Board of Education Regular Meeting
Monday, March 13, 2023 6:00 PM

Middle School/High School Media Center
565 Kimmel Street
Osceola, NE 68651-0198

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. Discussion Items
   5.1. Elementary Teachers will present on CKLA as new curriculum resources at the Elementary.
   5.2. Annual Report to the Community
6. Reports
   6.1. Student Body President Report
   6.2. Principals Reports
      6.2.1. Elementary Report
      6.2.2. MS/HS Report
   6.3. Superintendent's Report
   6.4. Board Reports
7. Action Items
   7.1. Consent Agenda
      7.1.1. Approval of the Previous Meeting's Minutes
      7.1.2. Treasurer's Report
      7.1.3. Payment of general fund claims in the amount of $382,293.82
   7.2. Consider, discuss and take all necessary action on
      7.2.1. Consider, discuss and take all necessary action on bid for speech services for 2023-24.
      7.2.2. Consider, discuss and take all necessary action on renewing Control Services HVAC maintenance contract for 2023-24.
      7.2.3. Consider, discuss and take all necessary action on Garrett/Callahan Boiler treatment contract.
      7.2.4. Consider, discuss and take all necessary action on ESU 7 Services contract for 2023-24.
      7.2.5. Accept letter of resignation from Jeremy Struckman as the 7-12 Spanish Teacher at the conclusion of the 2022-2023 school year.
      7.2.6. Accept letter of resignation from Taylor Wusk as a 7-12 Science teacher at the conclusion of the 2022-2023 school year.
      7.2.7. Accept a letter of resignation from Nick Besse as the K-12 Music teacher at the conclusion of the 2022-2023 school year.

7.2.8. Accept a letter of resignation from Sean Johnson as the K-12 Art teacher at the conclusion of the 2022-2023 school year.

7.2.9. Consider, discuss, and take all necessary action to accept Ms. Olson as the K-12 Art Teacher for the 2023-2024 school year.

7.2.10. Consider, discuss, and take all necessary action on changing driving wages from per occurance to an hourly rate.

7.2.11. Consider, discuss, and take all necessary action to review and approve classified staff wages for the 2023-2024 school year.

8. Next Meeting Dates and Times

   8.1. Regular meeting, April 10, 2023, 6:00 PM at the Osceola Middle/High School Media Center.

9. Adjournment

Jeffrey Elementary

March 13, 2023 Brett Webster

- State testing window opens this month.
- MAPs testing will start at the end of April.
- Girls on the Run has started. 11 girls are currently signed up.
- April 14th K round up – 9AM parents report to lunchroom students to Kindergarten. No Kindergarten that day.
- April 14th Preschool registration – this will be for those entering the 3-year-old program only. 1 – 2 PM.
- Parent Teacher Conference went well. We are working to get all parents here.
- Read-A-Thon is wrapping up this week.
- We have made over 900 dollars in our previous fundraisers for the Elementary.
- Most likely we will need more money for our Book Club. It is running short due to an increase in book cost.
- New ELA Curriculum - CKLA - Core Knowledge Language Arts
- Nicki is working hard to get Teammates up and running again. There are 5 new Elementary kids signed up. We are looking for more Male Mentors.

Board of Education Regular Meeting
Middle School/High School Media Center
565 Kimmel Street
Osceola, NE 68651
February 13, 2023 @ 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 9, 2023. 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 Michael Neujahr called the regular meeting to order at 6:00 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	Michael Neujahr:	Present
Anthony Mestl:	Present	Jena Ockander:	Present
Daisy Naber:	Present	Eric Yungdahl:	Present

Also present were Superintendent Jason Lavaley and Debra Berry. Principal Breckner was at the meeting via Zoom. Principal Brett Webster and Activities Director Evan Feezell were working at the Girls Basketball Sub-Districts.

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 Jennifer Boruch and a second by Daisy Naber.
Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

4. Recognition of Visitors/Communications from the Public
There were no patrons at the meeting.

5. Reports
5.1. Principals Reports
5.1.1. MS/HS Report
Middle/High Principal Brent Breckner gave his written and oral report about; NWEA testing is completed; Seniors are working on scholarships and Juniors are working on ACT Prep; common

expectations and routines; planning for the 2023-2024 school year; and Conference Speech is in the near future.

5.1.2. Elementary Report
Elementary Principal Brett Webster's written report was presented by Superintendent Jason Lavaley. The report was about: Elementary's Parent Teacher Conference will be Wednesday, March 8th from 12:00 PM to 8:00 PM; "Read-A-Thon" will be February 26th through March 6th; "Dr. Seuss Week" will be celebrated February 27th through March 3rd; and "Girls on the Run" will start on March 1st. Thank you, Jenni Conkel, for being in charge of "Girls on the Run".

5.2. Superintendent's Report
Superintendent Jason Lavaley gave his written and oral report about: Wrestling had one State Qualifier from Cross County Community Schools; Girls Basketball Sub-Districts started today, Monday, February 13th; Osceola will not host Boys Basketball Sub-Districts; Speech has participated in 4 meets and are doing very well; continuing discussions about a possible Middle School Girls Basketball and Volleyball co-op with High Plains Community Schools; legislative bills were discussed; a new teacher evaluation tool is being developed; NASB updates; and the Superintendent's calendar was reviewed.

5.3. Board Reports
There were no board reports.

6. Action Items
6.1. Consent Agenda
To approve the consent agenda passed with a motion by Anthony Mestl and a second by Eric Yungdahl.
Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: 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 $388,148.30

6.2. Consider, discuss and take all necessary action on
6.2.1. Consider, discuss, and take all necessary action to approve Hannah Kohl as a local substitute at Osceola Public Schools.
To approve renewal of Hannah Kohl's local substitute certificate at Osceola Public Schools. passed with a motion by Anthony Mestl and a second by Jena Ockander.
Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.2.2. Consider, discuss and take all necessary action on renewing membership to NASB for 2023-24.
To approve to join Nebraska Association of School Boards (NASB) for the 2023-2024 school year passed with a motion by Jennifer Boruch and a second by Eric Yungdahl.

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

6.2.3. Consider, discuss, and take all necessary action on a bid to repair the track
To approve the bid from Fisher Tracks in the amount of $81,205.00 to repair the track passed with a motion by Jennifer Boruch and a second by Daisy Naber.
Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.2.4. Consider, discuss, and take all necessary action on a 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 Anthony Mestl and a second by Jena Ockander.
Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.2.5. Consider, discuss and take all necessary action on Principals' contracts for the 2023-2024 school year.
To increase the Principals' 2023-2024 school year contracts by a 3% overall package, and to accept the Principals' contracts for the 2023-2024 school year passed with a motion by Jena Ockander and a second by Eric Yungdahl.
Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.2.6. Consider, discuss and take all necessary action on adopting the school calendar for 2023-2024 school year
To adopt the proposed 2023-2024 school year calendar passed with a motion by Anthony Mestl and a second by Jena Ockander.
Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

To go into executive session at 7:03 PM until the finish of business for the discussion of personnel passed with a motion made by Board President Michael Neujahr, seconded by Anthony Mestl. An executive session was needed for the protection of the public interest and/or the prevention of needless injury to the reputation of an individual.

Board President Michael Neujahr repeated that a motion was made by Board President Michael Neujahr and seconded by Anthony Mestl to go into executive session at 7:03 PM until the finish of business for the discussion of personnel. An executive session was needed for the protection of the public interest and/or the prevention of needless injury to the reputation of an individual.

Executive session ended at 7:18 PM.

7. Next Meeting Dates and Times

7.1. Regular meeting, Monday, March 13, 2023, 6:00 PM at the Osceola Middle/High School Media Center.

8. Adjournment
To adjourn meeting at 7:19 PM passed with a motion by Jennifer Boruch and a second by Eric Yungdahl.
Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: 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 03/2023

Check #	Vendor Name	Description	Check Total
34630	CENTRAL COMMUNITY COLLEGE	CLASS ENROLLMENT FEE	80.00
34631	CENTRAL NEBRASKA REHABILITATION SERVICES	OT-RELATED SERVICES -SA SPED	4,893.30
34632	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	2,034.96
34633	COMPUTER HARDWARE	COMPUTER REPAIRS	503.00
34634	CONSOLIDATED ELECTRICAL DISTRIBUTORS	LIGHT BULBS	1,177.65
34635	CONTROL SERVICES, INC.	PARTS	810.40
34636	DIETZE MUSIC HOUSE	SUPPLIES/REPAIRS	191.20
34637	EAKES OFFICE PLUS	STAMP FOR LIBRARY	1,391.66
34638	EDUCATIONAL SERVICE UNIT #7	WORKSHOP REGISTRATION	150.00
34639	ENGEL, RONNIE	REIMB FOR COMPUTER PARTS	307.12
34640	ESSENTIAL SCREENS	DRUG SCREENING	41.67
34641	ESTECH SYSTEMS, INC.	PHONE SERVICES	105.88
34643	ESU #7 PRODUCTION DEPARTMENT	SUPPLIES	843.49
34645	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	10,842.55
34642	ESU #7	COMPUTER MAINTENANCE	1,447.81
34647	ESU COORDINATING COUNCIL	MOVIE LICENSE	330.00
34648	FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	566.55
34649	FRONTIER COOPERATIVE COMPANY	FUEL	3,462.59
34650	GARY'S PLUMBING, LLC	SUPPLIES	51.67
34651	GLUNZ, BRENDA	PSYCHOLOGIST SERVICES	4,647.50
34652	JACKSON SERVICES, INC.	RUG SERVICE	327.45
34653	KSB SCHOOL LAW	LEGAL SERVICES	82.50
34654	MATHESON TRI-GAS, INC.	SUPPLIES	1,357.94
34655	MEAD LUMBER	BORING BIT KIT	27.99
34656	MILLER SEED & SUPPLY CO., INC.	SUPPLIES	61.75
34657	N.E.T.A.	NETA CONFERENCE FEE	189.00
34658	NEBRASKA SAFETY CENTER	BUS DRIVER TRAINING	500.00
34659	NEBRASKA STATE FIRE MARSHAL AGENCY	BOILER INSPECTONS	180.00
34660	NEBRASKA.GOV	DRIVER LICENSE CHECK	7.50
34661	OSCEOLA FOOD MART	SUPPLIES	251.89
34662	OSCEOLA TIRE AND SERVICE, LLC	FUEL SUPPLEMENT	285.95
34663	POLK COUNTY HEALTH DEPARTMENT	NURSING SERVICES	1,001.25
34664	POLK COUNTY RPPD	ELECTRICITY	17,514.82
34665	PRESTO-X, A RENTOKIL COMPANY	PEST CONTROL	159.24
34666	SCHMIDT SPEECH LANGUAGE PATHOLOGY SERVICES, LLC	SPEECH SERVICES	8,105.70
34667	SCHOOL SPECIALTY, LLC	SUPPLIES	77.65
34669	WEBSTER, BRETT	REIMB FOR SPED SUPPLIES	53.00

Posted - During Check Cycle; Fund Number 01; Processing Month 03/2023

Check #	Vendor Name	Description	Check Total
34670	WELLER, NATASHA	REIMB OF FUEL FOR VAN	30.16
34671	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	COPIER LEASE	104.48
34672	WOODRIVER ENERGY LLC	NATURAL GAS	8,021.49

Checking Account Total:	**72,218.76**
TOTAL OF CHECKS	**72,218.76**
TOTAL EXTRA SEPTEMBER 2022 PAYROLL	**805.74**
TOTAL EXTRA NOVEMBER 2022 PAYROLL	**1,897.43**
TOTAL EXTRA DECEMBER 2022 PAYROLL	**463.25**
TOTAL EXTRA FEBRUARY 2023 PAYROLL	**632.99**
TOTAL OF MARCH 2023 PAYROLL	**306,275.65**
GRAND TOTAL	**382,293.82**

control services incorporated

Intelligent Building Environments

Mechanical Service Plan Proposal

Prepared exclusively for:

Osceola Public School

March 3, 2023

Control Services, Inc.
5712 South 85th Circle
Omaha, Nebraska 68127
(402) 339-4344
www.controlservices.com

Table of Contents

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

Preventative	✓
Preventative Plus	
Preventative Ultra	
Smart Predictive	
Smart Predictive Plus	
Smart Predictive Ultra	

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, 2023, and will be enforceable until March 31, 2024. The annual pricing of the Service Plan is $15,362.00.

For services designated herein and included in subsequent pages, Osceola Public Schools agrees to pay Control Services, Inc. the amount of Fifteen Thousand Three Hundred Sixty-Two/ no cents ($15,362.00) 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:	**Jason Lavaley**
Duration:	**1 Year, Starting April 1, 2023**
Value (Excl. Taxes):	**$15,362.00 per annum**
Invoicing Frequency:	**Monthly**

Customer Name Acceptance

_____

Print Name: _____

Title: Superintendent

Date: _____

Control Services, Inc. Acceptance

_____

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 85th 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 [✓] proceeding 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	Mitsubishi	New Gym	

6.0 Appendix B: List of Points for Analytics

The following list includes all points monitored through Building Analytics

Equipment Description	Type of Equipment	Quantity	Points per Equipment

7.0 Appendix C: List of Alarms for Monitoring

The following list includes all points monitored for remote monitoring

Equipment	Alarm Type	First Level Corrective Measure	Level 1 Escalation	Level 2 Escalation

8.0 Appendix D: Retrofit & BMS Infrastructure Modernization

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

9.0 Appendix E: Terms and Conditions

1. Planned and/or routine maintenance services provided under this agreement will be performed during normal working hours unless specifically stated in the agreement.

2. The guarantees and services provided under the scope of this agreement are conditioned upon Customer operating and maintaining systems/equipment. Customer will do so according to industry-accepted practices and in consideration of our recommendations.

3. Customer will provide and permit reasonable access to all covered equipment. Control Services, Inc. (hereinafter 'Company") will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services, after the Company technician has verbally notified the customer that he has arrived on the premise.

4. The Company shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief.

5. In the unlikely event of failure by the Company to perform the obligations in this contract, the Company's liability is limited to repair or replacement of product at its option, and such shall be Customer's sole remedy. Under no circumstances will the Company be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Customer's tenants or clients, or any special, indirect or consequential damages.

6. This agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, nor unserviceable equipment such as ductwork, boiler shell and tubes, unit cabinets, boiler refractor material, electrical wiring, hydronic or pneumatic piping, structural supports, etc. Manual operation of equipment or systems is also excluded from this coverage, unless clearly included by amendment.

7. The Company is not responsible for the removal or disposal of any hazardous materials or any cost associated with those materials unless otherwise specified in this agreement. Any charges incurred for their proper disposal will be borne by the customer and will be incremental to the contract price.

8. This agreement does not include repairing any damage resulting from improper / inadequate water treatment or filter service not supplied by the Company.

9. This agreement does not include services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to software or equipment not performed by the Company. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.

10. The Company shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, federal, state, municipal or other authorities except as otherwise included in this agreement.

11. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.

12. The Company shall not be liable for the operation of the software or equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. The Company shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. The Company shall not be liable for the loss or damage of any Customer cloud backup data. The Company shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.

13. Only the Company's personnel or agents are authorized to perform the work included in the scope of this agreement. The Company may, at its option, cancel its obligations under this agreement should non-authorized individuals perform such work.

14. This agreement and all rights hereunder shall not be assignable unless approved by the Company in writing.

15. In the event of additional freight, labor, or material costs resulting from Customer's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at the Company's currently established rate.

16. The Company's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event the Company encounters such material in performing its work, the Company will have the right to discontinue work and remove its employees until the hazard is corrected by Customer or it is determined no hazard exists.

17. This agreement constitutes the entire agreement of the parties and supersedes any proposal or prior agreement between the parties with respect to the subject matter hereof. The parties agree that this agreement has been accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced. The failure of Company to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any part of this Agreement is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect.

18. This agreement does not include the disposal of hazardous waste.

19. Customer agrees that in the event that there shall have been passed a federal and/or state law, which shall compel the Company to contribute to a federal and/or state health plan for its employees, then the terms of this agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase the Company's cost to perform this contract.

20. Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this agreement, is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the Customer purchase order will have any force or effect.

21. The Customer acknowledges that the Company's employees are valuable assets to the Company. The Customer agrees to pay the Company an amount equal to twelve (12) months of salary for each Company employee who worked at Customer's facility that is then hired by Customer at any time during the term of this agreement and for six months thereafter. In addition, Customer agrees to reimburse the Company for all costs associated with any training the Company provided to such employees during the three (3) years before the date Customer hires such employees.

22. This agreement excludes repair of pre-existing conditions that are required to place this equipment into proper operating condition upon acceptance of this agreement.

23. When Cloud Backup software or service ("Cloud Backup Services) is included in the contract, Customer shall not use the Cloud Backup Services in a manner that violates any laws, regulations, or these terms. Customer agrees not to modify, move, add to, delete or otherwise tamper with the Cloud Services or the cloud backup data. Access to and use of password protected Cloud Services is restricted to Company's authorized users only and Customer's unauthorized access to such software is strictly prohibited.

24. Customer will defend, indemnify, and hold harmless Company, its affiliates, employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning Customer's use of the Cloud Services in any manner other than as expressly authorized in these Terms or in writing by Company (including any activities by Customer's employees and personnel).

25. This agreement (including any addendum, unless specified otherwise in the Addendum) shall commence upon execution of this agreement and shall continue through the Original Term set forth within this agreement. The Original Term will start on the date the Services are installed and activated, or no later than six (6) months after the date this agreement is signed by Customer. Thereafter, this agreement shall continue for successive one-year periods subject to the then-current Company prices, terms and conditions, unless either party terminates its obligations to the other party by giving written notice of termination to the other party at least sixty (60) days prior to the end of the Original Term or any subsequent one-year period.

26. Failure to pay invoices dated after the renewal date does not cancel the services. Customer will continue to accrue a balance on the account until Customer notifies Company in writing or until the service is discontinued by Company and the Customer will be liable for the remaining unpaid balance. After the Initial Contract Term, Company may increase the recurring billing fees for any period with the minimum escalation amount of one percent per year, but not exceeding a ten percent increase per year. New recurring fees will be effective at the beginning of the next billing period.

SERVICE AGREEMENT

Beginning Date:	04/01/2023	End Date:	03/30/2024
Bill To:	Jeffrey Elementary	Customer Number:	7274293-1
		Customer Site:	Jeffrey Elementary
341 South Kimmel Street		341 South Kimmel Street	
Osceola, NE 68651		Osceola, NE 68651	

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

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

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

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

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

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

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

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

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

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

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

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

CLIENT:	GARRATT-CALLAHAN COMPANY
BY:	BY: Mark Meadows
(PRINTED NAME)	(PRINTED NAME)
	Mark Meadows 3/9/23
(SIGNATURE/DATE)	(SIGNATURE/DATE)
TITLE:	TITLE: Territory Manager

Terms and Conditions of Sale

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

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

Note: The following exception applies:

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

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

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

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

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

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

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

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

Note: The following exception applies:

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

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

Any chemical product provided to the customer becomes the property of the customer once the chemical container is opened, or a stored chemical exceeds its' expiration date. Chemical containers used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidently 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

AGREEMENT

CONTRACTED LEVEL I, II, AND III SPECIAL EDUCATION SERVICES

THIS AGREEMENT, made and entered into this ***2nd*** day of ***March 2023*** by and between Educational Service Unit 7 of the State of Nebraska, hereinafter called "Servicing Agency" and **Osceola 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'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 23-24 commencing no earlier than August 1, 2023 and ending no later than July 31, 2024 .

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, 2023***. 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:

District Board Representative	**Date**
ESU 7 Servicing Agency Representative	**Date**
ESU 7 SPED Director	**Date**

Leading Serving Supporting

ESU 7

Educational Service Unit 7

Serving the schools of Boone, Butler, Colfax, Merrick, Nance, Platte, and Polk counties

Osceola

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

	School Psychology	LMHP	Speech Lang. Pathologist	Deaf Education	Vision/TVI	O & M	Braille	Vision Para	Homebound Early Childhood	Transition	Resource Coach	Behavior Analyst	Cen7ter Para	Cen7ter Student(s)	Learning Academy Student(s)	Total Hours	
Building	**1002**	**4071**	**4001**	**4024**	**4030**	**4048**	**4050**	**8001**	**4003**	**2012**	**2002**	**2013**	**8001**	**4012**	**4021**		**Building**
0-2 Home			**14.80**						**29.60**							44.40	**0-2 Home**
	0.00	0.00	1361.60	0.00	0.00	0.00	0.00	0.00	3552.00	0.00	0.00	0.00	0.00	0.00	0.00	4913.60	
Preschool Home			**14.80**						**44.40**							59.20	**Preschool Home**
	0.00	0.00	1361.60	0.00	0.00	0.00	0.00	0.00	5328.00	0.00	0.00	0.00	0.00	0.00	0.00	6689.60	
3-5 Preschool			**44.40**						**148.00**							192.40	**3-5 Preschool**
	0.00	0.00	4084.80	0.00	0.00	0.00	0.00	0.00	17760.00	0.00	0.00	0.00	0.00	0.00	0.00	21844.80	
K-5 Elem	**236.80**	**29.60**			**29.60**						**59.20**	**74.00**				429.20	**K-5 Elem**
	22496.00	2368.00	0.00	0.00	3848.00	0.00	0.00	0.00	0.00	0.00	5624.00	6290.00	0.00	0.00	0.00	40626.00	
6-8 MS Sec		**177.60**									**7.40**					185.00	**6-8 MS Sec**
	0.00	14208.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	703.00	0.00	0.00	0.00	0.00	14911.00	
9-12 HS Sec	**244.20**	**14.80**								**29.60**	**7.40**					296.00	**9-12 HS Sec**
	23199.00	1184.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2812.00	703.00	0.00	0.00	0.00	0.00	27898.00	
Preschool Non-Pub																	**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	0.00	
Elem 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	0.00	
Sec 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	0.00	
Regular Ed		**370.00**														370.00	**Regular Ed**
	0.00	29600.00	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	29600.00	
Total Hours	**481.00**	**592.00**	**74.00**	**0.00**	**29.60**	**0.00**	**0.00**	**0.00**	**222.00**	**29.60**	**74.00**	**74.00**	**0.00**	**0.00**	**0.00**		
FTE	**0.33**	**0.40**	**0.05**	**0.00**	**0.02**	**0.00**	**0.00**	**0.00**	**0.15**	**0.02**	**0.05**	**0.05**	**0.00**	**0.00**	**0.00**	**1.07**	
Rate	95.00	80.00	92.00	105.00	130.00	130.00	42.00	29.00	120.00	95.00	95.00	85.00	29.00	29.00	32.00		
Per ServiceTotal	45,695.00	47,360.00	6,808.00	0.00	3,848.00	0.00	0.00	0.00	26,640.00	2,812.00	7,030.00	6,290.00	**0.02**	0.00	0.00	**$146,483.02**	
		2 hrs TITLE .05	**EC .05**										0student	**0 student**	**0 student**		
		.45 total															

February 27, 2023

Dr. Jason Lavaley
Superintendent of Schools
Osceola Public Schools

Dear Dr. Lavaley,

I am writing to inform you that I am resigning my position of Spanish instructor at Osceola High School effective at the end of the 2nd semester of the 2022-23 school year. I am resigning my position as I will be taking on a teaching job with another school district. Thank you for the opportunity to work at Osceola Public Schools.

Sincerely,

Jeremy Struckman

March 3, 2023

Dr. Lavaley and the Osceola School Board:

I would like to inform you of my resignation from Osceola Public Schools effective at the end of the 2023 school year. Thank for giving me the opportunity to teach at Osceola for the last four years.

Sincerely,

Taylor Wusk

Taylor Wusk

Dr. Lavaley,

Please accept this letter as my formal resignation from theElem/Mid/High School Music Teacher position at Osceola Public Schools. My last month of employment will be July.

Thank you for the opportunity to work in this position this past year. I enjoyed all the memories making music with such gifted students. In this past year, I've learned different tools for which I will carry with me throughout my career.

During my time left here, I assume you that I will do everything possible to provide these students the necessary feedback to further their growth as musicians and future members of society. I hope Osceola will continue to evolve to foster a community of accountability, empathy, and success in their students.

Please let me know if there is anything I can do to aid during this transition.

Sincerely,
Nick Besse

Sean Johnson
PO Box 662
Osceola, NE

March 7th, 2023

Dr. Lavaley and the Osceola School Board,

I hereby submit my resignation from Osceola Public Schools, effective at the end of the 2022-2023 school year.

I am grateful to have started my teaching career at Osceola Public Schools, and wish the district continued success.

Sincerely,

Sean Johnson

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 Abagail Olson, 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 11, 2023, and end on or about June 30, 2024, and shall consist of 185 days of service including at least 176 teaching days and that the Teacher hereby agrees to accept such employment at a salary of $ * and under the following conditions.

VIZ: * Salary schedule placement does not reflect additional educational advancement on the salary schedule which the employee may be eligible to receive. Terms and conditions of employment shall be per the 2023-2024 negotiated agreement. Extra duty assignments to be assigned as available.

Education Placement: BA + 0 Experience Placement: 1

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, 2023, and the remaining installments shall be payable on the 15th day of each month thereafter.

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

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

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

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

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

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

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

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

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

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District by March 17, 2023, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed _____, 2023

_____
Teacher

Executed April 10, 2023

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

Attest:

By _____
President, Board of Education

_____
Secretary, Board of Education