



# North East Independent School District

8961 Tesoro Drive, San Antonio, Texas 78217

## NOTICE OF MEETING OF THE BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the North East Independent School District will be held on December 9, 2024. The Board will convene in Open Session at 5:30 PM, then move into Executive Session and resume the public portion of the meeting no earlier than 6:15 PM. The Board will meet on the first floor of the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas 78217. Such meeting is a regular meeting.

The open session portion of the meeting is livestreamed, and members of the public may view the meeting by going to the North East Independent School District's YouTube channel. Click the link below or type it into your browser.

<https://www.youtube.com/c/NEISDtv>

Items will not necessarily be discussed or considered in the order they are printed. Anyone wishing exhibit information in accordance with Local Board Policy GBA, must contact the Public Information Officer.

### MISSION STATEMENT

We challenge and encourage each student to achieve and demonstrate academic excellence, technical skills, and responsible citizenship.

#### I. ESTABLISHMENT OF QUORUM AND CALL TO ORDER

#### II. EXECUTIVE SESSION

- A. Personnel, including but not limited to Administrative Appointments pursuant to Government Code Section 551.074
  - 1. Routine Personnel including but not limited to Administrative Appointments
    - a. Principal of Jackson Middle School
    - b. Principal of Las Lomas Elementary School
    - c. Assistant Principal of Jackson Keller Elementary School
  - 2. Proposed Recommendation for Termination of Chapter 21 Probationary Contract Employee(s)
  - 3. Deliberation Regarding Superintendent's Contract
  - 4. Discussion Regarding Specific Personnel Related to Internal Audit Department Quarterly Report
- B. Discussion Regarding Intruder Detection Security Audit pursuant to Government Code Section 551.076
- C. Consultation with Board's Attorney pursuant to Government Code Section 551.071
  - 1. Pending and/or Possible Litigation

#### III. RECONVENE INTO OPEN SESSION

#### IV. WELCOME FROM THE BOARD PRESIDENT

#### V. INVOCATION AND PLEDGE OF ALLEGIANCE

- A. Lopez Middle School

**Presenter:** Robert Curry, Principal

<b>VI. RECOGNITIONS</b>	
A. President's Remarks on Acknowledgment of Special Calendar Events	
<b>VII. MATTERS FROM THE FLOOR</b>	
<b>VIII. MATTERS FROM EXECUTIVE SESSION</b>	
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c. Assistant Principal of Jackson Keller Elementary School	
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B. Partners In Education/North East Educational Foundation Annual Report to the Board of Trustees for July 2023 to June 2024 Fiscal Year	6
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<b>Presenter:</b> Dan Villarreal, Chief Financial Officer	
<b>X. SUPERINTENDENT COMMENTS</b>	
<b>XI. BOARD BUSINESS</b>	
A. Discussion and Possible Action Regarding School Health Advisory Council (SHAC) Member Appointments	
<b>Presenter:</b> David Beyer, President, Board of Trustees	
B. Discussion and Possible Action Regarding Community Member Appointments Section in Board Policy BDF (LOCAL)	
<b>XII. NEW BUSINESS FOR POSSIBLE BOARD ACTION</b>	
A. Instruction and Campus Administration	
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- 2. Operations
  - a. TRANE CENTRAVAC® R'NEWAL® Service Program 16  
at Churchill High School
- 3. Minutes from November 2024
- 4. End of Consent

**XIII. REPORTS**

- A. Interim Financial and Management Reports
- B. Awarded Bid Report
- C. Federal Grants Report
- D. Open Records Request Report

**XIV. DISCUSSION AND POSSIBLE ACTION REGARDING BOARD MEMBERS' REQUEST(S) FOR ITEM(S) TO BE PLACED ON A FUTURE AGENDA AND/OR REQUEST(S) FOR REPORT(S) FROM THE ADMINISTRATION**

**XV. ADJOURNMENT**

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*If, during the course of the meeting, discussion of any item on the agenda should be held in an Executive or Closed Session, the Board will convene in such Executive or Closed Session in accordance with the Open Meetings Act, Texas Government Code, Section 551.071, 551.072, and 551.074.*

**CERTIFICATE AS TO POSTING OR GIVING OF NOTICE**

On this 6th day of December, no later than 5:30 PM, this notice was posted on a bulletin board located at a place readily accessible and convenient to the public at the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas.

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The North East Independent School District does not discriminate on the basis of race, color, religion, gender, national origin, age or disability



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 9, 2024  
Subject: Employment of Personnel  
New Hires

Presenter: Rudy Jimenez  
Chyla Whitton, Executive  
Director for Human  
Resources

Related Page(s): None

### **ACTION ITEM**

#### **BACKGROUND INFORMATION**

Policy DC (LOCAL) states: "The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in the following categories: central office administrator from the director level and above and campus administrator, including principals and assistant principals." Final authority for employment of contractual personnel in these categories shall be retained by the Board.

#### **ADMINISTRATIVE CONSIDERATION**

Campus personnel are recommended for employment by campus principals in accordance with TEC § 11.202(b). All other personnel are recommended by appropriate supervisors. In both cases, the candidate deemed "best qualified" has been selected.

#### **BUDGETARY CONSIDERATION**

New hires associated with replacement of personnel have been budgeted prior to the hiring process. New hires associated with recently established positions are covered by a contingency fund established by the Board for this purpose. Should the cost of such positions exceed the funds so budgeted, then a separate budget amendment is brought before the Board prior to additional positions being filled.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees of the North East Independent School District approve the hiring of new personnel as presented.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 9, 2024

Presenter: Rudy Jimenez  
Chyla Whitton,  
Executive Director,  
Human Resources

Subject: Proposed Recommendation  
For Termination of Chapter 21  
Probationary Contract Employee(s)

Related Page(s): None

## **ACTION ITEM**

### **BACKGROUND INFORMATION**

In accordance with the Texas Education Code § 21.104(a) and Board Policy DFAA (Legal) "Any probationary contract employee may be discharged at any time for good cause as determined by the board. "Good cause" is the failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in this state."

### **ADMINISTRATIVE CONSIDERATION**

Formal approval of the proposed recommendation for termination of Chapter 21 Probationary contract employee(s) by the Board of Trustees is required.

### **BUDGETARY CONSIDERATION**

Money is budgeted each year in the appropriate accounts for potential Chapter 21 hearings before Hearing Examiners.

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees of the North East Independent School District approve the proposed termination of the identified employee(s) Chapter 21 Probationary contract(s) discussed in executive session and notify the employee(s) of the proposed action to include the grounds for the action.

### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 9, 2024

Presenter: Katherine Sanchez-Rocha,  
Executive Director,  
Partnerships & NEEF

Subject: PIE / North East Educational Foundation  
Annual Report to the Board of Trustees for  
July 2023 to June 2024 Fiscal Year

Related Page(s): NEEF Annual Report

### PRESENTATION

#### **BACKGROUND INFORMATION**

During the April 10, 2017, NEISD Board of Trustees assembly, the North East Educational Foundation (NEEF) submitted a resolution seeking endorsement for allocating full-time positions within NEISD dedicated to collaborating with the NEEF. Following a thorough assessment, the Board of Trustees sanctioned adding three new full-time positions designated for NEEF collaboration. The NEISD Director of Partnerships assumed the role of Executive Director of Partnerships and NEEF, a Community Relations Specialist was engaged to accommodate 50% of the NEEF workload, and a Development Coordinator was appointed to manage 75% of the NEEF workload.

This direct collaboration with our NEISD district now extends to accepting earmarked funds for the North East Educational Foundation, particularly for NEISD campuses, along with projects and grants sponsored by NEEF. Consequently, NEEF has gained the capacity to cultivate positive exposure, forge partnerships, and secure increased funding for the betterment of NEISD students and educators.

#### **ADMINISTRATIVE RECOMMENDATION**

The North East Educational Foundation (NEEF) Board promised to deliver an annual report to the Board of Trustees on the status of its fundraising efforts each year. This report will summarize NEEF's progress from July 2023 through June 2024.

#### **BOARD ACTION REQUIRED**

None



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 9, 2024      Presenter: Lisa Shoesmith  
Director of Internal Audit

Subject: Internal Audit Dept.      Related Page(s): Attachment  
Quarterly Board Update

### **PRESENTATION**

#### **BACKGROUND INFORMATION**

The 2024-2025 Internal Audit Plan was developed by the Director of Internal Audit and approved by the Board of Trustees on August 12, 2024. A presentation will be made to the Board of Trustees, reporting the results of the audit work completed since the last Internal Audit Quarterly Board Update, which was held on August 12, 2024, as well as an account of the audit work currently in progress.

#### **BOARD ACTION REQUIRED**

None.



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 9, 2024

Presenter: Deb Caldwell  
Interim Chief Operations  
Officer

Subject: State of SPARK  
Program

Related Page(s):  
N/A

### PRESENTATION

#### **BACKGROUND INFORMATION**

North East ISD is home to 14 SPARK locations, which were developed in collaboration with the City of San Antonio and San Antonio Sports to extend existing public school playgrounds into public parks. As part of the agreements, enhancements were made to the SPARK sites through a combination of outside funding and district funding. Enhancements per school varied and may have included but not limited to a school park gate, workout equipment, shade structure over existing playgrounds, tables, and/or benches. NEISD is responsible for maintaining the SPARKs.

The 14 SPARK Program agreements were entered at different times, and five agreements have expired. The City of San Antonio is sunsetting the program after the last SPARK is installed in 2025 and will no longer budget funds for the program.

However, City Council District 9 has led an effort to allocate funding for an improvement at one SPARK location through the installation of an artificial turf field. This is not an existing enhancement at our SPARK locations.

#### **BOARD ACTION REQUIRED**

None



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 9, 2024

Presenter: Rudy Jimenez,  
Tyler Shoesmith, Executive  
Director of Pupil Personnel  
Services

Subject: Disciplinary Consequence Update

Related Page(s): Attached (*if any*)

## PRESENTATION

### BACKGROUND INFORMATION

This presentation is to inform the Board of Trustees that starting January 6, 2025, under rare circumstances meeting evidentiary standards outlined in Administrative Regulation FNF, the Campus Behavior Coordinator may refer a student to the North East Alternative Center for 'Failure to Comply with Administrative Directive', as provided in Category IV Offenses in the 2024-25 Student Code of Conduct.

### ADMINISTRATIVE RECOMMENDATION

None

### BOARD ACTION REQUIRED

None



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 9, 2024

Presenter: Dan Villarreal  
Susan Lackorn, Executive Director  
Finance & Accounting

Subject: Efficiency Committee Update Related Page(s): None

### PRESENTATION

#### **BACKGROUND INFORMATION**

The Efficiency Committee has presented recommendations to Dr. Maika. This presentation will provide a recap of the committee's work and the recommendations.

#### **BOARD ACTION REQUIRED**

None



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 9, 2024

Presenter: Anthony Jarrett,  
Esmeralda Muñoz, Executive  
Director, Learning Support  
Services

Subject: 24-25 Innovative Course:  
Fundamentals of Real Estate

Related Page(s): Distributed to NEISD Board  
of Trustees

### ACTION ITEM

#### **BACKGROUND INFORMATION**

North East Independent School District has engaged stakeholders in various ways to ensure that we are meeting the needs of our students and school community. Based on consistent requests from our own NEISD student body, we would like to request the addition of the Fundamentals of Real Estate course option for students in the 2025 – 2026 school year for those students who have completed prerequisite courses in the Business pathway on or before the 2024 – 2025 school year. As per TEA, this innovative course contains the curriculum necessary to complete the pre-licensure education requirements of the Texas Real Estate Commission (TREC) to obtain a real estate salesperson license. This course will include the following TREC course materials: Principles of Real Estate I and II, Law of Contracts, Law of Agency, Real Estate Finance, and Promulgated Contract Forms.

- General requirements. This course is recommended for students in Grades 11-12. Students shall be awarded two credits for successful completion of this course. (b) Introduction.
  - (1) Career and technical education instruction provides content aligned with challenging academic standards and relevant technical knowledge and skills for students to further their education and succeed in current or emerging professions.
  - (2) The Marketing Career Cluster focuses on planning, managing, and performing marketing activities to reach organizational objectives.
  - (3) In Fundamentals of Real Estate, students gain knowledge and skills in general principles of real estate, the law of agency, the law of contracts, use of promulgated forms and real estate finance.
- Through this course, students analyze the elements of a real estate transaction, including representation, financing, title, closing, and deeds. This course allows students to reinforce, apply, and transfer academic knowledge and skills to a variety of interesting and relevant principles of real estate.
- In addition, we have the possibility of developing a partnership agreement with the highly successful Real Estate conglomerate, Keller Williams of San Antonio, who would like to partner with us to provide students with relevant industry-based experience, and the potential opportunity to become an agent through their agency.

**ADMINISTRATIVE RECOMMENDATION**

Administrative staff recommends the Board of Trustees approve the NEISD request to offer students the opportunity to take the Fundamentals of Real Estate course beginning in the 2025 – 2026 school year as presented.

**BUDGETARY CONSIDERATION**

None

**BOARD ACTION REQUIRED**

Approval/Disapproval



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 9, 2024

Presenter: Anthony Jarrett  
Esmeralda Munoz, Executive Director, Learning Support Services

Subject: 2025-2026 District Instructional Calendar

Related Page(s): NEISD Website

## ACTION ITEM

### BACKGROUND INFORMATION

The two North East Independent School District 2025-2026 Instructional Calendars presented were developed in three distinct phases:

1. A calendar survey questionnaire was sent to our community via Qualtrics; the survey window opened on Friday, October 4, 2024, and closed on Monday, October 14, 2024.
2. The Office of Learning Support Services created our first District Calendar Design Committee comprised of campus and central office staff from various departments. They created four calendars (2- 177-day Calendars and 2- 180-day calendars; both calendar options ended after Memorial Day). A third calendar was crafted to capture the community’s recommendation for an end date before Memorial Day.
3. Our NEISD District Educational Improvement Council (DEIC) voted for two calendars. The Office of Learning Support Services sent both options additional reference materials (i.e., calendar side-by-side, calendar video, and calendar options) to campuses for voting purposes. The calendar voting window opened on Monday, November 18, 2024, and closed on Tuesday, December 2, 2024.

Both calendars are presented for consideration. The proposed calendars fall within the legal guidelines established by the State of Texas and NEISD's legal policy. Daily student instructional minutes, academic priorities, bad weather days, and holidays were considered in creating both calendar options.

As defined by the 84<sup>th</sup> Legislative session, all calendars comply with HB 2610 guidelines, including no less than 75,600 minutes of instruction for the school year. The calendars do not include the use of T.E.A. waiver days.

### ADMINISTRATIVE CONSIDERATION

On Monday, November 18, 2024, the Office of Learning Support Services provided each NEISD campus two calendar options for the 2025-2026 school year. Campus principals obtained votes from their campus staff and were asked to cast one campus vote based on those results. On Tuesday, December 3, 2024. The campus results are as follows:

- **Calendar A:** District of Innovation 180-Days (Eligible for 5 waiver days due to weather, health, and safety reasons): **18.6%**
- **Calendar B:** District of Innovation 177-Days (Waiver days may only apply after the two make-up days have been utilized and/or if any additional minutes have been applied): **81.4%**
- On Wednesday, December 3, 2024, the District Educational Improvement Council (DEIC), comprised of teachers, school administrators, parents, and community members, convened in a virtual meeting to review and submit their final calendar vote.

### ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees approve the campus-recommended Calendar B 177-Day calendar for the 2025-2026 NEISD District Instructional Calendar based on the information presented.

### BOARD ACTION REQUIRED

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 9, 2024

Presenter: Dan Villarreal  
Valerie Rueda, Executive Director  
Procurement & eCommerce

Subject: \$50,000 Purchases

Related Page(s): Attachment

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

Texas Education Code §44.031 requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code providing the best value for the district. Board Policy CH (LOCAL) states, "The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services costing \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place."

#### **ADMINISTRATIVE CONSIDERATION**

The purpose of this consent item is to ask for Board authorization to expend funds for previously approved budgeted expenditures for 2024-2025, which meet or exceed \$50,000 from the attached listed vendors. The attachment reflects categories of purchases, vendor names, descriptions of goods or services and estimated 2024-2025 expenditures. These purchases comply with applicable bid laws. The attachment includes estimated aggregate expenditures exceeding \$50,000 during the school year.

By approving this consent item, each approved budgeted item will not have to be presented again, saving considerable time and resources.

#### **BUDGETARY CONSIDERATION**

The estimated expenditure amounts are budgeted in various District accounts which were approved at the Board of Trustees meeting on June 17, 2024. Funds being expended include general funds, bond funds, grant funds, special revenue funds, internal service funds and enterprise funds.

#### **ADMINISTRATIVE RECOMMENDATION**

The Superintendent recommends the Department of Procurement & eCommerce be authorized to expend funds listed in the attachment for fiscal year 2024-2025.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**ATTACHMENT**  
**BUDGETED PURCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE**  
**NEISD BOARD MEETING**  
**DECEMBER 9, 2024**

<b>Category</b>	<b>Vendor(s) Name</b>	<b>Description of Goods/Services</b>	<b>Estimated Expenditures 2024-2025</b>	<b>Bid Compliance</b>	<b>Notes</b>
Curriculum & Instruction	Amplify	Boost Reading - 5 Month Student Licenses	\$194,839	70-23	Purchase over \$50,000 requires Board approval.



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: December 9, 2024

Presenter: Deb Caldwell  
Barry Lanford, Executive Director,  
Facility Maintenance

Subject: TRANE CENTRAVAC® R'NEWAL®  
Service Program at Churchill High School

Related Page(s): Attachments

## **CONSENT ITEM**

### **BACKGROUND INFORMATION**

Texas Education Code §44.031 requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code providing the best value for the district. Board Policy CH (LOCAL) states, "The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services costing \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place."

### **ADMINISTRATIVE CONSIDERATION**

The following maintenance contract is submitted for consideration: (see explanation below and see attachments)

The Trane water - cooled Chillers 1, 2, and 3 at Churchill High School have all reached a point in their service where they need extensive repair. The repairs require a significant disassembly of all major components and a replacement of major parts. Trane has offered a unique opportunity through the R'Newal Program where certified Trane technicians will completely dismantle all three chillers and refurbish/replace all necessary components with Trane factory parts. Trane will certify all repairs with a 5-year service agreement and warranty. Trane refurbished machinery has an average lifespan of 25-30 years. Benefits to our district include monetary savings of a rebuild in comparison to a new replacement, less downtime of the HVAC system during repair, extended warranty, extended service agreements, and local technical assistance.

### **BUDGETARY CONSIDERATION**

2015 Bond Contingency	\$507,656.96
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### **ADMINISTRATIVE RECOMMENDATION**

The Superintendent recommends the bid items be approved as submitted.

### **BOARD ACTION REQUIRED**

Approval/Disapproval



# *CenTraVac® R'newal®*

*Restoring superior performance*

## Extend the life of your chiller.

Trane engineers CenTraVac® chillers to last long beyond the industry average, but any chiller will experience normal wear and tear over decades of use. The CenTraVac R'newal® program addresses the most common causes of performance decline. It's a planned maintenance approach that reduces unplanned downtime, renews reliability and extends the life of your chiller—giving you more years of worry-free chiller performance.

No one knows how to keep your CenTraVac chiller running longer than the company that made it. Trane has OEM expertise regarding its design and maintenance requirements. The CenTraVac R'newal program is a factory-warranted overhaul service that proactively replaces high-use and heavy-wear components. It proactively addresses normal machine aging and restores the chiller to like-new condition.



### Longer Chiller Life

Replacing worn components ensures many more years of uninterrupted service.

### Increased Reliability

Even minor component deterioration can affect the performance of the entire chiller. The R'newal program restores reliability.

### Restored Efficiency

Slowly declining performance can cause chillers to consume more energy. The R'newal program restores the specified efficiency standards.

### Less Cost and Disruption

Scheduling an R'newal service on your timeline minimizes disruptions to building occupants, and allows you to plan for the cost.

## Included R'newal Services



### Inspect

the chiller's critical components for wear or damage



### Identify

additional applicable upgrades, such as an AdaptiView™ panel upgrade



### Install

the latest genuine Trane parts and a new name plate, all documented with a new serial number



### Improve

reliability, regain efficiency, and extend your peace of mind

# Exclusive Features

## New Genuine Trane Parts

We'll replace key components with official Trane OEM parts. Gaskets, O-rings and bearings specified for your unit are packaged together at the same Trane factory that designs and builds your chiller model.

## New Warranty

R'newal® service includes a 2-year warranty covering the compressor motor, motor bearings, and lubrication system. Warranty coverage includes all parts and labor\*

## New Serial Number

The work is finalized and certified when we install the chiller's new serial number. Assigning a new serial number enables us to easily find its updated specifications after the R'newal—eliminating any future confusion or unnecessary expenses.

## Technician Expertise

Your CenTraVac® R'newal is performed by knowledgeable, factory trained and authorized Trane technicians.



# Upgrade to the Latest Features

Since your initial purchase, technologies have been introduced that can make your chiller easier to operate, more energy efficient and sustainable. If you want the modern convenience and performance advantages that new features and technologies provide, they can be included as R'newal project add-ons.

- **Tracer® AdaptiView™ chiller controls** with an intuitive user interface improves chiller performance, reliability and serviceability.
- **Adaptive Frequency™ drive (AFD)** updates chiller to variable speed operation that saves energy and reduce noise at part-load operation.
- **AFD R'newal®** is a drive overhaul for that ensures its reliability for years to come.
- **EarthWise® regenerative purge** is the industry's most efficient, lowest-emissions unit.
- **Engineered Conversion®** from R-123 to R-514 transitions your chiller to a next generation, low Global Warming Potential (GWP) refrigerant.



\*You can opt to extend the coverage for 5 or 7 years

# CenTraVac® R'newal® vs. Overhaul

Trust your chiller overhaul to the company that made it. CenTraVac R'newal is a Trane® certified program that guarantees all work will be done according to OEM specifications and performed by our factory-trained technicians.

CenTraVac R'newal is available for chiller models CVHE, CVHF and CDHF.

## CenTraVac R'newal



### OEM certified program

- Trane engineered processes
- Detailed specifications
- OEM standards



### Warranty

- 2-year standard; 5 or 7 year optional upgrade
- All parts and labor



### Motor work

- OEM motor remanufacturing facility



### Proof and documentation

- New serial number
- New engraved brass plaque

## Typical Overhaul



### Local overhaul

- Locally defined processes
- Highly variable specifications
- Non-OEM standards



### Warranty

- 1 year
- Parts only



### Motor work

- Local rebuild shop



### Proof and documentation

- None

## Is your chiller ready for an R'newal?

Request an assessment. We'll consider factors including run hours, starts, seasons of operations, severity of duty, and general compressor condition, as well as your tolerance for risk and long-term chiller plans.

Find your local office at [www.trane.com/contactus](http://www.trane.com/contactus)

## LET'S GO BEYOND™

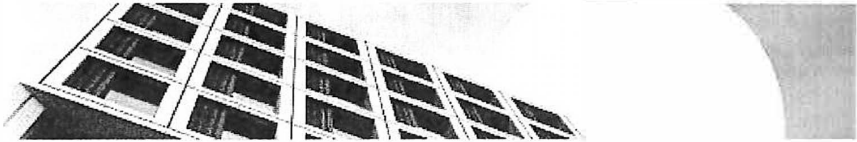


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[ingersollrand.com](http://ingersollrand.com)



Trane U.S. Inc.  
9535 Ball St.  
San Antonio, TX 78217  
Phone: (210) 657-0901  
Fax: (210) 657-1761



October 4, 2024

North East Isd  
8961 TESORO DRIVE SUITE 201  
San Antonio, TX 78217-7821

Site Address:  
Winston Churchill H S  
12049 Blanco Rd  
San Antonio, TX 78216

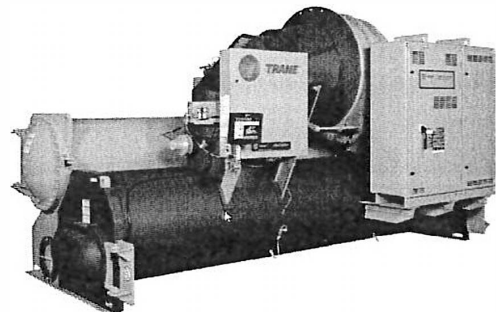
Buyboard Proposal #7640040

**ATTENTION:**

**PROJECT NAME:** NEISD Churchill HS

**TRANE CENTRAVAC® R'NEWAL® SERVICE PROGRAM**

Trane's CenTraVac R'newal Service Program is an exclusive, comprehensive factory warranted solution designed to restore critical components of your CenTraVac unit(s) to original operating condition, reliability, and life expectancy. The R'newal program is designed to decrease your chances of unscheduled downtime. This process replaces worn materials, restores compressor performance, and updates applicable components to current design. This service program is performed by Trane field personnel. Its intent is to address components whose wear over time presents a significant risk to unit reliability and operation. It is intended for owners with midlife equipment that want to get many more years out of their units.



The CenTraVac R'newal program is backed with a Trane warranty covering the compressor motor, bearings and lubrication system failures. This unique warranty reflects Trane's confidence in our motors as well as our factory-authorized service technicians who work on them

Per the attached proposal, it is our recommendation that your chiller be scheduled for a CenTraVac Compressor R'newal service.

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (210) 657-0901.

Sincerely,

Scott Naab  
Account Manager  
E-mail: snaab@trane.com  
Cell: (210) 836-6108  
**Trane**

**PROPOSAL**

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed:

**Winston Churchill H S**

The following "Covered Equipment" will be serviced at Winston Churchill H S:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE032FA4	L09A06142	#3
Centrifugal Chiller	1	Trane	CVHF077FA3	L09A06133	#1
Centrifugal Chiller	1	Trane	CVHF077FA3	L09B06208	# 2

**SCOPE OF SERVICES**

**CENTRAVAC® COMPRESSOR R'NEWAL® SERVICE**

- Remove ventilation ductwork above chiller and place back after repairs are made to compressor components.
- Refrigerant removal and replacement per applicable law
- Dismantling of the centrifugal compressor
- Refrigerant Analysis using Trane Chemical Laboratory\*
- Inspection and verification of the inlet guide vane assembly, motor shaft, labyrinth seals, and the impellers compared to Trane specifications\*.
- Motor inspection including a rotor bar and resistance analysis of the motor to Trane specifications\*
- Verification and adjustment of the controls and measuring devices\*
- Inspection of the overload controls, contactors, wiring, and other starter components\*.
- Cleaning and inspection of the lubrication system including the oil pump, regulator, filters, heating elements, and sump\*
- Cleaning and inspection of economizer and liquid line flanges (recommend repair as necessary\*)
- Installation of new Trane compressor motor bearings
- Speed balance the rotor and impellers as one operating assembly prior to reassembly of the compressor
- Reassembly of the centrifugal compressor, auxiliary vapor and liquid lines, and sight glasses with all new Trane gaskets
- Replace oil pump and motor
- Clean and verify purge
- Perform vibration analysis as a base line at chiller start-up
- Replace motor terminal board
- Installation of motor terminal board using new Trane approved gaskets and terminal O-rings
- Replace relief valve carbon disk and gaskets
- Chiller evacuation and leak testing to Trane specifications
- Charge with refrigerant and adjust charge as necessary (any additional refrigerant required must be provided by the Owner. Owner's approval will be required if refrigerant cleaning or additional refrigerant is needed.)
- Start-up and operation check by certified Trane technician
- Verification of operating parameters and adjustment of the chiller as per its original specifications
- Trane extended warranty on compressor motor, bearings, and lubrication system
- **Installation of Trane R'newal nameplate indicating Trane issues CenTraVac compressor R'newal serial number.**
- Factory parts and labor warranty – see Warranty section (below) for details

*\* Evaluations will be by Trane representative. Any required additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.*

## CENTRAVAC R'NEWAL WARRANTY

In addition, the compressor motor, compressor motor bearings, and lubrication system will be covered by the Limited Factory Warranty below:

- **5 Years Parts & Labor and Maintenance:**

## CLARIFICATIONS

- The existing chiller refrigerant will be re-used provided it meets standards. Refrigerant cleaning, **reclaiming, and additional refrigerant are not included and will be billable in addition to this proposal.**
- **Any defects found not part of the scope of work provided in this proposal will be brought to the customer's attention and quoted prior to work.**
- Liquid and economizer line repairs, upon inspection, will be quoted in addition to this proposal.
- ASHRAE Std. 15 requirements for refrigerant monitor and self-contained breathing apparatus are not included. Please request a separate proposal if the equipment room does not meet this requirement.
- Disposal of waste oil shall be handled by Trane in accordance with EPA regulation and Trane oil disposal policy.
- The existing insulation will be re-used when possible. New insulation, if necessary, will be quoted in addition to this proposal.
- Upgrades to the motor starter and controls are not included in this proposal.
- Labor is at normal working hours only and excludes labor costs due to unusual equipment access. All crane costs are excluded.
- The Limited Factory Warranty is available at the URL listed below and is incorporated herein by this reference: [RNC-SVW001A-EN\\_07132021.pdf \(trane.com\)](#)

**PRICING AND ACCEPTANCE**

**CHILLER #2 PRICE:** .....\$173,834.30 USD  
**CHILLER #1 PRICE:** .....\$173,834.30 USD  
**CHILLER #3 PRICE:** .....\$159,988.36 USD

**CLARIFICATIONS**

1. Price does not include applicable sales taxes, which will be added and reflected in the invoice(s).
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer. In the event a "Service Project" is also included as part of the Agreement funding option, Customer shall pay to Company the Cancellation Fee which shall be set forth in "Exhibit A" Cancellation Schedule attached hereto, which Cancellation Fee represents unbilled labor, non-labor expenses, and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 7 of the attached Terms and Conditions – Quoted Service.

**This proposal is valid 30 days from October 4, 2024**

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
_____	Trane U.S. Inc.
Authorized Representative	Submitted By: Scott Naab
_____	Proposal Date: October 4, 2024
Printed Name	Cell: (210) 836-6108
_____	Office: (210) 657-0901
Title	License Number: TACLA59925C
_____	 Matt Wieand
Purchase Order	Authorized Representative
_____	General Sales Manager
Acceptance Date	Title
_____	11/11/2024
	Signature Date

**TERMS AND CONDITIONS – QUOTED SERVICE**

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. **Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon the Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counteroffer will be deemed accepted. Customer’s acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services rendered by Company to the date of cancellation.

4. **Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. **Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. **Services Fees and Taxes.** Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

MW 11/11/24 7. **Payment.** Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. **Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

MW 11/11/24 9. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer’s request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. **Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. **Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”) including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. **Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the “Limited Warranty”). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company’s obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer’s failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company’s equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company (“Third-Party Product(s)”) are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR**

SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. **Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**15. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. **Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. **Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**21. U.S. Government Contracts.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)  
Supersedes 1-10.48 (0720)

**SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Services"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

## APPENDIX

### SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

#### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

#### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

#### CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

