacturer

Model #

Serial #

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

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

Quantity: 4
 Coverage Level: Basic

Services Provided
 2 Operational

Customer Tag
 Refrigerated Air Dryer

Manufacturer

Model #

Serial #

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

Quantity: 3
 Coverage Level: Basic

Services Provided
 2 Operational

Customer Tag

Manufacturer

Model #

Serial #

Water Heater, Gas, <150GAL

Quantity: 1
 Coverage Level: Basic

Services Provided
 2 Operational

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CENTURA PUBLIC SCHOOLS	201 HIGHWAY 11 CAIRO, NE 68824-2002
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<u>Customer Tag</u> Water Heater	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Water Heater, Gas, 150-300GAL

Quantity: 1	Services Provided
Coverage Level: Basic	2 Operational

<u>Customer Tag</u> Water Heater	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Air Handling Unit (AHU), Return Air, <15 HP

Quantity: 5	Services Provided
Coverage Level: Basic	2 Operational

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

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

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Drain condensate from tank and check traps
Check safety relief valve
Check condition of pulley and belts (if applicable)
Inspect air filters
Check for proper oil level in compressor
Lubricate motor bearings (per manufacturer's recommendations)
Check PE switch and starter
Check pressure reducing station for proper operation
Check for proper operation of air drier
Check air drier condenser coil
Brush air dryer, condenser and cover grills as required
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

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

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Inspect motor mounting isolators
Check for integrity of cabinet hardware
Visually inspect damper(s)
Verify damper operation
Check condition of pulleys and belts
Check for proper fan operation
Check condition of coils
Check condition of filters
Record temperatures and pressures (if applicable)
Check condensate drain
Visually inspect electrical connections
Check for unusual noise and vibration
Check overall condition of unit

Visually inspect for fluid leaks of coils and connecting piping
Document tasks performed during visit and report any observations to appropriate customer representative

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

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Inspect motor mounting isolators
Check for integrity of cabinet hardware
Visually inspect damper(s)
Verify damper operation
Check condition of pulleys and belts
Check for proper fan operation
Check condition of coils
Check condition of filters
Record temperatures and pressures (if applicable)
Check condensate drain
Visually inspect electrical connections
Check for unusual noise and vibration
Check overall condition of unit
Visually inspect for fluid leaks of coils and connecting piping
Document tasks performed during visit and report any observations to appropriate customer representative

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

Combustion Analysis

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Perform combustion analysis procedures
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Blow down boiler

Check for proper operation of low and high gas pressure cut-out switches
Check factory supplied gas piping and components for leakage
Check burner for proper sequence of operation
Check flame quality
Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
Check boiler relief valves for leakage
Verify proper operation of low water cut-out control
Check combustion blower motor operation
Check hot water/steam temperature and pressure
Check proper operation of make-up water valv
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Air Cooled, Reciprocating, 100-249 Tons

Condenser Coil Cleaning

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Shut-down

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
Use and follow the JCI process for handling and working with Used Oil
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for proper crank case heater operation (if applicable)
Review control panel for proper operation and recorded fault histories
Record and log all operating parameters
Shut down chiller
Check for visual signs of refrigerant/oil leak(s)
Conduct refrigerant leak check
Tag chiller out of service
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

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

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check rain guard
Check and tighten electrical connections
Clean area around equipment
Inspect starter
Lubricate as required
Motor operating amps
Check belt guard
Check belt(s) (if applicable)
Check drive condition
Check electrical contacts
Check fan blades
Check for proper rotation
Complete any required maintenance checklists, report observations to appropriate customer representative

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

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check rain guard
Check and tighten electrical connections
Clean area around equipment
Inspect starter
Lubricate as required
Motor operating amps
Check belt guard
Check belt(s) (if applicable)
Check drive condition
Check electrical contacts
Check fan blades
Check for proper rotation
Complete any required maintenance checklists, report observations to appropriate customer representative

Pump, Circulating, 0-10 HP

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work

Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check pressures
Visually inspect coupling
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Radiation Unit Items

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check for unusual noise or vibration
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

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

Condenser Coil Cleaning

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Evaporator Coil Cleaning

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts

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

Gas Heating
Comprehensive (with
Economizer)

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check contactor(s)
Check combustion blower motor operation
Check igniter and pilot operation
Check condition of heat exchanger
Check condition of burners and clean as required in place
Check for proper venting
Check for leaks on gas line (within cabinet)
Check condition of pulley and belts
Check economizer operation
Lubricate and adjust economizer damper linkages
Verify proper operation of exhaust motor (if applicable)
Check condition of filters
Check for unusual noise and vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid
Season -
Cooling/Heating with
Economizer)

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories (if applicable)
Check condition of condenser coil
Check condition of evaporator coil
Check condenser fan motors and blades
Check blower motor operation
Check economizer operation

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

Split System, Cooling Only, <7.5 Tons

Condenser Coil Cleaning

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Spray coil(s) with chemical solution
- Rinse coil(s) thoroughly with water
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check and tighten electrical connections
- Check contactor(s)
- Check condition of condenser coil
- Check condenser fan motors and blades
- Check blower motor operation
- Lubricate blower and motor bearings (if applicable)
- Check condition and alignment of pulley and belts (if applicable)
- Check condition of filters
- Clean condensate pan and clear drain line (if readily accessible)
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Record and log all operating parameters
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to

appropriate customer representative

Operational (Mid
Season - Cooling Only)

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check condition of condenser coil
Check condenser fan motors and blades
Check condensing unit electrical connections and contactor(s)
Check blower motor operation
Check condition of filters
Check condition of pulley and belts (if applicable)
Check condensate system
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Terminal Product, Unit Ventilator, 500-1000 CFM

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check condition of pulley and belts (if applicable)
Check condition of coils
Check condition of filters
Check condensate drain
Check for proper operation of outside air dampers (if applicable)
Check unit for proper operation
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Unit Heater, Gas Fired, <300000 BTU

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery

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

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check integrity of unit heater supports
- Check condition of pulley and belts (if applicable)
- Check for proper fan operation
- Cycle thermostat and check for proper operation
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Water Heater, Gas, 150-300GAL

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Check temperature
- Check condition of relief valve(s)
- Check for leaks
- Visually inspect flame
- Check for unusual noise or vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Water Heater, Gas, <150GAL

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite

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- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Check temperature
- Check condition of relief valve(s)
- Check for leaks
- Visually inspect flame
- Check for unusual noise or vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

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

Year	Total Annual Dollar Amount	Payment Frequency
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Special Additions and Exceptions

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TERMS AND CONDITIONS DEFINITIONS

CONNECTED EQUIPMENT SERVICES means a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on such equipment's health, performance or potential malfunction.

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

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

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

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

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

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

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

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

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

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

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

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

A. JCI'S SERVICES FOR COVERED EQUIPMENT

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

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

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

4. **JCI CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports,

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remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

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

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

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;

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- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Fees and other amounts due hereunder are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

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

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

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

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

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

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

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

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

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

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

G. INSURANCE

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

H. INDEMNITY

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

I. LIMITATION OF LIABILITY

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

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J. FORCE MAJEURE

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

K. RESOLUTION OF DISPUTES

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

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its 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.
3. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
4. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
5. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

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

N. CUSTOMER DATA

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

O. JCI’S INTELLECTUAL PROPERTY

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

P. SOFTWARE AND DIGITAL SERVICES

Use, implementation, and deployment of the software and hosted software products (“Software”) offered under these terms shall be subject to, and governed by, JCI’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI’s prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer’s consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer’s internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer’s purchase order will have any force or effect and these terms and conditions shall control. Customer’s acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer’s purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

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7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

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

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

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

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

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

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

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

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

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or

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capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

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

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

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

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

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

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR CENTURA SCHOOL

THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: **Engineering Technologies, Inc**
ATTN: Bryan Rahn
825 M St Suite 200
LINCOLN, NE 68508

PROJECT: **Centura Public Schools Mechanical Upgra** APPLICATION NO: **9**
 PROJECT MGR: **DETERDING, DARREN A**

FEDERAL ID: 39-0380010

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:
JOHNSON CONTROLS, INC
2106 E HW 30
S 3

VIA ARCHITECT:
 REMIT TO: **Johnson Controls**
PO Box 730068
Dallas, TX 75373

PERIOD TO: **30-Sep-20**
 INVOICE NO: **CB10060110**
 INVOICE DATE: **24-Sep-20**
 PROJECT NOS: **MC0N450104**
 P.O.NO: **2019-157**
 CONTRACT DATE: **2-Oct-20**

CONTRACT FOR: control systems

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>328,790.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>328,790.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>323,494.25</u>
5. RETAINAGE:		
a. <u>10</u> % of Completed Work (Column D + E on G703)	\$	<u>32,349.86</u>
b. <u>10</u> % of Stored Material (Column F on G703)	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>32,349.86</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>291,144.39</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>273,819.94</u>
8. CURRENT PAYMENT DUE	\$	<u>17,324.45</u>
a. <u>0.00</u> % Tax	\$	<u>0.00</u>
b. Total Current Payment with Tax	\$	<u>17,324.45</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>37,645.61</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR: Johnson Controls, Inc.

By: _____ Date: 10/2/2020

State of: Wisconsin County of: Milwaukee
 Subscribed and sworn to before me this 2 day of October 2020
 Notary Public:
 My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

JCI PROJECT NO: MC0N450104

APPLICATION NO: 9

Contractor's signed certification is attached.

JCI INVOICE NO: CB10060110

APPLICATION DATE: 24-Sep-20

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 30-Sep-20

Use Column I on Contracts where variable retainage for line items may apply.

DETERDING, DARREN A

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
			1	Project Management		\$14,000.00	\$13,300.00		
2	Demo Labor	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$1,200.00
3	Installation	\$84,985.00	\$80,735.75	\$4,249.25	\$0.00	\$84,985.00	100%	\$0.00	\$8,498.51
4	Mech Equip & Materials	\$130,200.00	\$130,200.00	\$0.00	\$0.00	\$130,200.00	100%	\$0.00	\$13,020.00
5	Electrical	\$24,750.00	\$23,512.50	\$1,237.50	\$0.00	\$24,750.00	100%	\$0.00	\$2,475.00
6	Insulation	\$27,550.00	\$27,550.00	\$0.00	\$0.00	\$27,550.00	100%	\$0.00	\$2,755.00
7	Controls	\$35,305.00	\$16,946.40	\$13,062.85	\$0.00	\$30,009.25	85%	\$5,295.75	\$3,001.35
GRAND TOTALS:		\$328,790.00	\$304,244.65	\$19,249.60	\$0.00	\$323,494.25	98%	\$5,295.75	\$32,349.86

This document was produced under AIA Order No. 1317369973 which expires on 10/22/2020, and is not for resale.



Omaha | Lincoln | Norfolk | Columbus | York | Council Bluffs | Salina | Wichita

COMPANY	
BUYER CONTACT	Ryan Ruhl, Supt. EMAIL ryan.ruhl@centuraps.org
ADDRESS	201 N. Hwy 11
CITY	Cairo COUNTY
STATE ZIP CODE	NE, 68824
HOME PHONE	WORK PHONE 308-485-4258

MAKE	MODEL	NEW/USED	VEHICLE IDENTIFICATION NUMBER		DATE
Thomas	Saf-T-Liner C2	New	TBD		09/02/2020
YEAR	COLOR	TYPE	MILEAGE	STOCK NO.	APPROX DELIVERY DATE
2022	Yellow	Bus	new	TBD	120-150 days

CASH PRICE OF VEHICLE	\$ 99,526.00	CASH PRICE OF VEHICLE	99,526.00
ACCESSORIES		TIMES () UNITS	
Lettering: CENTURA PUBLIC SCHOOLS		TRADE ALLOWANCE	
Seat Upholstery Color: Gray		DIFFERENCE	
71 Passenger Capacity		ADMINISTRATIVE FEE	
		BALANCE OWED ON TRADE	
		SALES TAX	
		DEPOSIT PAYMENT	
RECORD OF TRADE-IN		TOTAL CASH SALE PRICE	
YEAR	MAKE	MODEL	
VIN	MILEAGE		
BALANCE OWED TO		CASH DUE ON DELIVERY	99,526.00
ADDRESS		NEW LIENHOLDER	
BALANCE OWED		CREDIT DESIRED	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
		INSURANCE DESIRED	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
		RECORD OF ADDITIONAL TRADE-IN UNITS SEE ATTACHED ADDENDUM	

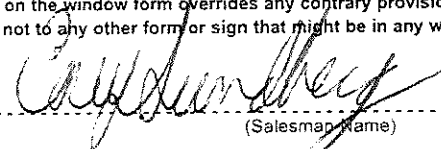
TERMS AND CONDITIONS

Buyer acknowledges, agrees, represents and warrants as follows:

- The terms of the agreement evidenced by this Purchase Order are contained on both the front and reverse sides hereof. This Purchase Order, when signed by an authorized Dealer representative, contains a complete and exclusive statement of such terms and Dealer has no obligations beyond or in addition to what is expressly set forth herein. There are no other terms and conditions, oral or written, and this Purchase Order supersedes all prior statements, representations and promises. The terms of this agreement may be supplemented, modified or changed only by a written instrument signed by Dealer.
- The Certificate of Title for the trade-in vehicle identified above (if any) is not a salvage title and no salvage title has ever been issued for such vehicle.
- The only material defects in the trade-in vehicle are the following (if no defects, write "None"): _____.
- None of the emissions or safety restraint systems have been altered or removed by Truck Center Companies.
- No insurance of any kind is included in the agreement evidenced by this Purchase Order.
- If Dealer has agreed to arrange financing for the purchase of the vehicle and Dealer is unable to promptly assign the finance contract to an institutional lender on a "non-recourse" basis, Dealer may, at its option, terminate this agreement and such finance contract.
- I have read this Purchase Order, I have had an opportunity to ask questions of Dealer concerning it, and I have received a complete, signed copy of the Purchase Order.

CONTRACTUAL DISCLOSURE STATEMENT:

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. The term "window form" refers only to the F.T.C. used car "Buyers Guide", if one is present, and not to any other form or sign that might be in any window.

X _____ (Buyer's Signature) X  (Salesman Name)

X _____ (Co-Buyer's Signature) ACCEPTED BY: X _____ (Dealer or authorized representative)

THE CONTRACT CONDITIONS OF THIS ORDER ARE CONTINUED ON THE REVERSE SIDE HEREOF

THESE TERMS AND CONDITIONS ARE A PART OF THE PURCHASE ORDER

1. **BUYER'S WARRANTY OF TITLE.** Buyer warrants that Buyer is the sole owner of the trade-in vehicle and that such vehicle is free and clear of all liens and encumbrances except as noted on the title.
2. **REAPPRAISAL OF TRADE-IN VEHICLE.** If a vehicle is to be traded in as a part of the payment for the vehicle ordered by Buyer and if such vehicle is not delivered to Dealer until delivery to Buyer of the vehicle ordered by Buyer, such trade-in vehicle may be reappraised at that time and the reappraised value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance shown on the face of this Purchase Order, Buyer may cancel this Purchase Order. This right to cancel must be exercised before delivery of the vehicle ordered to Buyer and surrender of the trade-in vehicle to Dealer.
3. **PRICE REVISION (NEW VEHICLE).** If the price to Dealer of the vehicle ordered by Buyer is changed by the manufacturer before its delivery to Buyer, Dealer may change the cash price of the vehicle. If Buyer does not agree with such price change, Buyer may cancel this Purchase Order. If a used vehicle has been traded in as a part of the payment for the vehicle purchased by Buyer, such trade-in vehicle shall be returned to Buyer after payment of a reasonable charge for repairs (if any). If such trade-in vehicle has been previously sold by Dealer, the amount received for it minus a selling commission of 10% and less all expenses for storing, insuring, conditioning or advertising such vehicle for sale shall be paid to Buyer.
4. **CHANGES BY MANUFACTURER (NEW VEHICLE).** If the manufacturer makes any change in design, chassis, accessories or parts to the vehicle ordered by Buyer, Dealer shall have no obligation to Buyer to make the same or any similar change to any vehicle, chassis, accessories or parts thereof covered by this Purchase Order either before or after delivery of the vehicle to Buyer.
- 5A. **[APPLICABLE ONLY TO CONSUMER TRANSACTIONS GOVERNED BY KANSAS LAW] -- MANUFACTURER WARRANTIES AND SERVICE CONTRACTS.** If the vehicle, chassis, accessories or parts which are the subject of this Purchase Order are entitled to the benefit of or covered by a warranty issued by the manufacturer thereof or by a third party service contract, the warranty or service contract constitutes an agreement solely between Buyer and such manufacturer or service contract provider. Dealer is not a party to such warranties or service contracts. Dealer acknowledges that it is impermissible under Kansas law in a consumer transaction to exclude, modify or otherwise attempt to limit the implied warranty of merchantability (K.S.A. 84-2-314) and fitness for a particular purpose (K.S.A. 84-2-315) or any remedy provided by law for breach of implied warranties of merchantability or fitness for a particular purpose, and, if this transaction is a consumer transaction, Dealer makes no effort whatsoever to exclude, modify or otherwise attempt to limit such warranties or remedies in connection with the transaction evidenced by this Purchase Order. If this transaction is a consumer transaction and any such manufacturer's warranty or service contract attempts to exclude, modify or otherwise limit such implied warranties or the remedies provided by law for breach thereof (collectively "Prohibited Disclaimers"), Dealer hereby specifically disavows such Prohibited Disclaimers and such Prohibited Disclaimers are not a part of the terms of this Purchase Order or the transaction evidenced hereby.
- 5B. **DISCLAIMER OF WARRANTIES; EXCLUSION OF DAMAGES.** THE VEHICLE OR VEHICLE CHASSIS, ACCESSORIES OR PARTS SOLD TO BUYER BY DEALER UNDER THIS PURCHASE ORDER ARE SOLD "AS IS" AND "WITH ALL FAULTS". IF A MANUFACTURER'S WARRANTY APPLIES TO THE VEHICLE, CHASSIS, ACCESSORIES OR PARTS, SUCH WARRANTY IS OFFERED DIRECTLY BY THE MANUFACTURER TO BUYER. DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE EXCEPT AS EXPRESSLY PROVIDED HEREIN. BUYER AGREES THAT IN NO EVENT SHALL DEALER BE LIABLE FOR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES, REGARDLESS OF WHETHER DEALER HAS BEEN ADVISED OF THE POSSIBILITY OR INCURRENCE OF SUCH DAMAGES.
6. **FAILURE OR DELAY OF DELIVERY.** Dealer shall not be liable for failure to deliver or delay in delivering of the vehicle covered by this Purchase Order where such failure or delay is due, in whole or in part, to any cause beyond the control of Dealer.
7. **FAILURE OR REFUSAL TO ACCEPT DELIVERY.** Unless this Purchase Order has been cancelled by Buyer pursuant to the terms of sections 2 or 3 above, Buyer must accept delivery of the vehicle ordered and comply with the terms of this Purchase Order. If Buyer fails to comply with this Purchase Order, Dealer may retain as liquidated damages (a) any cash deposit made by Buyer, and (b) if a vehicle has been traded in as a part of the payment for the vehicle ordered by Buyer, Dealer may sell the trade-in vehicle and deduct from the proceeds of sale any expenses and losses, including selling commissions, Dealer incurs because of Buyer's failure to perform.

October 8th, 2020

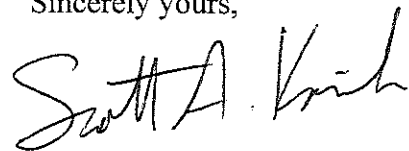
Centura School Board,

I am writing this letter on behalf of the Centura Education Association. We ask that the Centura School Board recognize our team of three, as the bargaining agents for the 2022-2023 school year for negotiations. We ask this as our association membership is well over 50 percent of our current teaching staff.

The team consists of Scott Korinek (Head Negotiator), Kim Steffen, and Barb Knopik.

Thank you for your consideration.

Sincerely yours,

A handwritten signature in black ink that reads "Scott A. Korinek". The signature is written in a cursive style with a large, prominent "S" at the beginning.

Scott A. Korinek

Great Plains Sports Flooring, LLC



GREAT PLAINS SPORT FLOORING

21417 Shamrock Circle

Elkhorn, NE 68022

Phone: 402-630-0594

BID PROPOSAL

Date : 10-7-20

Job Name: Centura High School – Cairo, NE

Specification Section: WOOD ATHLETIC FLOORING

To furnish and install appx. 12,350 square feet Connors ARS DIN Anchored flooring system for the Centura High School gym floor renovation. Included will be MFMA maple with 25/32 x 2-1/4 2nd and better grade maple, system subfloor components plywood, seal, finish, paint, transitions and game lines as shown currently on the gym floor.

Base Bid Total -----**\$131,375.00**

Bid Includes:

- Freight/Unloading/NE sales tax
- Partial demo of existing flooring to be modified for new flooring system

Bid Excludes:

- Phase 3 power for sanders
- Concrete corrections if needed by others/ Final clean up and dumpsters
- Bleacher removal and relocation

Terms: Net 30 days.

Thank you Edward K. Donahoe - Great Plains Sport Flooring

Sign _____

Date: _____

J WOOD SPORTS FLOORING
573 Cty Rd A Suite 109 Hudson WI 54016
P 715-690-2560 f 715-690-2562

Proposal# 1209

Date 9/10/2020

Proposal Prepared for:

Ryan Ruhl
Centura Public High school
201 N hwy 11
Cairo,NE 68824

Project:

Gymnasium Flooring Replacement

ryan.ruhl@centuraps.org

Jwood Sports Flooring agrees to perform the following:

Furnish and install Connor ARS DIN Anchored Wood Athletic Flooring System Profile 2-5/8"

Work Scope:

- verify substrate flatness tolerance
- provide anchored blocking 16" o.c. at slab depression to allow wall to wall installation of new floor system
- Furnish & install flooring system consisting of 6 mil poly vapor barrier, Connor ARS subfloor sleepers , one layer 4 ply minimum CDX plywood , 25/32" x 2-1/4" 2nd & Better MFMA maple, sanding, 2 coats of seal, paint gamelines (3 basketball, 3 Volleyball , Center Logo, lettering) two coats of finish, Ventcove base , ADA ramps and transition thresholds.

Includes moving bleachers as necessary to accommodate new floor installation

NOTES:

- owner to supply dumpsters for demo and power for sanding equipment
- owner to adjust basketball backstops & trim doors as necessary
- additions to specified work scope to be negotiated prior to work.
- demo pricing assumes existing floor is floating without anchorage

OPTIONS: To provide demo of existing floor to owners dumpsters please add.....\$ 8000.00

Material and labor as described above to be furnished in accordance with drawings and specifications submitted for the above work.

For the sum of \$ 138,900.00

Payments terms as follows: Material upon delivery Balance upon completion

Interest of 18% annum will be charged on all outstanding balances over 30 days

Deviations from the above work scope involving extra cost, will be executed upon written orders , and will become an extra charge.
This Proposal may be withdrawn by us if not accepted within 30 days or by result of any abnormalities.

Respectfully submitted

Cole Johnston

Acceptance of proposal

SIGNATURE _____

DATE _____

October 2020 Board Meeting

Current Events:

- District writing practice began this week
- Preparing for PTC next week
- Special Education - 79 special education students with 2 of those in the initial phases of verification and 2 that currently hold out of state IEPs

Working on:

- ILCD (Improving Learning for Children with Disabilities) and TIP (Targeted Improvement Plan)
 - These are due to the state by Nov 1. The ILCD is a special education improvement process much like that of the CIP. Our TIP will focus on improving reading scores for all special education students K-12

Celebrations:

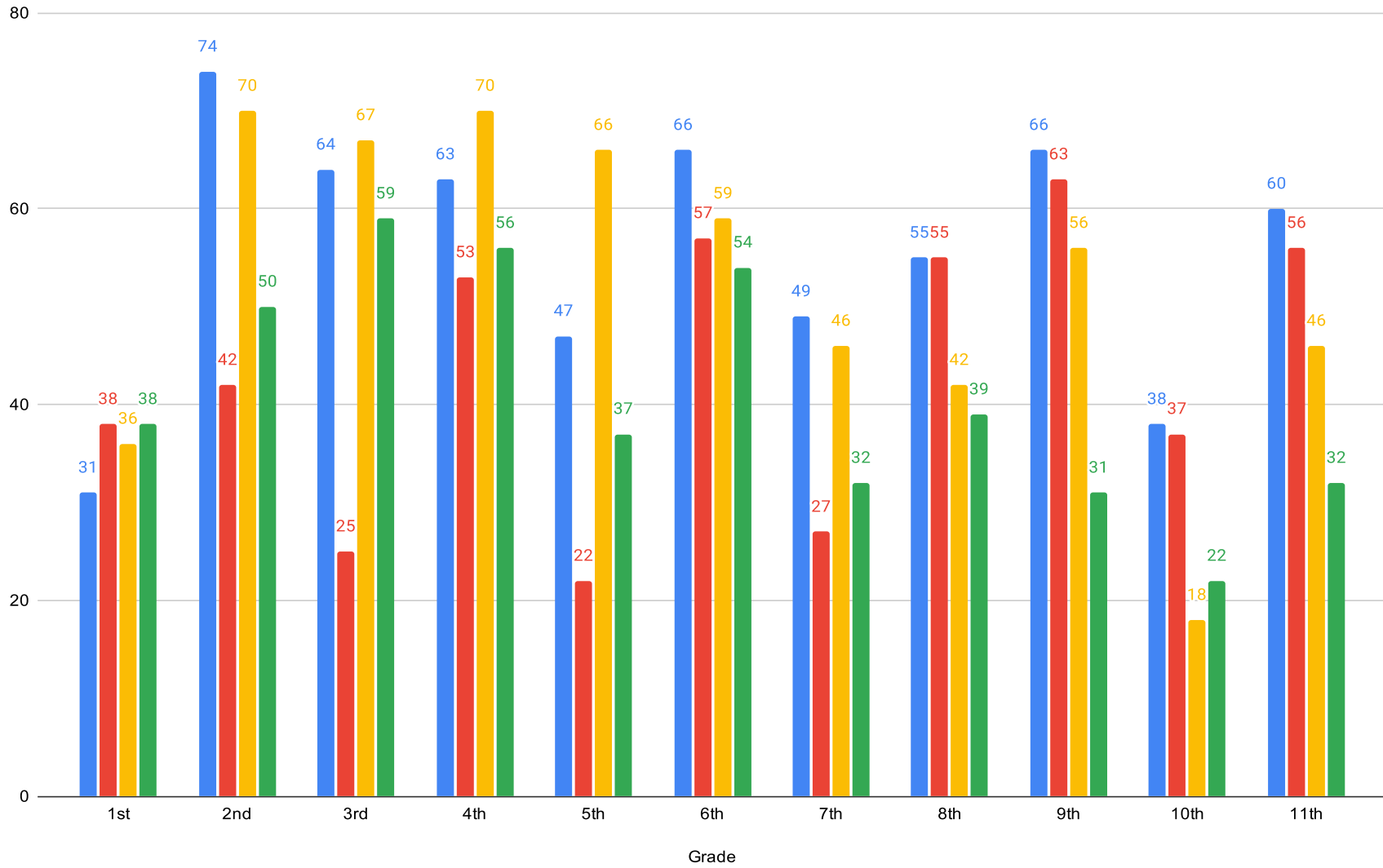
- Sidewalk completion - Thank you so much for all of our volunteers!
- Fire prevention day was a success!





Cohort Fall to Fall % Proficient

19' M-% Proficient 20' M-% Proficient 19' R-% Proficient 20' R-% Proficient



Assessment Data:

- Fall MAP testing is complete - See Charts
 - What the data shows:
 - **Math:** Cohort groups in 2nd - 7th and 9th-11th decreased their percent proficient from fall of 2019 to fall of 2020.
 - The largest gap is in our 2nd grade cohort, which demonstrates the importance of early literacy in both reading and math.
 - Why: This can be attributed to the decrease of instruction from the middle of March to the beginning of this school year
 - **Math:** Cohort groups in 1st and 8th grade slightly increased their percent proficient from fall of 2019 to fall of 2020.
 - The largest gap is in our 2nd grade cohort, which demonstrates the importance of early literacy in both reading and math.
 - Why: This could be due to a change in student population.
 - **Reading:** Cohort groups in 2nd-9th, and 11th decreased their percent proficient from fall of 2019 to fall of 2020
 - Why: This can be attributed to the decrease of instruction from the middle of March to the beginning of this school year.
 - **Reading:** Cohort groups in 1st and 10th slightly increased their percent proficient from fall of 2019 to fall of 2020
 - Why: This could be due to a change in student population. Fall
- STAR Reading Data
 - What the data shows:
 - Every cohort group decreased in percentile rank
 - Why: This can be attributed to the decrease of instruction from the middle of March to the beginning of this school year
- **My biggest finding from the data demonstrates the importance of face to face education as a whole and the importance of quality teachers, which Centura has in abundance. When students are in school and in front of a teacher, their success grows by an astounding degree.**
- ACT
 - 2021 Cohort completed the ACT assessment on Sept. 22nd
 - 2022 Cohort completed the Pre ACT assessment on Sept. 22nd. This Cohort will also take the ACT in the spring.

Working On:

- Graduation:
 - 34 Seniors
 - 3 midterm graduates
 - 1 not on track to graduate
- Fall NACIA Retreat in Nebraska City
 - What was learned:

- New ELA standards the fall of 2021, must be local board approved fall of 2022
- There will be spring NSCAS assessments, but none of the data will be shared publicly, but can be shared within the district. The science assessment in grades 5 and 8 is a pilot test.
- If we were to go all remote learning, the state expectation is that we still test our students in the spring.
- Districts across the state are dealing with the same type of attendance questions from covid as we are and many other covid related issues.

Celebrations:

- Blended Learning professional development
 - Created and Led by Mrs. Hermann, Ms. Steffen and 2 ESU10 staff members
 - Teacher presenters: Mrs. McInturf, Mrs. Gross, Mrs. Trumler, and Mr. Yoachim
 - A lot of positive responses by staff! The next Blended Learning PLC will be October 28th where teachers will focus on creating blended learning opportunities in their classrooms.
- Wednesday Assistance
 - Every student on the list has shown up
 - Students that start on the list on Monday have worked to get off the list by Wednesday.
 - # of students on down list
 - 9/17=43
 - 9/25=27
 - 10/7=14

2019 vs. 2020 STAR-R Percentile Rank

■ 19' Percentile Rank ■ 20' Percentile Rank

