

HARLAN COMMUNITY SCHOOL DISTRICT
BOARD OF DIRECTORS – PUBLIC HEARING
MEDIA CENTER - HARLAN COMMUNITY HIGH SCHOOL

May 10, 2021

6:00 p.m.

AGENDA

- I. Call meeting to order and determination of a quorum.
- II. Approve the Agenda
- III. Public Hearing to Amend the 2020-2021 Budget
- IV. Comments from the Public
- V. Adjourn

**HARLAN COMMUNITY SCHOOL DISTRICT
AMENDMENT OF CURRENT BUDGET
FISCAL YEAR 2020/2021**

May 10, 2021

6:00 P.M.

Harlan Community Schools High School Library

Area	From	To	Reasons
Instruction	12,841,624	12,679,909	COVID costs and stimulus spending - The District was able to supplant some cost due to actions required by certain staff which helped prepare for, respond to, or prevent the spread of COVID.
Total Support Services	5,454,237	5,721,701	COVID costs and stimulus spending - The district incurred additional costs in preparing for , responding to, and preventing the spread of COVID. The district also incurred increase utility and snow removal costs during the harsh winter season.
Noninstructional Programs	761,252	872,078	COVID costs and stimulus spending - In order to operate the district food service program during the school year as well as the summer, the district incurred additional costs.
Total Other Expenditures	2,079,524	2,142,145	COVID costs and stimulus spending - In response to the pandemic, the district chose to complete several improvement projects that facilitates sanitization and social distancing.

HARLAN COMMUNITY SCHOOL DISTRICT
BOARD OF DIRECTORS - REGULAR MEETING
MEDIA CENTER - HARLAN COMMUNITY HIGH SCHOOL

May 10, 2021

Upon Adjournment of the Public Hearing

Finance: Hazelton and Schechinger

AGENDA

A. Call meeting to order and determination of a quorum

B. Public Forum

In accordance with Policy 213 - Public Participation in Board Meetings the board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board has set aside this specific time for public comment.

*Citizens wishing to address the board during public comment must notify the board secretary **no later than 2 hours** prior to the board meeting. The board president will recognize these individuals to make their comments at the appropriate time during public comment. Citizens wishing to present petitions to the board may also do so at this time. The board however, will only receive the petitions and not act upon them or their contents.*

Normally, speakers will be limited to five minutes per individual or such time limit to not exceed 45 minutes total public participation time. However, the board president may modify this time limit, if deemed appropriate or necessary. Public comment is a time set aside for community input, but the board will not discuss or take any action on any matter during public comment. Only individuals recognized by the board president will be allowed to speak. Comments by others are out of order. If disruptive, the individual causing disruption may be asked to leave the board meeting.

C. Approve the Agenda

D. Approval of Amendment to the 2020-2021 Budget

E. Discussion Items

1. School Board Appreciation Month
2. Superintendent Report
 1. School Day
 2. Teacher Handbook
 3. Retiree Reception

F. Action Items:

1. Resignation of Personnel:
 1. Kelsey Sheets Schechinger – Kindergarten Teacher

2. Willie Baughman – HS Math Teacher, Head Volleyball Coach, MS Girls Basketball Coach, and Girls Golf Coach
3. Ryan Meyer – MS Band Teacher and MS/HS Jazz Band
4. Devin Yeoman – HS Science Teacher
5. Cheryl Andersen – Kindergarten Teacher
6. Anne Kintner - .65 Elementary Art Teacher
7. Mike Davis – MS Art Teacher
8. Jeff Hastert – MS Boys Track Coach
9. Holly Borkowski – TLC Building Instructional Leader
10. Tom Stessman – District Maintenance
11. Su Buschkamp – MS Food Service
12. Holly Heronimus – MS Special Education Associate
13. Jim Fleshman – Elementary Special Education Associate

2. Employment of Personnel:

1. Josie Esser – 3rd Grade Teacher
2. Angela Breyfogle – 2nd Grade Teacher
3. Alison McElroy – Preschool Teacher
4. Dillon Stane – HS Science Teacher
5. Jeff Hastert – Freshman Baseball
6. Other

3. Amended Personnel Contracts
4. Approval of Control Services Maintenance Agreement
5. Approval of Bus Bids
6. Approval of SAN Technology Purchase
7. Approval of 2020-2021 Harlan Community High School Graduates
8. Approval of Audit Bids
9. Approval of Out of State Music Trip

G. Consent Agenda

1. Minutes

1. April 12, 2021 – Regular Meeting

2. Accounts Payable

1. April and May Pre-Paid Warrants
2. May General Fund (Operating Warrants)
3. Student Activity Fund Warrants
4. Trust Fund Warrants
5. Agency Fund Warrants
6. Physical Plant and Equipment Fund Warrants

3. Financial Reports

H. Policy Review

1. Policy Review – First Reading

1. Policy 701.2 Transfer of Funds
2. Policy 701.3 Financial Records
3. Policy 702 Cash in Buildings
4. Policy 704.1 Local – State – Federal – Miscellaneous Revenue
5. Policy 704.6 Online Fundraising Campaigns – Crowdfunding
6. Policy 706.2 Payroll Deductions
7. Policy 707.4 Audit
8. Policy 707.5R1 – Internal Controls Procedure
9. Policy 801.4 Site Acquisition
10. Policy 803.1 Disposition of Obsolete Equipment
11. 904.1 Transporting Students in Private Vehicles
12. Policy 905.2 Tobacco/Nicotine-Free Environment

I. Policy Review

1. Policy Review – Second/Final Reading

1. Policy 401.13 Staff Technology Use/Social Networking
2. Policy 401.13R1 Staff Technology Use/Social Networking Regulation – DELETE
3. Policy 401.12 Employee Use of Cell Phones
4. Policy 401.12R1 Employee Use of Cell Phones Administrative Regulation

- J. Closed Session for Superintendent Evaluation - Closed session to review or discuss records which are required or authorized by state or federal law to be kept confidential pursuant to Iowa Code section 21.5(1)(a) and to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to the affected individual's reputation and that individual requests a closed session, all pursuant to Iowa Code section 21.5(1)(i).

Motion: I move that the Board go into closed session to review or discuss records which are required or authorized by state or federal law to be kept confidential pursuant to Iowa Code section 21.5(1)(a) and to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to the affected individual's reputation and that individual requests a closed session, all pursuant to Iowa Code section 21.5(1)(i).

K. Adjournment

**HARLAN COMMUNITY SCHOOL DISTRICT
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Noninstructional Programs	761,252	872,078	COVID costs and stimulus spending - In order to operate the district food service program during the school year as well as the summer, the district incurred additional costs.
Total Other Expenditures	2,079,524	2,142,145	COVID costs and stimulus spending - In response to the pandemic, the district chose to complete several improvement projects that facilitates sanitization and social distancing.

HARLAN COMMUNITY SCHOOL DISTRICT
CONTRACT WITH TEACHER

This contract is entered into by and between **Josie Esser**, a teacher, and the Board of Directors, hereinafter called the Board, of the Harlan Community School District, located at 2102 Durant, Harlan, Iowa. This contract covers the 2021-2022 school year.

In consideration of an annual salary of **\$48,944.63**, the teacher agrees to well and faithfully perform his/her teaching duties, and such other duties as may be assigned by the board or its duly authorized representatives.

AND IT IS FURTHER AGREED:

1. That the contract term shall include 190 days of service for the entire school year as per the school calendar adopted by the Board of Directors.
2. That an amount equal to the pay for one day of service shall be deducted from the salary of said teacher for each day of service not performed if absence from duty with pay is not authorized by the board or leave policy in effect.
3. That if said teacher is lawfully discharged or is released by mutual agreement before the completion of said term, final settlement shall be made so the total amount which the teacher shall have received shall be an amount equal to the product of the number of days of service multiplied by the amount considered as pay for one day of service.
4. That the use to be made of the days in said term, which are in excess of the number of teaching days as stated herein, shall be determined by the board and may be stated in a school calendar adopted by the board.
5. That said teacher shall attend, outside of regular school hours as established by the board, such professional meetings as might be called by school authorities for coordinating the work of the teacher in the school program.
6. That the teacher shall present a certificate as required by law to the secretary of the Board of Directors of the School District, and that the teacher shall not accept, and the District shall not be under any obligation to pay, any part of the annual salary until the required certificate is submitted.
7. That this contract shall be subject to the provisions of Iowa Code §§279.19 and 279.27 and may be terminated at the end of the contract term without cause.
8. That this contract shall be invalid if the teacher is under contract with another Board of Directors in the state of Iowa to teach covering the same period of time.

9. That this contract is subject to the provisions of the Master Contract between the District and the Harlan Education Association. The provisions of the Master Contract shall prevail where the provisions of this contract are inconsistent with those of the Master Contract.

10. That, in the event of error, the District will recover any overpayment and make any necessary corrections for underpayment.

This contract shall be without force and effect unless it is in the hands of the Board bearing the signature of the teacher and the President of the Board on or before the 10th day of May, 2021.

4-23-21
Date

Jorie Essee
Teacher

May 10, 2021
Date

Board President

HARLAN COMMUNITY SCHOOL DISTRICT
CONTRACT WITH TEACHER

This contract is entered into by and between **Angela Breyfogle**, a teacher, and the Board of Directors, hereinafter called the Board, of the Harlan Community School District, located at 2102 Durant, Harlan, Iowa. This contract covers the 2021-2022 school year.

In consideration of an annual salary of **\$55,580.23**, the teacher agrees to well and faithfully perform his/her teaching duties, and such other duties as may be assigned by the board or its duly authorized representatives.

AND IT IS FURTHER AGREED:

1. That the contract term shall include 190 days of service for the entire school year as per the school calendar adopted by the Board of Directors.
2. That an amount equal to the pay for one day of service shall be deducted from the salary of said teacher for each day of service not performed if absence from duty with pay is not authorized by the board or leave policy in effect.
3. That if said teacher is lawfully discharged or is released by mutual agreement before the completion of said term, final settlement shall be made so the total amount which the teacher shall have received shall be an amount equal to the product of the number of days of service multiplied by the amount considered as pay for one day of service.
4. That the use to be made of the days in said term, which are in excess of the number of teaching days as stated herein, shall be determined by the board and may be stated in a school calendar adopted by the board.
5. That said teacher shall attend, outside of regular school hours as established by the board, such professional meetings as might be called by school authorities for coordinating the work of the teacher in the school program.
6. That the teacher shall present a certificate as required by law to the secretary of the Board of Directors of the School District, and that the teacher shall not accept, and the District shall not be under any obligation to pay, any part of the annual salary until the required certificate is submitted.
7. That this contract shall be subject to the provisions of Iowa Code §§279.19 and 279.27 and may be terminated at the end of the contract term without cause.
8. That this contract shall be invalid if the teacher is under contract with another Board of Directors in the state of Iowa to teach covering the same period of time.

9. That this contract is subject to the provisions of the Master Contract between the District and the Harlan Education Association. The provisions of the Master Contract shall prevail where the provisions of this contract are inconsistent with those of the Master Contract.

10. That, in the event of error, the District will recover any overpayment and make any necessary corrections for underpayment.

This contract shall be without force and effect unless it is in the hands of the Board bearing the signature of the teacher and the President of the Board on or before the 10th day of May, 2021.

4-25-2021
Date

Angela Bryffogle
Teacher

May 10, 2021
Date

Board President

HARLAN COMMUNITY SCHOOL DISTRICT
CONTRACT WITH TEACHER

This contract is entered into by and between **Alison McElroy**, a teacher, and the Board of Directors, hereinafter called the Board, of the Harlan Community School District, located at 2102 Durant, Harlan, Iowa. This contract covers the 2021-2022 school year.

In consideration of an annual salary of **\$71,505.67**, the teacher agrees to well and faithfully perform his/her teaching duties, and such other duties as may be assigned by the board or its duly authorized representatives.

AND IT IS FURTHER AGREED:

1. That the contract term shall include 190 days of service for the entire school year as per the school calendar adopted by the Board of Directors.
2. That an amount equal to the pay for one day of service shall be deducted from the salary of said teacher for each day of service not performed if absence from duty with pay is not authorized by the board or leave policy in effect.
3. That if said teacher is lawfully discharged or is released by mutual agreement before the completion of said term, final settlement shall be made so the total amount which the teacher shall have received shall be an amount equal to the product of the number of days of service multiplied by the amount considered as pay for one day of service.
4. That the use to be made of the days in said term, which are in excess of the number of teaching days as stated herein, shall be determined by the board and may be stated in a school calendar adopted by the board.
5. That said teacher shall attend, outside of regular school hours as established by the board, such professional meetings as might be called by school authorities for coordinating the work of the teacher in the school program.
6. That the teacher shall present a certificate as required by law to the secretary of the Board of Directors of the School District, and that the teacher shall not accept, and the District shall not be under any obligation to pay, any part of the annual salary until the required certificate is submitted.
7. That this contract shall be subject to the provisions of Iowa Code §§279.19 and 279.27 and may be terminated at the end of the contract term without cause.
8. That this contract shall be invalid if the teacher is under contract with another Board of Directors in the state of Iowa to teach covering the same period of time.

9. That this contract is subject to the provisions of the Master Contract between the District and the Harlan Education Association. The provisions of the Master Contract shall prevail where the provisions of this contract are inconsistent with those of the Master Contract.

10. That, in the event of error, the District will recover any overpayment and make any necessary corrections for underpayment.

This contract shall be without force and effect unless it is in the hands of the Board bearing the signature of the teacher and the President of the Board on or before the 10th day of May, 2021.

05-06-2021
Date

Aileen McElroy
Teacher

May 10, 2021
Date

Board President

HARLAN COMMUNITY SCHOOL DISTRICT
CONTRACT WITH TEACHER

This contract is entered into by and between **Dillon Stane**, a teacher, and the Board of Directors, hereinafter called the Board, of the Harlan Community School District, located at 2102 Durant, Harlan, Iowa. This contract covers the 2021-2022 school year.

In consideration of an annual salary of **\$52,262.43**, the teacher agrees to well and faithfully perform his/her teaching duties, and such other duties as may be assigned by the board or its duly authorized representatives.

AND IT IS FURTHER AGREED:

1. That the contract term shall include 190 days of service for the entire school year as per the school calendar adopted by the Board of Directors.
2. That an amount equal to the pay for one day of service shall be deducted from the salary of said teacher for each day of service not performed if absence from duty with pay is not authorized by the board or leave policy in effect.
3. That if said teacher is lawfully discharged or is released by mutual agreement before the completion of said term, final settlement shall be made so the total amount which the teacher shall have received shall be an amount equal to the product of the number of days of service multiplied by the amount considered as pay for one day of service.
4. That the use to be made of the days in said term, which are in excess of the number of teaching days as stated herein, shall be determined by the board and may be stated in a school calendar adopted by the board.
5. That said teacher shall attend, outside of regular school hours as established by the board, such professional meetings as might be called by school authorities for coordinating the work of the teacher in the school program.
6. That the teacher shall present a certificate as required by law to the secretary of the Board of Directors of the School District, and that the teacher shall not accept, and the District shall not be under any obligation to pay, any part of the annual salary until the required certificate is submitted.
7. That this contract shall be subject to the provisions of Iowa Code §§279.19 and 279.27 and may be terminated at the end of the contract term without cause.
8. That this contract shall be invalid if the teacher is under contract with another Board of Directors in the state of Iowa to teach covering the same period of time.

9. That this contract is subject to the provisions of the Master Contract between the District and the Harlan Education Association. The provisions of the Master Contract shall prevail where the provisions of this contract are inconsistent with those of the Master Contract.

10. That, in the event of error, the District will recover any overpayment and make any necessary corrections for underpayment.

This contract shall be without force and effect unless it is in the hands of the Board bearing the signature of the teacher and the President of the Board on or before the 10th day of May, 2021.

Date

Teacher

May 10, 2021

Date

Board President

HARLAN COMMUNITY SCHOOL DISTRICT
CONTRACT WITH COACH

This contract is entered into by and between **Hastert, Jeff**, and the Board of Directors, hereinafter called the Board, of the Harlan Community School District, located at 2102 Durant, Harlan, Iowa.

In consideration of the salary listed below, the coach agrees to perform the duties of the position listed below, and such other duties as may be assigned by the Board or its duly authorized representatives:

Salary: **\$4,147.25**
Position: **Freshman Baseball**

AND IT IS FURTHER AGREED:

1. That the coach shall perform coaching duties as assigned, complete other duties related to post-season tournaments, and perform other related duties. The work to be performed and the use of the contract days identified in this contract shall be determined by the Board, or its designee.
2. That the number of contract days for this position is 90, and an amount equal to the pay for one day of service shall be deducted from the salary of the coach for each day of service not performed if absence from duty with pay is not authorized by the board or leave policy in effect.
3. That, if the coach is lawfully discharged or is released by mutual agreement before the completion of the term of this contract, final settlement shall be made so the total amount which the coach shall have received shall be an amount equal to the product of the number of days of service multiplied by the amount considered as pay for one day of service.
4. That the coach shall attend, outside of regular school hours as established by the Board, such professional meetings as might be called by school authorities for coordinating the work of the coach in the school program.
5. That the coach shall present a certificate with coaching endorsement, or a coaching authorization, to the Business Manager of the School District, and that the coach shall not accept, and the District shall not be under any obligation to pay, any part of the annual salary until the required certificate or authorization is submitted.
6. That this contract is for one school year only and that it may be terminated at any time for any lawful reason.
7. That, in the event of error, the District will recover any overpayment and make any necessary corrections for underpayment.

This contract shall be without force and effect unless it is in the hands of the Board bearing the signature of the coach and the President of the Board on or before the 10th day of May, 2021.

Date

Coach

May 10, 2021
Date

Board President



BMS Service Plan Proposal

Prepared exclusively for:

Harlan Community School District Elementary Building

April 1st, 2021

Control Services, Inc.

5712 South 85th Circle
Omaha, Nebraska 68127
(402) 339-4344
www.controls-services.com

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1.0 Service Plan Overview

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

1.1 Type of Service Plan

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

1.2 Included Services

Below are the services included in the selected Service Plan:

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

2.0 Service Plan Investment

This service agreement will be for a term of twelve (12) months, starting from April 1st, 2021 and will be enforceable until March 31st, 2022. The annual pricing of the Service Plan is \$3,620.00 for the year.

For services designated herein and included in subsequent pages, Harlan Community School District agrees to pay Control Services, Inc. the amount of Three Thousand Six Hundred Twenty and NO/100 dollars - \$3,620.00 to be invoiced in equal quarterly 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: **Harlan Elementary School**
Site Address: **2105 Durant Street**
System Type: **BAS Service Agreement**
Customer Name: **Harlan Community School District**
Contact: **Mr. Brian Gubbles**
Duration: **1 Year, Starting April 1st, 2021**
Value (Excl. Taxes): **\$3,620.00**
Invoicing Frequency: **Quarterly**

Harlan Community Schools Acceptance

Print Name: _____

Title: _____

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:

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

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 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**

Within this agreement Control Services will provide a combined total of 21 hours of service hours annually. The total hours will be a combination of the listed preventative maintenance tasks and any owner directed service work. 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 a specified number of hours for 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
Trane AHU-1 Air Handler	50 HP.	1	MCCB066UA0C0UB	Upper Mechanical Room	Filters 24@20x20x2 12@20x25x2
RenewAire Heat Exchanger #1		1	M# - HE8XIN SN#- H080740C	Upper Mechanical Room	Filters 4@16x20x2 8@16x25x2
RenewAire Heat Exchanger #2	10HP	1	M# - HE8XIN SN#- H080741C	Upper Mechanical Room	Filters 4@16x20x2 8@16x25x2
Telemechanique Altivar 21 VFD Power Roof Vent #1	7.5 HP	1	ATV21HU55N4 SN#8B0842206148	Upper Mechanical Room	
Telemechanique Altivar 21 VFD Power Roof Vent #2	7.5 HP	1	ATV21HU55N4 SN#8B0842206167	Upper Mechanical Room	
Telemechanique Altivar 21 VFD Heat Exchanger #2 Supply Fan	10 HP	1	ATV21HU75N4 SN#8B0826022	Upper Mechanical Room	
Telemechanique Altivar 21 VFD Heat Exchanger #2 Exhaust Fan	7.5 HP	1	ATV21HU55N4 SN#8B0826011208	Upper Mechanical Room	
Square D – S Flex Telemechanique Altivar 21 VFD Trane AHU-1	50 HP	1	SFD21PG4Y SN#26363846012	Upper Mechanical Room	

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 until the end of the twelve (12) month term.
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.

10.0 Appendix E: Task Sheets

This section contains all the Task Sheets detailing the scope of work to be performed by technicians for each type of equipment covered under this agreement