

## **Agenda**

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
  - 2.1. Call the Meeting to Order
  - 2.2. Roll Call
  - 2.3. Excuse Board Members Who Are Absent
3. Approval of Agenda
4. Recognition of Visitors/Communications from the Public
5. Reports
  - 5.1. AD's Report
  - 5.2. Student Representative Report
  - 5.3. Principals Reports
    - 5.3.1. Elementary Report
    - 5.3.2. MS/HS Report
  - 5.4. Superintendent's Report
  - 5.5. Board Reports
6. Action Items
  - 6.1. Consent Agenda
    - 6.1.1. Approval of the Previous Meeting's Minutes
    - 6.1.2. Treasurer's Report
    - 6.1.3. Payment of general fund claims in the amount of \$452,751.47
    - 6.1.4. Payment of special building fund claims in the amount of \$0.00
  - 6.2. Consider, discuss and take all necessary action on
    - 6.2.1. Consider, discuss and take all necessary action on substitute teacher pay for 2021-22.
    - 6.2.2. Consider, discuss and take all necessary action on ESU 7 Special Education Services contract for 2021-22.
    - 6.2.3. Consider, discuss, and take all necessary action to review and approve classified staff wages for the 2021-2022 school year.
    - 6.2.4. Consider, discuss and take all necessary action on renewing Control Services HVAC maintenance contract for 2021-22.
    - 6.2.5. Consider, discuss and take all necessary action on Garratt/Callahan Boiler treatment contract.
    - 6.2.6. Consider, discuss, and take all necessary action to approve a contract with Central Nebraska Therapy for PT and OT services.
    - 6.2.7. Consider, discuss, and take all necessary action to approve the purchase of 35 Mac laptops for replacement of dated computers.
    - 6.2.8. Consider, discuss and take all necessary action amending the Middle School/High School Handbook Extracurricular Activity Policy.

- 6.2.9. Consider, discuss, and take all necessary action in accepting Patrick Schiley's resignation at the end of the 2020-2021 school year.
  - 6.2.10. Consider, discuss, and take all necessary action on the resignation of Ryan Dickey from all his duties as of March 19th, 2021
  - 6.2.11. Consider, discuss and take all necessary action on hiring Miranda Ericson as the new Kindergarten Teacher for 2021-22 school year.
7. Next Meeting Dates and Times
  - 7.1. Regular meeting, April 12, 2021, 6:00 PM at the Osceola Middle/High School Media Center.
8. Adjournment

## **Jeffrey Elementary**

March 8, 2021

Brett Webster

- State testing window opens this month.
- MAPs testing will start at the end of April only for grades 1 and 2.
- April 16<sup>th</sup> K round up – 9AM parents report to lunchroom students to Kindergarten.
- April 16<sup>th</sup> Preschool registration – this will be for those entering the 3-year-old program only. 1 – 2 PM.
- Parent Teacher Conference went well.
- Read-A-Thon went really well. Kids have raised a lot of money for the PAC.

PRINCIPAL BOARD REPORT  
MARCH  
MAYNARD MS/HS

- 1.) TESTING WINDOW IS LONGER THIS YEAR. MARCH 22<sup>ND</sup> IS THE START.
- 2.) WORKING TOWARDS MTSS- SARAH AND STUD. HELPERS
- 3.) THANK YOU TO MOLLIE/TASHA AND THE CHEER SQUAD FOR THE WONDERFUL ASSEMBLIES.
- 4.) TRACK IS UNDERWAY!
- 5.) ACT ON APRIL 6<sup>TH</sup> AND ASVAB MARCH 30<sup>TH</sup>
- 6.) BD CONSTRUCTION \$5,000 DONATION OF TOOLS
- 7.) FIRE SQUAD NEEDING TO WAIT DUE TO WIND.
- 8.) OUR SHOP BUILDING DAYCARE FURNITURE IN COOPERATION WITH THE DISTRICT.

ANY QUESTIONS OF ME???

**Board of Education Regular Meeting**  
Middle School/High School Media Center  
565 S. Kimmel Street  
Osceola, NE 68651  
February 8, 2021 @ 6:00 PM

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office on February 4, 2021. Also, the notice for this meeting was published in *The Polk County News* on the same date. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Boruch called the regular meeting to order at 6:01 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Roll Call

Jennifer Boruch:	Present	Daisy Naber:	Present
Jena Mentink:	Present	Michael Neujahr:	Present
Anthony Mestl:	Present	Eric Yungdahl:	Present

Also present, were Superintendent Lavaley, Principal Maynard, Principal Webster, STUCO President Corby Cannon and Debra Berry.

2.3. Excuse Board Members Who Are Absent

There were no board members absent.

3. Approval of Agenda

To approve the agenda as written passed with a motion by Michael Neujahr and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

4. Recognition of Visitors/Communications from the Public

There were no patrons at the meeting.

5. Reports

5.1. AD's Report

Superintendent Jason Lavaley reviewed Activities Director Bob Fuller's written report. He reviewed the numbers of students participating in activities; the hiring of officials for the 2021-2022 school year; and some of NSAA's rules about inclement weather.

5.2. Student Representative Report

There was no student representative report.

### 5.3. Principals Reports

#### 5.3.1. Elementary Report

Principal Brett Webster gave his written and oral report about: the Elementary's Parent-Teacher Conferences are scheduled for Monday, February 22nd; Dr. Seuss Week is March 1st through March 5th; the Elementary School Store fundraiser is doing well; and all of the Elementary students are eating in the new cafeteria.

#### 5.3.2. MS/HS Report

MS/HS Principal Dale Maynard gave his written and oral report about: MAPS testing is done; starting a hybrid MTSS next year in the MS/HS; a huge thank you to the maintenance and custodial staff for working diligently at keeping the school clean and accessible during COVID and the snow; the impact of COVID on teaching and learning has leveled out; an FFA drive is scheduled for Sunday, February 21st; the search to fill positions that are opening has begun; no students at the MS/HS have COVID; the Polk County Spelling Bee is scheduled for Wednesday, February 10th; and state testing is just around the corner.

### 5.4. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: the removal of the house from the property purchased from the Coffin family: the trophy case in the new addition has been constructed; a meeting with BD Construction for finalization of project is being scheduled; the DHM guidelines regarding COVID; updates from NASB are available via the internet; updates of possible budget changes being legislated; purchases are being prioritized due to high costs; COVID vaccinations are being given to school teachers and staff members via a lottery system; the new telephone and bell systems have been installed; and the Superintendent's calendar.

### 5.5. Board Reports

There were no board reports.

## 6. Action Items

### 6.1. Consent Agenda

To approve the consent agenda passed with a motion by Michael Neujahr and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

#### 6.1.1. Approval of the Previous Meeting's Minutes

#### 6.1.2. Treasurer's Report

6.1.3. Payment of general fund claims in the amount of \$867,464.56

6.1.4. Payment of special building fund claims in the amount of \$88,495.34

### 6.2. Consider, discuss and take all necessary action on

6.2.1. Consider, discuss and take all necessary action on adopting the school calendar for 2021-2022 school year

To adopt the 2021-2022 school calendar as proposed passed with a motion by Jena Mentink and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.2. Consider, discuss, and take all necessary action on resolution to adopt updated numbers for accepting option enrollment students in Board Policy 5004 Appendix 1.

To accept the resolution to adopt proposed numbers of option enrollment students for Appendix 1 of Board Policy 5004 as recommended by administration, and to repeal and rescind all existing Board resolutions not set forth in the newly adopted resolution passed with a motion by Jena Mentink and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.3. Consider, discuss and take all necessary action on bid for speech services for 2021-22.

To contract with Therapy Works (a.k.a. Schmidt Speech Language Pathology Services, LLC) from Columbus, NE, for speech services for the 2021-2022 school year passed with a motion by Anthony Mestl and a second by Daisy Naber.

Jena Mentink: Abstain (With Conflict), Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.4. Consider, discuss and take all necessary action on renewing membership to NASB for 2021-22.

To approve to join Nebraska Association of School Boards (NASB) for 2021-2022 school year passed with a motion by Anthony Mestl and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.5. Consider, discuss and take all necessary action on resignation of Carita Willits as an Elementary Para-Educator at the end of 2020-21 school year.

To accept the resignation of Carita Willits as a Para-Educator at the end of the 2020-2021 school year passed with a motion by Anthony Mestl and a second by Michael Neujahr.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

Thank you, Mrs. Willits, for all of your hard, dedication and caring to Osceola Public Schools' students and staff. You will be missed.

6.2.6. Consider, discuss and take all necessary action on Principals' contracts for the 2021-2022 school year.

To approve both MS/HS Principal Dale Maynard's and Elementary Principal's Brett Webster's contracts for the 2021-2022 school year with a 2.5% increase in total package passed with a motion by Anthony Mestl and a second by Michael Neujahr.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.7. Consider, discuss and take all necessary action on the Superintendent's contract for the 2021-2022 school year.

To approve Superintendent Jason Lavaley's contract for the 2021-2022 school year with amendments to the holiday and cell phone provisions passed with a motion by Anthony Mestl and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

To approve Superintendent Jason Lavaley's contract for the 2021-2022 school year with a 2.08% increase passed with a motion by Michael Neujahr and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.8. Consider, discuss and take all necessary action amending the Middle School/High School Handbook Extracurricular Activity Policy.

To approve amending the Middle School/ High School Handbook Extracurricular Activity Policy was tabled with a motion by Jena Mentink and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

## 7. Discussion Items

There were no discussion items.

## 8. Next Meeting Dates and Times

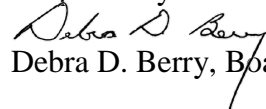
8.1. Regular meeting, March 8, 2021, 6:00 PM at the Osceola Middle/High School Media Center.

## 9. Adjournment

To adjourn meeting at 7:33 PM passed with a motion by Eric Yungdahl and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

Respectfully submitted,



Debra D. Berry, Board Secretary Appointed

**Board Report – Monthly  
GENERAL FUND**

Posted - During Check Cycle; Fund Number 01; Processing Month 03/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
33535	ALLIED 100	DIFIBRILLATOR	1,692.14
33536	BORUCH, TREVOR	SNOW REMOVAL	1,150.00
33537	CENTRAL NEBRASKA REHABILITATION SERVICES	OT-RELATED SERVICES -SA SPED	2,773.35
33538	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	1,603.45
33539	CONTROL SERVICES, INC.	SERVICE CONTRACT	929.16
33540	ESSENTIAL SCREENS	BACKGROUND CHECKS	37.00
33542	ESU #7 PRODUCTION DEPARTMENT	SUPPLIES	539.36
33543	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	10,838.03
33541	ESU #7	IT GLUE	822.47
33544	FRONTIER COOPERATIVE COMPANY	FUEL	2,349.50
33545	GARY'S PLUMBING, LLC	SUPPLIES	93.84
33546	GLUNZ, BRENDA	PSYCHOLOGIST SERVICES	2,057.10
33547	J.W. PEPPER & SON, INC.	MUSIC	45.00
33548	KSB SCHOOL LAW	LEGAL SERVICES	128.00
33549	MATHESON TRI-GAS, INC.	SUPPLIES	33.39
33550	NASB ALICAP	PROPERTY INSURANCES	86,361.00
33551	OPTUM	FLEX PLAN FUNDING	150.00
33552	OSCEOLA PUBLIC SCHOOLS	PRESCHOOL MILK	142.00
33553	POLK COUNTY HEALTH DEPARTMENT	NURSING SERVICES	1,032.50
33554	POLK COUNTY NEWS	PRINTING	143.49
33555	POLK COUNTY RPPD	ELECTRICITY	16,975.87
33556	POSTMASTER	BULK MAILING PERMIT	245.00
33557	PowerSchool Group LLC	GRADE AND ATTENDANCE SOFTWARE	6,884.51
33558	SCHMIDT SPEECH LANGUAGE PATHOLOGY SERVICES, LLC	SPEECH SERVICES	5,658.80
33559	SYMMETRY ENERGY SOLUTIONS, LLC	NATURAL GAS	8,894.52
33560	TRUCK CENTER COMPANIES	PARTS/LABOR	616.54
33561	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	PROPERTY TAX ON COPIER MACHINE/LEASE	<u>321.62</u>
<b>Checking Account Total:</b>			<b>152,517.64</b>

<u>Checking</u>			
	1		
500	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	13.81
503	LINGO COMMUNICATIONS	LONG DISTANCE SERVICE	19.52
502	LINGO COMMUNICATIONS	LONG DISTANCE SERVICE	86.28
499	MG TRUST COMPANY	TSA PAYABLE	640.00
501	OPTUM	FLEX PLAN FUNDING	4,070.45
498	PINNACLE BANK	SAFETY DEPOSIT BOX RENTAL	15.00
497	PLIC - SBD GRAND ISLAND	STD/LTD INSURANCE	864.47
496	PRESTO-X	PEST CONTROL	<u>90.00</u>
<b>Checking Account Total:</b>			<b>5,799.53</b>

Board Report - Monthly

GENERAL FUND

Prepaid Check; Fund Number 01; Processing Month 03/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
2031	BALOUN, DEREK	REIMB. OF VACUUM CLEANER	284.60
2028	MAYNARD, REBEKAH	REIMB OF DAYCARE SUPPLIES	62.04
2007	PINNACLE BANK	MASKS	2,077.12
2030	POSTMASTER	POSTAGE FOR NEWSLETTERS	86.39
2027	QUADIENT FINANCE USA, INC.	POSTAGE	700.00
2029	SCHMIDT SPEECH LANGUAGE PATHOLOGY SERVICES, LLC	SPEECH SERVICES	<u>5,186.30</u>
<b>Checking Account Total:</b>			<b><u>8,396.45</u></b>
<b>TOTAL OF CHECKS &amp; PREPAIDS</b>			<b>166,713.62</b>
<b>TOTAL PAYROLL</b>			<b><u>286,037.85</u></b>
<b>GRAND TOTAL</b>			<b><u><u>452,751.47</u></u></b>

2020-21 Sub Teacher Pay					
School	Updated	Half day	Full day	Long term	Specifics on Long term
B-D	4/27/20	\$60	\$120	\$135	Will update this summer.
Cross County	11-18-20	\$60	\$120	1/185th contract	
Dorchester	11-18-20	\$69	\$137	\$200	1/185th of the base salary per day after 10 consecutive days
E-M	4-28-20	\$65	\$120	\$145	After 10 consecutive days for same teacher, goes to \$145 per day
Nebraska Lutheran					
East Butler	11-18-20	\$68	\$135	\$150	After 10 consecutive days = \$150.
Giltner	2/25/20	\$60	\$120	\$195	After 10 consecutive days = 1/185th of base pay for teacher being subed for.
Hampton	11/18/20	\$60	\$120	\$145	After 10 consecutive days = \$145 a day
High Plains	20-21	\$60	\$120	1/185th	8 consecutive days
McCool Jct	2/25/20	\$55	\$120	\$140	
Meridian	2/25/20	\$60	\$120	\$200	After 10 consecutive days = 90% of 1/185th of base pay
Osceola	<b>2020-21 figures</b>	\$65	\$120	\$160	After 10 consecutive days = 80% of 1/185th of base pay
Shelby-RC	20-21	\$60	\$120	\$197	Starting on Day 16 of consecutive coverage, 1/185th of Base
Shickley					
Average		\$62	\$123	\$167	



# Osceola

If the services your district has projected with ESU 7 for the 21-22 school year. Districts please return to Megan Kassing at ESU7 on or before March 26, 2021. If you have questions please contact Tami Clay.

Building	School Psychology	LMHP	Speech Lang. Pathologist	Vision T11	O & M	Vision Para	Can/Ther Para	Early Intervention	Transition	Book Edition	Resource Coach	Behavior Analyst	Can/Ther Student(s)	Learning Standards	Total Hours
	1002	4071	4091	4036	4048	3001	3001	4093	2012	4024	2002	2015	4012	4021	
Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.60	0.00	0.00	0.00	0.00	0.00	0.00	29.60
0-2 Home	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3552.00	0.00	0.00	0.00	0.00	0.00	0.00	3552.00
Preschool Home	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.60	0.00	0.00	0.00	0.00	0.00	0.00	29.60
Preschool	0.00	0.00	59.20	0.00	0.00	0.00	0.00	177.60	0.00	0.00	0.00	0.00	0.00	0.00	236.80
K-5 Elem	0.00	0.00	5525.00	0.00	0.00	0.00	0.00	21312.00	0.00	0.00	0.00	0.00	0.00	0.00	26844.00
6-8 MS Sec	0.00	0.00	0.00	14.80	0.00	0.00	0.00	0.00	0.00	0.00	74.00	0.00	0.00	0.00	88.80
9-12 HS Sec	0.00	0.00	0.00	1924.00	0.00	0.00	0.00	0.00	0.00	0.00	7030.00	0.00	0.00	0.00	8944.00
Preschool Non-Pub	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Elem Non-Pub	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sec Non-Pub	0.00	0.00	0.00	14.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1490.00	1494.80
Total Hours	0.00	0.00	59.20	1924.00	0.00	0.00	0.00	236.80	29.60	0.00	74.00	0.00	1490.00	0.00	1585.60
FTE	0.00	0.00	0.04	0.02	0.00	0.00	0.00	0.16	0.02	0.00	0.10	0.00	1.00	1.00	2.34
Rate	90.00	85.00	90.00	190.00	130.00	27.00	27.00	120.00	95.00	105.00	95.00	95.00	25.00	30.00	30.00
Per Service Total	0.00	0.00	5,325.00	3,645.00	0.00	0.00	0.00	28,416.00	2,812.00	0.00	14,060.00	0.00	37,000.00	44,400.00	\$135,864.00



# Mechanical Service Plan Proposal

Prepared exclusively for:

**Osceola Public School**

**March 2, 2021**

**Control Services, Inc.**

5712 South 85<sup>th</sup> Circle

Omaha, Nebraska 68127

(402) 339-4344

[www.controlservices.com](http://www.controlservices.com)

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## 1.0 Service Plan Overview

This Service Plan proposal is designed to include the items which have been check marked in the list of services described below:

### 1.1 Type of Service Plan

<b>Preventative</b>	<input checked="" type="checkbox"/>
Preventative Plus	<input type="checkbox"/>
Preventative Ultra	<input type="checkbox"/>
Smart Predictive	<input type="checkbox"/>
Smart Predictive Plus	<input type="checkbox"/>
Smart Predictive Ultra	<input type="checkbox"/>

## 1.2 Included Services

Below are the services included in the selected Service Plan:

Preventative Maintenance Services	
System software inspection & assessment	
BMS network infrastructure inspection & assessment	
Device inspection & assessment	
System software verification & testing	
Device verification & testing	
Smart Predictive Maintenance Services	
Software Based Fault Detection & Diagnostics	
Condition Monitoring	
System Diagnostics	
Energy Dashboard	
Energy Analysis Tool	
Energy ROI Report	
Support and Coverage	
Cloud-based back-up & storage	
Limited software upgrades	✓
On-site Repair Coverage	
Emergency labor and travel time	Discount
Material parts	Discount
Parts Coverage	
Discount on parts	
On-site Repair Response	
Guaranteed Response Time - Next business day	✓
Optional response: 8 business hours, 4 hours	✓
After-hours response (weekends/holidays/off-hours)	✓
Optional Add-On Services	
All-inclusive software upgrades	
Remote Critical Alarm monitoring	
BMS Retrofit & Infrastructure Modernization	
Block Hours	
System repair & assurance	
Extended parts warranty	
Spare parts inventory	
Remote phone support - 24/7	
BMS Operational Training	

## 2.0 Service Plan Investment

This service agreement will be for a term of twelve (12) months, starting from April 1, 2021, and will be enforceable until March 31, 2022. The annual pricing of the Service Plan is \$13,886.00.

This price includes the new gym HVAC equipment.

For services designated herein and included in subsequent pages, Osceola Public Schools agrees to pay Control Services, Inc. the amount of Thirteen Thousand Eight Hundred Eighty-Six no/100 dollars (\$13,886.00) to be invoiced in equal monthly installments. This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by Control Services, Inc. Control Services, Inc. must be presented with either a tax-exempt certificate or a re-sale certificate if taxes are not to be applied.

The annual agreement price shown above can only be adjusted if equipment as described in the attachment is added or deleted from the original agreement.

Payment terms will be no greater than 30 days after Control Services' invoice date. Control Services reserves the right to discontinue its service any time if the payments are not made as agreed. Failure to make payments when due or impairment of the customer's credit shall relieve Control Services, Inc. of any and all obligations pertaining to work or performance of work.

### 3.0 Acceptance of Agreement

This agreement acceptance forms part of the Control Services' Service Plan Agreement, which has been tailored for the listed site. Also included are Inclusions, Exclusions and Terms and Conditions.

Site Name: **Osceola Public School**  
Site Address: **565 Kimmel ST**  
System Type: **HVAC**  
Customer Name: **Osceola Public Schools**  
Contact: **Steve Rinehart**  
Duration: **1 Year, Starting April 1, 2021**  
Value (Excl. Taxes): **\$13,886.00 per annum**  
Invoicing Frequency: **Monthly**

#### Customer Name Acceptance

#### Control Services, Inc. Acceptance

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Print Name: \_\_\_\_\_  
Title: Superintendent  
Date: \_\_\_\_\_

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Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Upon acceptance of this agreement, we request you sign this page, and return a copy of this document to the below:

Marvin Burbach  
Control Services, Inc.  
5712 South 85<sup>th</sup> Circle  
Omaha, Nebraska 68127  
(402) 339-4344

## 4.0 Service Plan Inclusions

In this section of the Service Plan all services included in this agreement are indicated by a check mark [✓] preceding the description of services.

### 4.1 Preventative Maintenance Services

#### **System Software Inspection & Assessment**

Control Services, Inc. will conduct software level inspection of the equipment at the site.

Control Services, Inc. will send its technician to the site to conduct inspection of the BMS software, from the workstation. As per the schedule, our service department will call you and confirm the visit to the site. Thereafter, the technician will view each parameter to confirm that the information is properly displayed at the workstation.

In case of any issue related to display of the values, the technician will rectify the issue, on the workstation, if possible.

Thereafter, the technician will submit a report of the tasks completed to you and leave.

Control Services believes in seeking feedback from its customers, so that we can continue to improve ourselves, and continue to serve you better. We will follow up on the inspection to seek your feedback on the visit.

#### **BMS Network Infrastructure Inspection & Assessment**

Control Services, Inc. will conduct an inspection of the BMS communications network at the site including at both the IP network level and field communication busses.

Control Services, Inc. will send its technician to the site to conduct inspection of the BMS network components including network controllers, switches, and routers from the central workstation. As per the schedule, our service department will call you and confirm the visit to the site. Thereafter, the technician will review communications to confirm that the information is properly being transferred throughout the system.

In case of any issue related to communications, the technician will rectify the issue on the workstation, if possible.

#### **Device Inspection & Assessment**

Our technician will conduct a software level inspection of the equipment at the site, as per the selected mode as stated in the sub-section above. In case of any issue related to display of the values, the technician will rectify the issue, at the workstation, if possible.

#### **System Software Verification & Testing**

Our technician will conduct a software level inspection of the equipment at the site, as per the selected mode as stated in the sub-section above. In case of any issue related to display of the values, the technician will rectify the issue, on the workstation, if possible.

Thereafter, the technician will submit a report of the tasks completed.

Control Services believes in seeking feedback from its customers so that we can continue to improve ourselves and continue to serve you better. We will follow up on the inspection to seek your feedback on a few parameters.

#### **Device Verification & Testing**

Control Services will conduct device level inspection of the equipment at the site.

Our technician will inspect the devices in the system on the site. The technician will perform onsite physical inspection, clean the devices, make necessary adjustments to confirm proper sequence of operations, and will note when adjustments have been made.

## 4.2 Smart Predictive Maintenance Services

#### **Software Based Fault Detection and Diagnostics**

Control Services, Inc. in conjunction with Schneider Electric will use its basic and advanced analytics tools for monitoring the performance of the equipment at the site and comparing it against expected sequences to identify faults. Using this basic and advanced analytics tool, we can help prioritize issues based on comfort, maintenance and energy calculations.

Also, advanced analytics helps in conducting avoidable cost calculations for ROI.

We will collect and observe a set of data to look for sensor faults, expanded analysis of controllability issues, scheduling and overrides, analysis of sequence deviations, identification of suboptimal sequences, mechanical failures, mechanical inefficiency, suboptimal mechanical design issues, root-cause analysis and issues that are typically considered hidden.

To be able to carry out these basic & advanced diagnostics, we need to collect data about the following points:

- Enable
- Run
- Status
- Temperature Setpoints
- Temperature Values
- Pressure Setpoints
- Pressure Values
- Flow Setpoints
- Flow Values
- Schedule or Occupancy command
- Alarms
- Mechanical / Sequence Data

If you choose to accept this agreement with the advanced analytics, it is assumed that you are granting Control Services, Inc. and Schneider Electric permission to collect and analyze the data regarding the points mentioned above.

A list of the points integrated into Building Analytics that are covered under this agreement is detailed in Appendix B.

## **Condition Monitoring**

Under this agreement HVAC equipment operation and conditions will be monitored continuously (5 minute intervals) remotely utilizing cloud-based building analytics software. A full report of the building's operating conditions and issues will be provided on a regular basis.

Top issues will be highlighted and priorities will be assigned for customer evaluation. Any action on the issues will be taken dependent on the service agreement and terms.

## **System Diagnostics**

Diagnostics help evaluate the system's health and confirm whether all operating parameters are within specifications. The level in which diagnostics are provided is based on the service level agreement. We will conduct diagnostic checks utilizing remote software or on-site depending on agreement level. A report of diagnostic finding with issues identified from diagnostic testing will be provided on a regular basis.

Software based diagnostics are performed via cloud-based building analytics software. Onsite Diagnostics are performed by the site technician and involves physical verification of equipment status.

## **Energy Dashboard**

Under this agreement on-line access to a kiosk module graphical interface with capabilities for viewing a global portfolio with drill down capabilities into specific buildings to view consumption across all utility types: total energy, electricity, gas, and water, steam and compare those hourly readings against the most recent similar day. The amount of information depicted on the energy dashboard will be as determined to the amount of accessible meters installed in each facility.

## **Energy Analysis Tool**

Control Services' service experts will review the information available to them, specifically; site details, state of the equipment at the site, performance data from the equipment, collected over a period of time through various and tools and by physically visiting the site, and using this data, they will assess opportunities for operational improvement.

Information about such opportunities will be shared with the customer in order to determine a plan of action. These opportunities, if leveraged properly, can bring in efficiency & energy savings and lower cost repairs through scheduling and critical failure prevention for the customer. This activity shall be performed both on site and remotely as part of other activities.

## **Energy ROI Report - Variance Analysis including Remediation ROI Report**

Control Services will utilize the basic and advanced analytics tools provided under this agreement to consult with the Owner in prioritizing issues based on comfort, maintenance and energy calculations.

In addition, the advanced analytics tools provide calculations to determine avoidable cost calculations that can be compared to cost of remediation to establish an anticipated return on investment (ROI) with potential modifications and/or repairs. This information will be presented to the Owner to determine the feasibility and priority of individual improvements.

## 4.3 Support and Coverage

### **BMS Cloud Backup & Storage**

Control Services understands that for carrying out essential tasks such as backup of the data recorded, the operations on the site get disrupted. Such disruptions result in direct/indirect loss to the customer, and also impact the continuity of the business. Therefore, Control Services will conduct such essential back up of the data from a remote location instead of onsite. Data will be saved in Control Services' clouds, as agreed upon with the customer, for future use & reference.

The back-up data can be used for recovery in case of a system failure and loss of data.

Note: Control Services confirms that all this data will be considered as confidential, and access to the data will be entirely governed as agreed upon with the customer.

### **Limited Software Upgrades**

Under this agreement, BMS software revisions that are provided by the BMS equipment manufacturer at no cost to Control Services will be provided at no cost to the owner. Software revision upgrades provided by the BMS equipment manufacturer at a cost to Control Services will be provided at a discounted cost to the owner. The owner will make final determination on upgrades to be performed.

Labor associated with implementing the software revisions will be provided as part of normal on-site software visits or at a reduced labor rate outside of this agreement. Determination of the method in which labor will be provided will be agreed upon by Control Services and the Owner prior to performing upgrades. All cost impacts will be provided by Control Services and agreed upon with the Owner prior to commencing upgrades.

## 4.4 On-Site Repair Coverage

### **Discount on Labor Rates**

The Owner shall be provided reduced service contract labor rates as published by Control Services for all work associated with this contract and any additional work performed during the duration of this contract.

### **Discount on Parts**

The Owner shall be provided a 50% discount from manufacturer's published list price for all Schneider Electric BMS components purchased from Control Services throughout the duration of this contract.

## 4.5 Parts Coverage

Replacement parts for components found defective will be covered as follows under this agreement:

Parts will be purchased by the Owner as needed for the discounted rate identified previously within this agreement.

Control Services will manage and maintain an inventory of commonly required spare parts at your facility.

Control Services will provide extended warranty on all parts as outlined in this agreement.

## 4.6 On-Site Repair Response

### **Guaranteed Response Time**

As a Service Plan customer, the Owner will receive priority service when calling into our office for service needs as indicated below under this agreement:

Priority customer with response time as scheduled with our Service Dispatcher for individual circumstances.

Control Services guarantees next business day response to any query received from the customer.

Control Services will respond to your queries within 4 hours including during after business hours.

## 4.7 Optional Add-On Services

### **All-Inclusive Software Upgrades**

Control Services, Inc. will provide the latest software revision upgrades available from the manufacturer under this agreement. Upgrades will include the cost of the software revision along with all labor to implement the upgrade.

These upgrades will occur once a year throughout the duration of the contract incorporating all available revisions released during the one year time period. Revisions requiring hardware upgrades are not included under this agreement, but will be made available to the customer at reduced material and labor costs as identified under this agreement.

### **Remote Critical Alarm Monitoring**

Control Services will in conjunction with Schneider Electric monitor the site for any alarms which might be raised due to deviation from the set pattern. This service allows for alarm events that are normally reported to the site BMS operator's computer to be automatically retransmitted to a Remote Service Bureau.

Upon receipt of an alarm, a remote engineer will follow a pre-agreed escalation procedure in order to notify your chosen party of the fault. As per agreed with the Customer, we will ensure monitoring and escalation of maintenance alarms, critical alarms (response within 60 minutes), and super critical alarms (response within 30 minutes).

This service is provided to help ensure that even when the building is unattended, important alarms are not missed. It is NOT offered as a fail-safe monitoring service designed to cover life-safety systems or business critical plant or systems.

A list of the alarm points that are covered under this agreement is detailed in Appendix C.

Note: The escalation times stated are based on the time that the alarm is received at the Remote Support Center and not the time that the alarm is generated on site. Thus, it is imperative that the client maintains a reliable network connection that allows any alarm event to be transmitted to us without delay.

**Retrofit & BMS Infrastructure Modernization**

Under this agreement Control Services, Inc. will be performing specific retrofit and BMS modernization as detailed on Appendix D attached hereto.

**Block Hours**

Included in the cost of this agreement Control Services will provide XX hours annually to perform owner directed service work in addition to the preventative maintenance tasks identified within this agreement. This work is to be performed during normal working hours Monday through Friday, from 8:00 am to 5:00 pm, excluding holidays.

**BMS System Repair & Assurance**

Control Services will conduct software level inspection and device level inspection of the equipment at the site. Further, in case of any issue or defect, our technician will rectify the issue, and set the defect right, to ensure that the system works as expected. If required, the technician will replace the failed device with a functional device, as per the agreed upon contractual terms.

Our technician will, first, conduct a software level inspection of the equipment at the site, as per the selected mode as stated in the sub-section above. In case of any issue related to display of the values, the engineer will rectify the issue, at the workstation, if possible.

Further, our technician will inspect the devices in the system on the site. The technician will perform onsite physical inspection, clean the devices, make necessary adjustments to confirm proper sequence of operations, and will note when adjustments have been made.

Our technician will inspect each device for any defects or failures, and rectify the issue, if any. In case a replacement of a device is required for proper functioning of the system, then the technician will procure the device/part, as agreed upon with the customer, and replace the failed device/part.

**Extended Parts Warranty**

Under this agreement all BMS components covered under this contract will be provided with an extended warranty to cover all repair/replacement costs including associated labor.

**Spare Parts Inventory**

Under this agreement Control Services will maintain a spare parts inventory designated for use only by this customer. The spare parts will be readily available and may be stored on-site or at Control Services' office in Omaha, Nebraska. Spare parts shall include the following:

**Remote Phone Support**

Control Services will provide you with a customer care number, wherein you may call for any technical queries/issues related to the systems agreed upon in this contract, for any support. Our customer care service dispatcher will take your request and direct the required resources to rectify the same.

In order to understand the issue better, the service dispatcher may ask you for some technical details related to the issue.

This telephone support is available to you as per the selected response model.

**BMS Operational Training**

This will include training the customer's personnel on the operation of the BMS equipment installed on the site. Under this contract Control Services will provide XX hours of operational training annually. Additional training hours can be purchased at the rate identified within this agreement.

## 5.0 Appendix A: Equipment Covered Under this Contract

The following is a list of BMS equipment covered under this service plan

BMS Equipment Description	Size/Type	Qty	Make/Model	Location	Notes
RTU	30 ton	6	York/Y32AE14F	High School Roof	
RTU	30 ton	1	York/DJ210E	High School Roof	
RTU	30 ton	1	York/Y33AE14F	High School Roof	
HV Units	Heating	2	York/K4EU090A33	Locker Rooms	
HV Unit	Heating	1	York/L4EU240A	Shop	
Boiler		1		High School	
Water Heater		1		High School	
Air Handler & Conds Unit		3		Jeffery Elementary	
Fan Coil Units		12		Jeffery Elementary	
Boilers		2		Jeffery Elementary	
Boiler Condensate Pumps		2		Jeffery Elementary	
Water Heaters		2		Jeffery Elementary	
RTU	25 ton	1	Trane	New Gym	
RTU	5 ton	1	Trane	New Gym	
RTU	2 ton	1	Trane	New Gym	
Split System		3	Mitusbshi	New Gym	





## 8.0 Appendix D: Retrofit & BMS Infrastructure Modernization

This section details the scope of work associated with any retrofit and/or BMS Infrastructure Modernization activities taking place under this agreement.

## 9.0 Appendix E: Terms and Conditions

1. Planned and/or routine maintenance services provided under this agreement will be performed during normal working hours unless specifically stated in the agreement.
2. The guarantees and services provided under the scope of this agreement are conditioned upon Customer operating and maintaining systems/equipment. Customer will do so according to industry-accepted practices and in consideration of our recommendations.
3. Customer will provide and permit reasonable access to all covered equipment. Control Services, Inc. (hereinafter "Company") will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services, after the Company technician has verbally notified the customer that he has arrived on the premise.
4. The Company shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief.
5. In the unlikely event of failure by the Company to perform the obligations in this contract, the Company's liability is limited to repair or replacement of product at its option, and such shall be Customer's sole remedy. Under no circumstances will the Company be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Customer's tenants or clients, or any special, indirect or consequential damages.
6. This agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, nor unserviceable equipment such as ductwork, boiler shell and tubes, unit cabinets, boiler refractor material, electrical wiring, hydronic or pneumatic piping, structural supports, etc. Manual operation of equipment or systems is also excluded from this coverage, unless clearly included by amendment.
7. The Company is not responsible for the removal or disposal of any hazardous materials or any cost associated with those materials unless otherwise specified in this agreement. Any charges incurred for their proper disposal will be borne by the customer and will be incremental to the contract price.
8. This agreement does not include repairing any damage resulting from improper / inadequate water treatment or filter service not supplied by the Company.
9. This agreement does not include services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to software or equipment not performed by the Company. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
10. The Company shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, federal, state, municipal or other authorities except as otherwise included in this agreement.

11. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.
12. The Company shall not be liable for the operation of the software or equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. The Company shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. The Company shall not be liable for the loss or damage of any Customer cloud backup data. The Company shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
13. Only the Company's personnel or agents are authorized to perform the work included in the scope of this agreement. The Company may, at its option, cancel its obligations under this agreement should non-authorized individuals perform such work.
14. This agreement and all rights hereunder shall not be assignable unless approved by the Company in writing.
15. In the event of additional freight, labor, or material costs resulting from Customer's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at the Company's currently established rate.
16. The Company's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event the Company encounters such material in performing its work, the Company will have the right to discontinue work and remove its employees until the hazard is corrected by Customer or it is determined no hazard exists.
17. This agreement constitutes the entire agreement of the parties and supersedes any proposal or prior agreement between the parties with respect to the subject matter hereof. The parties agree that this agreement has been accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced. The failure of Company to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any part of this Agreement is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect.
18. This agreement does not include the disposal of hazardous waste.
19. Customer agrees that in the event that there shall have been passed a federal and/or state law, which shall compel the Company to contribute to a federal and/or state health plan for its employees, then the terms of this agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase the Company's cost to perform this contract.

20. Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this agreement, is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the Customer purchase order will have any force or effect.
21. The Customer acknowledges that the Company's employees are valuable assets to the Company. The Customer agrees to pay the Company an amount equal to twelve (12) months of salary for each Company employee who worked at Customer's facility that is then hired by Customer at any time during the term of this agreement and for six months thereafter. In addition, Customer agrees to reimburse the Company for all costs associated with any training the Company provided to such employees during the three (3) years before the date Customer hires such employees.
22. This agreement excludes repair of pre-existing conditions that are required to place this equipment into proper operating condition upon acceptance of this agreement.
23. When Cloud Backup software or service ("Cloud Backup Services) is included in the contract, Customer shall not use the Cloud Backup Services in a manner that violates any laws, regulations, or these terms. Customer agrees not to modify, move, add to, delete or otherwise tamper with the Cloud Services or the cloud backup data. Access to and use of password protected Cloud Services is restricted to Company's authorized users only and Customer's unauthorized access to such software is strictly prohibited.
24. Customer will defend, indemnify, and hold harmless Company, its affiliates, employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning Customer's use of the Cloud Services in any manner other than as expressly authorized in these Terms or in writing by Company (including any activities by Customer's employees and personnel).
25. This agreement (including any addendum, unless specified otherwise in the Addendum) shall commence upon execution of this agreement and shall continue through the Original Term set forth within this agreement. The Original Term will start on the date the Services are installed and activated, or no later than six (6) months after the date this agreement is signed by Customer. Thereafter, this agreement shall continue for successive one-year periods subject to the then-current Company prices, terms and conditions, unless either party terminates its obligations to the other party by giving written notice of termination to the other party at least sixty (60) days prior to the end of the Original Term or any subsequent one-year period.
26. Failure to pay invoices dated after the renewal date does not cancel the services. Customer will continue to accrue a balance on the account until Customer notifies Company in writing or until the service is discontinued by Company and the Customer will be liable for the remaining unpaid balance. After the Initial Contract Term, Company may increase the recurring billing fees for any period with the minimum escalation amount of one percent per year, but not exceeding a ten percent increase per year. New recurring fees will be effective at the beginning of the next billing period.



### SERVICE AGREEMENT

Beginning Date: 04/01/2021 End Date: 03/30/2022  
 Bill To: Jeffrey Elementary  
341 South Kimmel Street  
Osceola, NE 68651

Customer Number: 7274293-1  
 Customer Site: Jeffrey Elementary  
341 South Kimmel Street  
Osceola, NE 68651

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the sum of:  
Three Thousand DOLLARS \$ 3,000.00

Payable in 4  MONTHLY,  QUARTERLY,  ANNUAL (Check One) installment(s) of:  
Five Hundred Seventy Dollars and Eighty Three Cents DOLLARS \$ 750.00

State and local taxes are not included in the dollar amount shown and will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY. Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Such invoices are to be paid by CLIENT  monthly/ quarterly/ annually. Only  monthly/ quarterly/ annual invoices will be submitted to the customer.

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN COMPANY.

When agreed upon by both parties, this contract can be extended 2 additional year(s) at a 3 % increase per year.

GARRATT-CALLAHAN COMPANY will make periodic calls to your facility, during which time we will perform all pertinent analyses for your treated systems and make recommendations for chemical feed, blow down, and other necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, etc., will require renegotiation of terms.

GARRATT-CALLAHAN COMPANY will be responsible only for reasonable diligence and care in providing its program under the agreement. GARRATT-CALLAHAN COMPANY will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C with a restocking fee of 25%.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: Osceola Public Schools

GARRATT-CALLAHAN COMPANY

BY: Jason Lavaley  
(PRINTED NAME)

BY: Mark Meadows  
(PRINTED NAME)

\_\_\_\_\_  
(SIGNATURE/DATE)

\_\_\_\_\_  
(SIGNATURE/DATE)

TITLE: Superintendent

TITLE: Territory Manager



## Terms and Conditions of Sale

### **Approval and Acceptance**

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within 30 days of this quotation date, and may change without notice after that time. Orders received within the 30 day period will be invoiced at the quoted figure provided delivery is accepted within 6 months of G-C's receipt of the order. When delivery is required by the client after the 6 month period (unless because of G-C's inability to make delivery) prices will be those prevailing at the time of shipment.

### **Prices and Freight Charges**

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: The following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.\* In comparing G-C chemical formulation prices with those of companies that ship collect, a figure of approximately 6% should be added to their prices.

\*When the customer requires special trucking such as ChemFeed delivery, chemical transfer, drum disposal, lift gate or stake trucks, weekend or holiday delivery, air freight, delivery within a building, etc., the charges will be added to the invoice. These additional charges will be billed separately unless included in a monthly, quarterly, or annual agreement.

### **International Orders**

Buyer must pay the costs and freight charge to import the goods. Freight terms are EX-Works unless approved otherwise by the Burlingame Corporate Office.

### **Prices and Freight Charges – Maritime Sales**

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.

### **Applicable Taxes**

Quoted prices do not include any applicable taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.



**Invoice Payment Terms**

Terms are net 30 days and prices do not include any applicable sales taxes. Customers with unpaid invoices after 90 days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at office or accounting manager discretion.

Where feeding and control equipment is proposed, the quotation includes only that equipment specifically listed. No wiring, piping, fittings or installation costs are included except as noted.

Note: The following exception applies:

International Sales Terms are letter of credit or wire transfer unless approved by the Burlingame Corporate Office.

**Warranty and Return**

Materials sold are warranted to be free of defects in composition or workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the G-C Company. Upon inspection and instructions by the Buyer, defective materials may be returned to the Seller. If found to be defective such goods will be replaced or repaired by the Seller. The Seller shall not be liable for any loss or damage arising from the use of such materials, either direct or consequential. The exclusive remedy against the Seller shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the chemical container is opened, or a stored chemical exceeds its' expiration date. Chemical containers used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidentally or inadvertently released at the customer's facility become the property of the customer. Unopened chemicals within their expiration date may be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals if prepaid to G-C plant; a 25% restocking charge if not prepaid.

**Delivery and Losses**

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct or consequential, caused by delays in delivery resulting from labor disputes, shortage of raw materials, inability of suppliers to deliver or perform, losses or delays or damages while in the hands of a common carrier, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.



**Right to Cure**

Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than 90 days to correct prior to taking actions adverse to G-C.

**Insurance**

G-C shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems treated with G-C's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow G-C's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to G-C hidden or not obvious system, process, or equipment conditions affecting G-C's Goods or (e) to provide complete and accurate System data. In the event G-C fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from G-C.

**Exceptions**

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Garratt-Callahan Company.

**Indemnification**

Each Party, by the execution and delivery of this Agreement, expressly indemnifies the other Party with respect to any and all liabilities, costs, including reasonable attorneys' fees, losses, claims, demands or judgments arising from or as a consequence of the actions, inactions or other activities of the indemnifying Party performed, or which the indemnifying Party has failed to perform, under or pursuant to this Agreement. The indemnifying Party, at the sole cost and expense of that indemnifying Party, will assume and will thereafter defend, utilizing legal counsel and other consultants who are specifically approved, in advance, by the Party being indemnified, any lawsuits or other litigation which is instituted or filed against the indemnified Party, or where the indemnified Party is subsequently impleaded or joined, by reason of such actions, inactions or other activities by or on the part of the indemnifying Party.

**Continuing Legal Compliance**

Any provision of this Contract to the contrary notwithstanding, if Buyer determines, subsequent to the Execution Date of this Contract, that any of the terms of this Contract materially violate any provisions of state or federal law which, if enforced, would jeopardize the ability of Buyer to continue to participate in the Medicare and the Medicaid health care programs, or in any other federal or state health care programs, or would jeopardize the continued federal tax-exempt status of Buyer, or any entities which are affiliated with Buyer, or would result in the imposition of any excise taxes under federal income tax laws or would potentially subject Buyer to any civil monetary penalties or criminal prosecution, then the Parties agree to immediately endeavor to renegotiate terms which would result in Buyer being in appropriate legal compliance, in Buyer's opinion. If the Parties are unable to timely agree on such terms, however, Buyer may terminate this Contract by delivering at least a thirty (30) day notice to Seller.



**Assignment**

This agreement cannot be assigned by either party without the prior written consent of the other, except to a parent or subsidiary or a subsidiary of its parent, or to a successor by merger, consolidation or purchase of substantially all the assets of at least that portion of the assigning party's business related specifically to this agreement.

**Equal Opportunity**

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**Termination Without Cause**

Anything herein to the contrary notwithstanding, Buyer may terminate this agreement at anytime, without cause and without penalty, upon ninety (90) days prior written notice to G-C. If Buyer terminates this agreement for G-C's breach, or in accordance with this provision, G-C shall refund to Buyer, within ninety (90) days of the effective date of such termination, any prepaid but unearned fees paid to G-C.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) set forth below.

---

SIGNATURE

---

DATE



Mary Walsh-Sterup, OTR/L, CHT  
 308.398.5170  
 mary@cnrehab.com

School Pediatrics  
 PO Box 5285  
 Grand Island, NE 68802  
 Phone: 308.675.1853  
 Fax: 308.675.1353  
 cnrehab.com

Karen McIntyre, PT, DPT  
 308.380.8172  
 kmcintyre@grandislandpt.com

February 1, 2021

Osceola Public School  
Dr. Jason Lavaley  
PO Box 198  
Osceola, NE 68651

Dear Dr. Jason Lavaley,

Please consider this a letter of contract for our arrangement for occupational and physical therapy services for the following three school years (2021-2022, 2022-2023, 2023-2024 school years).

We will supply an occupational and physical therapist for occupational and physical therapy services during the 2021-2022, 2022-2023, 2023-2024 school years.

The occupational and physical therapy services will be billed out at the Department of Special Educations approved rate, which has yet to be determined by the State, less \$2.00 per hour.

Travel time will be billed out at an hourly rate of \$50.00 per hour, plus mileage. Mileage rates will not exceed the State Department of Administrative Services/Nebraska Department of Education rate, the current rate for the state is .58, but the current billed rate from CNRS is .48. Mileage will be calculated by taking the total mileage per day and dividing it by the number of schools seen. Each school will pay an equal amount of the mileage. Travel rates and mileage rates are reviewed each school year for adjustments. Either party can terminate this agreement upon sixty (60) days prior written notice.

Please sign this contract and mail back or fax to 308-675-1353, Attention: Karen. Feel free to contact me with any questions or concerns you may have.

  
Mary Walsh-Sterup, OTR/L, CHT

\_\_\_\_\_  
Administrator

2-1-21  
Date

\_\_\_\_\_  
Date



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February 1, 2021

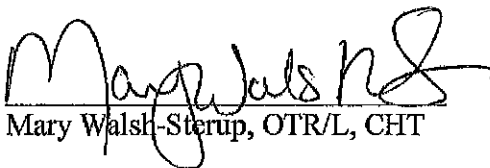
Osceola Public School  
 Dr. Jason Lavaley  
 PO Box 198  
 Osceola, NE 68651

Dear Dr. Jason Lavaley,

Please consider this a letter of contract for our arrangement for occupational and physical therapy services for the 2021-2022 school year. We will supply an occupational and physical therapist for occupational and physical therapy services during the 2021-2022 school year.

The occupational and physical therapy services will be billed out at the Department of Special Educations approved rate, which has yet to be determined by the State. Travel time will be billed out at an hourly rate of \$50.00 per hour, plus mileage. Mileage rates will not exceed the State Department of Administrative Services/Nebraska Department of Education rate, the current rate for the state is 0.545, but the billed rate from CNRS is 0.48. Mileage will be calculated by taking the total mileage per day and dividing it by the number of schools seen. Each school will pay an equal amount of the mileage. Either party can terminate this agreement upon sixty (60) days prior written notice.

Please sign this contract and mail back or fax to 308-675-1353, Attention: Karen. Feel free to contact me with any questions or concerns you may have.

  
 Mary Walsh-Sterup, OTR/L, CHT

\_\_\_\_\_  
 Administrator

2-1-21  
 Date

\_\_\_\_\_  
 Date

## Technology Purchase Proposal

Proposal for 2021-2022 school year is:

Purchase 7 - (5 packs) of the MacBook Airs giving us 34 student computers and 1 extra for an additional student that might arrive or for spare. Total cost of \$27,265 for the updated model of one we've purchased recently. Specs are in the chart below. Cost per unit is \$20 less when purchasing 5-packs than purchasing individually. This is an updated model of the ones we purchased last summer. This purchase would allow all Freshman students to receive a new computer that they would use the four years of their High School education and 6th grade class would receive new computers that would continue to be used in Middle School for several years.

<b>Computer</b>	<b>Screen Size</b>	<b>Processor</b>	<b>Memory</b>	<b>Storage</b>	<b>Cost per Unit</b>	<b>Total</b>
MacBook Air 5-pack	13-inch	M1 Chip	8GB	128GB	\$779	\$27,265

## **DRUG AND ALCOHOL VIOLATIONS**

Due to the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

### **Meaning of Terms**

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

"Under the influence" means any level of impairment including even the odor of alcohol or other illicit drugs on the breath or person of a student. Also, it includes being impaired by reason of the abuse of any material used to modify or alter behavior (including but not limited to stimulants, depressants, and hallucinogens).

A student is considered "in possession" if it is confirmed by a parent/guardian, law enforcement, student that is self-reporting, witnessed by school personnel, or corroborating reports that the student has reasonable access to and knowledge of alcohol or other drugs being present and used illegally in the specific location of the student.

Students making every reasonable attempt to remove themselves from the situation may be exempt as long as they have not consumed or been in direct possession of alcohol or drugs. This can be determined through investigation by the Principal.

## **DRUG AND ALCOHOL CONSEQUENCES**

An activity participant who violates the drug or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 45 days.
2. Second or any subsequent offense: 90 days.
3. Reduction for self-reporting: If the student has self-reported, the first violation shall be reduced to 21 days for the first violation. If the student has self-reported a second or subsequent violation, the second or subsequent violation shall be reduced to 45 days for the second or subsequent violation.
4. Increase of penalty for failure to be honest: If a student is questioned by a school official, coach, or activity sponsor regarding a possible violation of the Student Code of Conduct and the student fails to be honest, the student will have an additional 14 days added to the length of the suspension.
5. Reduction for participation in a chemical dependency program: For the second and any subsequent drug and alcohol violations, the students and parents may agree to participate in a school-approved program for chemical dependency. If the parents and the students agree to participate in the school approved program, the consequence will be reduced by

50%. The program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of the program must be submitted in writing to the Activities Director. Failure to participate and successfully complete the approved chemical dependency program will cause the participating student to be suspended from extracurricular activities for the original length of suspension imposed.

6. More serious violations: In the event of more serious drug or alcohol violations, such as student engaging in use of especially serious drug offenses (cocaine, methamphetamine, etc.) or procuring alcohol for minors, the consequence of the violation is not restricted by the foregoing, and may be established in the good discretion of the administration.

### **MULTIPLE SIMULTANEOUS CRIMINAL, DRUG OR ALCOHOL VIOLATIONS**

In circumstances where a student commits multiple criminal, drug or alcohol violations simultaneously, the consequence will be set based on the single violation that carries the most serious disciplinary consequence. If it is later determined that the student had simultaneously committed an infraction which has a more serious disciplinary consequence than the infraction for which the student was disciplined, the student will receive the more serious disciplinary consequence, with credit for the discipline served. (For example, if a student had served a 45-day suspension for a first offense misdemeanor and it is later determined that the student had simultaneously with the misdemeanor conduct also committed a first offense felony, which carries a 90-day suspension, the student would be suspended for an additional 45-days).

“Simultaneous violations” for this purpose mean rule violations that are not interrupted in such a manner that the student has a reasonable opportunity to consider the implications of his or her misconduct. The intent is that a student not receive overly harsh discipline for a single event that constitutes multiple violations or a series of uninterrupted bad decisions. As an example, if a student drinks alcohol, drives while impaired by alcohol, commits a theft, and commits an assault, all in one condensed span of time 24 hours or less, the student would be disciplined based on the single infraction that carries the most serious disciplinary consequence. An exception will be applied if it is determined that the student engaged in subsequent violations in the belief that he or she could do so without receiving an activity rule consequence. For example, if the student has been suspended for committing a felony, and subsequently but within a time period that would otherwise be considered simultaneous, commits a misdemeanor, the student may be suspended for an additional period of time for committing the misdemeanor.

### **Self-Reporting**

A student who violates the Code of Conduct must self-report. A failure to self-report will lead to a longer suspension or other discipline. The self-report must be made to: the Principal, Activities

Director, or the Head Coach or Sponsor of an activity in which the student participates. The student's parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.

If the student honestly self-reports the misconduct, s/he will have the penalty reduced by 50%. For a 45-day suspension, the suspension shall be reduced to 21 days. For a 90-day suspension, the suspension shall be reduced to 45 days.

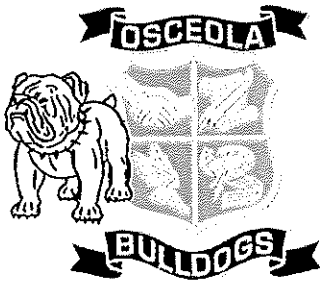
In making a self-report, the student must identify the events that took place, what conduct the student engaged in, and any witnesses to the student's conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. If a student is questioned by a school official, coach, or activity sponsor regarding a possible violation of the Code of Conduct and fails to be honest, the student will have an additional 14 days added to the length of the suspension.

### **When Suspensions Begin**

Consequences for violating the Code of Conduct will only be applied during the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA or until the last day of school. (For instance if a student commits a violation that earns him or her a 45 day suspension from activities 10 days prior to the end of school, the student will serve 10 days of the 45 day penalty and the remaining 35 days of the penalty will commence with the commencement of the fall sports season). Suspensions begin the day the school official determines a violation has occurred and notifies the student of the violation.

# OSCEOLA PUBLIC SCHOOLS



P.O. Box 198  
565 S. Kimmel Street  
Osceola, NE 68651-0198  
Phone (402) 747-3121 Fax (402) 747-3041  
[www.osceolaschools.org](http://www.osceolaschools.org)

Jason Lavaley  
*Superintendent*

Dale Maynard  
*MSHS Principal*

Brett Webster  
*Elementary Principal*

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February 23, 2021

To Whom It May Concern:

This letter is to inform you that I will not be returning to Osceola Public School after the conclusion of the 2020/2021 School year. I thank you for the opportunity to serve the district as 1/2-time school counselor and 1/2-time Industrial Tech teacher. I hope for a smooth transition and will be able to help the new counselor/teacher.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Schiley', written in a cursive style.

Patrick Schiley



**"Striving for Excellence"**



3/3/21

Dr. Lavaley, Mr. Maynard, and the Osceola Board of Education:

I am writing today to inform you of my resignation from Osceola Public Schools as of March 19, 2021. This resignation includes all positions I am currently assigned. After speaking with Dr. Lavaley recently and being informed I would not be the girls' basketball coach going forward, I have decided it is best for me to go in a different direction at this time. This decision was made after multiple conversations with Dr. Lavaley that helped me make this decision. I do not agree with his decision regarding basketball and do not fully understand who he consulted with regarding this decision. I do not feel it was made with input from players, parents, community, or the Board of Education. My lack of trust going forward also played a part in this decision. Osceola is important to me as I grew up here and attended K-12 at this school. I appreciate the opportunities I have had here. At this time, I do not know what direction I am going to go after my last day here, but hope that I have worked hard enough to leave a positive impression and impact in the community and with students I have had the pleasure to work with. I wish the best to you all and the students here at Osceola in the future. Finally, Mr. Maynard, thank you for all of your support professionally and personally throughout my time here. I appreciate you looking out for me as not only an employee but also as a person.

Sincerely,



Ryan Dickey

# TEACHER'S CONTRACT

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

THIS CONTRACT made by and between the School District of Osceola Public Schools, No. 19 in the county of Polk, in the State of Nebraska, hereinafter referred to as "District" and Miranda Ericson, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 9, 2021, and end on or about June 30, 2022, and shall consist of 185 days of service including at least 176 teaching days and that the Teacher hereby agrees to accept such employment at a salary of \$ \* and under the following conditions.

VIZ: \* Salary schedule placement does not reflect additional educational advancement on the salary schedule which the employee may be eligible to receive. Terms and conditions of employment shall be per the 2021-22 negotiated agreement. Extra duty assignments to be assigned as available.

Education Placement: BA + 0

Experience Placement: 2

FIRST: The salary of the Teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 15th day of September, 2021, and the remaining installments shall be payable on the 15th day of each month thereafter.

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

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

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

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

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

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

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as herein listed, is registered in the office of the county superintendent of schools in this county and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

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

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Sections 79-829 through 79-831 R.R.S. and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District by March 8, 2021, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed March 5, 2021



Teacher

Executed March 8, 2021

School District of Osceola Public Schools No. 19  
County of Polk

Attest:

By \_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education