

Centura Board of Education Regular Meeting
Monday, September 12, 2022 6:00 PM
Centura Board Room
P.O. Box 430
Cairo, NE 68824

Agenda

1. Call the meeting to order
 - 1.1. Centura Mission Statement: Centura and its collaborative partners are an innovative community empowering all students to be successful today and in the future.
 - 1.2. Centura Vision Statement: A community about students, excellence and innovation.
2. Pledge of Allegiance and Recognition of Nebraska Open Meetings Act
3. Roll call - excuse/not excuse board members who are absent
4. Recognition of visitors and public comment
5. Approval of Consent Agenda
 - 5.1. Minutes from previous month's meeting(s)
 - 5.2. General Fund Claims - \$131,332.62 Payables, \$545,426.05 Payroll
 - 5.3. Depreciation Fund Claims (August and Sept) - \$139,460.00
 - 5.4. Financial Reports as presented
6. Approve 2022-2023 Proposed Budgets
7. Approve 2022-2023 District Property Tax Request
8. Johnson Controls Service Agreement
9. Board Reports
 - 9.1. NRCSA Membership
10. Reports
 - 10.1. Elementary Principal report
 - 10.2. Secondary Principal report
 - 10.3. Superintendent report
11. Discussion items
 - 11.1. Insurance Claims
12. Next Meeting date and time
13. Adjournment

AGENDA

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

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

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

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

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

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

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

Approved: August 9, 2010 Reviewed _____ Revised: April 12, 2021

Centura Board of Education Budget Review Working Meeting Minutes
District #47-0100 – Howard County Nebraska
Wednesday, August 24, 2022 4:30 PM
Centura High School; Cairo, NE

Attendance Taken at 4:35 PM. Present: Justin Caspersen, Sandra Davis, Teresa Grabowski, Aron Hostetler, Eric Hostetler, Will Kemptar.

1. Call meeting to order

The meeting was called to order at 4:35pm by President Kemptar.

2. Roll Call-Excuse/not excuse board members who are absent

3. Work session/discussion items: 22-23 Budget Review

Board members and Superintendent Ryan Ruhl discussed the 22-23 school year budget.

4. Adjournment

Meeting adjourned at 5:13pm.

**Centura Board of Education Regular Meeting Minutes
District #47-0100 – Howard County Nebraska
Monday, August 15, 2022 6:00 PM
Centura High School; Cairo, NE**

Attendance Taken at 6:00 PM. Present: Justin Caspersen, Sandra Davis, 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 Kemptar called the meeting to order at 6:00pm.

1.1. Centura Mission Statement: Centura and its collaborative partners are an innovative community empowering all students to be successful today and in the future.

1.2. Centura Vision Statement: A community about students, excellence and innovation.

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

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

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

4. Recognition of visitors and public comment

Two patrons addressed the school board.

5. Approval of Consent Agenda

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

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea

Yea: 6, Nay: 0

5.1. Minutes from previous month's meeting(s)

5.2. General Fund Claims - \$91,845.83 Payables, \$459,059.89 Payroll

Ace Hardware 34.50, Amazon 2,127.56, Apple Computer 8,118.00, APPLE INC. 7,140.00, Armbruster Electric 1,098.60, AS Central Services 259.49, Black Hills Energy 659.02, Blick Art Materials 73.45, Bomgaars 299.97, Boys Town 1,760.00, Carolina Biological Supply 221.23, CNCAP 13,096.69, Centurylink 449.16, Deere Credit, Inc. 531.87, Eakes Office Solutions 7,621.14, Ecolab 104.72, ESU #10 1,400.00, ESU Coordinating Council 962.51, Flinn Scientific 775.40, Gottlob Asphalt 2,364.00, Hamilton 103.02, Heartland Disposal 600.00, Home Depot Pro 1,750.71, Howard Greely RPPD 8,271.22, J&D Automotive 5.37, Johnson Controls, Inc. 7,012.10, JourneyEd.com, Inc. 500.00, KSB School Law 2,550.00, Lee Enterprises 48.11, Loup Central Landfill Assoc 90.79, Menards 1,366.08, Mid-American Research Chemical 334.67, Midwest Floor Specialists 384.80, NCS PEARSON, INC. 450.00, NCSA 871.00, Nova Fitness

Equipment 655.50, OneSource 236.00, Pathway Insurance 10,226.56, Phonograph-Herald 52.00, PlanbookEdu LLC 437.00, Platte Valley Communications 30.00, Quadient Leasing 564.00, Sam's Club/Synchrony Bank 378.27, Scholastic Inc 130.52, State Glass Inc. 235.00, Supreme School Supply 113.11, Swiftreach Networks, LLC 721.50, Troy's Total Auto Repair 462.05, Vernier Software & Technology, LLC 1,295.69, Village of Cairo 634.40, Wex Bank 863.64, Wilkins Architecture Design Planning 1,000.00, Windstream 19.71, Zimmerman Printing & Shirt Shack 355.70, Total 91,845.83

5.3. Building Fund Claims - \$8,445.99

CMBA Architects 2,066.00, Johnson Controls, Inc. 6,379.99, total 8,445.99.

5.4. Financial Reports as presented

6. Consider approving advertising a RFP (Request for Proposals) for a Construction Management Firm to provide Construction Management at Risk services.

Board members discussed advertising an RFP for a Construction Management Firm to provide Construction Management at Risk services in regard to the master plan. Architect Jacob Sertich with Wilkins ADP answered questions from the board.

Motion to approve advertising RFP for Construction Management Firm to provide Construction Management at Risk services. Failed with a motion by Sandra Davis and a second by Justin Caspersen.

Aron Hostetler: Nay, Eric Hostetler: Nay, Will Kemptar: Nay, Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea
Yea: 3, Nay: 3

7. Consider a contract for Municipal Advisory Services.

No motion taken.

8. Consider Track overlay bids to ensure completion next summer.

Superintendent Ruhl discussed the surface depreciation on the track. The track was never sealed, and the past two years have shown surface depreciation. Overlay and sealant are needed to help increase the track's years and life. Superintendent Ruhl discussed the bids and recommended approving the Pro Track bid for \$112,000.00 for the track overlay and sealant.

Motion to approve bid from Pro Track for \$112,000 for track overlay Passed with a motion by Teresa Grabowski and a second by Sandra Davis.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea
Yea: 6, Nay: 0

9. Approve 2022-2023 Centura Return to School Blueprint.

Superintendent Ruhl stated the Return to School Blueprint has been reviewed and updated.

Motion to approve the 2022-2023 Centura Return to School Blueprint Passed with a motion by Aron Hostetler and a second by Teresa Grabowski.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kemptar: Yea
Yea: 6, Nay: 0

10. Set Budget Retreat Date

Date scheduled for August 24, 2022 at 4:30pm in the Board Room

11. Set a Budget Hearing Date

Date scheduled for September 7, 2022 at 4:30pm in the board room

12. Board Reports

Superintendent Ruhl discussed the upcoming NASB board member conference on September 21st in Kearney.

13. Reports

13.1. Superintendent report

Ryan Ruhl provided the Superintendent's Report. Topics included school calendar changes, upcoming meetings, restroom remodel updates, insurance adjuster updates, transportation updates, and maintenance updates. School calendar changes include a 1:45pm out on Friday September 2nd, and changing the regular board meeting from Monday October 10 to Monday October 17.

14. Discussion items

Updates provided in Superintendent's Report.

14.1. Master Planning updates with Jacob Sertich.

14.2. Strategic plan review and next steps.

14.3. Restroom remodel update and timeline.

15. Next Meeting date and time

Next Regular Board Meeting: September 12, 2022 at 6:00pm.

16. Adjournment

Motion to adjourn meeting at 7:17p.m. Passed with a motion by Teresa Grabowski and a second by Justin Caspersen.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Aron Hostetler: Yea, Eric Hostetler: Yea, Will Kempfar: Yea

Yea: 6, Nay: 0

09/08/2022 03:50 PM

User ID: LCP

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	General Fund	
AMAZON/SYNCB	7.12.22	22-23 Science Supplies	242.55
AMAZON/SYNCB	7.12.22Brown	PE Orders	1,132.36
AMAZON/SYNCB	7.12.22Brown2	PE Orders	86.87
AMAZON/SYNCB	7.12.22Dibbern	Seat Sacks for classroom	65.40
AMAZON/SYNCB	7.12.22Essink	Apple TV for Essink's Room	109.00
AMAZON/SYNCB	7.12.22Huryta	30 Unwind novel copies for English 9	292.20
AMAZON/SYNCB	7.12.22Steffen	Class novels	729.79
AMAZON/SYNCB	7.12.22Supply Room	22-23 summer orders elem office	494.95
AMAZON/SYNCB	7.13-22Hermann	yearly order for classroom	149.78
AMAZON/SYNCB	7.13.22Anderson	sensory items for sped	34.34
AMAZON/SYNCB	7.13.22Anderson2	materials for behavior interventions	116.96
AMAZON/SYNCB	7.13.22Anderson3	materials for behavior interventions	23.98
AMAZON/SYNCB	7.13.22Bierhaus	3rd grade classroom supplies	364.61
AMAZON/SYNCB	7.13.22Dibbern	Kindergarten supplies for 2022-2023	64.66
AMAZON/SYNCB	7.13.22Safarik	Special Education supports	43.02
AMAZON/SYNCB	7.26.22Ascherl	math classroom supplies	141.81
AMAZON/SYNCB	8.1.2022/Wall Clocks	Classroom Wall Clocks	58.48
AMAZON/SYNCB	8.1.22Maintenance	Slip Over Floor Saver - Chair Covers	165.98
AMAZON/SYNCB	8.2.22Beberniss	Computer stand for my desk.	22.98
AMAZON/SYNCB	8.3.22SchoolNurse	School Nurse Supplies	59.84
AMAZON/SYNCB	8.8.22Enck	Office supplies for secretary	70.66
Total AMAZON/SYNCB			4,470.22
Armbruster Electric	220807	Misc. Electrical Services	1,750.78
Total Armbruster Electric			1,750.78
Ascherl, Jamie	Sept 2022 Tuition	Scholarship Tuition Reimbursement	375.00
Total Ascherl, Jamie			375.00
Aurora Coop	5290031	Bus Fuel	972.50
Aurora Coop	5309062	Bus Fuel	1,414.35
Total Aurora Coop			2,386.85
Baasch & Sons	136538	maintenance repair	60.00
Total Baasch & Sons			60.00
Bierhaus, Sara	Sept 2022 Tuition	Scholarship Tuition Reimbursement	375.00
Total Bierhaus, Sara			375.00
Black Hills Energy	Sept 2022-0001	Natural Gas	814.44
Total Black Hills Energy			814.44
Bomgaars	8.23.22	22-23 Year Shop Class Supplies	279.98
Total Bomgaars			279.98
Brown, Laethion	Sept 2022 Tuition	Scholarship Tuition Reimbursement	1,125.00
Total Brown, Laethion			1,125.00
Central Nebraska Rehab Services	09-22 Ath -0001	Athletic Training	1,950.00
Central Nebraska Rehab Services	Sept 2022-0001	SPED OT/PT Services	774.36
Total Central Nebraska Rehab Services			2,724.36
Centurylink	3084854258-0024	Telephone-Local	316.85

Vendor Name	Invoice Number	Description	Amount
Centurylink	308F180003-0024	Telephone	137.86
Total Centurylink			<u>454.71</u>
CMBA Architects	61257	Restroom Renovation: Architect Services	1,370.00
Total CMBA Architects			<u>1,370.00</u>
Computer Hardware	Sept 2022	Student Computer Repairs	3,421.00
Total Computer Hardware			<u>3,421.00</u>
Deere Credit, Inc.	August 202-0003	Skid Skeer-Grounds Maintenance	531.87
Total Deere Credit, Inc.			<u>531.87</u>
Dibbern, Rozlynn	Sept 2022 Tuition	Scholarship Tuition Reimbursement	1,125.00
Total Dibbern, Rozlynn			<u>1,125.00</u>
Eakes Office Solutions	8543062-0	32oz bottles - cleaning	10.68
Eakes Office Solutions	8549818-0	Bathroom Waste Bins	238.68
Eakes Office Solutions	8549818-1	Bathroom dispensers	73.14
Eakes Office Solutions	INV387497	Service-Copiers/Printers	40.04
Eakes Office Solutions	INV387498	Service-Copiers/Printers	46.35
Total Eakes Office Solutions			<u>408.89</u>
ESU #10	Sept 2022-0001	ESU10 Services	12,754.54
Total ESU #10			<u>12,754.54</u>
ESU COORDINATING COUNCIL	COOP002131	Swank Movie Site License	351.00
Total ESU COORDINATING COUNCIL			<u>351.00</u>
Gumdrop Books	PINV134962	Books/ebooks for EI Library	2,118.90
Total Gumdrop Books			<u>2,118.90</u>
Gustave A. Larson Company	Sept 2022	Chiller Filters	231.92
Total Gustave A. Larson Company			<u>231.92</u>
Hamilton	10719451-0001	Telephone-local	83.92
Total Hamilton			<u>83.92</u>
HARVEST OF HARMONY	September 2022	Harvest of Harmony Dues	125.00
Total HARVEST OF HARMONY			<u>125.00</u>
Hawkins, Kayla	Sept 2022 Tuition	Scholarship Tuition Reimbursement	1,000.00
Total Hawkins, Kayla			<u>1,000.00</u>
Heartland Disposal	141154-0002	Service-garbage disposal	600.00
Total Heartland Disposal			<u>600.00</u>
Home Depot Pro	702919762	Gloves/sanitizer	217.36
Home Depot Pro	703417899	Gloves	64.80
Total Home Depot Pro			<u>282.16</u>
HOUGHTON MIFFLIN HARCOURT	955659445	Math Expressions Workbooks	370.41
Total HOUGHTON MIFFLIN HARCOURT			<u>370.41</u>

Vendor Name	Invoice Number	Description	Amount
Howard Greely RPPD	Sept 2022-0001	Service-electricity	10,137.08
Total Howard Greely RPPD			10,137.08
Imagine Learning	889183	Odysseyware K-12 Comprehensive	4,500.00
Total Imagine Learning			4,500.00
INTERSTATE ALL BATTERY CENTER	1905801008260	10 pack batteries for AED Machine	49.50
Total INTERSTATE ALL BATTERY CENTER			49.50
J&D Automotive	214531	Bus 15' Light Bulb	5.99
J&D Automotive	214666	bus lightbulb	3.98
J&D Automotive	214829	tire val	20.95
J&D Automotive	215001	Bus supplies	27.99
J&D Automotive	215026	Bus part	11.49
J&D Automotive	215059	V-belt	17.49
Total J&D Automotive			87.89
Johnny's Lock & Key Shop	88632	key replacement	13.00
Johnny's Lock & Key Shop	88675	key duplicates	123.30
Total Johnny's Lock & Key Shop			136.30
Johnson Controls, Inc.	1-121224541534	Chiller service	801.20
Total Johnson Controls, Inc.			801.20
JW Pepper & Sons	364427946	Conference Choir Music for HS Choir	193.99
JW Pepper & Sons	364433190	marching band music	360.99
JW Pepper & Sons	364434358	Fall Concert Music and Choir Folders	264.23
Total JW Pepper & Sons			819.21
KCAV	33601	Boxlight 75" IFP TV (6 tvs)	16,500.00
Total KCAV			16,500.00
Knopik, Barbara	Sept 2022 Tuition	Scholarship Tuition Reimbursement	1,125.00
Total Knopik, Barbara			1,125.00
KSB School Law	12468	Legal Services	225.00
Total KSB School Law			225.00
Larry's Collections	2012	DOT Drug Screens	187.50
Total Larry's Collections			187.50
Lee Enterprises	Sept 2022-0001	Advertising-Legals	233.35
Total Lee Enterprises			233.35
Matheson Tri-Gas	0026162083	welding supplies	139.89
Total Matheson Tri-Gas			139.89
Menards	46384	Elem Playground fence repair	18.29
Menards	46722	Misc general maintenance supplies	294.87
Menards	46835	Fast set concrete mix	23.52
Menards	46874	Shop supplies - Nott	17.92
Menards	47186	Misc general maintenance supplies	64.05
Menards	47483	Misc general maintenance supplies	141.10

Vendor Name	Invoice Number	Description	Amount
Menards	47548	Misc general maintenance supplies	276.45
Menards	47915	Shop class supplies	44.90
Menards	48029	Cement	29.33
Total Menards			<u>910.43</u>
Mid-American Research Chemical	0770426-IN	Bacterizer QT (2)	321.76
Total Mid-American Research Chemical			<u>321.76</u>
MINDEN CHAMBER OF COMMERCE	Sept 2022	Parade fees	60.00
Total MINDEN CHAMBER OF COMMERCE			<u>60.00</u>
NE Assoc for Curriculum, Instruction & Assessment	Sept 2022	Membership dues - Beberniss	25.00
NE Assoc for Curriculum, Instruction & Assessment	Sept 2022 #2	Fall Retreat in Nebraska City	200.00
Total NE Assoc for Curriculum, Instruction & Assessment			<u>225.00</u>
NE ASSOC OF SCHOOL BOARDS	10565-s8d6p9	NAEP Membership-L Paulsen	35.00
NE ASSOC OF SCHOOL BOARDS	10684-D3T0R8	NASB Area Board Meeting - Kearney	385.00
Total NE ASSOC OF SCHOOL BOARDS			<u>420.00</u>
NE COUNCIL OF SCHOOL ADMIN	73225	NASES Fall Conference - Parker-Evans	150.00
Total NE COUNCIL OF SCHOOL ADMIN			<u>150.00</u>
NE FIRE SPRINKLER	8885	Quarterly Inspection	185.00
Total NE FIRE SPRINKLER			<u>185.00</u>
NE TRUCK CENTER, INC	254584	2011 Blue Bird Bus Full Service+Repairs	1,631.26
NE TRUCK CENTER, INC	254612	2015 Bus Full Service and Repairs	2,234.37
NE TRUCK CENTER, INC	256219	2009 Thomas Bus Repairs	1,071.98
Total NE TRUCK CENTER, INC			<u>4,937.61</u>
Nebraska Ag Ed Association	Sept 2022	New Member Dues - Abbey Hadenfeldt	180.00
Total Nebraska Ag Ed Association			<u>180.00</u>
Nebraska Central Equipment	0170074-IN	Reservoir washerm w.pump - bus part	76.30
Nebraska Central Equipment	0170134-IN	Full service 2021 bus	105.00
Nebraska Central Equipment	0170135-IN	2013 Bus Repairs	1,624.85
Nebraska Central Equipment	0170217-IN	2014 bus repairs	1,522.20
Nebraska Central Equipment	0170219-IN	2017 Bus Repairs	1,159.58
Nebraska Central Equipment	0170225-IN	2017 Bus Repairs	400.23
Total Nebraska Central Equipment			<u>4,888.16</u>
Nebraska Science Olympiad	Sept 2022	Registration Fee for Science Olympiad	200.00
Total Nebraska Science Olympiad			<u>200.00</u>
NRCSA	Sept 2022	22-23 NRCSA Membership Dues	850.00
Total NRCSA			<u>850.00</u>
Odeys	123288	Field Paint	1,354.00
Total Odeys			<u>1,354.00</u>
OneSource	2115-20220831	Background check	15.00
Total OneSource			<u>15.00</u>

Vendor Name	Invoice Number	Description	Amount
Pathway Insurance	Sept 2022-0001	Property Insurance/Work Comp	10,226.56
Total Pathway Insurance			10,226.56
PLANK ROAD PUBLISHING INC.	23-800988	Music K-8 subscription	182.45
Total PLANK ROAD PUBLISHING INC.			182.45
Platte Valley Communications	82200416	Payment 1 of 3, School Radios	3,300.00
Platte Valley Communications	Sept 2022-0001	Service-Bus repeater	1,012.79
Total Platte Valley Communications			4,312.79
PROQUEST LLC	70747598	CulturegramsSIRS Researcher/Discoverer	1,520.41
Total PROQUEST LLC			1,520.41
Robinson, Bev	Sept 2022-0001	SPED Mileage Reimbursement	927.50
Total Robinson, Bev			927.50
Robinson, Lanny	Sept 2022-0001	SPED TransportatioMileage Reimbursement	1,084.38
Total Robinson, Lanny			1,084.38
Roth, Ashlyn	Sept 2022 Tuition	Scholarship Tuition Reimbursement	750.00
Total Roth, Ashlyn			750.00
Ruhl, Ryan	Mileage 09-2022	Mileage Reimb May-Aug 2022	580.00
Total Ruhl, Ryan			580.00
S.E. Smith & Sons	656563	22-23 Year Shop Class Supplies	22.45
Total S.E. Smith & Sons			22.45
Sam's Club/Synchrony Bank	08.16.2022	Electric Pencil Sharpeners (4)	63.22
Sam's Club/Synchrony Bank	8.13.2022	Sams Club - Staff snacks	211.91
Sam's Club/Synchrony Bank	8.3.22	CELP After School Snacks	135.50
Total Sam's Club/Synchrony Bank			410.63
Simon, Kristin	Sept 2022 Tuition	Scholarship Tuition Reimbursement	1,125.00
Total Simon, Kristin			1,125.00
Sports Facility Maintenance	691	South Gym Repairs	11,078.50
Total Sports Facility Maintenance			11,078.50
State Glass Inc.	293322	Glass repair	120.47
Total State Glass Inc.			120.47
Trumler, Jenifer	Sept 2022 Tuition	Scholarship Tuition Reimbursement	375.00
Total Trumler, Jenifer			375.00
UNIVERSITY OF NE KEARNEY	Sept 2022	parade fees	45.00
Total UNIVERSITY OF NE KEARNEY			45.00
US Bank	BSNSports8.8.22	Staff Apparel Order	331.45
US Bank	CairoBow8.11.22	New Employee Orientation Lunch	162.44
US Bank	ConsolidatedConc8.12	Concrete-front Elem Sidewalk	669.01
US Bank	FbAdJuly2022	Fb Ad - HS Secretary Job Opening	99.77

Vendor Name	Invoice Number	Description	Amount
US Bank	GallupStrength8.10	Gallup Strengthfinders Staff Training	1,199.40
US Bank	Grammarly8.6.2022	Grammarly Annual Subscription-Ruhl	139.95
US Bank	KerryGrocery	Office/Custodial Lunch	85.15
US Bank	OldChicago8.16.22	Meeting Lunch - 8.16.22, Superintendent	16.23
US Bank	The Vault8.13.2022	In service all staff meal (BF and Lunch)	1,228.00
US Bank	UNKEarlyChild	UNK Early Childhood Conference	40.00
US Bank	WW19999495	Collect/Publish student work online	96.00
US Bank	ZonesofRegulatinTrng	Zones of Regulation Basic Training	110.00
Total US Bank			<u>4,177.40</u>
Van Horn, Leo	Sept 2022 Tuition	Scholarship Tuition Reimbursement	1,125.00
Total Van Horn, Leo			<u>1,125.00</u>
Van Pelt, Joshua	Sept 2022 Tuition	Scholarship Tuition Reimbursement	1,125.00
Total Van Pelt, Joshua			<u>1,125.00</u>
Village of Cairo	Sept 2022-0001	Service-water	1,045.15
Total Village of Cairo			<u>1,045.15</u>
Wal-Mart	8.14.2022	Snacks for HS lounge.	160.42
Total Wal-Mart			<u>160.42</u>
Wex Bank	82232502-0003	Monthly Transportation Fuel	352.17
Total Wex Bank			<u>352.17</u>
WHITEFOOT MARKET, INC.	August 2022	100 Pulled Pork Meals - In service 8-15	1,200.00
Total WHITEFOOT MARKET, INC.			<u>1,200.00</u>
Wilkins Architecture Design Planning	5076	Architect Services-Facility Planning	126.95
Total Wilkins Architecture Design Planning			<u>126.95</u>
Windstream	Sept 2022-0001	Telephone-Long Distance	29.56
Total Windstream			<u>29.56</u>
Fund Number 01			<u>131,332.62</u>
Checking Account ID 1			<u>131,332.62</u>

Detail Check Register

Checking Account: 2

Depreciation Fund

Check Number: 136	Check Type: Check	Check Date: 08/29/2022	Vendor: PONYEXPRES	Pony Express Chevrolet	Check Total:	86,000.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
775231/775244	08/29/2022		2019 Chevy Van - 63k miles	02 2900 732 000	43,000.00	
775231/775244	08/29/2022		2019 Chevy Van - 54k miles	02 2900 732 000	43,000.00	
Check Number: 137	Check Type: Check	Check Date: 08/31/2022	Vendor: DOSTKRIS	Kristi Dostal	Check Total:	16,500.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
2019KawasakiMule	08/31/2022		2019 Kawasaki Mule	02 2900 732 000	16,500.00	
Check Number: 1000	Check Type: Check	Check Date: 09/12/2022	Vendor: PROTRACK	Pro Track and Tennis, Inc.	Check Total:	36,960.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
2154	09/08/2022		Down Payment for Summer Track Resurface	02 2900 450 000	36,960.00	

*Denotes Expensed Invoice Item

Checking Account ID: 2

Total without Voids: 139,460.00

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

09/09/2022 09:01 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
6422	IDEA Arp Part B	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6423	IDEA PART B ARP PROPORTIONATE SHARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6700	Fed Voc & Applied Tech Ed (Carl Perkins)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6967	TITLE IV, PART A	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6969	Title IVA-SSAE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6992	REAP	0.00	7,767.05	7,767.05	0.00	(7,767.05)	0.00	(7,767.05)
6994	Homeless	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6996	School Emergency Relief	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6997	ESSER II (COIVID RELIEF)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6998	ESSER III Cares Act	0.00	4,870.41	4,870.41	0.00	(4,870.41)	0.00	(5,711.06)
8000	TRANSFERS (OUTGOING)	0.00	0.00	0.00	0.00	0.00	840.65	0.00
01	General Fund	0.00	676,758.67	676,758.67	0.00	(676,758.67)	29,020.78	(705,779.45)
General Fund, September 2021		8,346,095.00	738,032.31	738,032.31	8.84	7,608,062.69	0.00	7,608,062.69

Expenditure Report by Function/Object - Detail

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
06	Hot Lunch Fund								
3100	Food Service Operations								
06 3100 110 001	Salaries Non-Instructional Staff	0.00	0.00	6,982.12	0.00	(6,982.12)	0.00	0.00	(6,982.12)
06 3100 110 002	Salaries Non-Instructional Staff	0.00	0.00	8,533.69	0.00	(8,533.69)	0.00	0.00	(8,533.69)
110	Salaries Non-Instructional Staff	0.00	0.00	15,515.81	0.00	(15,515.81)	0.00	0.00	(15,515.81)
06 3100 130 001	Overtime Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 130 002	Overtime Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130	Overtime Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 150 001	Addtl Compensation Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
150	Addtl Compensation Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 210 001	Group Insurance Non-Instructional	0.00	0.00	22.50	0.00	(22.50)	0.00	0.00	(22.50)
06 3100 210 002	Group Insurance Non-Instructional	0.00	0.00	27.50	0.00	(27.50)	0.00	0.00	(27.50)
210	Group Insurance Non-Instructional	0.00	0.00	50.00	0.00	(50.00)	0.00	0.00	(50.00)
06 3100 220 001	Social Security Non-Instructional	0.00	0.00	530.33	0.00	(530.33)	0.00	0.00	(530.33)
06 3100 220 002	Social Security Non-Instructional	0.00	0.00	647.98	0.00	(647.98)	0.00	0.00	(647.98)
220	Social Security Non-Instructional	0.00	0.00	1,178.31	0.00	(1,178.31)	0.00	0.00	(1,178.31)
06 3100 230 001	Retirement Non-Instructional	0.00	0.00	513.40	0.00	(513.40)	0.00	0.00	(513.40)
06 3100 230 002	Retirement Non-Instructional	0.00	0.00	627.44	0.00	(627.44)	0.00	0.00	(627.44)
230	Retirement Non-Instructional	0.00	0.00	1,140.84	0.00	(1,140.84)	0.00	0.00	(1,140.84)
06 3100 237 001	Increased Retirement Contributions	0.00	0.00	176.30	0.00	(176.30)	0.00	0.00	(176.30)
06 3100 237 002	Increased Retirement Contributions	0.00	0.00	215.48	0.00	(215.48)	0.00	0.00	(215.48)
237	Increased Retirement Contributions	0.00	0.00	391.78	0.00	(391.78)	0.00	0.00	(391.78)
06 3100 350 001	Technical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 350 002	Technical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	Technical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 431 001	Non Tech Repairs	0.00	0.00	1,293.49	0.00	(1,293.49)	0.00	1,702.94	(2,996.43)
06 3100 431 002	Non Tech Repairs	0.00	0.00	1,220.65	0.00	(1,220.65)	0.00	1,702.94	(2,923.59)
431	NON-TECHNOLOGY RELATED REPAIRS & MAINTEN	0.00	0.00	2,514.14	0.00	(2,514.14)	0.00	3,405.88	(5,920.02)
06 3100 570 001	Food Service Management	0.00	0.00	109,440.25	0.00	(109,440.25)	0.00	0.00	(109,440.25)
06 3100 570 002	Food Service Management	0.00	0.00	83,260.28	0.00	(83,260.28)	0.00	0.00	(83,260.28)
570	Food Service Management	0.00	0.00	192,700.53	0.00	(192,700.53)	0.00	0.00	(192,700.53)
06 3100 610 001	General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	44.74	(44.74)
06 3100 610 002	General Supplies	0.00	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	0.00	44.74	(44.74)
06 3100 733 001	Furniture and Fixtures	0.00	0.00	12,581.35	0.00	(12,581.35)	0.00	0.00	(12,581.35)
06 3100 733 002	Furniture and Fixtures	0.00	0.00	12,469.00	0.00	(12,469.00)	0.00	0.00	(12,469.00)
733	Furniture and Fixtures	0.00	0.00	25,050.35	0.00	(25,050.35)	0.00	0.00	(25,050.35)
06 3100 739 001	Other Equipment	0.00	3,691.85	9,834.10	0.00	(9,834.10)	0.00	53.34	(9,887.44)
06 3100 739 002	Other Equipment	0.00	3,894.25	10,036.50	0.00	(10,036.50)	0.00	0.00	(10,036.50)
739	Other Equipment	0.00	7,586.10	19,870.60	0.00	(19,870.60)	0.00	53.34	(19,923.94)
06 3100 810 001	Dues and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 810 002	Dues and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
810	Dues and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 890 001	Miscellaneous Expenses	0.00	228.92	1,405.29	0.00	(1,405.29)	0.00	0.00	(1,405.29)
06 3100 890 002	Miscellaneous Expenses	0.00	175.00	700.46	0.00	(700.46)	0.00	28.95	(729.41)
890	Miscellaneous Expenses	0.00	403.92	2,105.75	0.00	(2,105.75)	0.00	28.95	(2,134.70)
3100	Food Service Operations	0.00	7,990.02	260,518.11	0.00	(260,518.11)	0.00	3,532.91	(264,051.02)
06	Hot Lunch Fund	0.00	7,990.02	260,518.11	0.00	(260,518.11)	0.00	3,532.91	(264,051.02)

Expenditure Report by Function/Object - Detail

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
Grand Total:		0.00	7,990.02	260,518.11	0.00	(260,518.11)	0.00	3,532.91	(264,051.02)

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Outstanding AP	Balance Change	Balance
05 704 0101	ACTIVITIES	(21,496.93)	26,021.50	5,687.41	0.00	0.00	(41,831.02)
05 704 0102	SPIRIT SQUAD	6,171.26	195.40	487.24	0.00	0.00	6,463.10
05 704 0103	FOOTBALL	1,620.94	844.37	4,785.00	0.00	0.00	5,541.57
05 704 0104	GIRLS BASKETBALL	2,191.24	0.00	0.00	0.00	0.00	2,191.24
05 704 0105	BOYS BASKETBALL	2,897.12	0.00	0.00	0.00	0.00	2,897.12
05 704 0106	VOLLEYBALL	2,317.22	642.60	0.00	0.00	0.00	1,674.62
05 704 0107	CROSS COUNTRY / TRACK	2,241.71	0.00	0.00	0.00	0.00	2,241.71
05 704 0108	DANCE	(425.45)	0.00	0.00	0.00	0.00	(425.45)
05 704 0109	GOLF	(154.36)	0.00	0.00	0.00	0.00	(154.36)
05 704 0110	WRESTLING	7,192.34	432.00	240.00	0.00	0.00	7,000.34
05 704 0111	Girls Softball	1,617.02	384.75	0.00	0.00	0.00	1,232.27
05 704 0112	BOYS BASEBALL	(1,051.95)	0.00	0.00	0.00	0.00	(1,051.95)
05 704 0217	CLASS OF 2017	40.00	0.00	0.00	0.00	0.00	40.00
05 704 0221	Class of 2021	861.39	0.00	0.00	0.00	0.00	861.39
05 704 0222	Class of 2022	38.97	0.00	0.00	0.00	0.00	38.97
05 704 0223	Class of 2023	2,286.25	1,200.80	0.00	0.00	0.00	1,085.45
05 704 0224	Class of 2024	2,109.95	0.00	0.00	0.00	0.00	2,109.95
05 704 0301	ACCELERATED READER	265.80	0.00	0.00	0.00	0.00	265.80
05 704 0302	ART	463.62	0.00	0.00	0.00	0.00	463.62
05 704 0303	BOOKFAIR	1,260.36	0.00	0.00	0.00	0.00	1,260.36
05 704 0304	DUNLAP GRANTS	(10,542.03)	10,200.00	0.00	0.00	0.00	(20,742.03)
05 704 0306	GREENHOUSE	10,645.27	0.00	0.00	0.00	0.00	10,645.27
05 704 0307	COURTESY FUND	95.42	21.98	0.00	0.00	0.00	73.44
05 704 0308	BAND	3,522.17	147.49	378.50	0.00	0.00	3,753.18
05 704 0309	PRESCHOOL	(6,945.14)	3,430.00	1,025.23	0.00	0.00	(9,349.91)
05 704 0310	REVOLVING FUND	1,290.58	0.00	0.00	0.00	0.00	1,290.58
05 704 0311	SHOP	4,292.99	0.00	0.00	0.00	0.00	4,292.99
05 704 0312	STUCCO SCHOLARSHIPS	102.70	0.00	0.00	0.00	0.00	102.70
05 704 0313	GENERAL CONCESSIONS	18,059.38	3,688.16	0.00	0.00	0.00	14,371.22
05 704 0314	WOODS	583.27	0.00	0.00	0.00	0.00	583.27
05 704 0315	HELPING HANDS - ELEM	809.65	0.00	0.00	0.00	0.00	809.65
05 704 0316	FACULTY FUND	3,005.81	0.00	2,034.20	0.00	0.00	5,040.01
05 704 0317	ELEM COURTESY	188.01	0.00	0.00	0.00	0.00	188.01
05 704 0318	SPANISH CLUB	9.14	0.00	0.00	0.00	0.00	9.14
05 704 0320	Strength & Conditioning	(1,425.84)	0.00	126.72	0.00	0.00	(1,299.12)
05 704 0321	Centura Wellness	9.31	0.00	0.00	0.00	0.00	9.31
05 704 0325	BACK PACK PROGRAM	24,305.88	0.00	400.00	0.00	0.00	24,705.88
05 704 0400	FFA	29,676.75	0.00	724.09	0.00	0.00	30,400.84
05 704 0401	YEARBOOK	5,347.83	0.00	0.00	0.00	0.00	5,347.83
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	4,819.87	0.00	0.00	0.00	0.00	4,819.87
05 704 0405	SPEECH	1,369.88	0.00	0.00	0.00	0.00	1,369.88
05 704 0406	DRAMA - One Act	2,098.87	175.00	0.00	0.00	0.00	1,923.87
05 704 0407	ELEMENTARY STUDENT COUNCIL	1,041.42	0.00	0.00	0.00	0.00	1,041.42
05 704 0408	FBLA	558.00	0.00	0.00	0.00	0.00	558.00
05 704 0409	FCCLA	1,166.68	0.00	0.00	0.00	0.00	1,166.68
05 704 0410	MEDIA CLASS	2,046.55	0.00	0.00	0.00	0.00	2,046.55
05 704 0411	FFA SCHOLARSHIPS	1,650.00	0.00	0.00	0.00	0.00	1,650.00
05 704 0412	MIXED CHORUS	3,593.94	0.00	0.00	0.00	0.00	3,593.94
05 704 0413	NHS	745.13	0.00	0.00	0.00	0.00	745.13
05 704 0415	STUDENT COUNCIL	4,166.00	0.00	0.00	0.00	0.00	4,166.00
05 704 0416	TECHNOLOGY	585.57	0.00	0.00	0.00	0.00	585.57
05 704 0502	INTEREST	26,425.30	0.00	0.00	0.00	0.00	26,425.30
05 704 0503	MONEY MARKET	286.82	0.00	1.03	0.00	0.00	287.85
05 704 0600	24/7 Student Insurance	8,964.41	0.00	0.00	0.00	0.00	8,964.41
	Fund Total: 05	153,020.09	47,384.05	15,869.42	0.00	0.00	121,505.46

Invoice Listing - Summary

Vendor ID	Vendor Name	Invoice Number	Description	Invoice Date	Check Date	Checking Account ID	Check Number	CC	Invoice Amount
ACKLES1	Ackles, Kilee	8/13/22	SB Officials for Jamboree Game	08/13/2022	08/12/2022		24760		50.00
APPLEINC	APPLE INC.	A120481472	ipads for 3rd grade.	07/30/2022	08/18/2022		24771		8,200.00
BSNSPORTSI	BSN Sports Inc	917667392	Youth Football Camp Shirts	07/26/2022	08/12/2022		24761		468.18
BSNSPORTSI	BSN Sports Inc	917724502	Camp T-shirts	08/02/2022	08/18/2022		24772		642.60
CENTNESOD	Central Nebraska Sod Supply	18569	6000sq.ft sod for prek playground	08/02/2022	08/12/2022		24762		1,930.00
DUSH	Dush, Jerome	8/29/22	V VB Official Tr. vs. LC & DT	08/29/2022	08/29/2022		24793		165.00
FADER	FADER, NOAH	20220823	JV & V VB Official vs. Holdrege	08/29/2022	08/23/2022		24779		165.00
FEENEY	FEENEY, KIRK	8/29/22	JV & V VB Official vs Central City	08/29/2022	08/29/2022		24794		330.00
GIBBONPUBL	GIBBON PUBLIC SCHOOL	8/29/22	XC Entry Fee @ Gibson	08/29/2022	08/29/2022		24795		90.00
GRABOWSKI2	GRABOWSKI, JORDYN	8/29/22	JV VB Official ALC vs DT	08/29/2022	08/29/2022		24796		65.00
HARBER	Harber, Kellee	20220819	Usborn Pre-K Book Order	08/19/2022	08/19/2022		24778		600.00
HARDERSDOZ	Harders Dozer and Scraper Work LLC	7/23/22	Fuel and Labor for Prek Playground proje	07/23/2022	08/12/2022		24763		990.00
HAVEL1	HAVEL, JERRY	8/29/22	V VB Official Tr. vs LC & DT	08/29/2022	08/29/2022		24797		165.00
HOBBLOBB	HOBBY LOBBY STORES, INC.	1133968608	Gift for Scott /Diana	07/31/2022	08/12/2022		24764		21.98
JENSENPUBL	JENSEN PUBLISHING, INC	20220818	Huskerland Prep Report	08/18/2022	08/18/2022		24773		46.00
KURTZER	Kurtzer, Debra	8/25/22	V VB Official Fee vs. Holdrege	08/25/2022	08/25/2022		24790		165.00
LEACH	LEACH, BILL	8/29/22	JV & V Official Fee for SB vs Holdrege	08/29/2022	08/29/2022		24798		160.00
LOUSSPORTI	Lou's Sporting Goods	ANCT57783-AXX02	Softball Socks & Pants	08/23/2022	08/23/2022		24780		384.75
LOUPLATTEC	LouPlate Conference	8/29/22	Meal Fee For LPC Meeting	08/29/2022	08/29/2022		24799		120.00
MCCOLEON	McConnell, Leon	8/29/22	JV VB Official for ALC vs DT	08/29/2022	08/29/2022		24800		65.00
MINDENHIGH	MINDEN HIGH SCHOOL	20220823	Play entry fee due by Sept. 15th	08/23/2022	08/23/2022		24781		175.00
MORITZ	MORITZ, Todd	20220818	V SB Official Fee vs Minden & FB	08/18/2022	08/18/2022		24774		240.00
MORITZ	MORITZ, Todd	8/29/22	JV & V Official Fee for SB vs Hastings C	08/29/2022	08/29/2022		24801		160.00
NEPRINTING	NE Printing LLC	1108	T-SHIRTS FOR BOYS WRESTLING CLINIC	07/31/2022	08/12/2022		24765		192.00
NEPRINTING	NE Printing LLC	1109	T-SHIRTS FOR GIRLS WRESTLING CLINIC	07/31/2022	08/12/2022		24765		240.00
NEBRASKAHA	Nebraska Hall of Fame	20220818	HOF Gate Rem for SB Jamboree game - Off	08/13/2022	08/18/2022		24775		208.00
NEBRASKAPR	Nebraska PrintWorks, LLC	20220823	Senior Banners	08/23/2022	08/23/2022		24782		1,200.80
NUJT	Nuit, Mel	8/29/22	JV & V Official Fee for SB vs Holdrege	08/29/2022	08/29/2022		24802		160.00
ONEIL	O'Neil, Ryan	08/25/2022	Add. JV & V SB Official Fee	08/25/2022	08/25/2022		24792		80.00
ONEIL	O'Neil, Ryan	20220823	JV & V SB Official vs. Kearney Catholic	08/23/2022	08/23/2022		24783		80.00
PEPSIBEVER	PEPSI BEVERAGES	20600910 & 20600909	Concession Stand Pop Order	08/12/2022	08/12/2022		24766		3,410.16
PFLANZ	PFLANZ, ALYSE	20220818	V SB Official Fee vs Minden & FB	08/18/2022	08/18/2022		24776		240.00
PFLANZ	PFLANZ, ALYSE	8/29/22	JV & V Official Fee for SB vs Hastings C	08/29/2022	08/29/2022		24803		160.00
POPCOUNCO	POPCORN COUNTY USA	00041070	Popcorn, Oil & Salt for Concessions	08/24/2022	08/29/2022		24804		278.00
RIDDELLALL	RiddellAll American Sports Corp.	951578948	Reconditioning helmets	08/18/2022	08/18/2022		24777		2,147.00
RIDDELLALL	RiddellAll American Sports Corp.	951586380	New helmets from Riddell to replace JH	08/18/2022	08/18/2022		24777		10,119.95
RIDDELLALL	RiddellAll American Sports Corp.	951655747	Decals for football helmets	08/18/2022	08/18/2022		24777		376.19

Invoice Listing - Summary

Vendor ID	Vendor Name	Invoice Number	Description	Invoice Date	Check Date	Checking Account ID	Check Number	CC	Invoice Amount
ROGERSATHL	Rogers Athletic Co	150856	Football Pyjams	08/04/2022	08/12/2022		24767		513.55
RSCHOOLTOD	rSchoolToday (RST) (Distributed Website Corp)	79498	VNN App	08/23/2022	08/23/2022		24784		1,595.00
SAMSCULB	Sam's Club/Synchrony Bank	000362	Cheer Retreat Snacks	08/22/2022	08/12/2022		24768		77.70
SAMSCULB	Sam's Club/Synchrony Bank	000408	Movie Night	08/22/2022	08/12/2022		24768		117.70
SCHACHER	SCHACHER, SHELBY	08/25/2022	Add. JV & V SB Official Fee	08/25/2022	08/25/2022		24791		80.00
SCHACHER	SCHACHER, SHELBY	20220823	JV & V SB Official vs. Kearney Catholic	08/23/2022	08/23/2022		24785		80.00
SCHULLER	Schuller, Jodie	20220823	JV & V VB Official Fee vs Holdrege	08/23/2022	08/23/2022		24786		165.00
SCOREVISIO	ScoreVision, LLC	205208	ScoreVision Fees	08/01/2022	08/29/2022		24805		8,000.00
STPAULHS	ST PAUL HIGH SCHOOL	20220823	V XC Entry Fee @ St. Paul	08/23/2022	08/23/2022		24787		47.00
STPAULHS	ST PAUL HIGH SCHOOL	8/29/22	Girls Golf Entry Fee @ St. Paul	08/29/2022	08/29/2022		24806		80.00
TAMISTEEST	Tami's Tees & Things	100	T-Shirts	08/18/2022	08/23/2022		24788		200.00
USBANK	US Bank	2474	NCA Menn & Clinic Fee for Kirk Chalewski	07/25/2022	08/12/2022		24769		115.00
WAYNEHIGH	WAYNE HIGH SCHOOL	20220823	SB Tour. Entry Fee @ Wayne	08/23/2022	08/23/2022		24789		80.00
WILES	Wiles, Mary	8/13/22	SB Officials for Jamboree Game	08/12/2022	08/12/2022		24770		50.00
YANDMUSI	Yandas Music & Pro Audio	603055	reeds, oil, sticks	08/08/2022	08/29/2022		24807		147.49

Report Total: 45,549.05

VOIDED CHECK = -165.00

+ 45,384.05

ADJUSTMENT = 2000.00

47,384.05

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	18,710.30	5,434,903.00	94.60	310,097.00
01 1115	Carline Taxes	10,000.00	0.00	12,517.84	125.18	(2,517.84)
01 1120	Public Power Dist Sales Tax	25,000.00	0.00	30,698.48	122.79	(5,698.48)
01 1125	Motor Vehicle Taxes	200,000.00	17,346.17	264,576.55	132.29	(64,576.55)
01 1140	PENALTIES & INTEREST ON TAXES	3,000.00	82.36	20,842.87	694.76	(17,842.87)
01 1510	Interest on Investments	1,400.00	206.52	2,138.51	152.75	(738.51)
01 1740	Student Fees	3,000.00	5,550.00	8,200.00	273.33	(5,200.00)
01 1800	REVENUE FROM COMMUNITY SERVICES ACTIVITIES	0.00	4,045.00	4,045.00	0.00	(4,045.00)
01 1911	Local License Fees	5,500.00	400.00	12,231.98	222.40	(6,731.98)
01 1925	Other Grants	130,000.00	0.00	37,729.25	29.02	92,270.75
01 1990	Miscellaneous Local Revenue	3,000.00	2,223.88	22,447.81	748.26	(19,447.81)
	Subtotal: LOCAL RECIEPTS	6,125,900.00	48,564.23	5,850,331.29	95.50	275,568.71
01 2110	County Fines and License Fees	18,000.00	1,701.37	15,599.63	86.66	2,400.37
01 2210	ESU Receipts	100.00	0.00	350.00	350.00	(250.00)
	Subtotal: COUNTY AND ESU RECEIPTS	18,100.00	1,701.37	15,949.63	88.12	2,150.37
01 3110	State Aid	235,000.00	0.00	255,670.00	108.80	(20,670.00)
01 3120	Special Education-School Age	230,000.00	0.00	275,481.00	119.77	(45,481.00)
01 3125	SPED Transportation-School Age	0.00	0.00	382.00	0.00	(382.00)
01 3130	Homestead Exemption	0.00	24,645.05	89,093.57	0.00	(89,093.57)
01 3131	Property Tax Credit	0.00	0.00	436,952.08	0.00	(436,952.08)
01 3180	Pro-Rate Motor Vehicle	14,000.00	199.66	17,679.18	126.28	(3,679.18)
01 3400	State Apportionment	50,000.00	0.00	55,249.49	110.50	(5,249.49)
01 3500	Other State Categorical Programs	15,000.00	0.00	0.00	0.00	15,000.00
01 3512	Distance Education Incentive Payments	0.00	0.00	844.28	0.00	(844.28)
01 3535	High Ability Learners	4,000.00	0.00	3,644.00	91.10	356.00
01 3575	Extended Learning	1,000.00	(1,505.00)	0.00	0.00	1,000.00
01 3990	Other State Receipts	4,000.00	0.00	0.00	0.00	4,000.00
	Subtotal: STATE RECEIPTS	553,000.00	23,339.71	1,134,995.60	205.24	(581,995.60)
01 4309	HEAD START	0.00	0.00	24,000.00	0.00	(24,000.00)
01 4310	REAP	41,000.00	0.00	41,555.00	101.35	(555.00)
01 4421	IDEA Part-B (611) ARP	0.00	0.00	4,575.00	0.00	(4,575.00)
01 4422	IDEA Preschool (619) ARP	0.00	0.00	1,727.00	0.00	(1,727.00)
01 4505	Title I-Part A ESSA	74,000.00	43,927.00	105,257.00	142.24	(31,257.00)
01 4509	Title II-Part A ESSA	12,000.00	0.00	24,104.00	200.87	(12,104.00)
01 4512	IDEA PART B BASE ALLOCATION	155,000.00	0.00	0.00	0.00	155,000.00
01 4516	IDEA PART B PRESCHOOL	0.00	0.00	4,219.00	0.00	(4,219.00)
01 4518	IDEA Part B (611) Base/EP	137,756.00	128,556.00	266,312.00	193.32	(128,556.00)
01 4521	IDEA Non-Public	6,000.00	0.00	0.00	0.00	6,000.00
01 4525	Federal Vocational (Carl Perkins)	3,000.00	750.00	1,491.52	49.72	1,508.48
01 4708	MEDICAID IN PUBLIC SCHOOLS	7,000.00	0.00	27,094.85	387.07	(20,094.85)
01 4969	TITLE IV, PART A	0.00	0.00	10,000.00	0.00	(10,000.00)
01 4997	ESSER II - CARES ACT	166,056.00	6,386.00	200,862.00	120.96	(34,806.00)
01 4998	ESSER III	0.00	153,466.00	207,111.00	0.00	(207,111.00)
	Subtotal: FEDERAL RECEIPTS	601,812.00	333,085.00	918,308.37	152.59	(316,496.37)
01 5301	INSURANCE ADJUSTMENTS	4,500.00	14,338.08	20,503.08	455.62	(16,003.08)
	Subtotal: NON-REVENUE RECEIPTS	4,500.00	14,338.08	20,503.08	455.62	(16,003.08)
	Fund Total:	7,303,312.00	421,028.39	7,940,087.97	108.72	(636,775.97)

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	0.00	175.22	0.00	(175.22)
	Subtotal: LOCAL RECIEPTS	0.00	0.00	175.22	0.00	(175.22)
02 5200	Fund Transfers In	0.00	14.72	150,014.72	0.00	(150,014.72)
	Subtotal: NON-REVENUE RECEIPTS	0.00	14.72	150,014.72	0.00	(150,014.72)
	Fund Total:	0.00	14.72	150,189.94	0.00	(150,189.94)

Fund: 06 Hot Lunch Fund

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
06 1510	Interest on Investments	0.00	0.00	194.25	0.00	(194.25)
06 1611	Daily Sales-Student Lunches	0.00	0.00	4,752.54	0.00	(4,752.54)
06 1612	Daily Sales-Student Breakfast	0.00	0.00	458.36	0.00	(458.36)
06 1620	Daily Sales-Non Reimb	0.00	0.00	11,424.59	0.00	(11,424.59)
06 1990	Miscellaneous Local Revenue	0.00	0.00	8,732.95	0.00	(8,732.95)
	Subtotal: LOCAL RECIEPTS	0.00	0.00	25,562.69	0.00	(25,562.69)
06 3150	State Reimbursement (Nutrition Programs)	0.00	0.00	1,016.60	0.00	(1,016.60)
	Subtotal: STATE RECEIPTS	0.00	0.00	1,016.60	0.00	(1,016.60)
06 4210	State-Federal Nutrition Programs	0.00	0.00	303,748.69	0.00	(303,748.69)
	Subtotal: FEDERAL RECEIPTS	0.00	0.00	303,748.69	0.00	(303,748.69)
	Fund Total:	0.00	0.00	330,327.98	0.00	(330,327.98)

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	814.17	236,435.82	0.00	(236,435.82)
08 1115	Carline Taxes	0.00	0.00	544.73	0.00	(544.73)
08 1120	Public Power Dist Sales Tax	0.00	0.00	1,343.98	0.00	(1,343.98)
08 1140	PENALTIES & INTEREST ON TAXES	0.00	3.58	540.91	0.00	(540.91)
08 1510	Interest on Investments	0.00	28.83	285.73	0.00	(285.73)
08 1920	Contributions & Donations	0.00	0.00	39,500.00	0.00	(39,500.00)
08 1990	Miscellaneous Local Revenue	0.00	0.00	1,150.00	0.00	(1,150.00)
Subtotal: LOCAL RECIEPTS		0.00	846.58	279,801.17	0.00	(279,801.17)
08 3130	Homestead Exemption	0.00	1,072.46	4,209.42	0.00	(4,209.42)
08 3131	Property Tax Credit	0.00	0.00	19,014.54	0.00	(19,014.54)
08 3180	Pro-Rate Motor Vehicle	0.00	8.69	766.59	0.00	(766.59)
Subtotal: STATE RECEIPTS		0.00	1,081.15	23,990.55	0.00	(23,990.55)
Fund Total:		0.00	1,927.73	303,791.72	0.00	(303,791.72)

Revenue Summary Report

Processing Month: 08/2022

User ID: LCP

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	7,303,312.00	422,970.84	8,724,397.61	119.46	(1,421,085.61)

**Treasurer's Report for the 2021-22 School Year
as of August 31, 2022**

General Fund

Beginning Balance		\$1,508,194.58	
Aug Income		\$421,028.39	
Aug Expenses		(\$550,905.72)	< (\$550,905.72) Aug expenditures
Aug Adjustments	<i>*3 voided checks ></i>	\$918.67	Aug Pre-pay
Ending Balance		<u>\$1,379,235.92</u>	<u>(\$550,905.72)</u>

Cash Found In:

Balance Per Bank	\$1,380,775.00
Outstanding Checks	(\$1,539.08)
Adjustments	
Total	<u>\$1,379,235.92</u>

General Fund CD's

#7842	\$189,950.34
#15608	\$156,366.84
#45419	\$107,850.06
#45435	\$108,067.54
#42936	\$170,517.98
#881244	\$255,836.69
Total	<u>\$988,589.45</u>

Building Fund

Beginning Balance	\$341,138.21
Aug Income	\$1,927.73
Aug Expenses	(\$8,445.99)
Aug Adjustments	
Ending Balance	<u>\$334,619.95</u>

Cash Found In:

Checking Acct.	\$334,619.95
Outstanding Checks	\$0.00
Total	<u>\$334,619.95</u>

Depreciation Fund

Beginning Balance	\$173,318.06
Aug Income	\$14.72
Aug Expenses	(\$102,500.00)
Ending Balance	<u>\$70,832.78</u>

Cash Found In:

Checking Acct.	\$173,332.78
Outstanding Checks	(\$102,500.00)
Total	<u>\$70,832.78</u>

Unemployment Fund

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

Cash Found In:

Checking Acct	\$17,019.63
Outstanding Checks	\$0.00
Total	<u>\$17,019.63</u>

Student Fees

Beginning Balance	\$1,200.25
Aug Income	\$3,000.00
Aug Expenses	<u>\$0.00</u>
Ending Balance	<u><u>\$4,200.25</u></u>

Cash Found In:

Checking Acct.	<u>\$4,200.25</u>
Total	<u><u>\$4,200.25</u></u>

Activity Accounts

Beginning Balance	\$153,020.09
Aug Income	\$15,869.42
Aug Expenses	<u>(\$47,384.05)</u>
Aug Adjustments	
Ending Balance	<u><u>\$121,505.46</u></u>

Cash Found In:

Checking Acct.	\$136,909.00
Outstanding Checks	<u>(\$15,403.54)</u>
Total	<u><u>\$121,505.46</u></u>

(Total includes Statement balance + MM/CDs)

Lunch Account

Beginning Balance	\$163,649.41
Aug Income	\$9,924.69
Aug Expenses	<u>(\$7,990.02)</u>
Aug Adjustments	
Ending Balance	<u><u>\$165,584.08</u></u>

Cash F Checking Acct.	<u>\$165,646.36</u>
Outstanding Checks	<u>(\$62.28)</u>
Total	<u><u>\$165,584.08</u></u>

2022-2023 BUDGET ADOPTED									
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	NECESSARY CASH RESERVE (Column 8)	TOTAL REQUIREMENTS (Col 7 + Col 8) (Column 9)
General	4,271,346.00	5,660,852.00	5,920,000.00	11,580,852.00	1,275,000.00	8,083,854.00	9,358,854.00	2,221,998.00	11,580,852.00
Depreciation	224,659.00	349,659.00		349,659.00			349,659.00		349,659.00
Employee Benefit	17,264.00	17,264.00		17,264.00			17,264.00		17,264.00
Contingency	-	-		-			-		-
Activities	152,013.00	442,363.00		442,363.00			442,363.00		442,363.00
School Nutrition	290,830.00	543,680.00		543,680.00			543,680.00		543,680.00
Bond	-	-		-			-		-
Special Building	444,571.00	583,021.00	220,000.00	803,021.00			803,021.00		803,021.00
Qualified Capital Purpose Undertaking	-	-		-			-		-
Cooperative	-	-		-			-		-
Student Fee	840.00	840.00		840.00			840.00		840.00
TOTAL ALL FUNDS	5,399,523.00	7,597,679.00	6,140,000.00	13,737,679.00	1,275,000.00	8,083,854.00	11,515,681.00	2,221,998.00	13,737,679.00

PERSONAL AND REAL PROPERTY TAX RECAP

PERSONAL AND REAL PROPERTY TAXES FROM COLUMN 3 (Line A)	General Fund	Bond Fund(s) Total Of All Bond Funds	Special Building Fund	Qualified Capital Purpose Undertaking Fund
COUNTY TREASURER'S COMMISSION 1% OF TAXES COLLECTED (Line B)	5,920,000.00	-	220,000.00	-
TOTAL PERSONAL AND REAL PROPERTY TAXES (Line A + Line B) (Line C)	5,979,798.00	-	222,222.00	-

CERTIFIED STATE AID	366,773.00	MOTOR VEHICLE TAXES	220,000.00
----------------------------	------------	----------------------------	------------

COUNTY TREASURER'S BALANCE, 9-1-2022			
1,171,346.00	-	60,000.00	-

Levy Limit Compliance

Centura
Schedule B - Levies

NOTE: The Schedule portion below is to determine if the School District has met the levy limitations.

Line No.	General Fund (Column A)	Bond Funds (Column B)	Special Building Funds (Column C)	Qualified Capital Purpose Undertaking Funds (Column D)
1	5,979,798.00	-	222,222.00	-
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13	5,979,798.00	-	222,222.00	-
14	610,780,203	610,780,203	610,780,203	610,780,203
15	0.979043	0.000000	0.035303	0.000000
16	1.015426			

If the total levy on Line 16 is \$1.05, or less, the levy limitation per State Statute Section 77-3442 has been met.

If Total of Line 16 is greater than \$1.05 and you did not hold a successful election to override the levy, you are in violation of the levy lid. The school district must reduce property taxes to meet the levy limitation.

If Total of Line 16 is greater than \$1.05 and you held a successful election to override the levy, which is in effect for the year you must attach a copy of the election ballot and the certified election returns to your budget.

Qualified Capital Purpose Undertaking Fund Levy: A district may only exceed the maximum levy of five and one-fifth cents per one hundred dollars of taxable valuation in any year if (i) the taxable valuation of the district is lower than the taxable valuation in the year in which the district last issued capital purpose undertaking bonds or (ii) such maximum levy is insufficient to meet the annual principal and interest obligations for all capital purpose undertaking bonds. Projects beginning after April 19, 2016 can only have a maximum levy of three cents per one hundred dollars of taxable valuation in any year. (Statute 79-10,110 & 79-10,110.02).

Special Building Fund Levy. Limit on Building Fund levy of 14 cents (Statute 79-10,120)

REMINDER: School districts that have combined levies greater than \$1.20 or the combined levies that exceeded the maximum levy approved at a special election may be subject to petitions for the free holding of territory. Combined levies do not include levies for bonded indebtedness approved by the voters of a school district or levies for the refinancing of such bonded indebtedness.

Voluntary Termination Exclusions

- Line 5 Amounts to pay for current and future sums agreed to be paid by a school district to certificated employees in exchange for a voluntary termination of employment occurring prior to 9/1/17
- Line 6 Amount levied by school district at maximum levy to pay for current and future qualified voluntary termination incentives for certificated teachers pursuant to statute. Payments cannot exceed \$35,000, must be paid within 5 years, will result in savings to the school, were not included in a collective bargaining agreement
- Line 7 Amounts levied by school district at maximum levy to pay for 50% of the current and future sums agreed to be paid to certificated employees in exchange for voluntary termination between 9/1/18 to 9/31/19 as a result of collective bargaining agreement in force on 9/1/17

Levies Expected to be Set by County

NOTE: The Schedule portion below is to assist with the Levy setting process.

Fund	Property Taxes	Valuation	Expected Levy
General Fund	\$ 5,979,798.00	\$ 610,780,203	0.979043
Special Building Fund	\$ 222,222.00	\$ 610,780,203	0.035303
Bond Fund	\$ -	\$ 610,780,203	0.000000
Bond Fund	\$ -	\$ 610,780,203	0.000000
Bond Fund	\$ -	\$ 610,780,203	0.000000
CCP/F Fund	\$ -	\$ 610,780,203	0.000000
CCP/F Fund	\$ -	\$ 610,780,203	0.000000
CCP/F Fund	\$ -	\$ 610,780,203	0.000000
Total	\$ 6,202,020.00	\$ 610,780,203	1.015426

Maintained by Cover

Johnson Controls planned service proposal

Prepared for CENTURA SCHOOL

Customer
CENTURA SCHOOL

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

Agreement Start Date:
10/01/2022

Proposal Date
06/22/2022

Estimate No:
1-1HS67D9R



Partnering with you to deliver value-driven solutions

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

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

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

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

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



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

Executive summary

Planned service proposal for CENTURA SCHOOL

Dear Customer,

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

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

- In this proposal we are offering a service agreement for 1 Year starting 10/01/2022 and ending 09/30/2023.
- The agreement price for first year is \$12,753.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

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

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

Please contact me if you have any questions.

Sincerely,

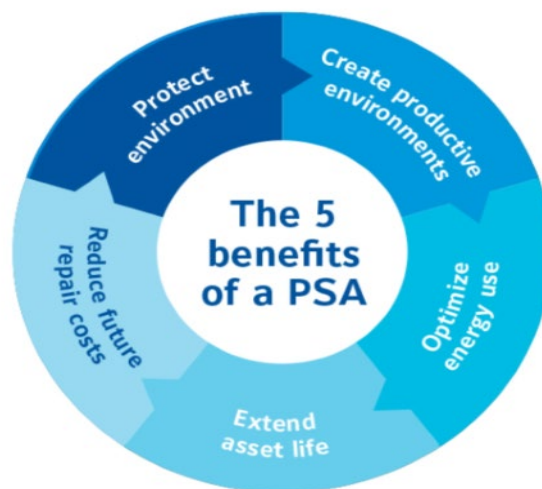
Troy Coulter
Branch Service Manager
(866) 825-8864

The power behind your mission

Benefits of planned service

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

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



1. **Identify energy savings Opportunities**

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

2. **Reduce future repair costs**

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

3. **Extend asset life**

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

4. **Ensure productive environments**

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

5. **Promote environmental health and safety**

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

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

Our partnership

Personalized account management

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

A culture of safety

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

Commitment to customer satisfaction

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

Energy & sustainability

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

The value of integrity

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

Service delivery

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

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

Scheduling

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

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

Emergency services

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

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

Communication

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

Approval process for non-covered items

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

Summary of services and options

Comprehensive and operational inspections

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

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

Chiller Shutdown (Air Cooled)

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

Combustion Analysis

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

Evaporator Coil Cleaning

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

Customer Portal / Service Information Access

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

Summary

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

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

The power behind **your mission**

Planned Service Agreement

Customer Name: CENTURA SCHOOL
Address: 201 HIGHWAY 11 CAIRO, NE 68824-2002
Proposal Date: 06/22/2022
Estimate #: 1-1HS67D9R

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 10/01/2022 and will continue until 09/30/2023 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

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

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$12,753.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, all payments will be due upon receipt. 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: Troy Coulter _____

Signature: _____

Title: Branch Service Manager **Date:** _____

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
-------------------------------	--

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

Quantity: 3 Coverage Level: Basic	Services Provided 2 Operational
Customer Tag (DNU) South Penthouse Air Handler #1 Air Handler / 2 Large Air Handler	Manufacturer Trane
	Model # N/A
	Serial # DO NOT USE THIS ASSE

Product: 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 #

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

Quantity: 5 Coverage Level: Basic	Services Provided 2 Operational
Customer Tag Air Handler / 1 Air Handler / 2 Air Handler / 3 Air Handler / 4 Air Handler / 5	Manufacturer
	Model #
	Serial #

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

Quantity: 63 Coverage Level: Basic	Services Provided 1 Operational
Customer Tag Ceiling Ventilator	Manufacturer
	Model #
	Serial #

CENTURA PUBLIC SCHOOLS

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

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
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

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

CENTURA PUBLIC SCHOOLS	201 HIGHWAY 11 CAIRO, NE 68824-2002
-------------------------------	--

Quantity: 14
Coverage Level: Basic

Services Provided
1 Operational

Customer Tag

Manufacturer

Model #

Serial #

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

Product: Pump, Circulating, 0-10 HP

Quantity: 6
Coverage Level: Basic

Services Provided
1 Operational

Customer Tag

Manufacturer

Model #

Serial #

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

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

Quantity: 2
Coverage Level: Basic

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

Customer Tag

Manufacturer

Model #

Serial #

RTU-1
RTU-2

McQuay International
McQuay International

RPS120CAS-TBC 1-2620-318-3-TBC
RPS120CAS-TBC 1-2620-085-3-TBC

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

Quantity: 4
Coverage Level: Basic

Services Provided
2 Operational

CENTURA PUBLIC SCHOOLS	201 HIGHWAY 11 CAIRO, NE 68824-2002
-------------------------------	--

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

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

Quantity: 1 Coverage Level: Basic	Services Provided 1 Operational
--------------------------------------	---

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

Product: Split System, Cooling Only, <7.5 Tons

Quantity: 3 Coverage Level: Basic	Services Provided 1 Operational (Mid Season - Cooling Only) 1 Condenser Coil Cleaning 1 Cooling Comprehensive
--------------------------------------	---

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

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

Quantity: 1 Coverage Level: Basic	Services Provided 1 Condenser Coil Cleaning 1 Seasonal Shut-down
--------------------------------------	---

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Trane Chiller / 1	Trane	CCUAI206RC51CF4B4C 361ECH	SNL81G26554

Product: Radiation Unit Items

Quantity: 10 Coverage Level: Basic	Services Provided 1 Operational
---------------------------------------	---

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Tube Heater Tube Heater / 1 Tube Heater / 2 Tube Heater / 3			

CENTURA PUBLIC SCHOOLS	201 HIGHWAY 11 CAIRO, NE 68824-2002
-------------------------------	--

Tube Heater / 4
 Tube Heater / 5
 Tube Heater / 6
 Tube Heater / 7
 Tube Heater / 8
 Tube Heater / 9

Product: Unit Heater, Gas Fired, <300000 BTU

Quantity: 4

Coverage Level: Basic

Services Provided

1 Operational
 1 Comprehensive

Customer Tag

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

Manufacturer

Model #

Serial #

Product: Water Heater, Gas, <150GAL

Quantity: 1

Coverage Level: Basic

Services Provided

2 Operational

Customer Tag

Water Heater

Manufacturer

Model #

Serial #

Product: Water Heater, Gas, 150-300GAL

Quantity: 1

Coverage Level: Basic

Services Provided

2 Operational

Customer Tag

Water Heater

Manufacturer

Model #

Serial #

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

Equipment tasking

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

Operational

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

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

Operational

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

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

Operational

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

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

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

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

Operational All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Blow down boiler
Check for proper operation of low and high gas pressure cut-out switches
Check factory supplied gas piping and components for leakage
Check burner for proper sequence of operation
Check flame quality
Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
Check boiler relief valves for leakage
Verify proper operation of low water cut-out control
Check combustion blower motor operation
Check hot water/steam temperature and pressure
Check proper operation of make-up water 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 All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

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

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

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

Operational

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

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

Operational

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

Pump, Circulating, 0-10 HP

Operational

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

Radiation Unit Items

Operational

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

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

Evaporator Coil Cleaning

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

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

Condenser Coil Cleaning

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

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

Gas Heating Comprehensive (with Economizer)

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

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

Operational (Mid Season - Cooling/Heating with Economizer)

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

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

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

Split System, Cooling Only, <7.5 Tons

Condenser Coil
Cleaning

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

Cooling Comprehensive

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

Operational (Mid
Season - Cooling Only)

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

Terminal Product, Unit Ventilator, 500-1000 CFM

Operational

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

Unit Heater, Gas Fired, <300000 BTU

Comprehensive

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

Operational

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

Water Heater, Gas, 150-300GAL

Operational

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

Water Heater, Gas, <150GAL

Operational

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

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

Year	Total Annual Dollar Amount	Payment Frequency
------	----------------------------	-------------------

Special Additions and Exceptions

TERMS AND CONDITIONS
DEFINITIONS (REV 4/22)

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

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

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

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

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

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

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

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

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

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

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

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

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

A. JCI'S SERVICES FOR COVERED EQUIPMENT

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

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

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

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

Johnson Controls **Planned Service Proposal**

Prepared for CENTURA SCHOOL

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

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

B. OUT OF SCOPE SERVICES

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

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

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

D. PAYMENT TERMS; PRICE ADJUSTMENTS

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

Johnson Controls Planned Service Proposal

Prepared for CENTURA SCHOOL

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

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

E. WARRANTIES

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

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

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

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

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

Johnson Controls **Planned Service Proposal**

Prepared for CENTURA SCHOOL

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

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

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

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

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

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

G. INSURANCE

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

H. INDEMNITY

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

I. LIMITATION OF LIABILITY

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

J. FORCE MAJEURE

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

K. RESOLUTION OF DISPUTES

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

L. TERM AND TERMINATION

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

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

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

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

N. CUSTOMER DATA

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

Johnson Controls Planned Service Proposal

Prepared for CENTURA SCHOOL

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

O. JCI'S INTELLECTUAL PROPERTY

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

P. DIGITAL ENABLED SERVICES

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

Q. JCI DIGITAL SOLUTIONS

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

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

R. Privacy.

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

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

Johnson Controls **Planned Service Proposal**

Prepared for CENTURA SCHOOL

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

5. MISCELLANEOUS PROVISIONS

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

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

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

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

Johnson Controls **Planned Service Proposal**

Prepared for CENTURA SCHOOL

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

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

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

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

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

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

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

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

Johnson Controls Planned Service Proposal

Prepared for CENTURA SCHOOL

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

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

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

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

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

CUSTOMER ACCEPTANCE

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

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

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

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

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

YES: Please reference this PO Number: _____

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

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

[END OF DOCUMENT]