

## **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. Principals Reports
    - 5.1.1. Elementary Report
    - 5.1.2. MS/HS Report
  - 5.2. Superintendent's Report
  - 5.3. 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 \$426,299.20
    - 6.1.4. Payment of special building fund claim of \$9,960.00
    - 6.1.5. Payment of qualified capital purpose undertaking fund claim of \$15.00
  - 6.2. Consider, discuss and take all necessary action on
    - 6.2.1. Consider, discuss and take all necessary action on bid for speech services for 2022-23.
    - 6.2.2. Consider, discuss and take all necessary action on ESU 7 Services contract for 2022-23.
    - 6.2.3. Consider, discuss and take all necessary action on renewing Control Services HVAC maintenance contract for 2022-23.
    - 6.2.4. Consider, discuss and take all necessary action on Garrett/Callahan Boiler treatment contract.
    - 6.2.5. Consider, discuss, and take all necessary action to approve the purchase of 70 Mac laptops for replacement of dated computers for students and staff. Also, to purchase 60 iPads to update our devices at the Elementary and Secondary.
    - 6.2.6. Consider, discuss, and take all necessary actions on accepting the updated coop agreement with Cross County and High Plains for softball.
    - 6.2.7. Consider, discuss, and take all necessary action to accept Mr. Struckman as the Spanish Teacher for the 2022-2023 school year. Also accept an interlocal contract with High Plains Community Schools to utilize Mr. Struckman's services for 0.5 FTE.

- 6.2.8. Consider, discuss, and take all necessary action to accept an interlocal agreement with High Plains with the purpose of sharing Mr. Struckman as a 0.5 FTE teacher.
  - 6.2.9. Consider, discuss, and take all necessary action to review and approve classified staff wages for the 2022-2023 school year.
  - 6.2.10. Consider, discuss and take all necessary action on adopting the school calendar for 2022-2023 school year
7. Discussion Items
8. Next Meeting Dates and Times
  - 8.1. Regular meeting April 11, 2022, 6:00 PM at the Osceola Middle/High School Media Center.
9. Adjournment

## **Jeffrey Elementary**

March 14, 2022

Brett Webster

- State testing window opens this month.
- MAPs testing will start at the end of April.
- Miss Nebraska is coming out for an assembly March 15<sup>th</sup>.
- Girls on the Run has started. 8 girls are currently signed up.
- April 8<sup>th</sup> K round up – 9AM parents report to lunchroom students to Kindergarten. No Kindergarten that day.
- April 8<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 is wrapping up this week.

**Board of Education Regular Meeting**  
Middle School/High School Media Center  
565 S. Kimmel Street  
Osceola, NE 68651  
February 14, 2022 @ 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 3, 2022. This notice was also 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 6:07 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 Breckner, Principal Webster 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 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

4. Recognition of Visitors/Communications from the Public

There were no patrons present.

5. Reports

5.1. Activities Director Report

The activities report was given by Superintendent Lavaley. He reported that the winter sports are quickly nearing the end. Osceola will be hosting the Girls and Boys Basketball Sub-Districts. Wrestling Districts were held last week with one wrestler from Cross County qualifying for State Wrestling. Speech is having a great season, especially for a young team. Conference Quiz Bowl is next week.

## 5.2. Principals Reports

### 5.2.1. Elementary Report

Elementary Principal Brett Webster gave his written and oral report about: Parent Teacher Conferences will be 12:00 PM to 8:00 PM, Monday, February 21st; "Muffins for Mom" is scheduled for Friday, February 25th; "Read-A-Thon" will begin February 28th through March 6th; "Dr. Seuss Week" will be celebrated February 28th through March 4th; a fundraiser for the Elementary School Store will start after all the previously mentioned events are done; the "Book Buddy" program is going strong, but funds will be needed before the end of the year; "Girls on the Run" will start on March 1st.

### 5.2.2. MS/HS Report

Middle/High School Principal Brent Breckner gave his written and oral report about: NSCAS pilot and NWEA testing are completed; "On to College Prep for ACT" for Juniors is scheduled for April 5th; next year's staffing, schedules, and handbook changes are being planned; the possibility of work release; and upcoming trainings.

## 5.3. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: the findings of the Office of Civil Rights CTE Review; strategic planning meetings with NASB and the community during March; NASB and Legislative updates; and the Superintendent's calendar.

## 5.4. Board Reports

There were no board reports.

## 6. Action Items

### 6.1. Consent Agenda

To approve consent agenda passed with a motion by Jena Mentink and a second by Daisy Naber. 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 \$395,100.73

### 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 2022-2023 school year

To approve the proposed 2022-2023 school calendar tabled 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

#### 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 Daisy Naber 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 2022-23. To contract with Therapy Works out of Columbus for speech services for 2022-2023 school year tabled with a motion by Anthony Mestl and a second by Daisy Naber.

Jennifer Boruch: Yea, Jena Mentink: 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 2022-23.

To approve membership with Nebraska Association of School Boards (NASB) for the 2022-2023 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 accepting a letter of resignation from Kirsten Ritter as the K-12 Music teacher at Osceola Public Schools.

To accept the resignation of Kirsten Ritter as the K-12 Music Teacher at the end of the 2021-2022 school year passed with a motion by Eric Yungdahl and a second by Jena Mentink.

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

With heavy hearts, the Osceola School Board wishes you the best, Mrs. Ritter.

6.2.6. Consider, discuss, and take all necessary action in accepting Evan Feezell as the new Activities Director and PE teacher.

To accept the hire of Evan Feezell as Activities Director and P.E. Teacher for the 2022-2023 school year passed 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

6.2.7. Consider, discuss and take all necessary action on Principals' contracts for the 2022-2023 school year.

To accept the proposed Principals' contracts for the 2022-2023 school year passed with a motion by Anthony Mestl and a second by Eric Yungdahl.

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

6.2.8. Consider, discuss and take all necessary action on the Superintendent's contract for the 2022-2023 school year.

To accept the proposed Superintendent's 2-year contract with a 2.99% raise starting with the 2022-2023 school year passed with a motion by Jena Mentink and a second by Daisy Naber.

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

#### 7. Discussion Items

7.1. Discuss the updates to the Softball Coop agreement with High Plains and Cross County. Superintendent Lavaley updated the Board about the softball coop agreement with High Plains and Cross County. Each school will split the cost of the uniforms and transportation. Hosting games will be available to all three schools. Also, potentially hiring an assistant coach to represent Osceola Public Schools.

#### 8. Next Meeting Dates and Times

8.1. Regular meeting March 14, 2022, 6:00 PM at the Osceola Middle/High School Media Center.

#### 9. Adjournment

To adjourn at 7:57 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 Berry, Board Secretary Appointed

**Board Report – Monthly****GENERAL FUND**

Posted - During Check Cycle; Fund Number 01; Processing Month 03/2022

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
34057	AUGIE'S AUTOBODY REPAIR	WINDSHIELD	470.50
34058	CENTRAL COMMUNITY COLLEGE	LIFESKILLS CLASS FEE	80.00
34059	CENTRAL NEBRASKA REHABILITATION SERVICES	OT/PT SERVICES	16,395.06
34060	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	5,469.69
34061	COMPUTER HARDWARE	COMPUTER REPAIRS	546.00
34062	CONTROL SERVICES, INC.	SERVICE CONTRACT	2,314.33
34063	EAKES OFFICE PLUS	SUPPLIES	1,296.32
34064	EDUCATIONAL SERVICE UNIT #7	INTERPRETING SERVICES	60.00
34065	ESTECH SYSTEMS, INC.	PHONE SERVICES	99.61
34067	ESU #7 PRODUCTION DEPARTMENT	PRINTING	742.68
34068	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICESD	39,823.90
34066	ESU #7	COMPUTER MAINTENANCE/DL FEES	888.14
34069	FOLLETT SCHOOL SOLUTIONS, INC.	LIBRARY BOOKS	120.81
34070	FRONTIER COOPERATIVE COMPANY	FUEL	2,592.41
34071	GARRATT CALLAHAN COMPANY	WATER TREATMENT SUPPLIES	750.00
34072	GARY'S PLUMBING, LLC	SUPPLIES	45.92
34073	GLUNZ, BRENDA	PSYCHOLOGIST SERVICES	3,109.41
34074	HOME DEPOT PRO, THE	SUPPLIES	2,161.58
34075	JACKSON SERVICES, INC.	RUG SERVICE	476.05
34076	JOSTENS, INC.	DIPLOMAS & COVERS	333.00
34077	KRAEGER, REBEKAH	SUPPLIES REIMBURSEMENT	217.15
34078	KSB SCHOOL LAW	LEGAL SERVICES	298.00
34079	LOVE SIGNS, INC.	BATHROOM SIGNAGE	143.57
34080	MATHESON TRI-GAS, INC.	SUPPLIES	1,053.13
34081	MENARDS	SUPPLIES	141.89
34082	N.E.T.A.	CONFERENCE FEE	189.00
34083	NE ASSOCIATION OF SCHOOL BOARDS	WOORKSHOP FEES	324.72
34084	OSCEOLA PUBLIC SCHOOLS	REIMB OF PRESCHOOL MILK	357.20
34085	OSCEOLA TIRE AND SERVICE, LLC	DIESEL SUPPLEMENT	144.23
34086	POLK COUNTY HEALTH DEPARTMENT	NURSING SERVICES	1,067.50
34087	POLK COUNTY NEWS	PRINTING	1,336.18
34088	POLK COUNTY RPPD	ELECTRICITY	16,974.01
34089	PRAIRIE CREEK FAMILY MEDICINE	BUS DRIVER PHYSICAL	130.00
34090	SCHMIDT SPEECH LANGUAGE PATHOLOGY SERVICES, LLC	SPEECH SERVICES	9,337.30
34091	SHELBY LUMBER CO., INC,	VACUUM	264.99
34092	SPORT SAFE TESTING SERVICE, INC.	RANDOM DRUG TESTING	1,470.00
34093	SYMMETRY ENERGY SOLUTIONS, LLC	NATURAL GAS	13,949.91

**Board Report - Monthly**

Posted - During Check Cycle; Fund Number 01; Processing Month 03/2022

Check #	Vendor Name	Description	Check Total
34094	TONNIGES CHEVROLET, INC.	PARTS/LABOR/REPAIRS	182.39
34095	TRUCK CENTER COMPANIES	PARTS/LABOR/REPAIRS	546.18
34096	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	COPIER LEASE	104.48
34097	WINDSTREAM	STATE INTERNET CONTRACT	<u>122.50</u>
<b>Checking Account Total:</b>			<b>118,905.85</b>
<b>Checking 1</b>			
34046	BALOUN, DEREK	CPR CLASS REIMB	16.05
33974	BALOUN, KIMBERLY	CPR CLASS REIMB	15.83
2131	CENTRAL NEBRASKA REHABILITATION SERVICES	OT/PT SERVICES	539.50
2078	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	2,090.10
33985	DOLLAR GENERAL - REGIONS 410526	SUPPLIES	60.00
33984	EKART, JAMES	REIMB OF CPR CLASS	16.05
33975	ERICSON, LUKAS	REIMB OF CPR CLASS	16.05
2151	FILEWAVE USA, INC.	SOFTWARE	2,785.20
2150	HOMETOWN LEASING	FLOOR SCRUBBER LEASE	1,677.39
33973	KROPATSCH, NICOLE	CPR CLASS REIMBURSEMENT	16.05
2080	LAKESHORE LEARNING MATERIALS	SUPPLIES	833.70
33982	LAVALEY, JASON	SUPPLIES	201.40
2148	OSTMEYER LAWN SERVICE	WEED SPRAYING	750.00
33981	POLK COUNTY RPPD	ELECTRICITY	12,888.78
2141	POSTMASTER	NEWSLETTER POSTAGE	187.80
33976	RINEHART, JULIE	CPR CLASS REIMB	16.05
2146	TIME MANAGEMENT SYSTEMS, INC.	PAYROLL TIME SYSTEM	4,580.00
33983	ZELASNEY, MALLORY	CPR CLASS REIMBURSEMENT	<u>16.05</u>
<b>Checking Account Total:</b>			<b><u>26,706.00</u></b>
<b>TOTAL CHECKS &amp; PREPAIDS</b>			<b>145,611.85</b>
<b>TOTAL PAYROLL</b>			<b><u>280,687.35</u></b>
<b>GRAND TOTAL</b>			<b><u>426,299.20</u></b>

**Board Report - Monthly**

**SPECIAL BUILDINGFUND**

Posted - During Check Cycle; Fund Number 08; Processing Month 03/2022

1378	LOVE SIGNS, INC.	CHAMPIONSHIP BANNERS	<u>9,960.00</u>
<b>GRAND TOTAL:</b>			<b><u>9,960.00</u></b>

**Board Report - Monthly**

**QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND**

Automatic Payment; Fund Number 09; Processing Month 03/2022

428	PINNACLE BANK - OSCEOLA	WIRE FEE FOR FINAL QCPUF PAYMENT	15.00
<b>GRAND TOTAL:</b>			<b><u>15.00</u></b>





By Schmidt Speech-Language Pathology Services, LLC  
Phone: 402-942-1329 Fax: 402-606-4664  
Email: deb@therapyworksne.com

**Schmidt Speech Language Pathology Services, LLC**  
Contract Agreement

This agreement, entered into on \_\_\_\_\_, 2022 by **Schmidt Speech Language Pathology Services, LLC**, (“Therapy Servicer”) – trade name Therapy Works of Nebraska, located in Omaha, NE and Osceola Public Schools (“Facility”), located in Osceola Nebraska.

The Facility has the responsibility to ensure that services provided by outside resources meet the professional standards and principles that apply to the area of consultation that the Therapy Servicer is providing and that services are provided in a timely manner.

The Therapy Servicer attests that it is duly-qualified, licensed, registered or certified and skilled to provide the services as listed.

The Facility desires to retain Therapy Servicer and Therapy Servicer desires to be retained by the Facility.

In consideration of these premises and of the following terms, provision and conditions, the parties agree as follows as well as listed in Appendix A.

1. **Scope of Services Provided:** Therapy Servicer agrees to provide to the Facility with Speech Language Pathology Services as defined below. Therapy Servicer will render direct, indirect, and consultation services on location during the term of this agreement.
2. **Compensation:** For any and all services provided as per the terms of this agreement by Therapy Servicer, the Facility shall pay to **Schmidt Speech Language Pathology Services, LLC:**
  - Compensation of **\$65/hour** for **ALL** time expended and utilized for Speech Language Pathology Services.
  - Travel time and Mileage will be calculated for therapists traveling more than 20 miles round trip to the facility, and not to exceed 1.5 hours per day.
  - Mileage expenditure will be charged at the federal mileage reimbursement rate.
  - No other monies for compensation, reimbursement, or expenses shall be paid to Therapy Servicer by the Facility unless agreed to in this section.
3. **Invoicing:** The Facility will be billed by the 20<sup>th</sup> day of the following month with payment due fifteen (15) days from the invoice date. Past due invoices will be assessed a \$15.00 service fee and 15% interest for every thirty (30) days past due. In the event that payment is not received within ninety (90) days, services to the Facility will be suspended until payment in full is received.
4. **Penalty Charges:** A penalty charge of \$25.00 will be assessed for each returned check. In addition, there will be a charge for any other expenses to our account resulting from the returned check. In the

event of a second returned check, further payment will then be paid by a certified check. In the event that payment is not received within ten (10) days of notification, services to the Facility will be suspended until payment in full is received.

5. Contracted Hours: **Schmidt Speech Language Pathology Services, LLC**, provides contracted hours based on the level of care and complex severity of clients as well as caseload census.

**Schmidt Speech Language Pathology Services, LLC**, will provide the following for the specific school districts listed below:

- Speech Language Pathology Services for Osceola Public Schools during the 2022-2023 School Year
  - Approximate Caseload: 30 to 50 Students
  - Approximate Need: 18-25 hours/week + additional hours and days/month for testing and obtaining needed contact time as listed on student IEPs
6. Terms of Agreement: The terms of this agreement shall be in full force and effective on the date listed above. An intake meeting shall be conducted between the respective school districts and Therapy Servicer before services begin to properly transition services. In the same respect, a mid year and end of the school year meeting shall occur between the respective school districts and Therapy Servicer to discuss student needs and continuation of the Contract Agreement after the terms have ended.
7. Relationship: The Therapy Servicer providing services under this agreement shall NOT be deemed to be an employee of the Facility for any reason. The parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the agent or representative of the other party for any purpose whatsoever. Neither has any general authority to enter into any contract, assume any obligation or to make any warranties or representations on behalf of the other. Therapy Servicer further agrees to be responsible for any and all federal and state unemployment tax liabilities that arise by virtue of services provided under the terms of this agreement.
8. Confidentiality: Therapy Servicer is hereby authorized by the Facility to review all books, records, papers or other materials pertaining to the business of the Facility or its respective students/ that are necessary for the Therapy Servicer to appropriately render services hereunder. All materials reviewed by the Therapy Servicer and the content thereof shall be held in a completely confidential manner, and shall not be disclosed by the Therapy Servicer to any other persons, without the written consent and authorization of the Facility or as allowed by law under the HIPPA Reconciliatory Act.
9. Facility Policies: Therapy Servicer agrees to perform consulting services in compliance with established policies and procedures of the Facility, including but not limited to Safety, Infection Control, Resident Rights, Abuse and Neglect, and HIPPA.
10. Liability: **Schmidt Speech Language Pathology Services, LLC**, agrees to indemnify, hold harmless and defend **Facility**, its officers, agents and employees from and against any and all claims, costs, actions, causes of action, losses or expenses, including reasonable attorney's fees, resulting from or caused by the actions or omission of **Schmidt Speech Language Pathology Services, LLC**, its agents, officers or employees in rendering services or performing duties pursuant to this Agreement. **Facility** agrees to indemnify, hold harmless and defend **Schmidt Speech Language Pathology**

**Services, LLC**, its officers, agents and employees from and against any and all claims, costs, actions, causes of action, losses or expenses, including reasonable attorney's fees, resulting from or caused by the actions or omission of **Facility**, its agents, officers or employees in rendering services or performing duties pursuant to this Agreement.

11. Liability Insurance: The Therapy Servicer will maintain liability insurance coverage for any acts of negligence committed at the Facility or on Facility related business. The policy will not be less than one million five hundred thousand dollars (\$1,000,000). Therapy Servicer will provide evidence of coverage on an annual basis to Facility.
  
12. Hiring or Inducing any employees of Therapy Servicer: The Facility recognizes that the Therapy Servicer is induced and entered into this Agreement by the covenants and assurances made by the Facility that the Facility will not, during the term of this Agreement and for one (1) year thereafter, hire or induce any employees of Therapy Servicer to become contractors or employees of the Facility. The Facility recognizes that irrevocable harm and damage will be done to the Therapy Servicer. Therefore, the Facility agrees that during the term of this Agreement and for a period of one (1) year thereafter, it will not directly or indirectly hire, contract with or any way be associated with former employee(s) of the Therapy Servicer without the express written consent of the Therapy Servicer. In the event that the Facility violates the terms of this Contract Agreement, the parties agree and stipulate that the Therapy Servicer may seek an appropriate equitable redress including injunction in a court of appropriate jurisdiction prohibiting the continued relationship between the Facility and Therapy Servicer's employee(s). In addition to that remedy, for each day that the Facility violates the terms of this provision it shall be indebted to Therapy Servicer as liquidated damages and not as a penalty the sum of \$100.00 per diem. The parties agree that the liquidated damages set forth in this paragraph shall not be considered for any purposes a penalty or an exclusive remedy. If the Facility elects to employ a Therapy Servicer employee, a recruiting/placement fee equal to 50% of the employee's anticipated total first year compensation will be paid to Therapy Servicer.
  
13. Miscellaneous:
  - A. This agreement constitutes the full, complete and entire agreement between the Facility and the Therapy Servicer.
  - B. No modification, renewal, extension or waiver of this agreement, or any of the provisions contained herein, shall be binding on either party, unless the terms are contained herein and are made in writing and signed by each party by a person duly authorized.
  - C. The waiver of either party of a breach or violation of any provision of this agreement shall not operate as, or construed to be, a waiver of any subsequent breach thereof.
  - D. Neither the Facility nor the Therapy Servicer will discriminate against any person provided to perform services under this agreement by reason of race, color, creed, sex, handicap, national origin, or religious preference.
  - E. Therapy Servicer will provide the Facility with a current photocopy of professional liability insurance coverage, the certification, license, or registration card with expiration date. If the expiration date occurs during the time of said agreement, a copy of a renewal card will be supplied upon said expiration date. Therapy Servicer further agrees to promptly notify

Facility of any restrictions, suspensions, or limitation of his/her license, registration or certification status that occurs during the time of this agreement.

The Facility and the Therapy Servicer have, by their signatures, agreed to the conditions of this contract on the day and year first written above.

\_\_\_\_\_  
**Osceola Public Schools**  
Representative Signature

\_\_\_\_\_  
**Schmidt Speech Language Pathology Services, LLC**  
CEO/Owner Signature

\_\_\_\_\_  
Printed Name/Title

Debra H Prange  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Facility Initials: \_\_\_\_\_

Schmidt Speech Language Pathology Services, LLC Initials: \_\_\_\_\_

**Schmidt Speech Language Pathology Services, LLC**  
Contract Agreement – Appendix A, Services Defined

1. Therapy and Assessment Materials: The Facility shall provide any and all materials required to provide adequate therapy services with reasonable means as directed in the students' Individual Education Plans.
2. Technology: Therapy Servicer will provide the Therapist laptop computer and iPad tablet to assist in therapeutic services.
3. District and Building Training: The Facility shall provide sufficient training to Therapy Servicer in regards to compliance needs in related to: 1) Weather, 2) Fire, 3) Student Behavior, 4) Special Education District, State, and Federal Law. 4) Any other not listed here or elsewhere.
4. Student Supervision: Due to constraints of being a contracted service, Facility will assign an on location staff to be responsible for the well-being of the student while the student is participating in treatment and assessment. Therapy Server is not responsible for the student while participating in services; rather, Therapy Servicer is responsible for the treatment design and implementation of each session.
5. Daily Schedule/Hours Available: Therapy Servicer shall work together with Facility to best determine a schedule based availability of the assigned therapist as well as therapeutic intervention needs of each student as stated in students' Individual Education Plans. A determined schedule will be defined by the first week of the 2017-2018 School Year. Scheduled blocks of time for Therapy Servicer to provide services at Facility shall occur in at least 4-hour increment blocks. In the event that therapy services are required outside the typical contracted schedule via distance based, (such as email, phone, fax consultation) time will be billed by the hour with a minimum of .25 hours per contact.
6. Documentation/Planning Time: Each 4 hours the Facility contracts with Therapy Servicer shall include at least one (1) planning period built into the daily schedule equal to at least 30 minutes time; an 8 hour day would respectively equal at least 60 minutes of sufficient planning. If sufficient planning period is not available during the day, time will be added to the end of the regularly scheduled day. If the planning time is used during the day for an extra or additional meeting (IEP, MDT, teacher communication), sufficient planning time will be added to the end of the day to ensure adequate planning for both direct, indirect, and collaborative intervention services. In addition, if the caseload's workload indicates the need for additional planning time due to the nature of student needs within the caseload, additional planning time will be utilized to best design intervention focused on meeting IEP goals.
7. Compliance Standards: Reminders of IEPs/MDTs due as well as any district specific compliance measures that need to be completed should be provided at the beginning of the year as well as monthly reminders directly emailed to therapyworks.ne@gmail.com at the beginning of the month. Examples include, but are not limited to: IEPs/MDTs/Assessments/Progress notes/MIPs due that month.
8. IEPs – Primary Caseload Manager: Therapy Servicer agrees to help schedule IEP meetings in which the therapist is the caseload manager; however, it is the Facility's responsibility comply with

IEP/MDT deadlines. Therapy Servicer agrees to enter information into SRS; however, before finalization of the document, a district representative shall review the fill and determine if the necessary components are found within. Therapy Servicer should not be used as the district representative for the meeting. [L] [SEP]

9. IEPs – Related Services: Therapy Servicer agrees to participate in IEP meetings in which the therapist is a member of the related services team as well as enter appropriate information into the IEP on SRS; however, Therapy Servicer should be allowed sufficient written notice of the meetings occurrence to be present in the meeting. If Therapy Servicer is not able to attend the meeting in person, prior written information provided to the IEP caseworker shall considered sufficient. Therapy Servicer should not be used as the district representative for the meeting.
10. New and Re-Verification of a Student – Speech/Language Only: The Facility agrees to obtain permission to test form with correct signatures and agrees to notify Therapy Servicer of date compliance. Therapy Servicer agrees to provide skilled testing and assessment. Therapy Servicer agrees to assist in scheduling, planning, and running of the MDT as well as the Initial Placement and IEP meeting, if needed. Therapy Servicer agrees to enter information into SRS; however, before finalization of the document, a district representative shall review the fill and determine if the necessary components are found within. Therapy Servicer should not be used as the district representative for the meeting.
11. New and Re-Verification of a Student – Related Service (School Psychologist also involved): The Facility agrees to obtain permission to test form with correct signatures and agrees to notify Therapy Servicer of date compliance. Therapy Servicer agrees to provide skilled testing and assessment. Therapy Servicer agrees to participate in the MDT as well as the Initial Placement and IEP meeting. Therapy Servicer agrees to enter information into SRS; however, before finalization of the document, a district representative shall review the fill and determine if the necessary components are found within. If Therapy Servicer is not able to attend the meeting in person, prior written information provided to the School Psychologist shall considered sufficient. Therapy Servicer should not be used as the district representative for the meeting.
12. Progress Notes: The Therapy Servicer agrees to writing quarterly progress notes and documenting within SRS. During weeks in which progress notes are due, Therapy Servicer will attempt to complete notes during the allotted documentation/planning time; however, additional time may be required and billed to appropriately document progress. [L] [SEP]
13. Cancellations: Above states Therapy Servicer will charge the Facility for services provided per week as determined by a set schedule at the beginning of the school year. No matter the set school calendar changes, changes in school schedule, school cancellations, early dismissals, snow days, and/or otherwise not specified etc., Therapy Servicer will have a qualified therapist ready to provide services as noted in the Contracted Hours and Terms of Agreement as listed above. If the regularly scheduled therapist from Therapy Servicer is unable to make it to the school due to illness, Therapy Servicer will cover with a different qualified therapist from Therapy Servicers' qualified staff. If Therapy Servicer is available to provide services, contracted hours will be billed to the Facility. If Therapy Servicer is unable to provide a qualified therapist to complete services, hours will not be billed to the Facility.

# AGREEMENT

## CONTRACTED LEVEL I, II, AND III SPECIAL EDUCATION SERVICES

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of **March 2022** by and between Educational Service Unit 7 of the State of Nebraska, hereinafter called “Servicing Agency” and **Osceola Public Schools** hereinafter called “District.”

### **WITNESSETH:**

1. That the Serving Agency does hereby agree that it will furnish to the District the following described Special Education services which meet the requirements of the State Department of Education. All rates are subject to the approval of the State Department of Education, and will be provided to the district prior to the district’s budget preparation.
2. That the Serving Agency does hereby agree it will furnish to the District the following described special education services as follows:
3. Services shall be provided only to children who qualify for such services as specified in State Department of Education, Special Education Rules and Regulations (Rule 51).
4. The Servicing Agency shall supply recorded information on each child for whom services are contracted. The Servicing Agency agrees that it will confer with the School District personnel for purposes of evaluating each child’s progress.
5. The placing of a child in said program shall be made by joint decision of the Servicing Agency, the District, parents and/or guardians, and other members of the IEP team.
6. The Servicing Agency agrees to perform the services and the District agrees to pay in accordance with the Servicing Agency rate schedule as approved by the Nebraska State Board of Education. This schedule shall be in full force and effect during the school year of 22-23 commencing no earlier than August 1, 2022 and ending no later than July 31, 2023.
7. The Servicing Agency retains the right to designate personnel to provide services. All personnel provided by the Servicing Agency shall be endorsed to provide their respective services.
8. Policies regarding sick leave, personal leave, and professional leave shall be determined by the negotiated agreement with the Servicing Agency for personnel providing services to the District.
9. In the event that school district’s programming requirements and needs change at any time subsequent to and during the term of this agreement, the costs to the school established by this agreement, shall in mutual agreement between ESU 7 and the school district be adjusted and prorated and the parties may agree. Nothing in this paragraph, however, shall be construed to entitle the school district to abrogate this contract or declare it void. The district shall be obligated to pay all sums specified by this contract as due and owing the ESU 7 regardless of changes in circumstances within the district during the course of this contract. The ESU 7 shall, however, be obligated to meet with the school district and discuss in good faith alternatives to mitigating expense, reallocating staff, and other resources within the bounds of the law and as the ESU 7 may

in its sole discretion determine to be in the best interest of ESU 7 and the school district. Any and all changes or expenses incurred by ESU 7 in the course of performing its obligations pursuant to this agreement, or in preparing to do so, shall become due and payable by school district to ESU 7 upon billing in a manner consistent with the billing provision of this agreement.

**10.** If, for any reason the District does not pay as agreed, the Servicing Agency may cancel this contract and forthwith, without notice, refuse further services, without notice, to said district, but the District shall not be relieved from paying for services rendered by the Servicing Agency to the said District to date of termination of service. The District hereby expressly agrees, acknowledges and affirms that its refusal to pay for services rendered will result in the Servicing Agency refusal to render services in the future and that, by refusing to pay, the District does not and will not expect the Servicing Agency to provide services of any kind to the District until payment has been made in full.

**11.** The School District agrees that its payments will be made upon receipt of billing from the Servicing Agency. If the District refuses to make payment within sixty(60) days upon its receipt of billing, the outstanding amounts owed shall accrue in interest of the 1.25% per month or the maximum permitted by law, whichever is less, plus the expenses of collection.

**12.** It is understood and agreed, that in the event of any reason this contract does not comply with the State’s requirement, it will be changed in accordance therewith, upon written notice by the Servicing Agency to the District and advising the District of the required changes to meet State requirements.

**13.** It is agreed this contract between the Servicing Agency and district must be signed by the District Board or Representative and returned to the Servicing Agency by March 25, 2022. The Servicing Agency’s Board will then sign and return a copy of the contract to the District.

This agreement shall be binding upon the parties hereto and their successors. The persons executing this Agreement on behalf of the respective parties specifically acknowledge and represent that they have value authority to bind the party to whose benefit this Agreement had been executed.

**Signatures:**



Mar 9, 2022

\_\_\_\_\_  
**District Board Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**ESU 7 Servicing Agency Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**ESU 7 SPED Director**

\_\_\_\_\_  
**Date**



# Osceola

This document outlines the services your district has projected with ESU 7 for the 22-23 school year. Districts please return to Megan Kassing at ESU7 on or before March 25, 2022. If you have questions please contact Tami Clay.

	0-2 2143.591 3-5 2142.591 SA 2141.591 School Psychology	0-2 2143.591 3-5 2142.591 SA 2141.591 LMHP	0-2 2153.591 3-5 2152.591 SA 2151.591 Speech Lang. Pathologist	0-2 2153.591 3- 5 2152.591 SA 2151.591 Deaf Education	0-2 2183.591 3-5 2182.591 SA 2181.591 Vision/TVI	0-2 2183.591 3-5 2182.591 SA 2181.591 O & M	0-2 1292.591 3-5 1291.591 Homebound Early Childhood	1200.591 Transition 0-2 1292 3-5 1291	1200.591 Resource Coach 0-2 1292 3-5 1291	1200.591 Behavior Analyst 0-2 1292 3-5 1291	1200.591 Braille 0-2 1292 3-5 1291	1200.591 Cen7ter/Vision Para 8001	1200.591 Cen7ter Student(s) 4012	1200.591 Learning Academy Student(s) 4021	Total Hours	Building
Building	1002	4071	4001	4024	4030	4048	4003	2012	2002	2013	4050	8001	4012	4021		Building
0-2 Home	0.00	0.00	15.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00	0-2 Home
Preschool Home	0.00	0.00	15.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00	Preschool Home
Preschool	0.00	0.00	30.00	0.00	0.00	0.00	178.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	208.00	Preschool
K-5 Elem	0.00	148.00	0.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	178.00	Elem
6-8 MS Sec	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	MS Sec
9-12 HS Sec	0.00	90.00	0.00	0.00	30.00	0.00	0.00	30.00	74.00	0.00	0.00	0.00	1480.00	1480.00	3184.00	HS Sec
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	Preschool Non-Pub
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	Elem Non-Pub
Sec 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
Regular Ed	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	Regular Ed
Total Hours	0.00	298.00	60.00	0.00	60.00	0.00	238.00	30.00	74.00	0.00	0.00	0.00	1480.00	1480.00	0.00	
FTE	0.00	0.20	0.04	0.00	0.04	0.00	0.16	0.02	0.05	0.00	0.00	0.00	1.00	1.00	2.51	
Rate	97.00	84.00	91.00	105.00	130.00	130.00	120.00	100.00	96.00	96.00	42.00	18.00	27.50	27.50		
Per Service Total	0.00	25032.00	5460.00	0.00	7800.00	0.00	28560.00	3000.00	7104.00	0.00	0.00	0.00	40700.00	40700.00	\$158,356.00	
21-22 Contracted FTE		0.10	0.04		0.02		0.16	0.02	0.10				1.00	1.00	2.440	



# 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

---

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

---

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: \_\_\_\_\_ End Date: \_\_\_\_\_ Customer Number: \_\_\_\_\_  
 Bill To: \_\_\_\_\_ Customer Site: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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:  
 \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_

Payable in \_\_\_\_\_  MONTHLY,  QUARTERLY,  ANNUAL (Check One) installment(s) of:  
 \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_

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 \_\_\_\_\_ additional year(s) at a \_\_\_\_\_ % 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: \_\_\_\_\_ GARRATT-CALLAHAN COMPANY \_\_\_\_\_

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
 (PRINTED NAME) (PRINTED NAME)

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

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_



## 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

## Technology Purchase Proposal

Proposal for 2021-2022 school year is:

Purchase 8 – (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 \$31,160 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 the same model as the ones we purchased last year. 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 plus a few extras for spares and replacement.

<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	\$3895

Purchase 5 – (10 Packs) of the iPad 10.2-inch 64GB.

Purchase 2 – (10 Packs) of the iPad 10.2-inch 256GB.

This would update the iPads in the Elementary to be able to run the most current operating system that we need to stay current with testing requirements. Total for these would be \$23580.

<b>iPad</b>	<b>Screen Size</b>	<b>Storage</b>	<b>Cost per Unit</b>	<b>Total</b>
iPad 10-pack	10.2-inch	64GB	\$294	\$2940
iPad 10-pack	10.2-inch	256GB	\$444	\$4440

Purchase 4 – (5 Packs) of the MacBook Pro 13-inch 256GB.

Purchase 1 – (5 Pack) of the MacBook Pro 13-inch 512GB.

Purchase 1 – (5 Pack) of the MacBook Pro 16-inch 512GB.

These would be for staff and teachers to replace aging current computers. The current computers are almost 5 years old. Total for these would be \$41,870.

<b>Computer</b>	<b>Screen Size</b>	<b>Processor</b>	<b>Memory</b>	<b>Storage</b>	<b>Cost per Unit</b>	<b>Total</b>
<b>MacBook Pro 5-pack</b>	<b>13-inch</b>	<b>M1 Chip</b>	<b>8GB</b>	<b>256GB</b>	<b>\$1179</b>	<b>\$5895</b>
<b>MacBook Pro 5-pack</b>	<b>13-inch</b>	<b>M1 Chip</b>	<b>8GB</b>	<b>512GB</b>	<b>\$1379</b>	<b>\$6895</b>
<b>MacBook Pro 5-pack</b>	<b>16-inch</b>	<b>M1 Chip</b>	<b>16GB</b>	<b>512GB</b>	<b>\$2279</b>	<b>\$11395</b>

## Cross County/High Plains/Osceola Softball Coop

NSAA requires that a possible coop answer 19 questions that are presented in their coop application.

### **1. If you already have a program, are students from another school going to replace students from your community?**

The starting 9 on the varsity and junior varsity softball teams will likely be a mix of High Plains, Cross County, and Osceola students based on the coaches decision of who is a varsity player. Girls from all three schools will compete for playing time.

### **2. Who will pay the cost of equipment and travel?**

If new equipment is needed, Cross County will cover the cost. **New Uniforms were purchased ahead of the 2021-2022 season and Cross County, High Plains, and Osceola will share the cost of the uniforms.** **Travel to away events will be organized and determined on a yearly basis. The goal is for the cost of travel to be somewhat shared by the districts.**

### **3. How will gate receipts be dispersed?**

**All softball** games will be played at Cross County field so gate receipts would be dispersed to Cross County. **If High Plains or Osceola hosts a game (homecoming week as an example), the gate receipts for that game would go to the school hosting. Cross County has already contracted softball umpires for all fall of '22 games and would ask that the host school cover the cost of that crew umpiring the game at either High Plains or Osceola.**

### **4. Who is responsible for the cost of travel to and from practice?**

Practices will be held at Cross County and High Plains and Osceola would provide travel to and from Cross County for practice.

### **5. Where will practice be held?**

Practices will be held at Cross County. **If High Plains or Osceola ends up hosting one of the home games, it would be recommended to have some practices at that field ahead of that game.**

### **6. Where will contests be played?**

The games will be held at the softball facility in Cross County. **High Plains and Osceola will have the opportunity to play one "home" game/year at their facility in this next two year coop agreement. Perhaps one of the games could correlate to High Plains or Osceolas**

homecoming week. If the game requested falls on homecoming week for Cross County, Cross County would still retain that "home" game for homecoming week and High Plains or Osceola would have the option of picking another game. If there were two home games during Cross County's homecoming week, the two schools would discuss which game would be played at CC and which game would be played at Osceola field or High Plains field.

**7. Which school's identity will be used? Mascots, colors, etc.**

The new co-op will not use any previous identities of any of the 3 schools. The new coop will be called; Polk County "Slammers".

Color is Red, White and Black.

**8. Are local eligibility rules, lettering guidelines, etc. the same at both schools?**

Eligibility guidelines, downlist, code of conduct, etc. should apply to the athlete based on the school they attend. Lettering guidelines will be consistent based on the head coach's lettering guide.

**9. Selection of cheerleaders. Who's eligible?**

Cheerleaders do not and will not cheer at softball events.

**10. Will activity tickets and/or season tickets be honored?**

Yes

**11. How will coaches be employed and paid?**

Cross County currently employs a head coach and a paid assistant coach and will continue to do so. High Plains and Osceola would each employ an assistant coach, if possible, to shuttle kids over and to coach during practice and games. ~~Osceola is not providing a paid coach but will provide someone to shuttle the players over.~~ In the process of hiring coaches, all schools will have some input/consultation.

**12. Insurance.**

Each school provides insurance for their own student (if requested). The issue of liability would belong to the school where the practice or the game is being held.

13. If students are combined for girls basketball, for example, the boy's teams may be assigned to different districts - possibly even different classes.

This question does not apply to a co-op in softball.

**14. Expenses for facilities, lights, heating, showers, towels, laundry, etc. including maintenance of practice and playing facilities.**

Cross County would continue to pay for all maintenance of the facility. **If a game is played at an Osceola or High Plains location, maintenance of that facility will be the responsibility of the home school.**

**15. Expenses for scouting, coaches' meetings, etc. Who is responsible?**

Scouting simply doesn't occur with the short softball season. If there is a meeting where the head coach attends, Cross County will provide expenses. If all coaches attend, the schools will work out some arrangement of sharing costs.

**16. Contracts with other schools, officials, etc.**

Cross County's A.D. will set up all contracts with other schools and officials, etc.

**17. Responsibilities for hosting and supervising events.**

Cross County is hosting the games and would carry the responsibilities of getting the field and event ready. During home games, each school would have a supervisor for each event (if possible) and administration would then work out a schedule where one supervisor from either school would attend any away events (if possible). **In the event a game is hosted at an Osceola or High Plains location, supervision and field preparation will be the responsibility of the hosting school.**

**18. Resolution of disputes.**

The A.D.s from the three schools will collaboratively be a part of resolving disputes. Likewise, the appeal of the A.D.s decisions should be brought to all principals collaboratively, and an appeal of that should be brought to all superintendent's collaboratively.

**19. Which school will handle eligibility?**

Eligibility (as stated in question 8) is handled differently at each school. Students from Cross County will abide by Cross County's eligibility rules, High Plains students must abide by High Plains's eligibility rules, and Osceola students will abide by Osceola's eligibility rules.

**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 Jeremy Struckman, 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 8, 2022, and end on or about June 30, 2023, and shall consist of 195 days of service including at least 186 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 2022-23 negotiated agreement.

Education Placement: BA + 27

Experience Placement: 12

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, 2022, 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 195 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 February 22, 2022, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed Feb 21, 2022

Jeremy Struckman  
Teacher  


NOTE: SEND  
THIS CONTRACT  
TO DR. LAVALEY

Executed \_\_\_\_\_, 2022

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

Attest:

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

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

## **INTERLOCAL AGREEMENT TO SHARE A SPANISH TEACHER**

This agreement is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827, by **Polk County School District 72-0019**, commonly known as **Osceola Public Schools** (referred to herein as "Osceola") and **Polk County School District 72-0075**, commonly known as **High Plains Community Schools** (referred to herein as "High Plains").

WHEREAS, the Parties are political subdivisions of the State of Nebraska and desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have passed resolutions authorizing each party to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

- 1. No Separate Legal Entity.** This Agreement does not establish a separate legal or joint entity.
- 2. Purposes.** The purposes of this agreement are:
  - A.** To permit the school districts to make the most efficient use of their powers and resources by sharing the services of a Spanish Teacher ("Teacher") who will provide services on approximately a .50 Full-time Equivalent (FTE) basis to Osceola and on approximately a .50 FTE basis to High Plains.
  - B.** To enhance the ability of the school districts to attract and maintain a qualified Teacher by ensuring that the Teacher will have full-time employment;
  - C.** To facilitate the school districts' use of a Teacher on a shared basis by providing for the scheduling of the Teacher's time in a coherent and efficient manner; and

- D. To enhance the school districts' services and programs and to make increased educational opportunities and services available to the students of both school districts.

**3. Term.** This Agreement shall have a duration of one year, commencing with the 2022-23 school year, which shall begin on or about **July 1, 2022** and end on or about **June 30, 2023**. Subsequently, this Agreement shall automatically renew from year to year for an additional one-year term unless one of the parties gives written notice to the other on or before **March 1st** of its intention to terminate it at the conclusion of the then-current contract term. The parties may by mutual agreement terminate this agreement at any time.

**4. Administration.** Osceola's Superintendent and High Plains' Superintendent ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

**5. Nature of the Teacher's Employment.** Osceola shall employ a Teacher who is certificated and endorsed by the Nebraska Department of Education as a Spanish Teacher. The Teacher will be hired by Osceola pursuant to its policies and practices. Osceola shall be responsible for paying the Teacher's yearly salary and benefits. The employment contract between Osceola and the Teacher is subject to the collective bargaining agreement between the Osceola Board of Education and the Osceola Education Association. Osceola agrees to provide the services of the Teacher to High Plains on approximately a .50 FTE basis. For the purposes of this Agreement, the Teacher shall be an employee of Osceola Public Schools and will not be an employee of High Plains or a "joint employee" of Osceola and High Plains for any purpose.

**6. Sharing of Services Provided by Teacher.** The Teacher shall teach Spanish courses to both school districts. The type of services to be provided by the Teacher to High Plains shall be the same as those which are described in the Teacher's contract and/or job description with Osceola. The parties agree that to the extent practicable, the Teacher will on a weekly basis spend approximately 50% of his or her working time at Osceola tending to its affairs and approximately 50% of his or her working time at High Plains tending to its affairs. Generally, the Teacher will spend ½ of each day in Osceola and ½ of each day in High Plains. Osceola and High Plains will cooperate in the scheduling of the Teacher so as to make it possible for the Teacher to perform services at both schools without conflict or, when conflict

is unavoidable, in a manner that will minimize the conflict. The parties acknowledge and understand that in some cases special circumstances (holidays, conferences, training, testing, and/or other special circumstances) will require that the Teacher devote more time to the affairs of one of the parties to this Agreement than to the other during the course of a given week or weeks. The parties agree that in such cases, the schedule of the Teacher in the succeeding week or weeks shall be adjusted so that, for the 2022-23 school year, the amount of time spent by the Teacher in dealing with the affairs of each of the parties hereto shall be substantially equivalent to the 50/50% split. Schedule changes shall be arranged by e-mails between the school district's superintendents. If the movement of days should impact the days billed, the parties must have a written (e-mail) agreement detailing the change of days and billing amount approved by both the Superintendent of Osceola and High Plains prior to the change occurring. Every reasonable effort will be made to swap days if necessary to equitably allocate benefit time (professional days, personal days and/or sick days, etc.) between the two entities on the agreed upon split.

**7. Teacher's Salary and Fringe Benefits.** Osceola will pay the Teacher's salary for the 2022-23 school year pursuant to the terms of a Teacher's Contract (attached hereto as **Exhibit A**). The parties agree that, for the 2022-23 school year, Osceola has established the amount of the Teacher's salary at \$59,850 Base Salary (\$83,888.17 including benefits). Osceola shall also provide the Teacher with those additional fringe benefits specified in the Teacher's Contract.

**8. Payment to Osceola by High Plains.** For the educational services described in this agreement, High Plains shall pay Osceola \$41,000 per year. Osceola shall bill High Plains on a monthly basis in twelve equal installments. The amount billed is due on the 1st of each month and should be paid no later than the 20th of each month.

**9. Teacher Not a Third-Party Beneficiary.** This agreement does not create any enforceable rights in favor of the Teacher, and the Teacher is not a third-party beneficiary of the agreement.

**10. No Joint Employment.** This agreement does not make the parties joint employers of the Teacher for purposes of liability, Workers' Compensation, unemployment compensation, or any other purpose.

**11. Management, Evaluation, Discipline and Discharge.** Osceola shall have the right to manage, evaluate, discipline, and discharge the Teacher in a manner consistent with its employment contract, and as otherwise provided by law. Osceola shall evaluate the Teacher as required by law and

school policy, provided that it shall consider the positive and negative comments, if any, of the High Plains Superintendent or other representatives in preparing the Teacher's evaluation.

**12. Provision of Classroom, Books, and Instruments.** Each party shall provide such supplies and equipment as are necessary for the Teacher's performance of services at its respective premises. Each school district will make a classroom or workspace available for Teacher's instruction of its students.

**13. Termination During Term of Agreement.** Either party may terminate this agreement during its term if the Teacher serving at its commencement:

- A.** Submits a resignation with an effective date prior to the end of the term of the agreement, and the Osceola Board of Education accepts the resignation.
- B.** Dies prior to the end of the school year;
- C.** Is discharged by the Osceola Board of Education prior to the end of the school year.

**14. Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Parties do not anticipate a need to acquire, hold, or dispose of real or personal property to accomplish the purposes of this Agreement. The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real or personal property in the event that such a need arises.

**15. Financing and Budgeting.** Each party will budget separately to pay the costs and expenses that it will reasonably and necessarily incur to fulfill its obligations under this agreement.

**16. Taxes.** This Agreement does not grant the school districts any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 13-2816.

**17. Liability Insurance.** Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement.

**18. Indemnification.** To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified

and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

**19. Disposal of Property upon Termination.** The parties do not contemplate that this agreement will require the acquisition of any jointly held property. However, if it becomes necessary to dispose of property held jointly under this Agreement, it shall be divided and distributed as agreed between the school districts upon termination of this Agreement. If a dispute arises as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being distributed equally to the school districts.

**20. Nondiscrimination.** The school districts shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**21. Employment Eligibility Verification.** The school districts shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a school district employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**22. Notice.** A school district giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the respective Superintendents, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

Osceola: Osceola Public Schools  
Attn: Superintendent  
565 S. Kimmel  
PO Box 198  
Osceola, NE 68651

High Plains: High Plains Community Schools  
Attn: Superintendent  
260 S. Pine

PO Box 29  
Polk, NE 68654

Notice is effective only if the party giving the Notice has complied with this section.

**23. Amendment and/or Extension of Agreement.** The school districts may amend or extend this agreement. Any such amendment or extension shall require the approval of both boards of education and shall be in writing.

**24. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

**25. Counterparts.** The school districts may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the school districts need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other school district to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each school district to the other. In proving this Agreement, a school district must produce or account only for the executed counterpart of the school district to be charged.

**26. Assignment.** The school district shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other party.

**27. Reservation of Rights.** Each party reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

**28. Authority to Execute Agreement.** The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their Agency and that this Agreement is binding upon their Agency in accordance with its terms.

**29. Entirety of Agreement.** This agreement contains the school districts' entire agreement. It fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof.

**OSCEOLA PUBLIC SCHOOLS**

\_\_\_\_\_  
Dr. Jennifer Boruch, Board President

Date: \_\_\_\_\_, 2022

**HIGH PLAINS COMMUNITY SCHOOLS**

\_\_\_\_\_  
Paul VanHousen, Board President

Date: \_\_\_\_\_, 2022

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**OSCEOLA PUBLIC SCHOOLS  
2022-2023 CALENDAR**



AUGUST							AUGUST							JANUARY						
S	M	T	W	T	F	S	Aug. 8, 9, and 10 Teacher Inservice/Workdays							S	M	T	W	T	F	S
	1	2	3	4	5	6	Thur. Aug. 11 First Day, Dismiss @ 1:30 Teacher Inservice							1	2	3	4	5	6	7
7	8	9	10	11	12	13	JANUARY							8	9	10	11	12	13	14
14	15	16	17	18	19	20	Jan 1 - 3, Holiday Break							15	16	17	18	19	20	21
21	22	23	24	25	26	27	Wed. Jan 4th, Teacher Inservice							22	23	24	25	26	27	28
28	29	30	31				Thurs. Jan 5th, First day of Second Semester							29	30	31				
			Stu	15	Tch	18											Stu	19	Tchr	20
SEPTEMBER							SEPTEMBER							FEBRUARY						
S	M	T	W	T	F	S	Mon. Sept. 5th, Labor Day, No School							S	M	T	W	T	F	S
				1	2	3	Wed. Sept 21 Dismiss @ 1:30 Teacher Inservice										1	2	3	4
4	5	6	7	8	9	10	FEBRUARY							5	6	7	8	9	10	11
11	12	13	14	15	16	17	Wed. Feb. 8 Dismiss @ 1:30 Teacher Inservice							12	13	14	15	16	17	18
18	19	20	21	22	23	24	Mon. Feb. 13th No School							19	20	21	22	23	24	25
25	26	27	28	29	30									26	27	28				
			Stu	21	Tch	21											Stu	19	Tchr	19
OCTOBER							OCTOBER							MARCH						
S	M	T	W	T	F	S	Wed. Oct 5 Dismiss @ 1:30 Teacher Inservice							S	M	T	W	T	F	S
						1	Wed. Oct 12th, End of 1st Quarter Dismiss @ 1:30										1	2	3	4
2	3	4	5	6	7	8	Wed. Oct. 12th, P/T Conf. 4-8										1	2	3	4
9	10	11	12	13	14	15	Thurs. Oct 13th, Dismiss @ 1:30, P/T Conf. 9am-1pm							5	6	7	8	9	10	11
16	17	18	19	20	21	22	Fri. Oct. 14th, No School Fall Break							12	13	14	15	16	17	18
23	24	25	26	27	28	29	MARCH							19	20	21	22	23	24	25
30	31		Stu	19	Tch	20	Wed. March 8th, No School P/T Conferences Noon-8pm							26	27	28	29	30	31	
			1st qtr	44			Tues. March 7th, End 3rd Qtr, Dismiss @ 1:30 Inservice										Stu	19	Tchr	21
							Thurs.-Fri. Mar. 2 & 3, No School Winter Break										3rd qtr	42		
							Fri. March 24th, No School Teacher Inservice													
NOVEMBER							NOVEMBER							APRIL						
S	M	T	W	T	F	S	Wed. Nov. 9 Dismiss @ 1:30 Teacher Inservice							S	M	T	W	T	F	S
		1	2	3	4	5	Wed-Fri. Nov. 23-25, Thanksgiving Break													1
6	7	8	9	10	11	12								2	3	4	5	6	7	8
13	14	15	16	17	18	19	APRIL							9	10	11	12	13	14	15
20	21	22	23	24	25	26	Fri.-Mon. Apr. 7-10, Spring Break							16	17	18	19	20	21	22
27	28	29	30				Wed. April 19, Dismiss @ 1:30 Teacher Inservice							23	24	25	26	27	28	29
			Stu	19	Tch	19								30			Stu	18	Tchr	18
DECEMBER							DECEMBER							MAY						
S	M	T	W	T	F	S	Tue.-Wed. Dec. 20-21, Dismiss @ 1:30 Semester Tests							S	M	T	W	T	F	S
				1	2	3	Wed. Dec. 21, End of 1st Semester													
4	5	6	7	8	9	10	Dec. 22- 31, Holiday Break								1	2	3	4	5	6
11	12	13	14	15	16	17	MAY							7	8	9	10	11	12	13
18	19	20	21	22	23	24	Sat. May 13th, Graduation 2:00							14	15	16	17	18	19	20
25	26	27	28	29	30	31	Wed.-Thur. May 17-18, Dismiss @ 1:30 Semester Tests							21	22	23	24	25	26	27
			Stu	15	Tch	15	Thur. May 18th, End of 2nd Sem.							28	29	30	31			
							Fri May 19th, Teacher Inservice/Workday										Stu	14	Tchr	15
2nd qtr	45	Sem	89	Tchr	93		Mon. May 29 Memorial Day							4th qtr	47	Sem	89	Tchr	93	
														stu	177	Tchr	185			

- No School Holiday/Breaks
  - No School Teacher In-service
  - 1:30 Dismissal Possible Teacher In-service
  - Parent-Teacher Conferences
  - End Qtr./Sem. Dismiss 1:30 Teacher Inservice
  - Semester Tests Dismiss 1:30
- \*The end of the school year may be moved forward depending on snow days  
 \*\*Potential make-up days due to weather would be Feb 13th and April 10th

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**OSCEOLA PUBLIC SCHOOLS  
2022-2023 CALENDAR**



AUGUST							AUGUST							JANUARY							
S	M	T	W	T	F	S	Aug. 11, 12, 15 Teacher Inservice/Workdays							S	M	T	W	T	F	S	
	1	2	3	4	5	6	Tue. Aug. 16 First Day, Dismiss @ 1:30 Teacher Inservice							1	2	3	4	5	6	7	
7	8	9	10	11	12	13	JANUARY							8	9	10	11	12	13	14	
14	15	16	17	18	19	20	Jan. 1 - 2, Holiday Break							15	16	17	18	19	20	21	
21	22	23	24	25	26	27	Tue. Jan 3th, Teacher Inservice							22	23	24	25	26	27	28	
28	29	30	31				Wed. Jan 4th, First day of Second Semester							29	30	31					
			Stu	12	Tch	15											Stu	20	Tch	21	
SEPTEMBER							SEPTEMBER							FEBRUARY							
S	M	T	W	T	F	S	Mon. Sept. 5th, Labor Day, No School							S	M	T	W	T	F	S	
				1	2	3	Wed. Sept 21 Dismiss @ 1:30 Teacher Inservice										1	2	3	4	
4	5	6	7	8	9	10	FEBRUARY							5	6	7	8	9	10	11	
11	12	13	14	15	16	17	Wed. Feb. 8 Dismiss @ 1:30 Teacher Inservice							12	13	14	15	16	17	18	
18	19	20	21	22	23	24	Mon. Feb. 13th No School							19	20	21	22	23	24	25	
25	26	27	28	29	30									26	27	28					
			Stu	21	Tch	21											Stu	19	Tch	19	
OCTOBER							OCTOBER							MARCH							
S	M	T	W	T	F	S	Wed. Oct 5 Dismiss @ 1:30 Teacher Inservice							S	M	T	W	T	F	S	
						1	Wed. Oct. 12th, P/T Conf. 4-8											1	2	3	4
2	3	4	5	6	7	8	Thurs. Oct 13th, End of 1st Quarter, Dismiss @ 1:30							5	6	7	8	9	10	11	
9	10	11	12	13	14	15	Fri. Oct. 14th, No School Fall Break							12	13	14	15	16	17	18	
16	17	18	19	20	21	22	MARCH							19	20	21	22	23	24	25	
23	24	25	26	27	28	29	Wed. March 8th, No School P/T Conferences Noon-8pm							26	27	28	29	30	31		
30	31		Stu	20	Tch	21	Tues. Mar. 7th, End 3rd Qtr, Dismiss @ 1:30 Inservice										Stu	19	Tch	21	
			1st qtr			42	Thurs.-Fri. Mar. 2-3, No School Winter Break										3rd qtr			44	
							Fri. March 24th, No School Teacher Inservice														
NOVEMBER							NOVEMBER							APRIL							
S	M	T	W	T	F	S	Wed. Nov. 9 Dismiss @ 1:30 Teacher Inservice							S	M	T	W	T	F	S	
			1	2	3	4	5	Wed-Fri. Nov. 23-25, Thanksgiving Break													1
6	7	8	9	10	11	12	APRIL							2	3	4	5	6	7	8	
13	14	15	16	17	18	19	Fri.-Mon. Apr. 7-10, Spring Break							9	10	11	12	13	14	15	
20	21	22	23	24	25	26	Wed. April 19, Dismiss @ 1:30 Teacher Inservice							16	17	18	19	20	21	22	
27	28	29	30											23	24	25	26	27	28	29	
			Stu	19	Tch	19								30			Stu	18	Tch	18	
DECEMBER							DECEMBER							MAY							
S	M	T	W	T	F	S	Tue.-Wed. Dec. 20-21, Dismiss @ 1:30 Semester Tests							S	M	T	W	T	F	S	
				1	2	3	Wed. Dec. 21, End of 1st Semester														
4	5	6	7	8	9	10	Dec. 22- 31, Holiday Break								1	2	3	4	5	6	
11	12	13	14	15	16	17	MAY							7	8	9	10	11	12	13	
18	19	20	21	22	23	24	Sat. May 13th, Graduation 2:00							14	15	16	17	18	19	20	
25	26	27	28	29	30	31	Wed.-Thur. May 17-18, Dismiss @ 1:30 Semester Tests							21	22	23	24	25	26	27	
			Stu	15	Tch	15	Thur. May 18th, End of 2nd Sem.							28	29	30	31				
							Fri May 19th, Teacher Inservice/Workday										Stu	14	Tch	15	
2nd qtr	45	Sem	87	Tchr	91	Mon. May 29 Memorial Day							4th qtr	47	Sem	90	Tchr	94			
							No School Holiday/Breaks							stu	177	Tchr	185				
							No School Teacher In-service														
							1:30 Dismissal Possible Teacher In-service														
							Parent-Teacher Conferences														
							End Qtr./Sem. Dismiss 1:30 Teacher Inservice														
							Semester Tests Dismiss 1:30														
**Potential make-up days due to weather would be Feb 13th and April 10th																					

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**OSCEOLA PUBLIC SCHOOLS  
2022-2023 CALENDAR**



AUGUST							AUGUST							JANUARY							
S	M	T	W	T	F	S	Aug. 11, 12, 15 Teacher Inservice/Workdays							S	M	T	W	T	F	S	
	1	2	3	4	5	6	Tue. Aug. 16 First Day, Dismiss @ 1:30 Teacher Inservice							1	2	3	4	5	6	7	
7	8	9	10	11	12	13	JANUARY							8	9	10	11	12	13	14	
14	15	16	17	18	19	20	Jan. 1 - 3, Holiday Break							15	16	17	18	19	20	21	
21	22	23	24	25	26	27	Wed. Jan 4th, Teacher Inservice							22	23	24	25	26	27	28	
28	29	30	31				Thurs. Jan 5th, First day of Second Semester							29	30	31					
			Stu	12	Tch	15											Stu	19	Tch	20	
SEPTEMBER							SEPTEMBER							FEBRUARY							
S	M	T	W	T	F	S	Mon. Sept. 5th, Labor Day, No School							S	M	T	W	T	F	S	
				1	2	3	Wed. Sept 21 Dismiss @ 1:30 Teacher Inservice										1	2	3	4	
4	5	6	7	8	9	10	FEBRUARY							5	6	7	8	9	10	11	
11	12	13	14	15	16	17	Wed. Feb. 8 Dismiss @ 1:30 Teacher Inservice							12	13	14	15	16	17	18	
18	19	20	21	22	23	24	Mon. Feb. 13th No School							19	20	21	22	23	24	25	
25	26	27	28	29	30									26	27	28					
			Stu	21	Tch	21											Stu	19	Tch	19	
OCTOBER							OCTOBER							MARCH							
S	M	T	W	T	F	S	Wed. Oct 5 Dismiss @ 1:30 Teacher Inservice							S	M	T	W	T	F	S	
						1	Wed. Oct. 12th, P/T Conf. 4-8											1	2	3	4
2	3	4	5	6	7	8	Thurs. Oct 13th, End of 1st Quarter, Dismiss @ 1:30							5	6	7	8	9	10	11	
9	10	11	12	13	14	15	Fri. Oct. 14th, No School Fall Break							12	13	14	15	16	17	18	
16	17	18	19	20	21	22	MARCH							19	20	21	22	23	24	25	
23	24	25	26	27	28	29	Wed. March 8th, No School P/T Conferences Noon-8pm							26	27	28	29	30	31		
30	31		Stu	20	Tch	21	Tues. Mar. 7th, End 3rd Qtr, Dismiss @ 1:30 Inservice										Stu	19	Tch	21	
			1st qtr			42	Thurs.-Fri. Mar. 2-3, No School Winter Break										3rd qtr			43	
							Fri. March 24th, No School Teacher Inservice														
NOVEMBER							NOVEMBER							APRIL							
S	M	T	W	T	F	S	Wed. Nov. 9 Dismiss @ 1:30 Teacher Inservice							S	M	T	W	T	F	S	
		1	2	3	4	5	Wed-Fri. Nov. 23-25, Thanksgiving Break													1	
6	7	8	9	10	11	12	APRIL							2	3	4	5	6	7	8	
13	14	15	16	17	18	19	Fri.-Mon. Apr. 7-10, Spring Break							9	10	11	12	13	14	15	
20	21	22	23	24	25	26	Wed. April 19, Dismiss @ 1:30 Teacher Inservice							16	17	18	19	20	21	22	
27	28	29	30											23	24	25	26	27	28	29	
			Stu	19	Tch	19								30			Stu	18	Tch	18	
DECEMBER							DECEMBER							MAY							
S	M	T	W	T	F	S	Wed.-Thurs. Dec. 21-22, Dismiss @ 1:30 Semester Tests							S	M	T	W	T	F	S	
				1	2	3	Thurs. Dec. 22, End of 1st Semester														
4	5	6	7	8	9	10	Dec. 23- 31, Holiday Break								1	2	3	4	5	6	
11	12	13	14	15	16	17	MAY							7	8	9	10	11	12	13	
18	19	20	21	22	23	24	Sat. May 13th, Graduation 2:00							14	15	16	17	18	19	20	
25	26	27	28	29	30	31	Wed.-Thur. May 17-18, Dismiss @ 1:30 Semester Tests							21	22	23	24	25	26	27	
			Stu	16	Tch	16	Thur. May 18th, End of 2nd Sem.							28	29	30	31				
							Fri May 19th, Teacher Inservice/Workday										Stu	14	Tch	15	
2nd qtr	46	Sem	88	Tchr		92	Mon. May 29 Memorial Day							4th qtr	47	Sem	89	Tchr	93		
							No School Holiday/Breaks							stu	177	Tchr	185				
							No School Teacher In-service														
							1:30 Dismissal Possible Teacher In-service														
							Parent-Teacher Conferences														
							End Qtr./Sem. Dismiss 1:30 Teacher Inservice														
							Semester Tests Dismiss 1:30														
**Potential make-up days due to weather would be Feb 13th and April 10th																					

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**OSCEOLA PUBLIC SCHOOLS  
2022-2023 CALENDAR**



AUGUST							AUGUST							JANUARY						
S	M	T	W	T	F	S	Aug. 16, 17, and 18 Teacher Inservice/Workdays							S	M	T	W	T	F	S
	1	2	3	4	5	6	Fri. Aug. 19 First Day, Dismiss @ 1:30 Teacher Inservice							1	2	3	4	5	6	7
7	8	9	10	11	12	13	JANUARY							8	9	10	11	12	13	14
14	15	16	17	18	19	20	Jan. 1 - 2, Holiday Break							15	16	17	18	19	20	21
21	22	23	24	25	26	27	Tue. Jan 3rd, Teacher Inservice							22	23	24	25	26	27	28
28	29	30	31				Wed. Jan 4th, First day of Second Semester							29	30	31				
			Stu	9	Tch	12							Stu	20	Tch	21				
SEPTEMBER							SEPTEMBER							FEBRUARY						
S	M	T	W	T	F	S	Mon. Sept. 5th, Labor Day, No School							S	M	T	W	T	F	S
				1	2	3	Wed. Sept 21 Dismiss @ 1:30 Teacher Inservice										1	2	3	4
4	5	6	7	8	9	10	FEBRUARY							5	6	7	8	9	10	11
11	12	13	14	15	16	17	Wed. Feb. 8 Dismiss @ 1:30 Teacher Inservice							12	13	14	15	16	17	18
18	19	20	21	22	23	24	Mon. Feb. 13th No School							19	20	21	22	23	24	25
25	26	27	28	29	30								26	27	28					
			Stu	21	Tch	21									Stu	19	Tch	19		
OCTOBER							OCTOBER							MARCH						
S	M	T	W	T	F	S	Wed. Oct 5 Dismiss @ 1:30 Teacher Inservice							S	M	T	W	T	F	S
						1	Wed. Oct. 12th, P/T Conf. 4-8										1	2	3	4
2	3	4	5	6	7	8	Thurs. Oct 13th, Dismiss @ 1:30, P/T Conf. 4-8							5	6	7	8	9	10	11
9	10	11	12	13	14	15	Thurs. Oct 13th, End of 1st Quarter, Dismiss @ 1:30							12	13	14	15	16	17	18
16	17	18	19	20	21	22	Fri. Oct. 14th, No School Fall Break							19	20	21	22	23	24	25
23	24	25	26	27	28	29	MARCH							26	27	28	29	30	31	
30	31		Stu	20	Tch	21	Wed. March 8th, No School P/T Conferences Noon-8pm													
						1st qtr 39	Tues. Mar. 7th, End 3rd Qtr, Dismiss @ 1:30 Inservice										Stu	19	Tch	21
							Thurs./Fri. Mar. 2 & 3, No School Winter Break													3rd qtr 44
							Fri. March 24th, No School Teacher Inservice													
NOVEMBER							NOVEMBER							APRIL						
S	M	T	W	T	F	S	Wed. Nov. 9 Dismiss @ 1:30 Teacher Inservice							S	M	T	W	T	F	S
		1	2	3	4	5	Wed-Fri. Nov. 23-25, Thanksgiving Break													1
6	7	8	9	10	11	12	APRIL							2	3	4	5	6	7	8
13	14	15	16	17	18	19	Fri.-Mon. Apr. 7-10, Spring Break							9	10	11	12	13	14	15
20	21	22	23	24	25	26	Wed. April 19, Dismiss @ 1:30 Teacher Inservice							16	17	18	19	20	21	22
27	28	29	30										23	24	25	26	27	28	29	
			Stu	19	Tch	19							30			Stu	18	Tch	18	
DECEMBER							DECEMBER							MAY						
S	M	T	W	T	F	S	Tue.-Wed. Dec. 20-21, Dismiss @ 1:30 Semester Tests							S	M	T	W	T	F	S
				1	2	3	Wed. Dec. 21, End of 1st Semester													
4	5	6	7	8	9	10	Dec. 22-31, Holiday Break								1	2	3	4	5	6
11	12	13	14	15	16	17	MAY							7	8	9	10	11	12	13
18	19	20	21	22	23	24	Sat. May 13th, Graduation 2:00							14	15	16	17	18	19	20
25	26	27	28	29	30	31	Tues.-Wed. May 23-24, Dismiss @ 1:30 Semester Tests							21	22	23	24	25	26	27
			Stu	15	Tch	15	Wed. May 24th, End of 2nd Sem.							28	29	30	31			
							Thurs. May 25th, Teacher Inservice/Workday										Stu	18	Tch	19
2nd qtr 45	Sem 84	Tchr 88	Mon. May 29 Memorial Day							4th qtr 51	Sem 94	Tchr 98								

No School Holiday/Breaks	stu 177	Tch 185
No School Teacher In-service		
1:30 Dismissal Possible Teacher In-service		
Parent-Teacher Conferences		
End Qtr./Sem. Dismiss 1:30 Teacher Inservice		
Semester Tests Dismiss 1:30		

\*The end of the school year may be moved forward depending on snow days  
 \*\*Potential make-up days due to weather would be Feb 13th and April 10th

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**OSCEOLA PUBLIC SCHOOLS  
2022-2023 CALENDAR**



AUGUST							AUGUST							JANUARY						
S	M	T	W	T	F	S	Aug. 16, 17, and 18 Teacher Inservice/Workdays							S	M	T	W	T	F	S
	1	2	3	4	5	6	Fri. Aug. 19 First Day, Dismiss @ 1:30 Teacher Inservice							1	2	3	4	5	6	7
7	8	9	10	11	12	13	JANUARY							8	9	10	11	12	13	14
14	15	16	17	18	19	20	Jan. 1 - 3, Holiday Break							15	16	17	18	19	20	21
21	22	23	24	25	26	27	Wed. Jan 4rd, Teacher Inservice							22	23	24	25	26	27	28
28	29	30	31				Thurs. Jan 5th, First day of Second Semester							29	30	31				
			Stu	9	Tch	12							Stu	20	Tch	21				
SEPTEMBER							SEPTEMBER							FEBRUARY						
S	M	T	W	T	F	S	Mon. Sept. 5th, Labor Day, No School							S	M	T	W	T	F	S
				1	2	3	Wed. Sept 21 Dismiss @ 1:30 Teacher Inservice										1	2	3	4
4	5	6	7	8	9	10	FEBRUARY							5	6	7	8	9	10	11
11	12	13	14	15	16	17	Wed. Feb. 8 Dismiss @ 1:30 Teacher Inservice							12	13	14	15	16	17	18
18	19	20	21	22	23	24	Mon. Feb. 13th No School							19	20	21	22	23	24	25
25	26	27	28	29	30									26	27	28				
			Stu	21	Tch	21							Stu	19	Tch	19				
OCTOBER							OCTOBER							MARCH						
S	M	T	W	T	F	S	Wed. Oct 5 Dismiss @ 1:30 Teacher Inservice							S	M	T	W	T	F	S
						1	Wed. Oct. 12th, P/T Conf. 4-8										1	2	3	4
2	3	4	5	6	7	8	Thurs. Oct 13th, Dismiss @ 1:30, P/T Conf. 4-8										5	6	7	8
9	10	11	12	13	14	15	Thurs. Oct 13th, End of 1st Quarter, Dismiss @ 1:30							9	10	11	12	13	14	15
16	17	18	19	20	21	22	Fri. Oct. 14th, No School Fall Break							16	17	18	19	20	21	22
23	24	25	26	27	28	29	MARCH							23	24	25	26	27	28	29
30	31		Stu	20	Tch	21	Wed. March 8th, No School P/T Conferences Noon-8pm							30	31					
			1st qrt	39			Tues. Mar. 7th, End 3rd Qtr, Dismiss @ 1:30 Inservice										Stu	19	Tch	21
							Thurs./Fri. Mar. 2 & 3, No School Winter Break													
							Fri. March 24th, No School Teacher Inservice										3rd qrt	44		
NOVEMBER							NOVEMBER							APRIL						
S	M	T	W	T	F	S	Wed. Nov. 9 Dismiss @ 1:30 Teacher Inservice							S	M	T	W	T	F	S
		1	2	3	4	5	Wed-Fri. Nov. 23-25, Thanksgiving Break													1
6	7	8	9	10	11	12								2	3	4	5	6	7	8
13	14	15	16	17	18	19	APRIL							9	10	11	12	13	14	15
20	21	22	23	24	25	26	Fri.-Mon. Apr. 7-10, Spring Break							16	17	18	19	20	21	22
27	28	29	30				Wed. April 19, Dismiss @ 1:30 Teacher Inservice							23	24	25	26	27	28	29
			Stu	19	Tch	19								30			Stu	18	Tch	18
DECEMBER							DECEMBER							MAY						
S	M	T	W	T	F	S	Wed.-Thurs. Dec. 21-22, Dismiss @ 1:30 Semester Tests							S	M	T	W	T	F	S
				1	2	3	Thurs. Dec. 22, End of 1st Semester													
4	5	6	7	8	9	10	Dec. 23-31, Holiday Break								1	2	3	4	5	6
11	12	13	14	15	16	17	MAY							7	8	9	10	11	12	13
18	19	20	21	22	23	24	Sat. May 13th, Graduation 2:00							14	15	16	17	18	19	20
25	26	27	28	29	30	31	Tues.-Wed. May 23-24, Dismiss @ 1:30 Semester Tests							21	22	23	24	25	26	27
			Stu	15	Tch	15	Wed. May 24th, End of 2nd Sem.							28	29	30	31			
							Thurs. May 25th, Teacher Inservice/Workday										Stu	18	Tch	19
2nd qrt	45	Sem	84	Tchr	88		Mon. May 29 Memorial Day							4th qrt	51	Sem	94	Tchr	98	

No School Holiday/Breaks	stu	177	Tch	185			
No School Teacher In-service							
1:30 Dismissal Possible Teacher In-service							
Parent-Teacher Conferences							
End Qtr./Sem. Dismiss 1:30 Teacher Inservice							
Semester Tests Dismiss 1:30							
*The end of the school year may be moved forward depending on snow days							
**Potential make-up days due to weather would be Feb 13th and April 10th							