

Centura Board of Education Regular Meeting  
Monday, September 9, 2024 6:00 PM  
Centura Board Room  
P.O. Box 430  
Cairo, NE 68824

## **Agenda**

1. Call the meeting to order
2. Pledge of Allegiance and Recognition of Nebraska Open Meetings Act
3. Centura Mission Statement: Centura and its collaborative partners are an innovative community empowering all students to be successful today and in the future.
4. Centura Vision Statement: A community about students, excellence and innovation
5. Roll call - excuse/not excuse board members who are absent
6. Recognition of visitors and public comment per Centura Public Schools Policy No. 2004-12
7. Celebration of Excellence
8. Discuss monthly financial report
9. Approval of Consent Agenda
  - 9.1. Minutes from previous month's meeting(s)
  - 9.2. General Fund Claims - \$727,031.44 (Payroll: \$538,659.49, Payables: \$188,371.95)
  - 9.3. Building Fund Claims - \$28,185.00
10. Information Items: Reports
  - 10.1. Activities Director Report
  - 10.2. Elementary Principal report
  - 10.3. Secondary Principal report
  - 10.4. Superintendent report
  - 10.5. Board President report
  - 10.6. Board Committee report
    - 10.6.1. Facilities, Finance, and Transportation Committee
11. Action Items
  - 11.1. Human Resources
    - 11.1.1. Approval of certified staff resignations
    - 11.1.2. Approval of certified new hires
    - 11.1.3. Approve Centura Education Association as the collective bargaining agent for the 2025-2026 negotiations process.
  - 11.2. Discuss, consider, and potentially approve purchasing exterior door access controls utilizing Safety Grant dollars.
  - 11.3. Discuss, consider, and potentially approve renewal of Johnson Control yearly agreement.
  - 11.4. Discuss, consider, and adopt Policy 4064 Transporting Students in Employee Vehicles.
  - 11.5. Discuss, consider, and approve 2024-2025 Proposed Budgets.
  - 11.6. Discuss, consider, and approve 2024-2025 District Property Tax Request.
12. Discussion/Information Items
  - 12.1. Discuss Johnson Control Performance Plan review.
  - 12.2. Discuss contracting with Wilkins Architecture for long-term facility planning.
  - 12.3. Discuss contracting with Northland Securities for long-term facility planning as a municipal advisor.

13. Next Meeting date and time - October 14, 2024 @ 6:00pm
14. Adjournment

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	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 110 002	Salaries Non-Instructional Staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110	Salaries Non-Instructional Staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 210 002	Group Insurance Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
210	Group Insurance Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 220 001	Social Security Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 220 002	Social Security Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
220	Social Security Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 230 001	Retirement Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 230 002	Retirement Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
230	Retirement Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 237 001	Increased Retirement Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 237 002	Increased Retirement Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
237	Increased Retirement Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 350 001	Technical Services	0.00	0.00	3,800.06	0.00	(3,800.06)	0.00	0.00	(3,800.06)
06 3100 350 002	Technical Services	0.00	0.00	2,605.47	0.00	(2,605.47)	0.00	0.00	(2,605.47)
350	Technical Services	0.00	0.00	6,405.53	0.00	(6,405.53)	0.00	0.00	(6,405.53)
06 3100 431 001	Non Tech Repairs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 431 002	Non Tech Repairs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
431	NON-TECHNOLOGY RELATED REPAIRS & MAINTEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 570 001	Food Service Management	0.00	0.00	122,017.91	0.00	(122,017.91)	0.00	0.00	(122,017.91)
06 3100 570 002	Food Service Management	0.00	0.00	121,616.14	0.00	(121,616.14)	0.00	0.00	(121,616.14)
570	Food Service Management	0.00	0.00	243,634.05	0.00	(243,634.05)	0.00	0.00	(243,634.05)
06 3100 610 001	General Supplies	0.00	0.00	2,952.66	0.00	(2,952.66)	0.00	0.00	(2,952.66)
06 3100 610 002	General Supplies	0.00	0.00	2,800.27	0.00	(2,800.27)	0.00	0.00	(2,800.27)
610	General Supplies	0.00	0.00	5,752.93	0.00	(5,752.93)	0.00	0.00	(5,752.93)
06 3100 733 001	Furniture and Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 733 002	Furniture and Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
733	Furniture and Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 739 001	Other Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 739 002	Other Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
739	Other Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 810 001	Dues and Fees	0.00	175.00	175.00	0.00	(175.00)	0.00	0.00	(175.00)
06 3100 810 002	Dues and Fees	0.00	175.00	175.00	0.00	(175.00)	0.00	0.00	(175.00)
810	Dues and Fees	0.00	350.00	350.00	0.00	(350.00)	0.00	0.00	(350.00)
06 3100 890 001	Miscellaneous Expenses	0.00	287.95	396.58	0.00	(396.58)	0.00	0.00	(396.58)
06 3100 890 002	Miscellaneous Expenses	0.00	0.00	17.40	0.00	(17.40)	0.00	0.00	(17.40)
890	Miscellaneous Expenses	0.00	287.95	413.98	0.00	(413.98)	0.00	0.00	(413.98)
3100	Food Service Operations	0.00	637.95	256,556.49	0.00	(256,556.49)	0.00	0.00	(256,556.49)
06	Hot Lunch Fund	0.00	637.95	256,556.49	0.00	(256,556.49)	0.00	0.00	(256,556.49)

**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	637.95	256,556.49	0.00	(256,556.49)	0.00	0.00	(256,556.49)

Fund: 01

General Fund

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 1100	Taxes Levied by School District	0.00	29,862.68	5,230,061.38	0.00	(5,230,061.38)
01 1115	Carline Taxes	0.00	0.00	11,267.27	0.00	(11,267.27)
01 1125	Motor Vehicle Taxes	0.00	23,737.52	268,226.18	0.00	(268,226.18)
01 1140	PENALTIES & INTEREST ON TAXES	0.00	0.00	464.49	0.00	(464.49)
01 1510	Interest on Investments	0.00	2,916.11	28,733.08	0.00	(28,733.08)
01 1740	Student Fees	0.00	0.00	590.00	0.00	(590.00)
01 1800	REVENUE FROM COMMUNITY SERVICES ACTIVITIES	0.00	2,880.00	15,840.00	0.00	(15,840.00)
01 1911	Local License Fees	0.00	0.00	1,420.00	0.00	(1,420.00)
01 1990	Miscellaneous Local Revenue	0.00	0.00	12,511.93	0.00	(12,511.93)
Subtotal: LOCAL RECIEPTS		0.00	59,396.31	5,569,114.33	0.00	(5,569,114.33)
01 2110	County Fines and License Fees	0.00	3,028.17	30,857.00	0.00	(30,857.00)
01 2210	ESU Receipts	0.00	0.00	604.52	0.00	(604.52)
Subtotal: COUNTY AND ESU RECEIPTS		0.00	3,028.17	31,461.52	0.00	(31,461.52)
01 3110	State Aid	0.00	0.00	993,645.00	0.00	(993,645.00)
01 3120	Special Education-School Age	0.00	0.00	658,770.00	0.00	(658,770.00)
01 3125	SPED Transportation-School Age	0.00	0.00	21,159.00	0.00	(21,159.00)
01 3130	Homestead Exemption	0.00	22,619.21	135,194.80	0.00	(135,194.80)
01 3131	Property Tax Credit	0.00	0.00	488,107.65	0.00	(488,107.65)
01 3180	Pro-Rate Motor Vehicle	0.00	177.64	16,904.92	0.00	(16,904.92)
01 3400	State Apportionment	0.00	0.00	74,419.44	0.00	(74,419.44)
01 3535	High Ability Learners	0.00	0.00	3,907.00	0.00	(3,907.00)
01 3551	Career Education (CTE)	0.00	0.00	7,500.00	0.00	(7,500.00)
01 3599	School Safety/Security Grant	0.00	102,958.00	102,958.00	0.00	(102,958.00)
Subtotal: STATE RECEIPTS		0.00	125,754.85	2,502,565.81	0.00	(2,502,565.81)
01 4309	HEAD START	0.00	0.00	28,000.00	0.00	(28,000.00)
01 4310	REAP	0.00	49,957.00	49,957.00	0.00	(49,957.00)
01 4505	Title I-Part A ESSA	0.00	0.00	61,364.00	0.00	(61,364.00)
01 4509	Title II-Part A ESSA	0.00	0.00	15,004.00	0.00	(15,004.00)
01 4518	IDEA Part B (611) Base/EP	0.00	0.00	185,038.00	0.00	(185,038.00)
01 4521	IDEA Non-Public	0.00	0.00	6,220.00	0.00	(6,220.00)
01 4525	Federal Vocational (Carl Perkins)	0.00	0.00	1,115.00	0.00	(1,115.00)
01 4530	Other Federal Catagorical Receipts	0.00	0.00	62,000.00	0.00	(62,000.00)
01 4708	MEDICAID IN PUBLIC SCHOOLS	0.00	0.00	22,829.71	0.00	(22,829.71)
01 4969	TITLE IV, PART A	0.00	0.00	10,000.00	0.00	(10,000.00)
01 4998	ESSER III	0.00	0.00	6,507.00	0.00	(6,507.00)
Subtotal: FEDERAL RECEIPTS		0.00	49,957.00	448,034.71	0.00	(448,034.71)
01 5690	OTHER NON-REVENUE RECEIPTS	0.00	2,120.00	2,519.89	0.00	(2,519.89)
Subtotal: NON-REVENUE RECEIPTS		0.00	2,120.00	2,519.89	0.00	(2,519.89)
Fund Total:		0.00	240,256.33	8,553,696.26	0.00	(8,553,696.26)

**Revenue Summary Report**

Processing Month: 08/2024

User ID: TOMJSTEP

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	0.00	240,256.33	8,553,696.26	0.00	(8,553,696.26)

# Centura Public Schools

## MONTHLY FINANCIAL REPORT TO THE BOARD

September 2024

General Fund Expenses for September		
	2023-2024	2024-2025
GF Payable	\$198,287.81	\$188,371.95
GF Payroll	\$540,767.24	\$538,659.49
<b>Total</b>	<b>\$739,055.05</b>	<b>\$727,031.44</b>

General Fund Receipts for August		
	2023-2024	2024-2025
State Aid	\$0.00	\$0.00
SPED State Pmt	\$0.00	\$0.00
Buffalo County	\$1,146.60	\$1,530.59
Hall County	\$33,789.23	\$31,697.33
Howard County	\$42,757.33	\$46,091.94
Sherman County	\$738.01	\$105.36
Other Receipts	\$37,031.95	\$160,831.11
<b>Total</b>	<b>\$115,463.12</b>	<b>\$240,256.33</b>

GENERAL FUND			
Three Year Comparison			
EXPENSES			
MONTH	2022-23	2023-24	2024-2025
September	\$629,772	\$739,055	\$727,031
<b>YTD Total</b>	<b>\$629,772</b>	<b>\$739,055</b>	<b>\$727,031</b>
<b>Annual Budget</b>	<b>\$8,282,000</b>	<b>\$9,145,550</b>	<b>\$10,003,717</b>
<b>Budget % Spent</b>	<b>7.60%</b>	<b>8.08%</b>	<b>7.27%</b>

Other Receipts: School Safety Grant \$102,958.00  
 REAP Grant \$49,957.00

\*Do not receive State Aid/SPED Pmt in July/August

GENERAL FUND			
Three Year Comparison			
REVENUE			
MONTH	2021-22	2022-23	2023-24
September	\$1,653,474.97	\$1,386,125.88	\$1,527,019.03
October	\$508,496.83	\$365,036.66	\$365,893.40
November	\$193,223.83	\$363,597.90	\$195,581.90
December	\$118,917.76	\$136,301.04	\$392,528.41
January	\$1,373,744.50	\$1,243,994.23	\$1,340,823.48
February	\$485,691.70	\$657,935.16	\$759,909.13
March	\$352,346.46	\$375,132.71	\$323,589.33
April	\$402,114.90	\$350,706.83	\$424,447.71
May	\$1,843,382.02	\$1,749,125.50	\$2,176,961.83
June	\$501,672.46	\$831,337.67	\$687,633.31
July	\$85,994.15	\$84,274.09	\$119,052.40
August	\$421,028.39	\$115,463.12	\$240,256.33
<b>YTD Total</b>	<b>\$7,940,087.97</b>	<b>\$7,659,030.79</b>	<b>\$8,553,696.26</b>

**Items to Note:**

Apple Financial Service Invoice \$100,051.43  
 Master Lease Purchase Agreement

School Specialty \$6,944.98  
 4th Grade Desk  
 HS Tables



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

09/06/2024 01:52 PM

User ID: TOMJSTEP

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
6998	ESSER III Cares Act	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8000	TRANSFERS (OUTGOING)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01	General Fund	0.00	727,031.44	727,031.44	0.00	(727,031.44)	0.00	5,310.20	(732,341.64)

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

09/06/2024 01:52 PM

User ID: TOMJSTEP

Function Number	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	727,031.44	727,031.44	0.00	(727,031.44)	0.00	5,310.20	(732,341.64)

**Treasurer's Report for the 2023-24 School Year  
as of August 31, 2024**

**General Fund**

Beginning Balance		\$2,194,906.07	
August	Income	\$240,256.33	
August	Expenses	(\$906,595.92) <	\$0.00 Aug expenditures
August	Adjustments		\$0.00 Aug Pre-pay
Ending Balance		\$1,528,566.48	\$0.00

Cash Found In: Balance Per Bank		\$1,536,917.28	
	Outstanding Checks	(\$8,350.80)	
	Adjustments	\$0.00	
	Total	\$1,528,566.48	

**General Fund CD's**

#202828	\$196,161.02	Western Naciona	4.0%. Matures 04-11-2025
#15608	\$158,916.36	Pathway Bank	4.43% Matures 04-19-25
#45419	\$108,769.44	Pathway Bank	4.50% Matures 01-23-25
#45435	\$108,769.45	Pathway Bank	4.50% Matures 01-23-25
#118240	\$178,246.58	Pathway Bank	4.43% Matures 04-11-2025
#881244 (MM)	\$265,335.46	Pathway Bank	2.47% Money Market
Total	\$1,016,198.31		

**Building Fund**

Beginning Balance		\$531,177.99	
August	Income	\$2,951.46	
August	Expenses	\$0.00	
August	Adjustments	\$0.00	
Ending Balance		\$534,129.45	

Cash Found In:			
	Checking Acct.	\$534,129.45	
	Outstanding Checks	\$0.00	
	Total	\$534,129.45	

**Depreciation Fund**

Beginning Balance		\$10,144.20	
August	Income	\$250,051.43	
August	Expenses	\$0.00	
Ending Balance		\$260,195.63	

Cash Found In: Checking Acct.		\$260,195.63	
	Outstanding Checks	\$0.00	
	Total	\$260,195.63	

**Unemployment Fund**

Beginning Balance		\$15,622.39	
August	Income	\$0.00	
August	Expenses	\$0.00	
Ending Balance		\$15,622.39	

Cash Found In:			
	Checking Acct	\$15,622.39	
	Outstanding Checks	\$0.00	
	Total	\$15,622.39	

**Student Fees**

Beginning Balance		\$8,340.25
August	Income	\$0.00
August	Expenses	<u>(\$3,918.60)</u>
Ending Balance		<u><u>\$4,421.65</u></u>

## Cash Found In:

Checking Acct.	<u>\$4,421.65</u>
Total	<u><u>\$4,421.65</u></u>

**Activity Accounts**

Beginning Balance		\$133,713.73
August	Income	\$74,322.83
August	Expenses	<u>(\$62,413.92)</u>
August	Adjustments	
Ending Balance		<u><u>\$145,622.64</u></u>

## Cash Found In:

Checking Acct.	\$68,297.99
CDs	\$72,543.15
Money Market	\$12,352.64
Outstanding Checks	<u>(\$7,571.14)</u>
Total	<u><u>\$145,622.64</u></u>

**Lunch Account**

Beginning Balance		\$128,637.89
August	Income	\$12,315.45
August	Expenses	<u>(\$637.95)</u>
August	Adjustments	
Ending Balance		<u><u>\$140,315.39</u></u>

Cash Found In: Checking Acct.	\$140,545.56
Outstanding Checks	<u>(\$230.47)</u>
Total	<u><u>\$140,315.09</u></u>

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0101	ACTIVITIES	(22,462.56)	46,619.42	58,139.08	0.00	0.00	(10,942.90)
05 704 0102	SPIRIT SQUAD	4,257.40	4,049.75	904.00	0.00	0.00	1,111.65
05 704 0103	FOOTBALL	2,122.28	787.47	4,265.50	0.00	0.00	5,600.31
05 704 0104	GIRLS BASKETBALL	4,296.81	1,059.65	0.00	0.00	0.00	3,237.16
05 704 0105	BOYS BASKETBALL	5,483.73	0.00	0.00	0.00	0.00	5,483.73
05 704 0106	VOLLEYBALL	(17.24)	0.00	0.00	0.00	0.00	(17.24)
05 704 0107	CROSS COUNTRY / TRACK	1,277.52	0.00	306.29	0.00	0.00	1,583.81
05 704 0109	GOLF	267.01	0.00	0.00	0.00	0.00	267.01
05 704 0110	WRESTLING	2,065.66	0.00	0.00	0.00	0.00	2,065.66
05 704 0111	Girls Softball	23.17	0.00	1,056.00	0.00	0.00	1,079.17
05 704 0112	BOYS BASEBALL	883.61	0.00	0.00	0.00	0.00	883.61
05 704 0113	Girls Wrestling	445.47	0.00	0.00	0.00	0.00	445.47
05 704 0217	CLASS OF 2017	0.00	0.00	0.00	0.00	0.00	0.00
05 704 0222	Class of 2022	38.97	0.00	0.00	0.00	0.00	38.97
05 704 0223	Class of 2023	1,893.49	0.00	0.00	0.00	0.00	1,893.49
05 704 0224	Class of 2024	1,774.78	0.00	0.00	0.00	0.00	1,774.78
05 704 0225	Class of 2025	942.96	0.00	80.00	0.00	0.00	1,022.96
05 704 0226	Class of 2026	2,665.32	0.00	170.00	0.00	0.00	2,835.32
05 704 0227	Class of 2027	0.00	0.00	280.00	0.00	0.00	280.00
05 704 0228	Class of 2028	0.00	0.00	100.00	0.00	0.00	100.00
05 704 0229	Class of 2029	0.00	0.00	135.00	0.00	0.00	135.00
05 704 0230	Class of 2030	0.00	0.00	90.00	0.00	0.00	90.00
05 704 0231	Class of 2031	0.00	0.00	40.00	0.00	0.00	40.00
05 704 0300	FUND BALANCE	2,500.00	0.00	0.00	0.00	0.00	2,500.00
05 704 0301	ACCELERATED READER	265.80	0.00	0.00	0.00	0.00	265.80
05 704 0302	ART	236.05	0.00	0.00	0.00	0.00	236.05
05 704 0303	BOOKFAIR	1,142.79	0.00	0.00	0.00	0.00	1,142.79
05 704 0304	DUNLAP GRANTS	(20,596.70)	0.00	0.00	0.00	0.00	(20,596.70)
05 704 0306	GREENHOUSE	11,442.59	0.00	0.00	0.00	0.00	11,442.59
05 704 0307	COURTESY FUND	599.81	0.00	0.00	0.00	0.00	599.81
05 704 0308	BAND	6,497.58	0.00	(9.62)	0.00	0.00	6,487.96
05 704 0309	PRESCHOOL	(4,225.00)	0.00	0.00	0.00	0.00	(4,225.00)
05 704 0310	REVOLVING FUND	1,169.98	0.00	0.00	0.00	0.00	1,169.98
05 704 0311	SHOP	2,692.37	0.00	0.00	0.00	0.00	2,692.37
05 704 0312	STUCO SCHOLARSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
05 704 0313	GENERAL CONCESSIONS	8,234.82	665.62	545.00	0.00	0.00	8,114.20
05 704 0314	WOODS	1,439.07	0.00	0.00	0.00	0.00	1,439.07
05 704 0315	HELPING HANDS - ELEM	1,352.77	0.00	0.00	0.00	0.00	1,352.77
05 704 0316	FACULTY FUND	4,445.66	3,576.69	0.00	0.00	0.00	868.97
05 704 0317	ELEM COURTESY	100.56	0.00	0.00	0.00	0.00	100.56

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0318	SPANISH CLUB	41.14	0.00	0.00	0.00	0.00	41.14
05 704 0319	Robotics	(454.09)	0.00	60.00	0.00	0.00	(394.09)
05 704 0320	Strength & Conditioning	1,109.12	0.00	89.00	0.00	0.00	1,198.12
05 704 0321	Centura Wellness	3,006.38	0.00	0.00	0.00	0.00	3,006.38
05 704 0322	Computer Fee	0.00	0.00	6,105.00	0.00	0.00	6,105.00
05 704 0323	Library	1,000.00	0.00	0.00	0.00	0.00	1,000.00
05 704 0325	BACK PACK PROGRAM	16,471.99	0.00	0.00	0.00	0.00	16,471.99
05 704 0400	FFA	27,835.34	4,050.00	1,425.00	0.00	0.00	25,210.34
05 704 0401	YEARBOOK	1,271.24	1,147.04	30.00	0.00	0.00	154.20
05 704 0403	ALUMNI	24.00	0.00	0.00	0.00	0.00	24.00
05 704 0404	CBI	4,819.87	0.00	0.00	0.00	0.00	4,819.87
05 704 0405	SPEECH	1,622.45	0.00	0.00	0.00	0.00	1,622.45
05 704 0406	DRAMA - One Act	2,984.01	0.00	0.00	0.00	0.00	2,984.01
05 704 0407	CHARACTER COUNCIL - ELEMENTARY	900.11	0.00	0.00	0.00	0.00	900.11
05 704 0408	FBLA	(236.95)	0.00	420.00	0.00	0.00	183.05
05 704 0410	MEDIA CLASS	1,754.10	0.00	0.00	0.00	0.00	1,754.10
05 704 0411	FFA SCHOLARSHIPS	1,800.00	0.00	0.00	0.00	0.00	1,800.00
05 704 0412	MIXED CHORUS	2,792.64	0.00	0.00	0.00	0.00	2,792.64
05 704 0413	NHS	217.82	0.00	80.00	0.00	0.00	297.82
05 704 0415	STUDENT COUNCIL	3,204.47	0.00	0.00	0.00	0.00	3,204.47
05 704 0416	TECHNOLOGY	535.57	0.00	0.00	0.00	0.00	535.57
05 704 0502	INTEREST	29,861.14	0.00	0.00	0.00	0.00	29,861.14
05 704 0503	MONEY MARKET	474.16	0.00	12.58	0.00	0.00	486.74
05 704 0600	24/7 Student Insurance	8,964.41	0.00	0.00	0.00	0.00	8,964.41
Fund Total: 05		133,255.45	61,955.64	74,322.83	0.00	0.00	145,622.64

## 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 Regular Meeting Minutes  
District #47-0100 – Howard County Nebraska  
Monday, August 12, 2024 6:00 PM  
Centura High School; Cairo, NE**

**Attendance Taken at 6:00 PM. Present: Justin Caspersen, Sandra Davis, Teresa Grabowski, Mark Johnson, Will Kemptar, Todd Nitsch.**

**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 Davis called the meeting to order at 6:00 pm.

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

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

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

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

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

**6. Recognition of visitors and public comment per Centura Public Schools Policy No. 2004-12**

No patrons present wished to address the school board.

**7. Celebration of Excellence**

Centura is welcoming 7 new staff members this fall. Secondary Principal Melissa Beberniss presented our new staff members and the extra duty roles they are taking on.

**8. Discuss monthly financial report**

**9. 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, Mark Johnson: Yea, Will Kemptar: Yea, Todd Nitsch: Yea

Yea: 6, Nay: 0

**9.1. Minutes from previous month's meeting(s)**

**9.2. General Fund Claims - \$656,635.92 (Payroll: \$511,996.91, Payables: \$144,639.01)**

AGRICULTURAL SERVICES, INC. 152.25, Amazon Capital Services 8,087.70, AS Central Services 267.63, Beberniss, Melissa 62.31, Black Hills Energy 732.87, Blacktop Chiropractic 65.00, Blick Art Materials 1,642.26, Brown, Laethion 194.64, Central Nebraska Community Action Partnership, Inc 1,441.61, Centurylink 142.46, Column Software PBC 19.20, Comfort Inn 259.90, Eakes Office Solutions 7,815.44,

Ecolab 121.02, ESU #10 1,569.66, ESU COORDINATING COUNCIL 139.50, Fairfield by Marriott 404.85, FLINN SCIENTIFIC, INC 745.52, Gustave A. Larson Company 929.52, Hamilton 74.26, Heartland Disposal 732.26, HOLIDAY EXPRESS 12,492.48, Home Depot Pro 1,875.43, Howard Greely RPPD 8,315.90, IXL Learning 7,650.00, Jackson Services, Inc. 250.63, Johnson Controls, Inc. 9,761.00, JourneyEd.com, Inc. 500.00, KSB School Law 102.00, Lee Enterprises 400.80, Menards 587.69, NE COUNCIL OF SCHOOL ADMIN 1,105.00, NE TRUCK CENTER, INC 238.50, Paper101 2,760.80, Pathway Insurance 11,996.82, Phillips, Becky 60.00, PlanbookEdu LLC 361.00, Platte Valley Communications 673.10, PRIME COMMUNICATIONS, INC. 3,729.33, Protex Central, Inc. 491.90, Quadient Leasing 323.73, Really Good Stuff, LLC 60.85, S.E. Smith & Sons 86.95, SCHOOL SPECIALTY 821.80, Sequel Bookshop LLC, The 380.50, Stepanek Plumbing 1,172.00, Tomjack, Ashley 155.33, ULINE, INC. 2,550.91, US Bank 4,057.81, Vernier Software & Technology, LLC 1,124.94, Village of Cairo 399.27, Wex Bank 482.79, Wrage, Kiley 402.52, Zivaro, Inc 167.37

## **10. Information Items: Reports**

### **10.1. Activities Director report**

Dean of Students/Activities Director Laethion Brown presented the Activities Director Report. Topics included conditioning week, the first official day of practice, and a new athletic trainer. The first official contest will be the softball jamboree on August 19th.

### **10.2. Elementary Principal report**

Elementary Principal Janet Brown presented the Elementary Principal's Report. Topics included Mandt training, open house, family groups pilot program, and the first day of school.

### **10.3. Secondary Principal report**

Secondary Principal Melissa Beberniss presented the Secondary Principal's Report. Topics included what the experience will look like for our students, this year's theme of "Keep it Real" and the first day of school.

### **10.4. Superintendent report**

Superintendent Dr. Ashley Tomjack presented the Superintendent's report. Topics included back-to-school days, open house, and the safety meeting.

### **10.5. Board President report**

Board President Sandra Davis presented the Board President's Report. Topics included the NASB Meeting, board members level, and the staff welcome back.

## **11. Action Items**

### **11.1. Human Resources**

#### **11.1.1. Approval of certified staff resignations**

No motion.

#### **11.1.2. Approval of certified new hires**

No Motion.

#### **11.1.3. Approval of Michelle Arndt and Leanna Pollock's certified staff contracts for the 24-25 school year.**

Motion to approve the contracts for Michelle Arndt and Leanna Pollock. Passed with a motion by Justin Caspersen and a second by Todd Nitsch.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Will

Kemptar: Yea, Todd Nitsch: Yea  
Yea: 6, Nay: 0

**11.1.4. Review, consider, and approve the required staff trainings, as presented, as reasonable in length of time.**

Lawyers recommend passing a resolution showing the district is doing everything to comply with state statutes.

Motion to approve the required staff training, as presented, during the 2024-2025 school year as reasonable and appropriate for the District. Passed with a motion by Teresa Grabowski and a second by Mark Johnson.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Will Kemptar: Yea, Todd Nitsch: Yea  
Yea: 6, Nay: 0

**11.2. Discuss, consider, and potentially approve moving \$250,000 from the General Fund to the Depreciation Fund.**

Superintendent Dr. Ashley Tomjack recommends moving \$250,000 from the General Fund to the Depreciation Fund. Dr. Tomjack recommends earmarking \$150,000 for transportation, \$50,000 for curriculum, and \$50,000 for general maintenance.

Motion to approve moving \$250,000 from the General Fund to the Depreciation Fund earmarked for \$150,000 towards transportation, \$50,000 towards curriculum, and \$50,000 towards furniture. Passed with a motion by Teresa Grabowski and a second by Justin Caspersen.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Will Kemptar: Yea, Todd Nitsch: Yea  
Yea: 6, Nay: 0

**11.3. Discuss, consider, and potentially approve the 2024-2025 contract for the Turf Tank.**

Dean of Students/Activities Director Laethion Brown shared the partnerships and donations he has established for the 2024-2025 school year.

Motion to approve the 24-25 contract for the Turf Tank as presented Passed with a motion by Justin Caspersen and a second by Mark Johnson.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Will Kemptar: Yea, Todd Nitsch: Yea  
Yea: 6, Nay: 0

**11.4. Discuss and consider approving an increase to the school district's property tax request authority by up to an additional 7% above the district's base growth percentage.**

Motion to approve an increase to the school district's property tax request authority by up to an additional 7% above the district's base growth percentage. Passed with a motion by Todd Nitsch and a second by Teresa Grabowski.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Will Kemptar: Yea, Todd Nitsch: Yea  
Yea: 6, Nay: 0

**12. Discussion/Information Items**

**12.1. Discuss the sale of surplus furniture and equipment.**

Superintendent Dr. Ashley Tomjack shared that the district will have a surplus sale next month. The sale will be open on Facebook and will be open for a couple of weeks.

**12.2. Discussion and presentation of short-term and long-term Board of Education financial goals.**

The school board held a financial workshop on Thursday, August 8th. Based on the community feedback, the safety and security of our students was the recurring theme. Short-term and long-term goals regarding transportation, equipment, and facilities were discussed.

**13. Next Meeting date and time - September 9, 2024 at 6:00pm**

There will be a board workshop on August 28th at 4:00 pm. The next regular Board Meeting is September 9th, 2024 at 6:00 pm.

**14. Adjournment**

Motion to adjourn the meeting at 6:42 pm Passed with a motion by Mark Johnson and a second by Will Kemptar.

Justin Caspersen: Yea, Sandra Davis: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Will Kemptar: Yea, Todd Nitsch: Yea

Yea: 6, Nay: 0

**Centura School Board Financial Planning Workshop Minutes  
District #47-0100 – Howard County Nebraska  
Thursday, August 8, 2024 4:00 PM  
Centura High School; Cairo, NE**

**Attendance Taken at 4:00 PM. Present: Justin Caspersen, Sandra Davis, Teresa Grabowski, Mark Johnson, Will Kemptar, Todd Nitsch.**

**1. Call 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 Davis called the meeting to order at 4:00pm.

**2. Roll Call/Excuse board members who are absent**

**3. Recognition of visitors and public comment per Centura Public Schools Policy No. 2004-12**

**4. Discuss and consider short-term and long-term financial goals.**

Based on the community feedback, the safety and security of our students was the recurring theme. Short-term and long-term goals regarding transportation, equipment, and facilities were discussed.

**5. Adjournment**

The meeting adjourned at 7:30 pm.

September 3rd, 2024

Centura School Board,

I am writing this letter on behalf of the Centura Education Association. We ask that the Centura School Board recognize our team of three, as the bargaining agents for the 2025-2026 school year for negotiations. We ask this as our association membership is over 50 percent of our current teaching staff.

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

Thank you for your consideration.

Sincerely yours,



Scott A. Korinek

# Johnson Controls planned service proposal

## Prepared for CENTURA SCHOOL

Customer  
CENTURA SCHOOL

Local Johnson Controls Office  
4829 S 115TH ST  
OMAHA, NE 68137-2366

Agreement Start Date:  
10/01/2024

Proposal Date  
08/27/2024

Estimate No:  
1-1OW0806B



## 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 Ryan,

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

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

- In this proposal we are offering a service agreement for 1 Year starting 10/01/2024 and ending 09/30/2025.
- The agreement price for first year is \$12,967.00; 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,

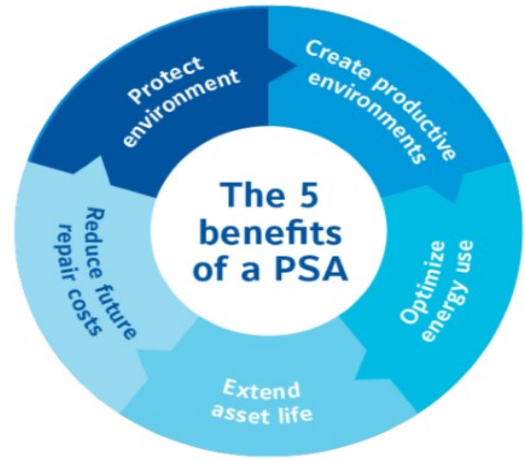
Troy Coulter  
Branch Service Manager  
(866) 825-8864

**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 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: 08/27/2024  
Estimate #: 1-10W0806B

### 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 10/01/2024 and will continue until 09/30/2025 ("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.



**Schedule A - Equipment List**

<b>CENTURA PUBLIC SCHOOLS</b>	<b>201 HIGHWAY 11 CAIRO, NE 68824-2002</b>
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**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  
Aerco Boiler

**Manufacturer**

**Model #**

**Serial #**

**Product: Air Handling Unit (AHU), Return Air, >60 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  
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

**Manufacturer**

**Model #**

**Serial #**

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

- 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
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- Ceiling Ventilator / 32
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- 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

<b>Product: Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP</b>			
Quantity: 14	<b>Services Provided</b>		
Coverage Level: Basic	1 Operational		
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
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**

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

**Manufacturer**

**Model #**

**Serial #**

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

Quantity: 2

Coverage Level: Basic

**Services Provided**

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

**Customer Tag**

RTU-1  
 RTU-2

**Manufacturer**

McQuay International  
 McQuay International

**Model #**

RPS120CAS-TBC  
 RPS120CAS-TBC

**Serial #**

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

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

Quantity: 1

Coverage Level: Basic

**Services Provided**

1 Operational

**Customer Tag**

Shop Dust Separator

**Manufacturer**

**Model #**

**Serial #**

**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

**Customer Tag**

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

**Manufacturer**

**Model #**

**Serial #**

**Product: Radiation Unit Items**

Quantity: 4  
 Coverage Level: Basic

**Services Provided**  
 1 Operational

**Customer Tag**

Tube Heater / 1  
 Tube Heater / 2  
 Tube Heater / 3  
 Tube Heater / 4

**Manufacturer**

**Model #**

**Serial #**

**Product: Unit Heater, Gas Fired, <300000 BTU**

Quantity: 2  
 Coverage Level: Basic

**Services Provided**  
 1 Operational  
 1 Comprehensive

**Customer Tag**

Unit Heater / 1  
 Unit Heater / 2

**Manufacturer**

**Model #**

**Serial #**

**Product: Water Heater, Gas, 150-300GAL**

Quantity: 2  
 Coverage Level: Basic

**Services Provided**  
 2 Operational

**Customer Tag**

Water Heater  
 Water Heater

**Manufacturer**

**Model #**

**Serial #**

**Product: Chiller, Air Cooled, Scroll, 61-100 Tons**

Quantity: 1  
 Coverage Level: Basic

**Services Provided**  
 1 Condenser Coil Cleaning  
 1 Seasonal Shut-down

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

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**Customer Tag**

YLAA Chiller Use this asset for all records

**Manufacturer**

JCI\_YORK

**Model #**

YLAA0120ZE17XBA/R  
410A

**Serial #**

2GXM012507

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## Equipment tasking

### **Air Handling Unit (AHU), Return Air, >60 HP**

Operational	<ul style="list-style-type: none"><li>All work must be performed in accordance with Johnson Controls safety policies</li><li>Check with appropriate customer representative for operational deficiencies</li><li>Inspect motor mounting isolators</li><li>Check for integrity of cabinet hardware</li><li>Visually inspect damper(s)</li><li>Verify damper operation</li><li>Check condition of pulleys and belts</li><li>Check for proper fan operation</li><li>Check condition of coils</li><li>Check condition of filters</li><li>Record temperatures and pressures (if applicable)</li><li>Check condensate drain</li><li>Visually inspect electrical connections</li><li>Check for unusual noise and vibration</li><li>Check overall condition of unit</li><li>Visually inspect for fluid leaks of coils and connecting piping</li><li>Document tasks performed during visit and report any observations to appropriate customer representative</li></ul>
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### **Boiler, Gas-Fired, Fire Tube, 51-150 HP**

Combustion Analysis	<ul style="list-style-type: none"><li>All work must be performed in accordance with Johnson Controls safety policies</li><li>Check with appropriate customer representative for operational deficiencies</li><li>Perform combustion analysis procedures</li><li>Document tasks performed during visit and report any observations to appropriate customer representative</li></ul>
Operational	<ul style="list-style-type: none"><li>All work must be performed in accordance with Johnson Controls safety policies</li><li>Check with appropriate customer representative for operational deficiencies</li><li>Blow down boiler</li><li>Check for proper operation of low and high gas pressure cut-out switches</li><li>Check factory supplied gas piping and components for leakage</li><li>Check burner for proper sequence of operation</li><li>Check flame quality</li><li>Visually inspect combustion chamber, draft diverter and flue for accumulation of soot</li><li>Check boiler relief valves for leakage</li><li>Verify proper operation of low water cut-out control</li><li>Check combustion blower motor operation</li><li>Check hot water/steam temperature and pressure</li><li>Check proper operation of make-up water valv</li><li>Check overall condition of unit</li><li>Document tasks performed during visit and report any observations to appropriate customer representative</li></ul>

### **Chiller, Air Cooled, Scroll, 61-100 Tons**

Condenser Coil Cleaning	<ul style="list-style-type: none"><li>All work must be performed in accordance with Johnson Controls safety policies</li><li>Check with appropriate customer representative for operational deficiencies</li></ul>
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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  
Check refrigerant charge (sight glass)  
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

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

Season - Cooling Only) 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

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

<b>Year</b>	<b>Total Annual Dollar Amount</b>	<b>Payment Frequency</b>
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### Special Additions and Exceptions

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

**Labor Discount:** 15%

4 hrs of control labor for training maint. staff included

**TERMS AND CONDITIONS**  
**DEFINITIONS (REV 8/23)**

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

**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 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](http://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 shall provide financial information requested by JCI to verify

Customer's ability to pay for goods or Services. If Customer fails to provide financial information or if JCI, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms. 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, 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.

This Agreement is entered into with the understanding that the Services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the Services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. 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 JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JCI's proposal or quotation, to reflect any increase in JCI'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.

If JCI installs or furnishes a piece of equipment under this Agreement, JCI warrants that equipment labeled JCI 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 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, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**K. ONE-YEAR CLAIMS LIMITATION; FORUM; CHOICE OF LAW**

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

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

5. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, 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.

6. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

7. 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 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**

**Digital Enabled Services; Data.** If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

#### **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 [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/generalatos](http://www.johnsoncontrols.com/buildings/legal/digital/generalatos) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

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

#### **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](http://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 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

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

4. 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.

5. 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.

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

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

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

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

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

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

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

available for Internet transmission under this Agreement.

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

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

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

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

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

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

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

of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

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

**6. Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will detect or prevent the events they are intended to help detect or prevent including any burglary, holdup, fire or otherwise ("Detection Events"), or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to Customer's person or property, or the property of others, if such an event occurs. Neither JCI nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to Detection Events, or the consequences therefrom. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose **NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO AN ACT OR OMISSION BY JOHNSON CONTROLS OR A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY. THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, AND REGARDLESS OF LEGAL THEORY, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY OR FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT. IF ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JOHNSON CONTROLS IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JOHNSON CONTROLS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

**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.**

**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.

[END OF DOCUMENT]

## 4064

### Transporting Students in Employee Vehicles

**[NOTE TO BE DELETED: PICK ONE OF THE OPTIONS BELOW IF YOU ADOPT THIS POLICY, AND DELETE THE OTHER]**

**[Option 1]** With the permission of the superintendent, school employees may transport students in the employee's personal vehicle even if those students do not live within the employee's household. School employees who transport students in their personal vehicles and those children do not live within the employee's household must comply with the board's policies on pupil transportation and school vehicle use, including Pupil Transportation Driver Qualification Criteria.

**[Option 2]** School employees shall not use their personal vehicle to transport students except for those students who reside in the employee's own household or if an emergency exists. If an emergency occurs, the employee will contact the administration and parents whenever practicable before providing the emergency transportation.

# 2024-2025 Proposed Budget

Presented for Public Hearing  
Monday, September 9th, 2024  
6:00 p.m.  
Centura School Board Room  
201 N Hwy 11  
Cairo, NE 68824



## **Budgets**

General Fund  
Special Building Fund  
Student Fee Fund  
Depreciation Fund  
Employee Benefit Fund  
School Fund  
Activities Fund

To: Centura Board of Education  
 From: Ashley Tomjack, Superintendent  
 RE: 2024-2025 Proposed Budget

The enclosed budget information includes the requirements of the State of Nebraska Budget Proposal.

The final "Certification of Valuation" arrived on August 19, 2024. The following pages contain the official valuations from each county.

**VALUATIONS**

County	2021	2022	2023	2024
Hall	\$252,484,792.00	\$263,949,333.00	<b>\$282,626,969.00</b>	<b>\$306,124,745.00</b>
Howard	\$296,888,297.00	\$305,292,484.00	<b>\$329,108,044.00</b>	<b>\$343,892,961.00</b>
Sherman	\$10,880,171.00	\$11,342,372.00	<b>\$11,240,887.00</b>	<b>\$12,174,304.00</b>
Buffalo	\$29,003,934.00	\$30,196,014.00	<b>\$32,124,138.00</b>	<b>\$34,006,025.00</b>
<b>Totals</b>	\$589,257,194.00	\$610,780,203.00	\$655,100,038.00	\$696,198,035

Valuations increased 148% since 2009-2010.

Year	VALUATIONS
2009-2010	\$280,218,672
2010-2011	\$305,494,258
2011-2012	\$320,378,532
2012-2013	\$351,937,418
2013-2014	\$389,804,905
2014-2015	\$486,311,528
2015-2016	\$585,712,444
2016-2017	\$597,757,313
2017-2018	\$599,323,750
2018-2019	\$591,350,211
2019-2020	\$584,419,351
2020-2021	\$583,691,612
2021-2022	\$589,257,194
2022-2023	\$610,780,203
2023-2024	\$655,100,038
<b>2024-2025</b>	<b>\$696,198,035</b>

## Taxing Funds

### Historical Levy Rate Information

The General Fund levy has fluctuated from a low of \$.882 in 2017-2018 to \$.9971 in 2014-2015. The district levied \$0.909723 in the General Fund during the 2023-24 fiscal year. Since 2010 the total Levy for all funds fluctuated between \$1.176 to \$.957.

- The 2022-2023 levy rate for the General and Special Building Fund was \$1.015426.
  - *The 2022-2023 levy rate included a General Fund levy rate of \$0.979043 and a Special Building levy rate of \$.036383.*
- The 2023-2024 levy rate for the General and Special Building Fund was \$0.951354.
  - *The 2023-2024 levy rate included a General Fund levy rate of \$0.909723 and a Special Building levy rate of \$0.041631.*

### General Fund

*With 4.32% approval:* The Property Tax request of \$6,060,606.00, requiring a \$0.870529, as proposed for the 2024-2025 budget. The General Fund Levy would decrease. This is a tax decrease in the General Fund of \$101,010.

Year	General Fund Levy	Tax Request
2009-2010	\$0.9887	\$2,770,522
2010-2011	\$0.9232	\$2,820,323
2011-2012	\$1.0310	\$3,303,103
2012-2013	\$1.0313	\$3,629,531
2013-2014	\$1.0266	\$4,001,737
2014-2015	\$0.9971	\$4,849,012
2015-2016	\$0.8916	\$5,222,212
2016-2017	\$0.8833	\$5,279,990
2017-2018	\$0.9329	\$5,591,091
2018-2019	\$0.9797	\$5,793,458
2019-2020	\$0.9914	\$5,793,933
2020-2021	\$0.9941	\$5,802,478
2021-2022	\$0.9848	\$5,803,005
2022-2023	\$0.97904	\$5,979,801
2023-2024	\$0.940651	\$6,161,616
2024-2025	\$0.870529	\$6,060,606

**State Aid**

Centura experienced an increase in State Aid for this budget. State Aid of \$1,096,344 compares to \$993,645 in 23-24. The amount is a difference of \$102,699. The increase allows the budget to lower the General Fund tax asking slightly.

<b>YEAR</b>	<b>State Aid</b>
2014-2015	\$1,121,475
2015-2016	\$344,732
2016-2017	\$304,563
2017-2018	\$305,052
2018-2019	\$395,640
2019-2020	\$364,190
2020-2021	\$288,973
2021-2022	\$255,670
2022-2023	\$366,773
2023-2024	\$993,645
2024-2025	\$1,096,344

### Special Building Fund

The Tax request for the 2023-2024 Building Fund is \$375,508.00, with a tax levy of 0.053852. The number of 0.053852 represents a little over 5 cents on the levy. The current cash balance of the special building fund is \$534,129.45. This money is being used towards short-term goals such as smaller parking lot, roof and pipe repairs as well as potential long-term goals such as larger repairs or facility planning.

<b>Year</b>	<b>BUILDING</b>
2009-2010	\$0.0648
2010-2011	\$0.0999
2011-2012	\$0.0189
2012-2013	\$0.0188
2013-2014	\$0.0233
2014-2015	\$0.0515
2015-2016	\$0.0000
2016-2017	\$0.0989
2017-2018	\$0.0493
2018-2019	\$0.0093
2019-2020	\$0.0216
2020-2021	\$0.0432
2021-2022	\$0.0428
2022-2023	\$0.03638
2023-2024	\$0.01959
2024-2025	\$0.053852

## **Other Non-Taxing Funds**

### **Student Fee Fund**

In previous years, this non-taxing fund was used for student computer fees. Per guidance from NDE, this fund should not be used for that purpose. I propose no longer using this fund for student fees and utilizing the remaining funds of \$4,421.65 to purchase computer bags and other equipment for student computers. Student fees that are collected moving forward will be placed into an Activity Fund account specifically called Computer Fees that will only be used for the purpose of purchasing computer bags and other equipment for student computers.

### **Depreciation Fund**

The proposed budget includes a \$75,000 transfer from the 2024-2025 General Fund to maintain depreciated transportation and a \$25,000 fund for future curricular purchases. Per the Board goals discussed on August 8, 2024, I propose earmarking the transportation money annually for new bus purchases until our fleet is fully operational and well-maintained. (This transfer would satisfy the Board goal of a new route bus in the 2024-2025 and 2025-2026 school years.) The curricular allocation will help offset the costs of curriculum adoptions and renewals over the next decade.

### **Employee Benefit Fund**

The Employee Benefit fund will not require any additional budgeting for the 2024-2025 school year. A balance of \$15,622.39 remains, and it is used for unemployment claims.

### **School Lunch Fund**

In the last few years, Centura's budget has not transferred money into the School Lunch Fund account. Centura's School Lunch Fund sits at \$128,689.37 as of August 1, 2024. Per NDE guidance, this account should include no more than 3 months of operating expenses. Priorities discussed at the August 8, 2024 Board Workshop, included allocating dollars aside to plan ahead for equipment replacements based on end-of-life schedules.

## **Activities Fund**

In the last few years, Centura's budget has transferred funds into the Activity Fund account. The history of transfers to the Activity Fund is included below and was shared at the July 2024 Board Meeting. I recommend budgeting a transfer for \$45,000 to the Activity Fund in Summer 2025.

### ***History of Transfers from the General Fund to the Activity Fund***

- 10/2014 = \$10,000
- 08/2015 = \$10,000
- 08/2016 = \$15,000
- 07/2017 = \$20,000

### ***\*No record showing a transfer in 2018***

- 07/2019 = \$15,000
- 06/2020 = \$13,000
- 03/2021 = \$20,000
- 04/2022 = \$20,000
- 08/2023 = \$50,000
- 07/2024 = \$43,000

## PROPOSED 2024-2025 TAX REQUEST

	2023-2024	2024-2025	Change						
Property Valuations	655,100,038	696,198,035	6%						
<b>2023-2024 Budget Information</b>				<b>2024-2025 Budget Information</b>					
Fund	2023-2024 Operating Budget	2023-2024 Property Tax Request	2023 Tax Rate	Property Tax Rate (2023-2024 Request Divided By 2023 Valuation)	2024-2025 Operating Budget	2024-2025 Proposed Property Tax Request	Proposed 2024 Tax Rate	Change in Tax Rate	Change in Operating Budget
<b>General Fund</b>	9,145,550.00	5,959,596.00	0.909723	0.856020	10,003,717.00	6,060,606.00	0.870529	-4%	9%
<b>Bond Fund(s) K - 12</b>			0.000000	0.000000	-	-	0.000000	#DIV/0!	0
<b>Bond Fund(s) K - 8</b>			0.000000	0.000000			0.000000	#DIV/0!	0
<b>Bond Fund(s) 9 - 12</b>			0.000000	0.000000			0.000000	#DIV/0!	0
<b>Bond Fund</b>			0.000000	0.000000			0.000000	#DIV/0!	0
<b>Special Building Fund</b>	679,327.00	272,727.00	0.041631	0.039174	731,409.00	375,508.00	0.053937	30%	8%
<b>Qualified Capital Purpose Undertaking Fund K - 12</b>			0.000000	0.000000	-	-	0.000000	#DIV/0!	0
<b>Qualified Capital Purpose Undertaking Fund K - 8</b>			0.000000	0.000000			0.000000	#DIV/0!	0
<b>Qualified Capital Purpose Undertaking Fund 9 - 12</b>			0.000000	0.000000			0.000000	#DIV/0!	0
<b>Total</b>	9,824,877.00	6,232,323.00	0.951354	0.895194	10,735,126.00	6,436,114.00	0.924466	-3%	9%

## PROPOSED 2024-2025 BUDGET

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve (4)	Total Available Resources Before Property Taxes (5)	Total Personal and Real Property Tax Requirement (7)
	2022-2023 (1)	2023-2024 (2)	2024-2025 (3)			
General	\$ 7,857,521.00	\$ 7,980,000.00	\$ 10,003,717.00	\$ 2,000,000.00	\$ 6,003,717.00	\$ 6,060,606.00
Depreciation	\$ 36,960.00	\$ 124,658.00	\$ 360,605.00		\$ 360,605.00	
Employee Benefit	\$ -	\$ 1,500.00	\$ 15,520.00	\$ -	\$ 15,520.00	
Contingency	\$ -	\$ -	\$ -		\$ -	
Activities	\$ 350,178.00	\$ 340,000.00	\$ 721,624.00	\$ -	\$ 721,624.00	
School Nutrition	\$ 299,576.00	\$ 255,920.00	\$ 418,655.00	\$ -	\$ 418,655.00	
Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Building	\$ 407,563.00	\$ 400,000.00	\$ 731,409.00		\$ 359,656.00	\$ 375,508.00
Qualified Capital Purpose Undertaking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	
Student Fee	\$ -	\$ 4,000.00	\$ 6,320.00	\$ -	\$ 6,320.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTALS</b>	<b>\$ 8,951,798.00</b>	<b>\$ 9,106,078.00</b>	<b>\$ 12,257,850.00</b>	<b>\$ 2,000,000.00</b>	<b>\$ 7,886,097.00</b>	<b>\$ 6,436,114.00</b>
				Bond Purposes	Non-Bond Purposes	Total
Breakdown of Property Tax				\$ -	\$ 6,436,114.00	\$ 6,436,114.00