

Red Oak Community School District

604 S Broadway

Red Oak, Iowa 51566

712.623.6600

www.redoakschooldistrict.com

Regular Board of Directors Meeting

Meeting Location: Red Oak Jr./Sr. Virtual Learning Center OR

VIA Internet and Phone – visit website for information

GoToMeeting Link: <https://meet.goto.com/464769149>

Wednesday, May 21, 2025 – 5:30 p.m.

Agenda

- 1.0 Call to Order – Board of Directors President Bret Blackman
- 2.0 Roll Call – Board of Directors Secretary Heidi Harris
- 3.0 Approval of the Agenda – President Bret Blackman
- 4.0 Communications
 - 4.1 Public Comment

The board invited members of the public to offer comments about items of interest or concern relating to the district. Public comments are limited to two (2) minutes. The Board will not respond to comments at this time, but may consider public input when the topic is raised on the agenda. Due to open meeting laws, the Board cannot discuss items not already on the agenda.
 - 4.2 Good News from Red Oak Schools
 - 4.3 Visitors and Presentations
- 5.0 Consent Agenda
 - 5.1 Review and Approval of Monthly Business Reports
 - 5.2 Personnel Considerations
 - 5.2.1 Hiring of Allen Gray as High School Head Football Coach at the Jr-Sr High School for the 2025-2026 School Year
 - 5.2.2 Hiring of Carter Bruce as High School Assistant Football Coach at the Jr-Sr High School for the 2025-2026 School Year
 - 5.2.3 Hiring of Josie Wiser as Large Group Speech Assistant Coach at the Jr-Sr High School for the 2025-2026 School Year
 - 5.2.4 Hiring of Carter Bruce as High School Head Girls Basketball Coach at the Jr-Sr High School for the 2025-2026 School Year
 - 5.2.5 Hiring of Tristin Johnson as High School Assistant Girls Basketball Coach at the Jr-Sr High School for the 2025-2026 School Year
 - 5.2.6 Hiring of Jesse Taylor as High School Head Boys Basketball Coach at the Jr-Sr High School for the 2025-2026 School Year

- 5.2.7 Hiring of Shaely Nowels as High School Head Bowling Coach at the Jr-Sr High School for the 2025-2026 School Year
- 5.2.8 Hiring of Dion Coffey as High School Assistant Boys Basketball Coach at the Jr-Sr High School for the 2025-2026 School Year
- 5.2.9 Hiring of Dillon Wiser as Volunteer High School Assistant Football Coach at the Jr-Sr High School for the 2025-2026 School Year
- 5.2.10 Resignation of Jesse Taylor as High School Assistant Boys Basketball Coach at the Jr-Sr High School at the end of 2024-2025 School Year
- 5.2.11 Resignation of Shaely Nowles as High School Assistant Bowling Coach at the Jr-Sr High School at the end of 2024-2025 School Year
- 5.2.12 Resignation of Michele Shelly Stevens as Jr-Sr High Paraprofessional at the end of the 2024-2025 School Year
- 5.2.13 Resignation of Courtney Madison as Inman Elementary at the end of the 2024-2025 School Year
- 5.2.14 Resignation of Dillon Wiser as High School Assistant Football Coach at the Jr-Sr High School at the end of 2024-2025 School Year
- 5.2.15 Resignation of Carter Bruce as High School Assistant Girls Basketball Coach at the Jr-Sr High School at the end of 2024-2025 School Year
- 5.2.16 Resignation of Tristin Johnson as High School Head Girls Basketball Coach at the Jr-Sr High School at the end of 2024-2025 School Year
- 5.3 Contract and Service Agreements
 - 5.3.1 Renewal of Student Accident Insurance/Catastrophic Injury Insurance with Student Assurance Services for the 2025-2026 School Year (\$550)
 - 5.3.2 Renewal of 3-Year Service Agreements with Johnson Controls to Conduct Annual Fire Alarm Monitoring, Inspections, Diagnostic Assessments, and Documentation (\$8,479.99 year one; \$8,958.17 year two; and \$9,483.50 year three)
 - 5.3.3 Renewal of Specialty Underwriters (SU) Equipment Maintenance Insurance for the 2025-2026 School Year (\$66,188)
 - 5.3.4 Renewal of 3-Year Contract for VMWare Virtualization Software (\$10,810.80)
 - 5.3.5 Authorization of Contract with Green Hills AEA to Transfer State Funding Pursuant to HF 2612
- 6.0 General Business for the Board of Directors
 - 6.1 Old Business
 - 6.1.1 Discussion/Approval of Second Reading of Board Policies 300-304
 - 6.1.2 Discussion/Approval of Second Reading of Board Policy Revisions Pursuant to the Enactment of SF 418 (i.e., Removal of “Gender Identity” as a Protected Status Under the Iowa Civil Rights Act)
 - 6.1.3 Discussion/Approval of Second Reading of Board Policies 511 and 511.R1 Pursuant to the Enactment of HF 782 (i.e., Restrictions on Student Use of Personal Electronic Devices During Instructional Times)
 - 6.2 New Business
 - 6.2.1 Discussion/Approval of First Reading of Board Policy 401.11 (Employee Use of Cell Phones)

- 6.2.2 Discussion/Approval of Re-Authorization of Lease Agreement with the Montgomery County Child Development Association
 - 6.2.3 Discussion/Approval of Softball Interscholastic Sharing Agreement with the Southwest Valley Community School District for the 2024-2025 School Year
 - 6.2.4 Discussion/Approval of Scope and Timeline of Proposed Inman Renovations
- 7.0 Reports
 - 7.1 Administrative
 - 7.2 Future Conferences, Workshops, Seminars
 - 7.3 Other Announcements
 - 7.4 Board Member Requested Item(s) for Next Meeting Agenda
- 8.0 Closed Session - Superintendent Performance Evaluation Pursuant to Iowa Code Section 21.5(1)(i)
- 9.0 Next Board of Directors Meeting:
 - Wednesday, June 18, 2025 – 5:30 pm
 - Red Oak Virtual Learning Center
 - Red Oak Jr/Sr High
- 9.0 Adjournment

300 Series—Administration

300.1 - Role of School District Administration

The purpose of school administration is to help create and to foster an environment in which students can learn most effectively. All administrative duties and functions should be appraised in terms of the goals and objectives and the mission statement created by the school district.

School district administrators have been given a great opportunity and responsibility to manage the school district, to provide educational leadership, and to implement the educational philosophy of the school district. They are responsible for the day-to-day operations of the school district. In carrying out these operations, the administrators are guided by board policies, the law, the needs of the students, and the wishes of the citizens in the school district community.

It is the responsibility of the administrators to implement and enforce the policies of the board, to oversee employees, to monitor educational issues confronting the school district, and to inform the board about school district operations. While the board holds the superintendent ultimately responsible for these duties, the principals are more directly responsible for educational results, for the administration of the school facilities and for the employees.

In this series of the board policy manual, the board defines the role and the employment of school district administrators. Policies in the 400 Series, “Employees,” also apply to administrators unless a more specific policy exists in the 300 Series, “Administration.”

Approved April 23, 2018

Reviewed ~~January 10, 2022~~ April 16, 2025

Revised April 23, 2018

300.2 - Management

The board and the administration will work together to share information and decisions under the management team concept. The board and the administrators will work together in making decisions and setting goals for the school district. This effort is designed to obtain, share, and use information to solve problems, make decisions, and formulate school district policies and regulations.

It is the responsibility of each administrator to fully participate in the management of the school district by investigating, analyzing, and expressing their views on issues. Those board members or administrators with special expertise or knowledge of an issue may be called upon to provide information. Each board member and administrator will support the decisions reached on the issues confronting the school district.

The board is responsible for making the final decision in matters pertaining to the school district.

Approved April 23, 2018

Reviewed ~~January 10, 2022~~ April 16, 2025

Revised January 24, 2022

301 - Administrators

The superintendent, the building principals and any other administrators, for purposes of this Series (Series 300) of this Policy, shall be referred to collectively as “administrators.”

Superintendent of the School District

The superintendent shall be the head administrator and executive officer of the board and shall be directly responsible for the execution of the school district’s policies for the faithful and efficient observance of the school district’s rules by all employees throughout the system, and for the enforcement of all provisions of the law relating to the operation of the schools.

Other Administrators of the School District

The building principals and other administrators shall assist the superintendent and the board in the daily operation of the school district.

Approved April 23, 2018

Reviewed ~~January 10, 2022~~ April 16, 2025

Revised January 24, 2022

301.2 - Recruitment and Appointment of Administrators

Superintendent

The board will employ a superintendent to serve as the chief executive officer of the board, to conduct the daily operations of the school district, and to implement board policy with the power and duties prescribed by the board and the law.

The board, as needed, may engage in a search for applicants for the position of superintendent of the school district. The services of a consultant may be engaged to assist in screening and/or selecting candidates to be interviewed by the board.

Other Administrators

The board will employ building principals and other administrators, in addition to the superintendent, to assist in the daily operations of the school district. It is the responsibility of the superintendent to make a recommendation to the board for filling any administrative position. The board will act only on the superintendent's recommendation.

The services of a consultant may be engaged to assist in screening and/or selecting candidates to be interviewed by the board.

Approved April 23, 2018

Reviewed ~~January 10, 2022~~ April 16, 2025

Revised January 24, 2022

301.3 - Administrator Contracts and Contract Nonrenewal

The length of the contract for employment between an administrator and the board is determined by the board. The contract will state the length of the contract and the terms of employment.

The first three consecutive years of a contract issued to a newly employed administrator will be considered a probationary period. The probationary period may be extended for an additional year upon the consent of the administrator. In the event of termination of a probationary or non-probationary contract, the board will afford the administrator appropriate due process, as required by law. The administrator and board may mutually agree to terminate the administrator's contract.

It is the responsibility of the superintendent to create a contract for each administrative position. The board may issue temporary and nonrenewable contracts in accordance with law.

If an administrator wishes to resign, to be released from a contract, or to retire, the administrator must comply with board policies dealing with retirement, release, or resignation.

Approved April 23, 2018

Reviewed ~~January 10, 2022~~ April 26, 2025

Revised January 24, 2022

301.4 - Administrator Salary and Other Compensation

The board has complete discretion to set the salary of the superintendent and/or other administrators. The board authorizes the superintendent to recommend the salary of other administrators to the board. It is the responsibility of the board and/or the superintendent to set the salary and benefits of the superintendent and other administrators at a level that will include consideration of, but not be limited to, the economic condition of the school district and the training, experience, skill, and demonstrated competence of the administrator. The salary is set at the beginning of each contract term.

In addition to the salary and benefits, the administrator's actual and necessary expenses are paid by the school district when the administrator is performing work-related duties. It is within the discretion of the board to pay dues to professional organizations for the superintendent. It is within the discretion of the superintendent to pay dues to professional organizations for the administrator.

The board believes the administrator is to stay current on educational issues, and as such, the board may approve the payment of dues and other benefits or compensation over and above the administrator's contract. Approval of dues and other benefits or compensation will be included in the records of the board in accordance with board policy.

Approved April 23, 2018

Reviewed ~~January 10, 2022~~ April 16, 2025

Revised January 24, 2022

301.5 - Administrator Duties

Superintendent

The board employs a superintendent of schools to serve as the chief executive officer of the board. The board delegates to the superintendent the authority to implement board policy and to execute decisions made by the board concerning the internal operations of the school district, unless specifically stated otherwise.

The superintendent is responsible for the implementation and execution of board policy and the observance of board policy by employees and students. The superintendent is responsible for overall supervision and discipline of employees and the education program. In executing the above-stated duties, the superintendent will consider the financial situation of the school district as well as the needs of the students.

Specifically the superintendent:

- Interprets and implements all board policies and all state and federal laws relevant to education;
- Supervises, either directly or through delegation, all activities of the school system according to, and consistent with, the policies of the board;
- Represents the board as a liaison between the school district and the community;
- Establishes and maintains a program of public relations to keep the public well-informed of the activities and needs of the school district, effecting a wholesome and cooperative working relationship between the school district and the community;
- Attends and participates in all meetings of the board, except when the superintendent has been excused, and makes recommendations affecting the school district;
- Reports to the board on such matters as deemed material to the understanding and proper management of the school district or as the board may request;
- Assumes responsibility for the overall financial planning of the district and for the preparation of the annual budget, and submits it to the board for review and approval;
- establishes and maintains efficient procedures and effective controls for all expenditures of school district funds in accordance with the adopted budget, subject to the direction and approval of the board;
- Files, or causes to be filed, all reports required by law;
- Makes recommendations to the board for the selection of employees for the school district;
- Makes and records assignments and transfers of all employees pursuant to their qualifications;

- Employs such employees as may be necessary, within the limits of budgetary provisions and subject to the board's approval;
- Recommends to the board, for final action, the promotion, salary change, demotion, or dismissal of any employee;
- Prescribes rules for the classification and advancement of students, and for the transfer of students from one building to another in accordance with board policies;
- Summons employees of the school district to attend such regular and occasional meetings as are necessary to carry out the education program of the school district;
- Supervises methods of teaching, supervision, and administration in effect in the schools;
- Attends such conventions and conferences as are necessary to keep informed of the latest educational trends;
- Accepts responsibility for the general efficiency of the school system, for the development of the employees, and for the educational growth and welfare of the students;
- Defines educational needs and formulates policies and plans for recommendation to the board;
- Makes administrative decisions necessary for the proper functioning of the school district;
- Responsible for scheduling the use of buildings and grounds by all groups and/or organizations;
- Acts as the purchasing agent for the board, and establishes procedures for the purchase of books, materials and supplies;
- Approves vacation schedules for employees;
- Conducts periodic district administration meetings; and,
- Performs other duties as may be assigned by the board.
- Supervises the establishment or modification of the boundaries of school attendance and transportation areas subject to approval of the board.
- Directs studies of buildings and sites, taking into consideration population trends and the educational and cultural needs of the district in order to ensure timely decisions by the board and the electorate regarding construction and renovation projects.

This list of duties will not act to limit the board's authority and responsibility over the superintendent. In executing these duties and others the board may delegate, the superintendent will consider the school district's financial condition as well as the needs of the students in the school district.

Other Administrators

The board will employ other administrators to assist the superintendent in the day-to-day operations of the school district.

Building principals shall be responsible for the administration and operation of the attendance center(s) to which they are assigned. Each building principal, as chief administrator of the assigned attendance center, is responsible for the building and grounds, for the students and employees assigned to the attendance center, for school activities at the attendance center, for the education program offered in the attendance center, and the budget for the attendance center. The principal is considered the professional advisor to the superintendent in matters pertaining to the attendance center supervised by the principal.

Although the principals serve under the direction of the superintendent, duties of the principal may include, but not be limited to the following:

- Cooperate in the general organization and plan of procedure in the school under the principal's supervision;
- Supervision of the teachers in the principal's attendance center;
- Maintain the necessary records for carrying out delegated duties;
- Work with the superintendent in rating, recommending and selecting supervised employees whenever possible;
- Work with the superintendent in determining the education program to be offered and in arranging the schedules. As much of the schedule as possible should be made before school closes for summer vacation. In the matter of courses offered, the final approval rests with the superintendent who is in turn responsible to the board;
- Ensure that proper care is taken of all school books, supplies, materials, equipment, furniture and facilities;
- Instruct teachers to make a complete annual inventory of all school property contained in their individual rooms. This inventory is reviewed and filed with the board secretary;
- Investigate excessive cases of absence or tardiness of students and notify the parents or guardians of unexcused absence or tardiness. All such cases should be reported to the superintendent;
- Make such reports from time to time as the superintendent may require;
- Maintain the regular schedule of school hours established by the board and make no temporary changes in the schedule without the consent of the superintendent;
- Promptly notify the superintendent whenever ventilation, sanitation or heating of the building is unsatisfactory;
- Contribute to the formation and implementation of general policies and procedures of the school;
- Perform such other duties as may be assigned by the superintendent of schools.

This list of duties will not act to limit the board's authority and responsibility over the position of the administrators. In executing these duties and others the board may

delegate, the administrators will consider the school district's financial condition as well as the needs of the students in the school district.

Approved April 23, 2018

Reviewed ~~January 10, 2022~~ April 16, 2025

Revised January 24, 2022

301.6 - Administrator Evaluation

Superintendent

The board will conduct an ongoing evaluation of the superintendent's skills, abilities, and competence. At a minimum, the board will formally evaluate the superintendent on an annual basis. The goal of the superintendent's formal evaluation is to ensure the educational program for the students is carried out, promote growth in effective administrative leadership, clarify the superintendent's role, clarify the immediate priorities of the board, and develop a working relationship between the board and the superintendent.

The superintendent will be an educational leader who promotes the success of all students by:

- Mission, Vision and Core Values: Develop, advocate and enact a shared mission, vision, and core values of high-quality education and academic success and well-being of each student.
- Ethics and Professional Norms: Act ethically and according to professional norms to promote each student's academic success and well-being.
- Equity and Cultural Responsiveness: Strive for equity of educational opportunity and culturally responsive practices to promote each student's academic success and well-being.
- Curriculum, Instruction and Assessment: Develop and support intellectually rigorous and coherent systems of curriculum, instruction and assessment to promote each student's academic success and well-being.
- Community Care and Support for Students: Cultivate an inclusive, caring and supportive school community that promotes the academic success and well-being of each student.
- Professional Capacity of School Personnel: Develop the professional capacity and practice of school personnel to promote each student's academic success and well-being.
- Professional Community for Teachers and Staff: Foster a professional community of teachers and professional staff to promote each student's academic success and well-being.

- **Meaningful Engagement of Families and Community:** Engage families and the community in meaningful, reciprocal, and mutually beneficial ways to promote each student's academic success and well-being.
- **Operations and Management:** Manage school operations and resources to promote each student's academic success and well-being.
- **School Improvement:** Act as an agent of continuous improvement to promote each student's academic success and well-being.

The formal evaluation will be based upon the following principles:

- The evaluation criteria will be in writing, clearly stated and mutually agreed upon by the board and the superintendent. The criteria will be related to the job description and the school district's goals;
- At a minimum, the evaluation process will be conducted annually at a time agreed upon;
- Each board member will have an opportunity to individually evaluate the superintendent, and these individual evaluations will be compiled into an overall evaluation by the entire board;
- The superintendent will conduct a self-evaluation prior to discussing the board's evaluation, and the board as a whole will discuss its evaluation with the superintendent;
- The board may discuss its evaluation of the superintendent in closed session upon a request from the superintendent and if the board's discussion in open session will needlessly and irreparably injure the superintendent's reputation; and,
- The individual evaluation by each board member, if individual board members so desire, will not be reviewed by the superintendent. Board members are encouraged to communicate their criticisms and concerns to the superintendent in the closed session. The board president will develop a written summary of the individual evaluations, including both the strengths and the weaknesses of the superintendent, and place it in the superintendent's personnel file to be incorporated into the next cycle of evaluations.

This policy supports and does not preclude the ongoing, informal evaluation of the superintendent's skills, abilities and competence.

Other Administrators

The superintendent will conduct an ongoing process of evaluating the administrators on their skills, abilities, and competence. At a minimum, the superintendent will formally evaluate the administrators annually. The goal of the administrator's formal evaluation process is to ensure that the educational program for the students is carried out, student learning goals of the school district are met, promote growth in effective administrative leadership for the school district, clarify the administrator's role as defined by the board and the superintendent, ascertain areas in need of improvement, clarify the immediate

priorities of the responsibilities listed in the job description, and develop a working relationship between the superintendent and the administrator.

The superintendent is responsible for designing an administrator evaluation instrument. The formal evaluation will include written criteria related to the job description. The superintendent, after receiving input from the administrators, will present the formal evaluation instrument to the board for approval.

The formal evaluation will also include an opportunity for the administrator and the superintendent to discuss the written criteria, the past year's performance and the future areas of growth. The evaluation is completed by the superintendent, signed by the administrator and filed in the administrator's personnel file.

The principal will be an educational leader who promotes the success of all students by:

- **Mission, Vision and Core Values:** Develop, advocate and enact a shared mission, vision, and core values of high-quality education and academic success and well-being of each student.
- **Ethics and Professional Norms:** Act ethically and according to professional norms to promote each student's academic success and well-being.
- **Equity and Cultural Responsiveness:** Strive for equity of educational opportunity and culturally responsive practices to promote each student's academic success and well-being.
- **Curriculum, Instruction and Assessment:** Develop and support intellectually rigorous and coherent systems of curriculum, instruction and assessment to promote each student's academic success and well-being.
- **Community Care and Support for Students:** Cultivate an inclusive, caring and supportive school community that promotes the academic success and well-being of each student.
- **Professional Capacity of School Personnel:** Develop the professional capacity and practice of school personnel to promote each student's academic success and well-being.
- **Professional community for Teachers and Staff:** Foster a professional community of teachers and professional staff to promote each student's academic success and well-being.
- **Meaningful Engagement of Families and Community:** Engage families and the community in meaningful, reciprocal, and mutually beneficial ways to promote each student's academic success and well-being.
- **Operations and Management:** Manage school operations and resources to promote each student's academic success and well-being.
- **School Improvement:** Act as an agent of continuous improvement to promote each student's academic success and well-being.

Approved April 23, 2018
Reviewed ~~January 10, 2022~~ April 16, 2025
Revised January 24, 2022

301.7 - Administrator Professional Development

The board encourages the superintendent and other administrators to continue professional growth by being involved in professional organizations, attending conferences, continuing education, and participating in other professional activities.

It is the responsibility of the administrator to arrange the administrator's schedule in order to enable attendance at various conferences and events. If a conference or event requires the administrator to be absent from the office for more than three days, requires overnight travel, or involves unusual expense, the superintendent will bring it to the attention of the board president and the other administrators will bring it to the attention of the superintendent prior to attending the event.

The administrator may be required to report to the board after an event.

Approved April 23, 2018
Reviewed ~~January 10, 2022~~ April 16, 2025
Revised January 24, 2022

301.8 - Administrator Consulting/Outside Employment

An administrative position is considered full-time employment. The board expects administrators to give the responsibilities of their positions in the school district precedence over other employment. An administrator may accept consulting or outside employment for pay as long as, in the judgment of the board, the work is conducted on the administrator's personal time and it does not interfere with the performance of the administrator's duties.

The board reserves the right, however, to request the administrator cease the outside employment as a condition of continued employment. The board will give the administrator thirty days notice to cease outside employment.

Approved April 23, 2018
Reviewed ~~January 10, 2022~~ April 16, 2025
Revised January 24, 2022

302.1 - Development and Enforcement of Administrative Regulations

Administrative regulations may be necessary to implement board policy. It is the responsibility of the superintendent to develop and enforce administrative regulations.

In developing the administrative regulations, the superintendent may consult with administrators or others likely to be affected by the regulations. Once the regulations are developed, employees, students and other members of the school district community will be informed in a manner determined by the superintendent.

The board will be kept informed of the administrative regulations utilized and their revisions. The board may review and recommend change of administrative regulations prior to their use in the school district if they are contrary to the intent of board policy.

Approved April 23, 2018

Reviewed ~~January 10, 2022~~ April 16, 2025

Revised January 24, 2022

302.2 - Monitoring of Administrative Regulations

The administrative regulations will be monitored and revised when necessary. It is the responsibility of the superintendent to monitor and revise the administrative regulations.

The superintendent may rely on the board, administrators, employees, students, and other members of the school district community to inform the superintendent about the effect of and possible changes in the administrative regulations.

Approved April 23, 2018

Reviewed ~~January 10, 2022~~ April 16, 2025

Revised January 24, 2022

303 - Administrative Succession of Authority

In the absence of the superintendent, it is the responsibility of the other administrators to assume the superintendent's duties. If the absence of the superintendent is temporary, the successor shall be that individual or individuals temporarily appointed by the superintendent and communicated to the board president.

If the absence of the superintendent is temporary, the successor will assume only those duties and responsibilities of the superintendent that require immediate action. If the board determines the superintendent will be absent for an extended period of time, the board will appoint an acting superintendent to assume the responsibilities of the superintendent. The successor will assume the duties when the successor learns of the superintendent's absence or when assigned by the superintendent or the board.

References to "superintendent" in this policy manual will mean the "superintendent or the superintendent's designee" unless otherwise stated in the board policy.

Approved April 23, 2018

Reviewed ~~January 10, 2022~~ April 16, 2025

Revised January 24, 2022

304 - Administrator Code of Ethics

Administrators, as part of the educational leadership in the school district community, represent the views of the school district. Their actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, administrators will conduct themselves professionally and in a manner fitting to their position.

Each administrator will follow the code of ethics stated in this policy. Failure to act in accordance with this code of ethics or in a professional manner, in the judgment of the board, will be grounds for discipline up to, and including, discharge.

The professional school administrator:

- Makes the education and well-being of students the fundamental value of all decision making.
- Fulfills all professional duties with honesty and integrity and always acts in a trustworthy and responsible manner.
- Supports the principle of due process and protects the civil and human rights of all individuals.
- Implements local, state and national laws.
- Advises the school board and implements the board's policies and administrative rules and regulations.
- Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals or that are not in the best interest of children.
- Avoids using his/her position for personal gain through political, social, religious, economic or other influences.
- Accepts academic degrees or professional certification only from accredited institutions.

- Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
- Honors all contracts until fulfillment, release or dissolution mutually agreed upon by all parties.
- Accepts responsibility and accountability for one's own actions and behaviors.
- Commits to serving others above self.

Approved April 23, 2018

Reviewed ~~January 10, 2022~~ April 16, 2025

Revised January 24, 2022

Restrictions on Student Use of Personal Electronic Devices During Instructional Times (2nd Reading with Revisions Reflecting Board Recommendations)

Policy 511—Student Use of Personal Electronic Devices

In order to promote the best educational experience, students should feel connected to their educational environment and to others in the school community. Building meaningful connections can occur in a variety of ways. Technology has advanced peoples' ability to connect with one another across a variety of virtual platforms, and when used appropriately, adds value to the learning environment. However, it is vital to the developmental health and growth of students that the district provides opportunities for students to connect with peers and other members of their school community in-person whenever possible. In-person learning and interactions teach vital life and social skills that students will need for their continued success in the community.

For this reason, student use of personal electronic devices ~~during instructional time~~ is prohibited **throughout the school day**. Students have access to district-owned electronic devices as appropriate for the instructional needs of the learning environment and authorized by the classroom teacher. Parents or guardians who need to communicate with students during instructional time may contact the school building administrative office.

~~Instructional time~~ **The school day** is defined to mean **the periods of time between the first morning bell to afternoon dismissal** ~~classroom instruction from the beginning of class bell until the end of class bell~~. Personal electronic devices mean any device that is capable of electronically communicating, sending, receiving, storing, recording, reproducing and/or displaying information and data. This may include but is not limited to electronic communication equipment, mobile phones, smart phones, video game devices and portable media players. ~~Students may wear smart or electronic watches but may not use any communication applications or features that are prohibited from use on other electronic devices and all notifications must be turned off.~~ Personal electronic devices that have been specifically authorized under a current individual education plan (IEP), a Section 504 plan, or an Individual Health Plan (IHP) are exempt from this policy.

Parents or guardians of students may request to building level administration that a student retain access to the student's personal electronic device during instructional time if the parent or guardian can establish there is a legitimate reason related to the student's mental or physical health for the student to retain access during instructional time. This reason must be tied to the student's multi-tiered system of support framework. Any denials may be appealed to the Superintendent, who will be the final decisionmaker on the request.

Students who choose to use personal electronic devices outside instructional time but while on school property, at school-sponsored events, or in a manner that may impact the educational environment must use these devices in accordance with all applicable laws and board policies. Students who violate this policy may face disciplinary consequences up to and including suspension or expulsion. The Superintendent, in conjunction with building level administration, will develop administrative regulations in accordance with this policy.

Approved:

Reviewed:

Revised:

511.R1—Student Use of Personal Electronic Devices Regulation

The district is committed to providing an inclusive educational environment for students and families. It is valuable for students' educational experience for families to engage in and support their students' educational experience. As part of this commitment, the district will take steps to create opportunities for students to engage in peer-to-peer activities, and ensure that student use of personal electronic devices does not occur during ~~instructional time~~ **the regular school day**.

Every district staff member is empowered to assist in the enforcement of this policy and regulation as appropriate. To avoid distraction during ~~instructional time~~ **the school day**, personal electronic devices must be silenced or turned off, not visible, and not physically attached to the student's body. Students may store their personal electronic devices in their backpacks, unless otherwise instructed; ~~in the space designated by the classroom teacher.~~ ~~Student personal electronic devices in the possession of the district will be secured using the following methods:}]~~

~~Staff members may establish classroom rules or protocols for placement of personal electronic devices during instructional times consistent with this regulation.~~ If a student is observed using a personal electronic device during ~~instructional time~~ **the school day**, the employee who observed the student behavior will notify building administration, who will require the student to turn in the device for safekeeping until the end of the school day. The device will be secured in the building's front office. The district, however, is not responsible for the loss, theft, or destruction of personal electronic devices brought onto school, or district property, or while the student is attending district or school-sponsored events.

For a student's first violation of this policy, the student may pick up the device at the end of the school day and the student's parent/guardian will be notified. For subsequent violations of this policy, the device will be released to the student's parent/guardian following a meeting with the student and the student's parent/guardian to create a plan to avoid further violations. If a student in violation of this policy refuses to turn over their device, they may be sent home for the remainder of the school day. Repeated violations of this policy may result in additional disciplinary consequences for students in accordance with board policy.

401.11 Employee Use of Cell Phones

The use of cell phones and other communication devices may be appropriate to provide for the effective and efficient operation of the school district and to help ensure safety and security of people and property while on school district property or engaged in school sponsored activities.

Employees may possess and use cell phones during the school day as outlined in this policy and as provided in the administrative regulation.

Employees are prohibited from using cell phones or personal electronic devices during instructional time and other duty times, including student supervision periods, staff development, and parent-teacher conferences, except in the case of an emergency or prior administrative approval for educational purposes. Employees may use cell phones or personal electronic devices during non-instructional times such as planning periods, lunch, or breaks, provided it does not disrupt the school environment.

Cell phones are not to be used for conversations involving confidential student or employee information.

Employees are prohibited from using cell phone or personal electronic devices while driving district vehicles or transporting students, except in the case of an emergency and any such use must comply with applicable state and federal law and district policies and regulations.

School bus drivers are prohibited from using any communication device while operating the bus except in the case of an emergency, or to call for assistance, after the vehicle has been stopped. Any such use must comply with applicable state and federal law and district policies and regulations.

Employees violating the policy will be subject to discipline, up to and including, discharge. It is the responsibility of the superintendent to develop administrative regulations regarding this policy.

Approved:

Reviewed:

Revised:

401.11R1 Employee Use of Cell Phones Regulation

Cell phone Usage

1. Cell phones shall be used in a manner that does not disrupt instruction and should not be used during school-sponsored programs, meetings, in-services, or other events where there exists a reasonable expectation of quiet attentiveness unless there is a reason of personal health or safety involved.
2. Cell phones should not be used to transmit confidential student or personal information either verbally or written.
3. Employees are prohibited from using a cell phone while driving as part of their work duties, unless in the case of an emergency, unless the vehicle has come to a complete stop and the gear is in park.

On February 28, 2025, Governor Reynolds signed Senate File 418, which removes “gender identity” as a protected status under the Iowa Civil Rights Act, specifically in areas including employment and education. The bill also prohibits school districts from teaching gender theory or sexual orientation to students in kindergarten through sixth grade.

This requires the following policy revisions:

102 - Equal Educational Opportunity

It is the goal of the board to develop a healthy social, intellectual, emotional, and physical self-concept in the students enrolled in the school district. Each student attending school will have the opportunity to use its education program and services as a means for self-improvement and individual growth. In so doing, the students are expected to conduct themselves in a manner that assures each student the same educational opportunity.

The Red Oak Community School District does not discriminate on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, **gender identity**, age (for employment) genetic information (for employment), socioeconomic status (for programs) or marital status (for programs) in its educational programs and its employment practices. The belief in equal educational opportunity serves as a guide for the board and employees in making decisions relating to school district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students. There is a grievance procedure for process complaints of discrimination. Any person with questions or a grievance regarding this policy should contact the Equity Coordinator, 604 S. Broadway Street, Red Oak, IA 51566, 712-623-6610, greens@redoakschools.org

The board requires all persons, agencies, vendors, contractors, and other persons and organizations doing business with or performing services for the school district to subscribe to all applicable federal and state laws, executive orders, rules and regulations pertaining to contract compliance and equal opportunity.

Inquiries by students regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, are directed to the Affirmative Action Coordinator by writing to the Affirmative Action Coordinator, Red Oak Community School District, 604 S. Broadway St., Iowa 51566; or by telephoning (712) 623-6600. Such inquiries may also be directed in writing to the Director of the Region VII office of Civil Rights, U.S. Department of Education, John C. Kluczynski Federal Building, 230 S. Dearborn St., 37th Floor, Chicago, IL, 60604 (312) 730-1560, fax (312) 730-1576 OCR.Chicago@ed.gov, the Iowa Civil Rights Commissioner, <https://icrc.iowa.gov>, (515) 281-4121 or the Iowa Dept. of Education, Grimes State Office Bldg., Des Moines, IA 50319. (515) 281-5294. This inquiry or complaint to the federal or state office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Approved October 13, 2014

Reviewed ~~May 15, 2024~~

April 16, 2024

Revised June 26, 2024

102.R1 - Grievance Procedure

It is the policy of the Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, **gender identity** and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact Mr. Steven Green, 2011 N. 8th St., Red Oak, IA 51566, 712-623-6610, greens@redoakschools.org.

Students, parents of students, employees, and applications for employment in the school district will have the right to file a formal complaint alleging discrimination under federal or state regulations requiring non-discrimination in programs and employment.

A student, or a parent of a student, employees, and applicants for employment in the school district have the right to file a formal complaint alleging discrimination. The district has policies and procedures in place to identify and investigate complaints alleging discrimination. If appropriate, the district will take steps to prevent the recurrence of discrimination and to correct its discriminatory effects on the Complainant and others.

A Complainant may attempt to resolve the problem informally by discussing the matter with a building principal or a direct supervisor. However, the Complainant has the right to end the informal process at any time and pursue the formal grievance procedures outlined below. Use of the informal or formal grievance procedure is not a prerequisite to the pursuit of other remedies. Please note that informal processes and procedures are not to be used in certain circumstances (e.g., sexual harassment and sexual assault).

Filing a Complaint

A Complainant who wishes to avail himself/herself of this grievance procedure may do so by filing a complaint with the equity coordinator(s). An alternate will be designated in the event it is claimed that the equity coordinator or superintendent committed the alleged discrimination or some other conflict of interest exists. Complaints shall be filed within 180 (one hundred eighty) days of the event giving rise to the complaint or from the date the Complainant could reasonably become aware of such occurrence. The Complainant will state the nature of the complaint and the remedy requested. The equity coordinator(s) shall assist the Complainant as needed.

Investigation

Within 15 (fifteen) working days, the equity coordinator will begin the investigation of the complaint or appoint a qualified person to undertake the investigation (hereinafter “equity coordinator”). If the Complainant is under 18 years of age, the equity coordinator shall notify his or her parent(s)/guardian(s) that they may attend investigatory meetings in which the Complainant is involved. The complaint and identity of the Complainant, Respondent, or witnesses will only be disclosed as reasonably necessary in connection with the investigation or as required by law or policy. The investigation may include, but is not limited to the following:

- A request for the Complainant to provide a written statement regarding the nature of the complaint;
- A request for the individual named in the complaint to provide a written statement;
- A request for witnesses identified during the course of the investigation to provide a written statement;
- Interviews of the Complainant, Respondent, or witnesses;
- An opportunity to present witnesses or other relevant information; and
- Review and collection of documentation or information deemed relevant to the investigation.

Within 60 (sixty) working days, the equity coordinator shall complete the investigation and issue a report with respect to the findings.

The equity coordinator shall notify the Complainant and Respondent of the decision within 5 (five) working days of completing the written report. Notification shall be by U.S. mail, first class.

Decision and Appeal

The complaint is closed after the equity coordinator has issued the report, unless with 10 (ten) working days after receiving the decision, either party appeals the decision to the superintendent by making a written request detailing why he/she believes the decision should be reconsidered. The equity coordinator shall promptly forward all materials relative to the complaint and appeal to the superintendent. Within 30 (thirty) working days, the superintendent shall affirm, reverse, amend the decision, or direct the equity coordinator to gather additional information. The superintendent shall notify the Complainant, Respondent, and the equity coordinator of the decision within 5 (five) working days of the decision. Notification shall be by U.S. mail, first class.

The decision of the superintendent shall be final.

The decision of the superintendent in no way prejudices a party from seeking redress through state or federal agencies as provided by in law.

This policy and procedures are to be used for complaints of discrimination, in lieu of any other general complaint policies or procedures that may be available.

If any of the stated timeframes cannot be met by the district, the district will notify the parties and pursue completion as promptly as possible.

Retaliation against any person, because the person has filed a complaint or assisted or participated in an investigation, is prohibited. Persons found to have engaged in retaliation shall be subject to discipline by appropriate measures.

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Iowa Civil Rights Commission; the Equal Employment Opportunity Commission; the U.S. Department of Education, Office for Civil Rights; the U.S. Department of Education, Office of Special Education Programs; or the Iowa Department of Education. Any inquiry or complaint to a state or federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

102.E1 - Annual Notice of Nondiscrimination

Students, parents, employees and others doing business with or performing services for the Red Oak Community School District are hereby notified that this school district does not discriminate on the basis race, color, national origin, religion, creed, sex, disability, sexual orientation, **gender identity**, age (for employment), genetic information (for employment), socioeconomic status (for programs) or marital status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact Mr. Steven Green, 2011 N. 8th St., Red Oak, IA 51566, 712-623-6610, greens@redoakschools.org.

102.E2 – Continuous Notice of Nondiscrimination

It is the policy of the Red Oak Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, **gender identity** and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact Mr. Steven Green, 2011 N. 8th St., Red Oak, IA 51566, 712-623-6610, greens@redoakschools.org.

102.E5- Witness Disclosure Form

Name of Witness: _____

Date of Interview: _____

Date of Initial Complaint: _____

Nature of discrimination, harassment, or bullying alleged (check all that apply):					
<input type="checkbox"/>	Age	<input type="checkbox"/>	Physical Attribute	<input type="checkbox"/>	Sex
<input type="checkbox"/>	Disability	<input type="checkbox"/>	Physical/Mental Ability	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Familial Status	<input type="checkbox"/>	Political Belief	<input type="checkbox"/>	Socio-economic Background
<input type="checkbox"/>	Gender Identity	<input type="checkbox"/>	Political Party Preference	<input type="checkbox"/>	Other-Please Specify
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Race/Color	<input type="checkbox"/>	
<input type="checkbox"/>	National Origin/Ethnic Background/Ancestry	<input type="checkbox"/>	Religion/Creed	<input type="checkbox"/>	

Description of Incident Witnessed:

Additional Information:

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature _____ Date _____

Approved March 8, 2021

Reviewed ~~June 26, 2024~~

April 16, 2025

Revised March 8, 2021

503.5 - Anti-Bullying/Harassment Policy

Harassment and bullying of students are against federal, state and local policy, and are not tolerated by the board. The board is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. To that end, the board has in place policies, procedures, and practices that are designed to reduce and eliminate bullying and harassment as well as processes and procedures to deal with incidents of bullying and harassment. Bullying and harassment of students by other students, school employees, and volunteers who have direct contact with students will not be tolerated in the school or school district.

The board prohibits harassment, bullying, hazing, or any other victimization, of students, based on any of the following actual or perceived traits or characteristics, including but not limited to, age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, ~~gender identity~~, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.

This policy is in effect while students are on property within the jurisdiction of the board; while on school-owned or school-operated vehicles; while attending or engaged in school-sponsored activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the school or school district.

If, after an investigation, a student is found to be in violation of this policy, the student shall be disciplined by appropriate measures up to, and including, suspension and expulsion. If after an investigation, a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures up to, and including, termination. If after an investigation a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures up to, and including, exclusion from school grounds. "Volunteer" means an individual who has regular, significant contact with students.

When looking at the totality of the circumstances, harassment and bullying mean any electronic, written, verbal, or physical act or conduct toward a student which is based on any actual or perceived protected trait or characteristic of the student and which creates an objectively hostile school environment that meets one or more of the following conditions:

- Places the student in reasonable fear of harm to the student's person or property;
- Has a substantially detrimental effect on the student's physical or mental health;
- Has the effect of substantially interfering with the student's academic performance;
- or
- Has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

“Electronic” means any communication involving the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. “Electronic” includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, electronic text messaging or similar technologies.

Harassment and bullying may include, but are not limited to, the following behaviors and circumstances which create an objectively hostile school environment:

- Verbal, nonverbal, physical or written harassment, bullying, hazing, or other victimization that have the purpose or effect of causing substantial injury, discomfort, fear, or suffering to the victim;
- Repeated remarks of a demeaning nature that have the purpose or effect of causing substantial injury, discomfort, fear, or suffering to the victim;
- Implied or explicit threats concerning one's grades, achievements, property, etc. that have the purpose or effect of causing substantial injury, discomfort, fear, or suffering to the victim;
- Demeaning jokes, stories, or activities directed at the student that have the purpose or effect of causing substantial injury, discomfort, fear, or suffering to the victim; and/or
- Unreasonable interference with a student's performance or creation of an objectively intimidating, offensive, or hostile learning environment.

Sexual harassment of a student by an employee means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is made either implicitly or explicitly a term or condition of the student's education or benefits;
- Submission to or rejection of the conduct by a school employee is used as the basis for academic decisions affecting that student; or
- The conduct has the purpose or effect of substantially interfering with the student's academic performance by creating an intimidating, hostile, or offensive education environment.

In situations between students and school officials, faculty, staff, or volunteers who have direct contact with students, bullying and harassment may also include the following behaviors:

- Requiring that a student submit to bullying or harassment by another student, either explicitly or implicitly, as a term or condition of the targeted student's education or participation in school programs or activities; and/or
- Requiring submission to or rejection of such conduct as a basis for decisions affecting the student.

Any person who promptly, reasonably, and in good faith reports an incident of bullying or harassment under this policy to a school official, shall be immune from civil or criminal liability relating to such report and to the person's participation in any administrative, judicial, or other proceeding relating to the report. Individuals who knowingly file a false complaint may be subject to appropriate disciplinary action.

Retaliation against any person, because the person has filed a bullying or harassment complaint or assisted or participated in a harassment investigation or proceeding, is also prohibited. Individuals who knowingly file false harassment complaints and any person who gives false statements in an investigation shall be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this policy. Any student found to have retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have retaliated in violation of this policy shall be subject to measures up to, and including, exclusion from school grounds.

The school or school district will promptly and reasonably investigate allegations of bullying or harassment. The building counselor, or designee will be responsible for handling all complaints by students alleging bullying or harassment. The board secretary or designee will be responsible for handling all complaints by employees alleging bullying or harassment.

It also is the responsibility of the superintendent, in conjunction with the investigator and principals, to develop procedures regarding this policy. The superintendent also is responsible for organizing training programs for students, school officials, faculty, staff, and volunteers who have direct contact with students. The training will include how to recognize harassment and what to do in case a student is harassed. It will also include proven effective harassment prevention strategies.

The superintendent will also develop a process for evaluating the effectiveness of the policy in reducing bullying and harassment. The superintendent shall report to the board on the progress of reducing bullying and harassment.

The board will annually publish this policy. The policy may be publicized by the following means:

- Inclusion in the student handbook,
- Inclusion in the employee handbook
- Inclusion in the registration materials
- Inclusion on the school or school district's web site,
- Publication in the district newspaper, and
- A copy shall be made to any person at the Red Oak Community School District Central Office, 604 S Broadway, Red Oak, IA 51566.

Approved August 27, 2018

Reviewed ~~September 12, 2022~~ April 16, 2025

Revised August 27, 2018

503.5E3-Disposition of Complaint Form

Date: _____

Date of initial complaint: _____

Name of Complainant (include whether the Complainant is a student or employee):

Date and place of alleged incident(s):

Name of Respondent (include whether the Respondent is a student or employee):

Nature of discrimination, harassment, or bullying alleged (check all that apply):

<input type="checkbox"/>	Age	<input type="checkbox"/>	Physical Attribute	<input type="checkbox"/>	Sex
<input type="checkbox"/>	Disability	<input type="checkbox"/>	Physical/Mental Ability	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Familial Status	<input type="checkbox"/>	Political Belief	<input type="checkbox"/>	Socio-economic Background
<input type="checkbox"/>	Gender Identity	<input type="checkbox"/>	Political Party Preference	<input type="checkbox"/>	Other-Please Specify
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Race/Color	<input type="checkbox"/>	
<input type="checkbox"/>	National Origin/Ethnic Background/Ancestry	<input type="checkbox"/>	Religion/Creed	<input type="checkbox"/>	

Summary of Investigation:

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

400.2 - Equal Employment Opportunity

The Red Oak Community School District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities, and persons with disabilities are underrepresented.

Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees will be given notice of this policy annually.

The board will appoint an affirmative action coordinator. The affirmative action coordinator will have the responsibility for drafting the affirmative action plan. The affirmative action plan will be reviewed by the board at least every two years. Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Iowa Department of Education for the position for which they apply. In employing individuals, the board will consider the qualifications, credentials, and records of the applicants without regard to the applicants' age, race, creed, color, sex, sexual orientation, ~~gender identity~~, national origin, religion, disability, or genetic information. In keeping with the law, the board will consider the veteran status of applicants.

Prior to a final offer of employment for any position, the school district will perform any background check required by law. The district may determine on a case-by-case basis that, based on the duties, some positions within the district will require more thorough background checks. Based upon the results of the background checks, the school district will determine whether an offer will be extended and may withdraw a previously extended offer.

Advertisements and notices for vacancies within the district will contain the following statement: “The Red Oak Community School District is an equal employment opportunity/affirmative action employer.” The statement will also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed to the Iowa Civil Rights Commission, 400 E. 14th Street, Des Moines, Iowa 50309-1004, (515) 281-4121 or 1-800-457-4416, <http://www.state.ia.us/government/crc/index.html> or to the Director of the Equal Employment Opportunity Commissions, Milwaukee Area Office, Reuss Federal Plaza, 310 West Wisconsin Ave., Suite 800, Milwaukee, WI., 53203-2292, (800) 669-4000 or TTY (800) 669-6820. <http://www.eeoc.gov/field/milwaukee/index.cfm>. Such inquiry or complaint to the state or federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the school district’s central administrative office and the administrative office in each attendance center.

Approved: July 25, 2018

Reviewed: February 14, 2022

Revised: March 14, 2022

600 - Goals and objectives of the Education Program

This series of the board policy manual is devoted to the goals and objectives for the delivery of the education program. The board’s objective in the design, contents and the delivery of the education program is to provide an equal opportunity for students to pursue an education free of discrimination on the basis of sex, race, color, national origin, religion, creed, age (except for permitting/prohibiting students to engage in certain activities), marital/parental status, sexual orientation, **gender identity**, genetic information, disability or socioeconomic status.

In providing the education program of the school district, the board will strive to meet its overall goal of providing the students an opportunity to develop a healthy social,

intellectual, emotional, and physical self-concept in a learning environment that provides guidance and encourages critical thinking in students.

In striving to meet this overall goal, the objectives of the education program are to provide students with an opportunity to:

- Acquire basic skills in obtaining information, solving problems, thinking critically and communicating effectively;
- Become effective and responsible contributors to the decision-making processes of the social and political institutions of the community, state and nation;
- Acquire entry-level job skills and knowledge necessary for further education;
- Acquire the capacities for satisfying and responsible roles as family members;
- Acquire knowledge, habits and attitudes that promote personal and public health, both physical and mental;
- Acquire an understanding of ethical principles and values and the ability to apply them to their own lives;
- Develop an understanding of their own worth, abilities, potential and limitations; and,
- Learn and enjoy the process of learning and acquire the skills necessary for a lifetime of continuous learning and adaptation to change.

An advisory committee of representatives of the school district community and the school district is appointed to make recommendations for the goals and objectives of the education program. Annually, the board will report to the committee regarding progress toward achievement of the goals and objectives of the education program.

Approved October 8, 2018

Reviewed ~~December 19, 2022~~ April 16, 2025

Revised January 25, 2023

603.4 - Multicultural and Gender Fair Education

The education program of the Red Oak Community School District revolves around a philosophy of equal educational opportunities and non-discrimination in educational programs and activities. The educational objectives outlined in the board's policies are the means whereby the school district will achieve its philosophy. Students will have an equal opportunity for a quality education without discrimination, regardless of their sex, race, color, national origin, religion, creed, age (except for permitting/prohibiting students to engage in certain activities), marital/parental status, sexual orientation, ~~gender identity~~, genetic information, disability or socioeconomic status.

The education program is free of discrimination and provides equal opportunity for the students. The education program will foster knowledge of and respect and appreciation for the historical and contemporary contributions of diverse cultural groups, as well as men and women, to society. Special emphasis is placed on Asian Americans, African Americans, Hispanic Americans, American Indians, European Americans, and persons with disabilities. It will also reflect the wide variety of roles open to both men and women and provide equal opportunity to both sexes.

Approved June 24, 2013

Reviewed ~~December 19, 2022~~ April 16, 2025

Revised October 8, 2018

605.1 - Instructional Materials Selection

The board has sole discretion to approve instructional materials for the school district. This authority is delegated to licensed employees to determine which instructional materials, other than textbooks, will be utilized by and purchased by the school district. The licensed employees shall work closely together to ensure vertical and horizontal articulation of materials and textbooks in the education program. The Superintendent or designee will provide licensed employees necessary training to ensure selected instructional materials comply with applicable laws. All instructional materials are available for review upon request and subject to all applicable laws.

In reviewing current instructional materials for continued use and in selecting additional instructional materials, licensed employees will consider the current and future needs of the school district as well as the changes and the trends in education and society. Additionally, licensed employees are to select instructional materials that are free from discrimination, regardless of sex, race and color, national origin, religion and creed, age, marital/parental status, sexual orientation, ~~gender identity~~, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, or socioeconomic status or familial status. It is the responsibility of the superintendent to report to the board the action taken by licensed employees.

In the case of textbooks, the board will make the final decision after receiving a recommendation from the superintendent. The criteria stated above for selection of other instructional materials will apply to the selection of textbooks. The superintendent may develop another means for the selection of textbooks. Textbooks are reviewed as needed and at least every seven (7) years.

Education materials given to the school district must meet the criteria established above. The gift must be received in compliance with board policy.

Approved October 8, 2018

Reviewed ~~February 15, 2023~~ April 16, 2025

Revised March 15, 2023

Inman Schools - CPQ-936039

Planned Service Agreement



Johnson Controls Fire Protection LP
4829 South 115th Street
Omaha NE68137
USA

Proposal Presented On:
05-09-2025



SERVICE SOLUTION

Customer #: 1991704
Red Oak Comm School District
Date: 9-May-25
Proposal #: CPQ-936039
Term: 1-Jun-25 to 31-May-28
External Contract #:
Subscription ERP #:

Billing Customer:
Red Oak Community Schools
2011 North 8th Street
Admin Center-tech Building
RED OAK, IA 51566-1372

Service Location:
Inman Primary School
900 Inman Dr,
Red Oak, IA 51566-1371

Johnson Controls Fire Protection LP
Sales Representative:
James Badura
4829 South 115th Street
Omaha NE 68137
james.dean.badura@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Inman Primary School			\$3,573.78
SYSTEM-FA-SMPLX 4004/4005			
SIMPLEX 4004/4005 SYSTEM	Est. First Inspection: September		

FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$3,573.78

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm
Inman Primary School	900 Inman Dr,	Red Oak	IA	51566-1371	\$3,573.78

FIRE ALARM ESSENTIAL SERVICE OFFER

SYSTEM-FA-SMPLX 4004/4005

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Customer Portal (Basic)

SYSTEM-FA-SMPLX 4004/4005

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Red Oak Comm School District** and is effective **1-Jun-25** (the "Effective Date") to **31-May-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

PAYMENT FREQUENCY: Annual In Advance

Signature : _____

Date : _____

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$3,573.78 - **Proposal #:** CPQ-936039

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	06/01/2025 - 05/31/2026	\$3,573.78
2	06/01/2026 - 05/31/2027	\$3,573.78
3	06/01/2027 - 05/31/2028	\$3,573.78

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



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Multi Year Contract Rider
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email () , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.	
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.	
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:	
PO is required to facilitate billing:	<input type="checkbox"/> NO: This signed contract satisfies requirement
	<input type="checkbox"/> YES: Please reference this PO Number: _____

Red Oak Comm School District	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

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TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a ("Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term."

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,

expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate

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is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's**

property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or

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other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour

window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,

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death, and/or property damage and continue such measures until the Covered System(s) are operational; and

- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI'S employees or subcontractors. JCI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by

Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

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- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- “permit confined space,” as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions.” Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the “Discharge Services”) of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and triage that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer’s Covered Equipment for Customer’s sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart

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device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification,

and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT**

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LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company**

and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises

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and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission

service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR

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OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH

STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by

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Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

Digital Enabled Services; Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all

loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/general govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited

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license or use right), (each a “Software Subscription”): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the “Subscription Start Date”) and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a “Renewal Subscription Term”), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any

charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A “Force Majeure Event” is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed

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as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For

termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,

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unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Forum Choice of Law.

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based

on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

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36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a

violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

401.11 Employee Use of Cell Phones

The use of cell phones and other communication devices may be appropriate to provide for the effective and efficient operation of the school district and to help ensure safety and security of people and property while on school district property or engaged in school sponsored activities.

Employees may possess and use cell phones during the school day as outlined in this policy and as provided in the administrative regulation.

Employees are prohibited from using cell phones or personal electronic devices during instructional time and other duty times, including student supervision periods, staff development, and parent-teacher conferences, except in the case of an emergency or prior administrative approval for educational purposes. Employees may use cell phones or personal electronic devices during non-instructional times such as planning periods, lunch, or breaks, provided it does not disrupt the school environment.

Cell phones are not to be used for conversations involving confidential student or employee information.

Employees are prohibited from using cell phone or personal electronic devices while driving district vehicles or transporting students, except in the case of an emergency and any such use must comply with applicable state and federal law and district policies and regulations.

School bus drivers are prohibited from using any communication device while operating the bus except in the case of an emergency, or to call for assistance, after the vehicle has been stopped. Any such use must comply with applicable state and federal law and district policies and regulations.

Employees violating the policy will be subject to discipline, up to and including, discharge. It is the responsibility of the superintendent to develop administrative regulations regarding this policy.

Approved:

Reviewed:

Revised:

401.11R1 Employee Use of Cell Phones Regulation

Cell phone Usage

1. Cell phones shall be used in a manner that does not disrupt instruction and should not be used during school-sponsored programs, meetings, in-services, or other events where there exists a reasonable expectation of quiet attentiveness unless there is a reason of personal health or safety involved.
2. Cell phones should not be used to transmit confidential student or personal information either verbally or written.
3. Employees are prohibited from using a cell phone while driving as part of their work duties, unless in the case of an emergency, unless the vehicle has come to a complete stop and the gear is in park.

CONTRACT FOR TRANSFER OF STATE FUNDING

This Contract for the Transfer of State AEA Special Education Funding ("Contract") is entered into as of the Effective Date by and between the **Red Oak Community School District** ("School District") and the **Green Hills AEA** ("AEA"), collectively referred to as "Parties."

1. Purpose The purpose of this Contract is to establish an automatic process for the transfer of ninety percent (90%) of the state funds allocated to the School District for AEA special education support services under Iowa Code Section 257.10(7) to the AEA in compliance with House File 2612.

2. Effective Date and Term This Contract shall become effective on July 1, 2025, and shall remain in effect until June 30, 2028, or otherwise until modified or terminated by mutual agreement of the Parties or as required by law.

3. Payment Terms

- a. The School District agrees to transfer ninety percent (90%) of the state funds received for AEA special education support services to the AEA.
- b. The transfer of funds shall occur automatically in **ten (10) monthly payments each school calendar year**, consistent with the state aid payment schedule of the Department of Management.
- c. Payments shall be made no later than **five (5) business days** following the receipt of state aid funds by the School District.

4. Method of Payment

- a. The School District shall set up an ACH payment arrangement to ensure timely transfers.
- b. The AEA shall provide the necessary banking information to facilitate the ACH payments.

5. Compliance with Federal and State Requirements

- a. This Contract does not define the specific special education and support services to be provided by the AEA, as such services are governed by federal and state statutory obligations to provide School District students with Free and Appropriate Public Education (FAPE).
- b. The School District and AEA shall comply with all applicable federal and state laws, including IDEA requirements, in the use of the funds allocated under this Contract.

6. Reporting and Recordkeeping

- a. The School District shall maintain accurate records of all payments made under this Contract.
- b. The AEA shall acknowledge and maintain records of receipt of funds and provide any necessary reporting as required by state or federal authorities.

7. Amendments and Modifications Any amendments or modifications to this Contract must be made in writing and signed by both Parties.

8. Governing Law This Contract shall be governed by and construed in accordance with the laws of the State of Iowa.

9. Counterparts This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

Signatures IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

Red Oak Community School District

By: _____

Name: _____

Title: Board President_____

Date: _____

Green Hills AEA

By: _____

Name: _____

Title: _____

Date: _____



SU Insurance Company



Quote: TW29024-17

2025 RENEWAL PROPOSAL

May 12, 2025

RED OAK COMMUNITY SCHOOL DISTRICT
604 SOUTH BROADWAY STREET
RED OAK, IA 51566

Description	SU Annual Total Cost
CURRENT ANNUAL PREMIUM	\$103,576
<i>RENEWAL ADJUSTMENT</i>	<i>(\$11,393)</i>
DELETES: DELETED (375) LAPTOPS (FROM 1,396 TO 1,021)	
EQUIPMENT CHANGES	(\$9,375)
2025-2026 RENEWAL PREMIUM	\$82,808

*THE 2025-2026 RENEWAL PREMIUM WITHOUT LAPTOPS/TABLETS WOULD BE \$66,188.



SU Insurance Company

Equipment Maintenance Insurance

RED OAK CSD

TW29024-17

ENROLLMENT 1,088

Classroom Equipment

QTY

A10	X	Driving Simulators
A20	X	Electrical & Electronic Auto Shop Equipment
A30	X	Electrical & Electronic Fitness Equipment
A40	X	Electrical & Electronic Laboratory Equipment
A50	X	Electrical & Electronic Sewing Equipment
A60	X	Electrical & Electronic Shop Equipment
A70	X	Electrical & Electronic Wood Shop Equipment
A80	X	Electronic Audio Visual Equipment (i.e., DVRs, projection devices, VR Technology)
A802	X	Electronic Whiteboards
A90	X	Electronic Band Equipment
A100	X	Electronic Photo Shop Equipment
A120	X	ICN Equipment
A790	X	Student Response Systems

Communications Equipment

A180	X	Audio / Visual Systems
A390	X	Overhead Paging / Intercom Systems / Clock Systems
A400	X	Radios
A650	X	Telephone System PBX
A660	X	Telephones, VMS PBX
A661	X	Telephone System VOIP

Computer Equipment

A130	X	Controllers
A168	X	Computer Communications (i.e., modems, switches, routers, wireless access points)
A160	X	Desktop Computers
A140	X	File Servers
LPTP	X	Laptops # of
TBLT	X	Tablets # of
A170	X	Printers
A150	X	Scanners

Security Equipment

A230	X	Card Access Systems
A240	X	CCTV Systems
A200	X	Electronics on Interior Gates / Interior/Exterior Doors
A210	X	Electronic Library Security System
A220	X	Fire Alarms
A280	X	Metal Detectors
A260	X	Police Alarms
A840	X	Safes, Chests, Vault Doors

Mail Equipment

A780	X	Inserters, Labelers, Openers, Stackers
A770	X	Mail Machines / Scales (not system)

Facilities Equipment

QTY

A850	X	Auditorium (i.e., stage motors, lighting/audio boards, microphones, speakers)
A730	X	Auto Light Sensors
A880	X	Buildings/Grounds (i.e. lawn mowers, leaf blowers, weed wackers, pole saw, power tools)
A310	X	Clothes Washers and Dryers
A810	X	Concession Stand Equipment & Vending Machines
A320	X	Electrical & Electronic Food Preparation Equipment
A330	X	Electrical & Electronic Housekeeping Equipment
A340	X	Electrical & Electronic Pool Equipment / Whirlpool
	X	Environmental Controls (See Itemized)
	X	Handicap Lifts (See Itemized)
A360	X	Indoor Electronic Sign / Scoreboard
A680	X	Kilns
A860		Manlifts # of (not itemized)
A380	X	Motors for Bleachers, Basketball Hoops
A350	X	Outdoor Electronic Sign / Scoreboard
A760	X	Pitching Machines
		Riding Mowers (See Itemized)
A750	X	Sports Time / Measure / Record System
A890	X	Walk-In Coolers/Freezers (See Itemized)
A740	X	Water Drinking Fountains** **(refrigerant & connected plumbing excluded)

Office Equipment

A410	X	Binders
A420	X	Bursters
A430	X	CAD / CAM Systems
A450	X	Purchase Card Readers
A460	X	Cash Registers
A470	X	Check Signers
A490	X	Coin Sorters / Packagers
A500		Copiers (See Itemized)
A510	X	Currency Counters
A620	X	Dictation Equipment
A830	X	Electrical & Electronic Office Equipment (i.e. calculators, typewriters, staplers, hole punchers)
A530	X	Electrical & Electronic Print / Press Equipment (non-production)
A540	X	Electric Rotary Files
A560	X	Embossers
A570	X	Facsimile Machines
A580	X	Folders
A590	X	ID Card Systems
A600	X	Laminators
A610	X	Microfilmers, Microfilm Reader / Printers
A630	X	Retail Scanners
A640	X	Shredders
A820	X	Time & Attendance Systems
A670	X	Uninterrupted Power Supply / Transient Voltage Protection Systems (up to 40 KVA)

76 TOTAL CATEGORIES



AM Best Ratings

AssuredPartners advises Clients to select insurance companies with an A.M. Best rating of A- or higher and financial size category of VI or higher.

	AM Best Rating	Description	AM Best Opinions
Secure	A++, A+	Superior	Superior ability to meet their ongoing insurance obligations
	A, A-	Excellent	Excellent ability to meet their ongoing insurance obligations
	B++, B+	Good	Good ability to meet their ongoing insurance obligations
Vulnerable	B, B-	Fair	Fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

Financial Size Category (FSC)

Assigned by A.M. Best, the FSC is based on adjusted policyholders' surplus (PHS) and is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. Many insurance buyers only want to consider buying insurance coverage from companies that they believe have sufficient financial capacity to provide the necessary policy limit to insure their risks. Although companies utilize reinsurance to reduce their net retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity.

AM Best FSC	Adjusted PHS (\$ millions)	AM Best FSC	Adjusted PHS (\$ millions)
FSC I	Less than 1	FSC IX	250 to 500
FSC II	1 to 2	FSC X	500 to 750
FSC III	1 to 5	FSC XI	750 to 1,000
FSC IV	5 to 10	FSC XII	1,000 to 1,250
FSC V	10 to 25	FSC XIII	1,250 to 1,500
FSC VI	25 to 50	FSC XIV	1,500 to 2,000
FSC VII	50 to 100	FSC XV	2,000 or greater
FSC VIII	100 to 200		

Compensation Disclosure

AssuredPartners agencies are licensed as insurance producers by the various States where we are transacting insurance, which includes the sale, solicitation, and servicing of insurance business, as well as advising on the relative benefits of certain insurance policies and risk management programs. Our agencies typically receive compensation from insurers in the form of commissions paid as a percentage of the premiums due the applicable insurance companies. Commissions can vary by insurance company, by volume of business placed with that company or the profitability thereof, and other factors. In other cases, and depending on various State laws and the capacity in which our agency is acting, our agencies may receive other forms of compensation from insurers, insurance intermediaries, premium finance companies and other vendors; such as contingents, overrides, profit-sharing, premium finance fees, expense reimbursements, producer subsidies, award trips, meetings and other incentives. We also earn interest on premiums we hold until it is time to pay the applicable insurance companies. Our overriding desire is to provide great customer service, having you, the customer, believe we have earned our compensation. We believe in full disclosure of our compensation. Accordingly, if you have any questions about the compensation we receive from your policies (including policies we propose to you), please just ask your account representative, who will gladly provide you a summary of our compensation arising from your policies (some estimation may be necessary, for example where contingents are involved). We thank you for the opportunity to serve and appreciate your interest.

Red Oak Schools - CPQ-935956

Planned Service Agreement



Johnson Controls Fire Protection LP
4829 South 115th Street
Omaha NE68137
USA

Proposal Presented On:
05-08-2025



SERVICE SOLUTION

Customer #:
Red Oak Comm School District
Date: 8-May-25
Proposal #: CPQ-935956
Term: 1-Jun-25 to 31-May-28
External Contract #:
Subscription ERP #:

Billing Customer:

Service Location:
Red Oak High School
2011 N 8th St,Red Oak School System
Red Oak, IA 51566-1372

Johnson Controls Fire Protection LP
Sales Representative:
James Badura
4829 South 115th Street
Omaha NE 68137
james.dean.badura@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Red Oak Comm School District			\$2,147.37
SYSTEM-FA-EDWARDS PROG			
EDWARDS PROGRAMMABLE FIRE ALARM SYS	Est. First Inspection: September		
FIRE ALARM ESSENTIAL SERVICE OFFER	Total:		\$2,147.37



SERVICE SOLUTION

Customer #: 1991704
Red Oak Comm School District
Date: 8-May-25
Proposal #: CPQ-935956
Term: 1-Jun-25 to 31-May-28
External Contract #: 52589236
Subscription ERP #:

Billing Customer:
Red Oak Community Schools
2011 North 8th Street
Admin Center-tech Building
RED OAK, IA 51566-1372

Service Location:
Washington Elementary
400 W 2nd St,Red Oak Community Schools
Red Oak, IA 51566-2169

Johnson Controls Fire Protection LP
Sales Representative:
James Badura
4829 South 115th Street
Omaha NE 68137
james.dean.badura@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-SIMPLEX 4007ES			
SIMPLEX 4007ES FIRE ALARM PANEL	Est. First Inspection: September		

Red Oak Comm School District \$1,514.84

FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$1,514.84

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



SERVICE SOLUTION

SUMMARY OF SERVICES

FIRE ALARM ESSENTIAL SERVICE OFFER

SYSTEM-FA-EDWARDS PROG

SYSTEM-FA-SIMPLEX 4007ES

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Customer Portal (Basic)

SYSTEM-FA-EDWARDS PROG

SYSTEM-FA-SIMPLEX 4007ES

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Red Oak Comm School District** and is effective **1-Jun-25** (the "Effective Date") to **31-May-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

PAYMENT FREQUENCY: Annual In Advance

Signature : _____

Date : _____

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$3,662.21 - **Proposal #:** CPQ-935956

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	06/01/2025 - 05/31/2026	\$3,662.21
2	06/01/2026 - 05/31/2027	\$4,028.43
3	06/01/2027 - 05/31/2028	\$4,431.27

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Multi Year Contract Rider
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email () , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.	
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.	
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:	
PO is required to facilitate billing:	<input type="checkbox"/> NO: This signed contract satisfies requirement
	<input type="checkbox"/> YES: Please reference this PO Number: _____

Red Oak Comm School District	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

SERVICE SOLUTION

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a ("Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term."

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,

expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate

SERVICE SOLUTION

is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's**

property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or

SERVICE SOLUTION

other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour

window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,

SERVICE SOLUTION

death, and/or property damage and continue such measures until the Covered System(s) are operational; and

- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI'S employees or subcontractors. JCI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by

Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

SERVICE SOLUTION

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- “permit confined space,” as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions.” Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the “Discharge Services”) of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and triage that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer’s Covered Equipment for Customer’s sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart

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device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification,

and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT**

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LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company**

and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises

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and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission

service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR

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OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH

STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by

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Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

Digital Enabled Services; Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all

loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/general govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited

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license or use right), (each a “Software Subscription”): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the “Subscription Start Date”) and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a “Renewal Subscription Term”), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any

charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A “Force Majeure Event” is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed

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as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For

termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,

SERVICE SOLUTION

unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Forum Choice of Law.

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based

on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

SERVICE SOLUTION

36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a

violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Red Oak Schools Monitoring - CPQ-934381

Planned Service Agreement



Johnson Controls Fire Protection LP
4829 South 115th Street
Omaha NE68137
USA

Proposal Presented On:
05-08-2025



SERVICE SOLUTION

Customer #:
Red Oak Comm School District
Date: 8-May-25
Proposal #: CPQ-934381
Term: 1-Jun-25 to 31-May-28

Billing Customer:

Service Location:
Red Oak High School
2011 N 8th St,Red Oak School System
Red Oak, IA 51566-1372

Johnson Controls Fire Protection LP
Sales Representative:
James Badura
4829 South 115th Street
Omaha NE 68137
james.dean.badura@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Red Oak Comm School District			\$402.00
SYSTEM-FA-SMPLX 4004/4005			
SIMPLEX 4004/4005 SYSTEM			
Customer Pricing Type : Local			
Monitoring Account Type: Fire Alarm			
Number of Additional Building Partitions: 0			
Total Initiating Devices: 0			
Primary Communication: Phone lines (POTS)			
Secondary Communication:			
Per Point : No			
ALARM & DETECTION- MONITORING			



SERVICE SOLUTION

Customer #: 1991704
Red Oak Comm School District
Date: 8-May-25
Proposal #: CPQ-934381
Term: 1-Jun-25 to 31-May-28

Billing Customer:
Red Oak Community Schools
2011 North 8th Street
Admin Center-tech Building
RED OAK, IA 51566-1372

Service Location:
Inman Primary School
900 Inman Dr,
Red Oak, IA 51566-1371

Johnson Controls Fire Protection LP
Sales Representative:
James Badura
4829 South 115th Street
Omaha NE 68137
james.dean.badura@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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	Inman Primary School		\$440.00
SYSTEM-FA-SMPLX 4004/4005			
SIMPLEX 4004/4005 SYSTEM			
Customer Pricing Type : Local			
Monitoring Account Type: Fire Alarm			
Number of Additional Building Partitions: 0			
Total Initiating Devices: 0			
Primary Communication: Phone lines (POTS)			
Secondary Communication:			
Per Point : No			
ALARM & DETECTION- MONITORING			



SERVICE SOLUTION

Customer #: 1991704
Red Oak Comm School District
Date: 8-May-25
Proposal #: CPQ-934381
Term: 1-Jun-25 to 31-May-28

Billing Customer:
Red Oak Community Schools
2011 North 8th Street
Admin Center-tech Building
RED OAK, IA 51566-1372

Service Location:
Washington Elementary
400 W 2nd St,Red Oak Community Schools
Red Oak, IA 51566-2169

Johnson Controls Fire Protection LP
Sales Representative:
James Badura
4829 South 115th Street
Omaha NE 68137
james.dean.badura@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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	Red Oak Comm School District		\$402.00
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SYSTEM-FA-SMPLX 4004/4005
SIMPLEX 4004/4005 SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: Phone lines
(POTS)

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



SERVICE SOLUTION

SUMMARY OF SERVICES

ALARM & DETECTION- MONITORING

SYSTEM-FA-SMPLX 4004/4005

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Red Oak Comm School District** and is effective **1-Jun-25** (the "Effective Date") to **31-May-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

PAYMENT FREQUENCY: Annual In Advance

Signature : _____

Date : _____

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$1,244.00 - **Proposal #:** CPQ-934381

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	06/01/2025 - 05/31/2026	\$1,244.00
2	06/01/2026 - 05/31/2027	\$1,355.96
3	06/01/2027 - 05/31/2028	\$1,478.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Multi Year Contract Rider
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email () , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.	
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.	
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:	
PO is required to facilitate billing:	<input type="checkbox"/> NO: This signed contract satisfies requirement
	<input type="checkbox"/> YES: Please reference this PO Number: _____

Red Oak Comm School District	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

SERVICE SOLUTION

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a ("Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term."

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,

expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate

SERVICE SOLUTION

is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's**

property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or

SERVICE SOLUTION

other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour

window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,

SERVICE SOLUTION

death, and/or property damage and continue such measures until the Covered System(s) are operational; and

- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. JCI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by

Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

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- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- “permit confined space,” as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions.” Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the “Discharge Services”) of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and triage that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer’s Covered Equipment for Customer’s sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart

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device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification,

and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT**

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LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company**

and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises

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and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission

service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR

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OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH

STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by

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Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

Digital Enabled Services; Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all

loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/general govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited

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license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any

charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed

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as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For

termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,

SERVICE SOLUTION

unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Forum Choice of Law.

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based

on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

SERVICE SOLUTION

36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a

violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

LEASE

THIS AGREEMENT is made and entered into by and between the Red Oak Community School District, Red Oak, IA 51566, Landlord, and, Montgomery County Child Development Association, Inc. (**MCCDA**), Red Oak, IA 51566, Tenant.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Red Oak, Montgomery County, Iowa: Part of the “Red Oak Early Childhood Center” located at 400 West 2nd Street, Red Oak, Iowa. The Tenant will continue to occupy 9 classrooms and 3 office spaces for the childcare director and support staff. The Tenant will also have the right of use along with other building occupants of certain common areas to include gym, media center, hallways, bathrooms, playground and the Southeast entrance and desk. The term of the lease shall begin on August 1, 2025 or such later date on which the above premises to be leased is ready for occupancy. The term of the lease shall continue until July 31, 2026. Landlord and Tenant shall meet on or about April 1, 2026 to discuss possible renewal of the lease and the potential adjustment of lease terms.
2. **RENT.** Tenant agrees to pay Landlord \$3,000 as monthly rent.
3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term and shall yield possession to Landlord at the termination of this lease.

4. USE. Tenant shall use the premises only for operating a childcare facility and related childcare activities which may include occasional special events during non-regular hours such as an "open house". Tenant shall provide all its own furniture, furnishings and equipment. Tenant may not sublet the Premises without the express consent of the Landlord. Tenant shall comply with all applicable state and federal laws applicable to Tenant's use of the premises and also shall comply with Landlord's Board policies and any rules it may create and communicate regarding use of the Property.
5. CARE AND MAINTENANCE. Tenant accepts the leased premises in its current condition on day one of the Lease. Tenant shall provide its own janitorial/cleaning service to keep the leased classrooms and offices in a clean and presentable condition. Landlord shall provide janitorial/cleaning services for the building's common areas and maintain the structural components of the building, however, Tenant shall pay for repairs and replacements due to any misuse or negligence of Tenant, its agents, employees or invitees. Tenant shall make no structural changes or alterations without the prior written consent of Landlord.
6. UTILITIES AND SERVICES. Tenant's monthly rent shall be deemed to pay for certain utilities costs, i.e. water, sewer, gas and electric, phone and internet associated with its use of the property. Landlord shall not be liable for damages for any stoppage of utilities due to needed repairs or any other reason. If stoppage arises from a need for repair, Landlord shall use reasonable diligence in arranging for repairs and resumption of service. Landlord will provide snow removal for the building and agrees to assign its snow removal crew to first address this building. Tenant will make its own arrangements and pay for any food service related to its use.
7. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition except for ordinary wear and tear or damage without fault or liability of Tenant.

8. • PROPERTY INSURANCE. Tenant is responsible for insuring all its own personal property.
9. LIABILITY INSURANCE. Tenant shall procure and maintain general liability insurance and continue it in force during the Lease term in an amount of not less than \$1 Million per occurrence and \$2 Million in the aggregate which names Landlord as an additional insured and with a waiver of subrogation against Landlord. Tenant shall also obtain and continue in force during the term of this Lease statutory workers' comp insurance coverage on its employees with a waiver of subrogation against Landlord. Any policy with Landlord as an additional insured shall also be endorsed with a non-waiver of governmental immunities endorsement satisfactory to Landlord. Tenant shall submit an insurance certificate to Landlord prior to the beginning of the Lease term documenting such coverages and continue to update its insurance certificate to illustrate required insurance in force throughout the term of this Lease providing Landlord a copy. Tenant shall also promptly notify Landlord of the cancellation of any of its obligatory insurance policies and take prompt action to replace same.
10. DAMAGE. In the event of damage to the premises, so that Tenant is unable to conduct childcare operations on the premises, this lease may be terminated at the option of either party.
11. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated on the first page of this lease.
12. SEVERABILITY. If any provision of this Lease is found to be invalid by any Court or Agency of competent jurisdiction, such provision shall be unenforceable and all remaining provisions of the Lease shall remain valid and enforceable to the fullest extent permitted by law.

13. GOVERNING LAW. This Lease shall be governed by and construed in accordance with Iowa law and the venue for action on any dispute shall be the District Court for Montgomery County Iowa.
14. BREACH OF LEASE. If Tenant breaches any of its Lease responsibilities, Landlord may but need not provide Tenant with Notice and an opportunity to promptly cure the violation within a time certain. Landlord may use any available remedy at law to address a breach of lease responsibilities by Tenant.
15. ID CARDS. Upon request, Landlord will provide Tenant with ID Cards for its personnel. Tenant shall promptly notify Landlord if any ID cards are lost.

Red Oak Community School District, LANDLORD

By: _____

Bret Blackman, Board President

Date: _____

Montgomery County Child Development Association, Inc., TENANT

By: _____

Laura Kloewer, Board President

Date: _____

AGREEMENT FOR SHARING INTERSCHOLASTIC ACTIVITY
Between the Red Oak CSD and Southwest Valley CSD

This Agreement for Sharing Interscholastic Activity ("Agreement") is made by and between the Red Oak Community School District ("Red Oak") and the Southwest Valley Community School District ("Southwest Valley").

WHEREAS, pursuant to Iowa Code Section 280.15, an Iowa school district may share the services of any school personnel and share the use of school equipment and facilities with another Iowa school district; and

WHEREAS, pursuant to Iowa Code Section 280.13A, if a school district does not provide an interscholastic activity for its students, then the district may complete an agreement with another school district to provide for the eligibility of its students in interscholastic activities provided by that other district; and

WHEREAS, the parties each intend to provide Softball for their respective students and are willing to make that activity available to students of the other parties; and

WHEREAS, the parties believe this Agreement will be to their mutual advantage and benefit.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide a means by which the parties may proceed under the provisions of Iowa Code Sections 280.15 and 280.13A to share activity programs for high school Softball under the team name Red Oak Tigers.

Section 2. Administration. Red Oak will employ the coaches for the Activity. Red Oak will hire, train, evaluate, discipline, and dismiss the coaches, and administer payment of wages and benefits due them, in accordance with Red Oak policies and contracts. Red Oak will also make its equipment and facilities available for the Activity, and maintain them in accordance with Red Oak policies.

The parties will work cooperatively with each other, through their respective Superintendents and Athletic Directors, to establish a method for determining the schedule of practices, meets, and other events for the Activity and for administering any other actions as necessary under this Agreement. Notwithstanding the foregoing, each party will be responsible for determining transportation of its respective students for Activity practices. Transportation of students for Activity meets or other events will be the responsibility of the host school (Red Oak). Activity meets or other event transportation will originate and end in the host school district (Red Oak), unless it is convenient to stop in the sending school district (Southwest Valley). Participants are expected to travel to and from Activity meets or other events on the transportation provided by the host school (Red Oak) unless parents/guardians make alternate arrangements prior to the Activity meet or other events.

Section 3. Costs. The sending school district (Southwest Valley) will reimburse the host school district (Red Oak) \$250 per participant. The sending school district (Southwest Valley) is responsible for the cost of meals, lodging and other expenses associated with their students' participation in Activities meets or other events involving out-of-state or overnight travel. To the extent that Red Oak pays costs attributable to Southwest Valley, Southwest Valley will reimburse Red Oak for such payment within thirty (30) days of receipt of invoice from Red Oak.

Any gate receipts or other revenues generated by the Activity shall be retained by Red Oak.

Section 4. Insurance. Each party will carry commercial general liability insurance and automobile liability insurance for protection, respectively, from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person or property due to the actions or omissions of the insured under this Agreement. Such insurance coverage shall be in such limits which are commercially reasonable for school districts in the State of Iowa. Each party will be responsible for maintaining workers' compensation insurance for its respective employees in the amounts statutorily required by the State of Iowa.

All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. The parties expressly agree and state that the maintenance of any policy of liability insurance pursuant to this Agreement does not waive any of the defenses of governmental immunity that may be available to any or all of the parties under Iowa Code Chapter 670, and such insurance policies will be endorsed accordingly.

Section 5. Indemnification. To the extent permitted by law, each party will indemnify and hold harmless the other parties, including their directors, officers, employees, and agents, from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of the negligence or breach of this Agreement by the indemnifying party in connection with this Agreement. The obligations in this section shall survive termination of this Agreement with respect to any injury or damage occurring prior to the date of termination.

Section 6. Term. The term of this Agreement shall be for the 2024-2025 school year, commencing on July 1, 2024, and continuing until June 30, 2025. The parties may agree to terminate or extend the term of this Agreement by mutual agreement set forth in writing.

Section 7. Compliance with Law. The parties agree to comply with all federal, state, and local laws and regulations and board Policies which are applicable to the performance of this Agreement. The parties will cooperate as needed regarding the application of good conduct rules and other student eligibility requirements for the Activity.

Section 8. Status of the Parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, agency, or other like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall either party be liable for the debts or obligations of the other party. The parties expressly agree that, as several school districts in a consortia cooperative agreement for a specific activity, none of them are precluded from having a separate agreement with one or more of the other for a different activity as provided by Iowa Administrative Code 281-36.20(3).

Section 9. Assignment. No party may assign any right or obligation under this Agreement, in whole or in part, without the prior written consent of the other parties. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assignees.

Section 10. No Third-Party Beneficiaries. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by any party to create, imply, or establish a third-party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party will have any right to enforce any benefit created or established under this Agreement.

Section 11. Entire Agreement. This Agreement supersedes all previous agreements, arrangements, and understandings, and constitutes the entire agreement between the parties. No amendments to this Agreement shall be valid unless agreed to in writing by the parties. This Agreement will be governed by Iowa law and, in case any provision contained in this Agreement shall be declared invalid, illegal, or unenforceable, the remaining provisions contained herein shall not in any way be affected or impaired thereby. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly approved and executed this Agreement as of the dates set forth next to their signatures below.

Red Oak Community School District

Board President

Date

Southwest Valley Community School District

Board President

Date



STUDENT ASSURANCE SERVICES, INC.
P.O. BOX 196
STILLWATER, MN 55082-0196

2025-2026 BILLING INVOICE

**Red Oak Community School District
604 South Broadway St.
Red Oak, IA 51566**

CATASTROPHIC INSURANCE

CLASS 1 – 7 th – 9 th Grade	Student Enrollment (101-250)	=	\$ 200.00
CLASS 1 – 10 th – 12 th Grade	Student Enrollment (201-400)	=	\$ 350.00

TOTAL PREMIUM DUE = \$ 550.00
(\$500 Minimum Required)

Invoice is determined by last year's provided enrollment number.

The premium is due prior to the effective date of the policy (August 1st)

THANK YOU

APPLICATION



Application is hereby made for a Catastrophic Student Accident Insurance Plan based on the following statements and representations.

Applicant (Name of School/District):

Red Oak Community School District

Street Address:

604 South Broadway Street

City, State, Zip:

Red Oak, IA 51566

Taxpayer ID# (if applicable):

If the Applicant is a School District, please attach the list of schools to be insured. (ON BACK SIDE IF ADDT'L SPACE IS NEEDED)

It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Term: August 1, 2025 to August 1, 2026

Requested Policy Term, if other than August 1, 2025 to August 1, 2026:

Class(es) of Eligible Persons

The Applicant named above elects to provide coverage to the Class(es) of Eligible Persons checked below. Do not elect Class 3, if Class 2 is elected.

CHECK ALL THAT APPLY

☒ CLASS 1: All student athletes, student managers, student trainers, student coaches, cheerleaders and band members who participate in school sponsored and supervised interscholastic athletic activities.

☐ CLASS 2: All students, from pre-kindergarten through the twelfth grade, while they are attending regularly scheduled classes and taking part in all school-sponsored and supervised activities including off-season athletic training and conditioning, except interscholastic athletics. (Includes Class 3 students, if Class 2 students are covered under the Policy)

☐ CLASS 3: All students who participate in all school-sponsored and supervised extracurricular non-athletic activities and clubs.

- CLASS 1: Rate is based on the *total enrollment* of each High School & Junior High, not just athletes. If you need Class I Sports Coverage for Junior High & 9th Grade, but the 9th Grade is in a different building, add the total number of 9th Grade students to the enrollment of the Junior High and use the corresponding Junior High rate.
• *Please list all grades to be covered (Attach list if you need more space)*

RATE PER BUILDING

Number of Students in each High School

0-200	\$ 250
201-400	\$ 350
401-1,000	\$ 600
1,001-1,400	\$ 1,250
1,401 & up	\$ 1,650

Number of Students in each Junior High

0-100	\$ 150
101-250	\$ 200
251-500	\$ 400
501-750	\$ 650
751 & up	\$ 1,000

Class 1:

High School

Grades

Junior High

Grades

(1) \$ 200

10-12

(1) 350

7-9

(2) \$ _____

(2) _____

Premium Totals: Total \$ 200

Total \$ 350 = \$ 550

Grades Number of Insureds X Rate = Premium

Class 2: X \$1.20 per student = \$ _____

Class 3: X \$0.40 per student = \$ _____

Please list Class 3 activities and clubs to be covered _____

(ADDT'L SPACE OTHER SIDE)

TOTAL PREMIUM

(Subject to minimum premium of \$500)

\$ 550

Please include premium check with this Application, mail and make payable to:

STUDENT ASSURANCE SERVICES, INC.

FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Signature of Authorized Person: _____

Title: Board President

Please Print Name: Bret Blackman

email: blackmanb@redoakschools.org

Signed at: Red Oak Iowa

Telephone: 712 623 6600

Signed by Licensed Resident Agent _____
(Where Required by Law)

Date: _____

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

The signed application declares that:

All information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to Great American Insurance Company's decision to provide this insurance, and that insurance will be provided, at Great American Insurance Company's sole discretion, in reliance upon the truth of such information.

It is hereby understood and agreed that:

1. this insurance is provided by Great American Insurance Company in consideration of payment of the required premium;
2. the insurance under the policy begins on the Policy Effective Date 8/1/25-8/1/26, except as noted on front of this form; and
3. the acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

Please list Class 3 activities and clubs to be covered (ADDT'L) _____

Description of Coverage

Accidental Death & Dismemberment Benefits

<u>Covered Loss</u>	<u>Benefit Amount</u>	<u>Covered Loss</u>	<u>Benefit Amount</u>
Death	\$10,000	One Hand; One Foot; or Sight of One Eye	\$10,000
Both Hands or Both Feet	\$20,000	Speech and Hearing	\$20,000
One Hand or One Foot plus		Speech or Hearing	\$10,000
the loss of Sight of One Eye	\$20,000	Thumb and Index Finger of the same Hand	\$ 5,000
Sight of Both Eyes	\$20,000	Hearing in One Ear	\$ 5,000

Accident Medical Expense Benefits

Scope of Coverage: Full Excess
Benefit Maximum: \$5,000,000
Deductible: \$25,000
Deductible Incurral Period: 2 years from date of the Covered Accident
Maximum Benefit Period: 520 weeks after the date of the Covered Accident

ADDT'L INFORMATION SPACE - _____

Coverage is summarized. Coverage features and product availability may vary by state. Please contact us for additional information, and refer to the actual policy for a full description of applicable terms, conditions, limits and exclusions. Policies are underwritten by Great American Insurance Company. The Great American Insurance Group eagle logo and the word marks Great American ® are registered service marks of Great American Insurance Company. © 2016 Great American Insurance Company. Great American Insurance Group, 301 E. Fourth St., Cincinnati, OH 45202. All rights reserved.

Please send all correspondence and payments to:

Student Assurance Services, Inc.
P.O. Box 196
Stillwater, MN 55082

APPLICATION FOR STUDENT ACCIDENT INSURANCE

Red Oak Community School District
604 South Broadway St.
Red Oak IA 51566

1. What is the first day of authorized sports practice? _____
2. What is the first day of the regular school term? _____ Last Day of School _____
3. Select the PLAN desired below. Complete the Enrollment and Premium sections.
Effective Date: 08/01/2025 Termination Date: 07/31/2026

SCHOOLS THAT PROVIDE COVERAGE ON A GROUP BASIS

- ☐ **Group Athletic Coverage: Plan :** _____
- Senior High Enrollment _____ Grades _____ \$ _____
- Junior High Enrollment _____ Grades _____ \$ _____
- ☐ **Additional Coverage Plan:** _____ \$ _____
- ☐ **Additional Coverage Plan:** _____ \$ _____
- ☐ **All-Pupil Coverages: Plan:** _____
- Total Enrollment of all Grades (PK-12): _____ @ \$ _____ = \$ _____

TOTAL PREMIUM = \$ _____

(All premiums are due prior to the effective date of the policy. If the full premium is not received within 60 days of the effective date, the policy will be cancelled and no coverage will be inforce, unless otherwise agreed)

SCHOOLS THAT OFFER COVERAGE ON A VOLUNTARY BASIS

Directions: Please review each statement below and initial if you agree to the terms required. Student Assurance Services will provide voluntary student accident forms via email after the completed application is received in our office.

- ☒ **1. Voluntary Coverage for Student Athletes (Grades 7-12): Plan:** K - 1513 (Voluntary)
- I agree that my Athletic Department(s) will directly notify all families of student athletes about the voluntary student accident coverage available prior to the start of each sports season (fall, winter, spring). _____ (Initial Here in Agreement)
- ☒ **2. Voluntary Coverage for All Students (Grades PK-12): Plan:** K - 1513 (Voluntary)
- I agree that all schools within my school district will directly notify all families about the voluntary student accident coverage available at the beginning of the school year. _____ (Initial Here in Agreement)

Estimated Total Enrollment within School District (Required) _____

When initial above, it's agreed and understood that: (applies only to voluntary coverages)

- a. The school will offer coverage to all students in the school system.
- b. Football/Sports Coverage is available only if the school installs the Voluntary Student Coverage.
- c. A school official will complete the school's section of each claim form for school related injuries.
- d. If an enrollment form is returned to the school: Premium must be sent to the agent within 30 days of receipt; and a school official must date the premium envelope on the date received.
- e. **Only one student accident insurance plan will be offered by the school.**

WEBSITE ACCESS AGREEMENT

By signing this form you will be given an access code to view the Master Policy, enrolled roster, and claim status information on our website. This code should only be shared with school administration. An email that explains how to access your school's information will be provided after the application is received and reviewed.

Applied for by: Bret Blackman 712-623-6600 blackmanb@redoakschools.org
Print Name of School Official Telephone Number E-Mail Address

Signature of School Official Title Date

Administrator of Policy/Claims: Heidi Harris, 712-623-6600, harrish@redoakschools.org
If different than above Print Name Telephone Number E-Mail Address

Agent: _____
Print Name Telephone Number E-Mail Address

Agent Mailing Address

Administered by
and Mail to:



Student Assurance Services, Inc.
P.O. Box 196
Stillwater, MN 55082

GAA-2201 Rev. 01-23

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

SAS Admin.
Use Only

VMWare renewal

Quote #DS131656 v1

Prepared For:

Red Oak Community School Dist

Kevin Herrick
604 S Broadway Street

RED OAK, Iowa

P:
E: herrickk@redoakschools.org

Contract:

Prepared by:

Riverside Technologies, Inc.

Dave Schaar
724 N 109th Court
Omaha, ne 68154

P: 866.804.4388
E: dschaar@riversidetechologies.com

Date Issued:

04.17.2025

Expires:

05.17.2025

Software		Price	Qty	Ext. Price
VCF-VSP-STD-8	VMWARE VSPHERE STANDARD 8 - 1 year subscription, year 1 of 3	\$50.05	72	\$3,603.60
VCF-VSP-STD-8	VMWARE VSPHERE STANDARD 8 - 1 year subscription, year 2 of 3	\$50.05	72	\$3,603.60
VCF-VSP-STD-8	VMWARE VSPHERE STANDARD 8 - 1 year subscription, year 3 of 3	\$50.05	72	\$3,603.60
<ul style="list-style-type: none"> This is a multi-year contract with annual payments. The contract is non-cancellable once initiated. Each line item of this quote represents a one year subscription of vSphere Standard at the minimum core count according to Broadcom's sales program rules. Minimum core counts may result in a requirement to license more cores than are physically in use. \$3603.60 will be billed annually, starting with the first payment immediately and then on or around March 1st of each 2026 and 2027. In total, this quote will extend support through 4/17/2028. 				
Subtotal:				\$10,810.80

Quote Summary	Amount
Software	\$10,810.80
Total:	\$10,810.80

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

April 2025 Reconciliation Report

RED OAK COMMUNITY SCHOOLS 2024	GENERAL FUND (10)	MANAGEMENT (22)	PHYSICAL PLANT AND EQUIPMENT LEVY (36)	DEBT SERVICE (40)	SAVE TAXES/REV BONDS (33)
Beg. Balance 4-01-2025	\$4,652,510.75	\$459,885.99	\$3,462,974.36	\$1,744,578.23	\$3,697,827.87
Revenue	\$2,272,223.40	\$1,723.63	\$245,023.85	\$686,475.96	\$122,221.79
Expenditure	\$968,190.98	\$-	\$3,150.20	\$0.00	\$81,613.36
Balance 4-30-2025	\$5,956,543.17	\$461,609.62	\$3,704,848.01	\$2,431,054.19	\$3,738,436.30

Balance 4-30-2024	\$5,080,520.67	\$926,287.55	\$3,111,385.58	\$1,534,632.07	\$3,204,520.64
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Checking Account .33%

Checking Account	\$8,465,223.46
Bank Iowa	\$2,650,524.23
ISJIT	\$5,239,714.19
Petty Cash	\$100.00
Outstanding Checks	\$63,070.59
	<u>\$16,292,491.29</u>

ACTIVITY FUND

Beg. Balance 4-01-2025	\$67,640.54
Revenue	\$11,133.79
Expenditure	\$11,323.37
Balance 4-30-2025	<u>\$67,450.96</u>

NUTRITION FUND

	\$824,619.98
	\$54,795.31
	\$41,790.12
	<u>\$837,625.17</u>

Balance 4-30-2024	\$78,306.02	\$735,870.88
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Checking Account .33%

Checking Account	\$67,450.96
Petty Cash Boxes	\$200.00
Outstanding cks	\$899.33
	<u>\$66,751.63</u>

	\$837,625.17
	\$16.20
	<u>\$837,608.97</u>

PHYSICAL PLANT AND EQUIPMENT LEVY

Beginning Balance (July 1)	2021-2022	2022-2023	Beginning Balance (July 1)	2023 - 2024	2024-2025
Add: Revenue Property Taxes Voted PPPEL Voted PPPEL Surtax Utility Replacement Tax Utility Replacement Tax (SAVE) Mobile Home Tax Voted PPPEL Mobile Home Military Credit Military Credit (SAVE) Commercial Industrial tax Commercial Ind. Voted PPPEL Interest Sale of Vacant Lot	\$ 130,392.46 \$ 446,494.67 \$ 174,559.79 \$ 3,566.87 \$ 16,751.07 \$ 45.81 \$ 269.31 \$ 31.27 \$ 0.56 \$ 2,101.92 \$ 3,814.88 \$ 5,991.65 \$ 2,000.00	\$ 174,097.05 \$ 420,024.91 \$ 45,787.95 \$ 3,776.43 \$ 13,371.56 \$ 88.96 \$ 88.06 \$ 27.29 \$ 98.69 \$ 17,061.65	Add: Revenue Property Taxes Voted PPPEL Voted PPPEL Surtax Utility Replacement Tax Utility Replacement Tax (SAVE) Mobile Home Tax Voted PPPEL Mobile Home Military Credit Military Credit (SAVE) Commercial Industrial tax Commercial Ind. Voted PPPEL Interest School Bus Refunds	\$ 599,750.69 \$ 74,345.39 \$ 16,764.93 \$ 145.75 \$ 113.50 \$ 97,000.21 \$ 143,764.80	\$ 625,577.39 \$ 19,812.75 \$ 60,487.46 \$ 16,355.18 \$ 120.87 \$ 6.47 \$ 8,314.30 \$ 161,847.27 \$ 7994.5
Subtotal	\$ 786,020.26	\$ 674,422.55	Subtotal	\$ 931,885.27	\$ 900,516.19
TOTAL AVAILABLE	\$ 3,513,018.50	\$ 3,867,908.16	TOTAL AVAILABLE	\$ 4,141,322.88	\$ 4,070,196.14
LESS: Expenditures Frontline License Renewals US Bank-Chromebook Lease Payment Forecast5 Software Unlimited Heartland Insallators Bus Lease Rent Council Bluffs Sp Ed Rent Council Bluffs Sp Ed Track Resurfacing	\$ 17,052.94 \$ 84,897.28 \$ 14,426.00 \$ 8,195.00 \$ 5,120.00 \$ 61,602.40 \$ 259.08 \$ 2,202.60 \$ 4,000.00	\$ 169,794.56 \$ 41,560.28 \$ 18,715.00 \$ 7,000.00 \$ 34,356.02 \$ 61,602.40 \$ 11,608.00 \$ (84,897.28) \$ 3,015.34 \$ 419.93 \$ 82,000.00 \$ 2,978.20 \$ 3,500.00 \$ 2,968.20 \$ 2,484.44 \$ 2,968.20 \$ 57,186.00 \$ 5,678.50 \$ 2,968.20 \$ 2,272.87 \$ 2,968.20 \$ 178,070.00 \$ 3,100.00 \$ 1,947.40 \$ 2,968.20 \$ 1,435.00 \$ 3,920.00 \$ 2,003.36 \$ 2,958.20 \$ 6,000.00 \$ 7,112.92 \$ 9,042.55 \$ 2,958.20	LESS: Expenditures Chrome Book Lease Frontline/SUI Software Boiler Construction Documents FY23 Expenses Paid in FY24 HS Gym Floor Portable Rental Bus Lease New Bus Lease Advance Correction from FY23 Frontline Software Portable Rental Maintenance Van Gas Piping - IES IES Re-Roofting Project Rent Council Bluffs Sped Architectural Svcs ISFIS Software Portable Rental Portable Rental/Apex Rent SW Iowa Parking Lot Inman Roof Portable Rental Inman Roof Construction Micro Bus Portable Rental/Apex Rent Portable Rental/Apex Rent Portable Rental/Apex Rent Portable Rental/Apex Rent Portable Rental/Apex Rent Gundewalde/ETI Engineering Intecomm IES Door Replacement CAR Adjustments	\$ 84,897.28 \$ 36,310.83 \$ 2,958.20 \$ 1,922.04 \$ 4,655.00 \$ 2,958.20 \$ 137,764.80 \$ 77,184.00 \$ (18,318.56) \$ 12,590.23 \$ 2,958.20 \$ 7,900.00 \$ 1,259.17 \$ 195,505.00 \$ 5,520.92 \$ 100.00 \$ 2,000.00 \$ 4,370.36 \$ 7,134.80 \$ 8,700.00 \$ 23,073.00 \$ 2,958.20 \$ 12,150.00 \$ 105,800.00 \$ 5,347.90 \$ 3,130.10 \$ 3,135.00 \$ 4,161.08 \$ 3,125.78 \$ 151,983.90 \$ 1,223.50 \$ 77,184.00	\$ 80,485.64 \$ 52,471.62 \$ 3,118.76 \$ 5,916.40 \$ 4,465.00 \$ 56,400.52 \$ 63,106.43 \$ 2,958.20 \$ 11,794.25 \$ 2,958.20 \$ 2,000.00 \$ 8,270.00 \$ 2,958.20 \$ 30,683.90 \$ 10,623.90 \$ 3,965.45 \$ 5,633.10 \$ 735.00 \$ 2,958.20 \$ 4,520.00 \$ 4,498.20 \$ 1,676.96 \$ 192.00 \$ 2,958.20
Subtotal	\$ 197,755.30	\$ 652,662.89	Subtotal	\$ 971,642.93	\$ 365,348.13
Cash Balance	\$ 3,315,263.20	\$ 3,215,245.27	Cash Balance	\$ 3,169,679.95	\$ 3,704,848.01

Capital Projects Fund

	2021-2022	2022-2023	2023-2024	2024-2025
Beg Balance (July 1)	\$1,830,921	\$2,264,484	\$2,815,738	\$ 3,299,759
Add: Revenue				
1c Sales Tax	\$1,247,814	\$1,447,127	\$1,341,320	\$ 1,065,862.74
Interest	\$4,218	\$14,279	\$31,323	\$ 171,274.31
Subtotal	\$3,082,954	\$3,725,890	\$4,188,381	\$4,536,896
LESS: Expenditures				
Chromebook Lease	\$10,097	\$73,612	\$73,803	\$ 73,955.67
Record FB/BB Fields Deed	\$22	\$3,500	\$173	\$ 73,955.67
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 73,955.67
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 73,955.67
Revenue Bond Payment	\$73,801	\$73,612	\$2,983	\$ 73,955.67
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 73,955.67
District Signage	\$9,895	\$9,717	\$73,803	\$ 73,955.67
Revenue Bond Payment	\$73,807	\$6,000	\$73,803	\$ 73,955.67
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 73,955.67
Revenue Bond Payment	\$73,807	\$7,596	\$73,803	\$ 14,715.00
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 36,530.00
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 73,955.66
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 7,657.70
Revenue Bond Payment	\$73,807	\$73,612	\$73,803	\$ 73,955.66
Track Incorrectly Coded	-\$3,500	\$73,612	\$73,803	\$ 73,955.66
Subtotal	\$828,387	\$910,152	\$888,796	\$798,459
Fund Balance	\$2,254,567	\$2,815,738	\$3,299,585	\$3,738,436

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AHLERS & COONEY	889254	138.50
10 9010 2310 000 0000 342	Professional Services	138.50
Vendor Name AHLERS & COONEY		138.50

ALL FOR KIDZ, INC.	58520	2,600.00
10 9010 1999 000 0000	Inman All for KIDZ - yo yo's	2,600.00
Vendor Name ALL FOR KIDZ, INC.		2,600.00

ALLENSWORTH HEATING & COOLING	179089-1	2,510.30
10 0109 2620 000 0000 432	Highschool Furnace Repair	2,510.30
ALLENSWORTH HEATING & COOLING	179595-1	404.35
10 0418 2620 000 0000 432	IES A/C Repair	404.35
Vendor Name ALLENSWORTH HEATING & COOLING		2,914.65

AMAZON CAPITAL SERVICES, INC.	16HP-HWQG-NVD6	68.95
10 0445 1000 420 3233 612	Supplies - Shared Vision per Leanne & Ja	68.95
AMAZON CAPITAL SERVICES, INC.	16VT-H6LJ-3RFF	14.48
10 0418 1000 100 8001 612	REDO - PTO for A Nelson	14.48
AMAZON CAPITAL SERVICES, INC.	1fpw-lrln-fqmf	25.90
10 0109 1000 100 0000 612	CPR Shields for Seniors	25.90
AMAZON CAPITAL SERVICES, INC.	1HDK-WVXK-77KY	152.01
10 0109 2620 000 0000 618	rroof pipe supports	152.01
AMAZON CAPITAL SERVICES, INC.	1J7W-FDLQ-VJPR	36.58
10 0109 2620 000 0000 618	gas line supports	36.58
AMAZON CAPITAL SERVICES, INC.	1K1K-7TD3-CRDH	142.70
10 0109 1000 100 8101 320	Diploma Frames; BIC Pens; SKYDUE Expandi	142.70
AMAZON CAPITAL SERVICES, INC.	1QJ6-P4YQ-K3Y4	113.71
10 0418 1000 100 8001 612	PTO - Supplies	23.99
10 0418 1000 100 8001 612	PTO - Bubbles, Book Marks	89.72
AMAZON CAPITAL SERVICES, INC.	1RKT-D37Q-VQ47	122.78
10 0418 2620 000 0000 618	pipe fittings	122.78
AMAZON CAPITAL SERVICES, INC.	1TV7-LHWQ-6TPW	131.95
10 0418 2620 000 0000 618	water flex lines	131.95
AMAZON CAPITAL SERVICES, INC.	1W6Q-Y7DH-33H4	12.95
10 9010 2700 217 3303 673	Silicone Seat Belt Secure Buckle	12.95
AMAZON CAPITAL SERVICES, INC.	WQC-93IV-YRXL/1VQ7-Y	280.26
10 0418 1000 100 8001 612	1VQ7-YPWX-NTMX - Classroom Supplies	241.27
10 0418 1000 100 0000 359	1wqc-93IV-YRXL - Staples	38.99
Vendor Name AMAZON CAPITAL SERVICES, INC.		1,102.27

BATTEN SANITATION SERVICE	TrashAPR2025	6,215.00
10 9010 2630 000 0000 421	Admin/BBF/BBF Trash Services	275.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0109 2630 000 0000 421	JRSR High School Trash Services	1,980.00
10 0418 2630 000 0000 421	IES Trash Services	1,980.00
10 0445 2630 000 0000 421	ROECC Trash Services	1,980.00
Vendor Name BATTEN SANITATION SERVICE		6,215.00
BSN SPORTS	929481508/92 9683869	380.92
10 9010 2236 000 0000 536	Soccer Jersey & Shorts	380.92
Vendor Name BSN SPORTS		380.92
CAPITAL SANITARY SUPPLY CO.	0085907	1,576.70
10 9010 2620 000 0000 618	Paper Towels, Toilette Paper, and Soap	1,576.70
CAPITAL SANITARY SUPPLY CO.	o086519	133.08
10 9010 2620 000 0000 618	District Supplies - Trash Bags	133.08
Vendor Name CAPITAL SANITARY SUPPLY CO.		1,709.78
CASEY'S BUSINESS MASTERCARD	20250512	32.20
10 9010 2700 000 0000 626	Activities Fuel - April 2025	32.20
Vendor Name CASEY'S BUSINESS MASTERCARD		32.20
CDW GOVERNMENT, INC.	AD9UG7F	2,510.77
10 0109 1000 100 8101 734	Dell Precision 3680 tower and Dell 27 mo	2,510.77
Vendor Name CDW GOVERNMENT, INC.		2,510.77
CHANEY ELECTRONICS, INC.	92431A	180.07
10 0109 1300 370 0000 612	Electronic Kits for Electricity Class	180.07
Vendor Name CHANEY ELECTRONICS, INC.		180.07
CHEMSEARCH	9131144	1,721.84
10 0418 2620 000 0000 432	Band Clamp/Bag Filters	1,680.00
10 0418 2620 000 0000 432	Feight Charge	41.84
CHEMSEARCH	9140426	510.55
10 0109 2640 000 0000 433	HS Boiler	510.55
CHEMSEARCH	9143985	531.93
10 0418 2640 000 0000 433	IES Boiler	531.93
Vendor Name CHEMSEARCH		2,764.32
CITY OF RED OAK	AprWater2025	1,815.85
10 0109 2620 000 0000 411	HS Water	551.20
10 0418 2620 000 0000 411	IES Water	839.29
10 0445 2620 000 0000 411	ROECC Water	333.46
10 9010 2620 000 0000 411	Admin/BusBarn/BB/FBF	91.90
Vendor Name CITY OF RED OAK		1,815.85
COCA-COLA BTLG OF OMAHA	11745376	267.12
10 0418 3200 000 8901 618	Inman Coca Cola Order	267.12
Vendor Name COCA-COLA BTLG OF OMAHA		267.12
COUNCIL BLUFFS COMM SCHOOLS	20250514	16,486.80

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 1200 217 3303 320	Sped LvL 3	16,486.80
COUNCIL BLUFFS COMM SCHOOLS	20250566	16,588.80
10 9010 1200 217 3303 567	Sped LvL 3 - March	16,588.80
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		33,075.60
CREXENDO BUSINESS SOLUTIONS, INC	249881	1,445.76
10 9010 2510 000 0000 532	Internet Phone	1,445.76
Vendor Name CREXENDO BUSINESS SOLUTIONS, INC		1,445.76
DEPARTMENT OF EDUCATION	TRANS005610	700.00
10 9010 2700 000 0000 434	Bus Inspections	700.00
DEPARTMENT OF EDUCATION	TRANS005621	50.00
10 9010 2700 000 0000 434	Bus Inspection	50.00
Vendor Name DEPARTMENT OF EDUCATION		750.00
DHS CASHIER 1ST FLOOR	10148359	3,352.14
10 9010 4634 219 4634	Medicaid - Dec	3,352.14
DHS CASHIER 1ST FLOOR	10149212	1,518.88
10 9010 4634 219 4634	Medicaid - Jan	1,518.88
DHS CASHIER 1ST FLOOR	10150101	2,981.55
10 9010 4634 219 4634	Medicaid - Mar	2,981.55
Vendor Name DHS CASHIER 1ST FLOOR		7,852.57
DICKEL DUIT OUTDOOR POWER, INC.	20250425	66.35
10 9010 2640 000 0000 618	hustler oil change	66.35
DICKEL DUIT OUTDOOR POWER, INC.	74211	306.41
10 9010 2620 000 0000 618	mower repair	306.41
Vendor Name DICKEL DUIT OUTDOOR POWER, INC.		372.76
FAREWAY FOOD STORES	20250425	167.61
10 0109 1300 340 0000 612	Groceries-FACS	167.61
FAREWAY FOOD STORES	20250425-0001	22.93
10 0109 1300 340 0000 612	Facs-Groceries	22.93
FAREWAY FOOD STORES	20250506	15.65
10 0109 1300 340 0000 612	FACS-Groceries	15.65
FAREWAY FOOD STORES	20250506-0001	25.00
10 0109 1000 100 0000 612	Soil Horizon Lab	25.00
Vendor Name FAREWAY FOOD STORES		231.19
FES	INV003570	405.00
10 9010 2236 000 0000 536	Web Hosting	405.00
Vendor Name FES		405.00
FIRST BANKCARD - HH	20250514	2,645.66
10 0109 1000 100 8101 652	Technology supplies	383.30
10 0109 1000 100 8101 612	Curriculum and Development	1,394.37
10 0109 1000 100 8101 320	Professional Development materials	867.99
FIRST BANKCARD - HH	20250514-0001	9.68
10 0109 2410 000 0000 531	Certified mail	9.68
FIRST BANKCARD - HH	20250514-0002	38.72

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
10 0109 2410 000 0000 531	Certified Mail		38.72
FIRST BANKCARD - HH	20250514-0003	77.44	
10 0418 2410 000 0000 531	Postage - certified letters		77.44
FIRST BANKCARD - HH	20250514-0004	19.36	
10 0109 2410 000 0000 531	certified mail		19.36
FIRST BANKCARD - HH	20250514-0005	34.35	
10 9010 2310 000 0000 340	PK - Fingerprinting		34.35
FIRST BANKCARD - HH	20250514-0006	137.40	
10 9010 2310 000 0000 340	Fingerprinting, 4 PK employees		137.40
FIRST BANKCARD - HH	20250514-0007	320.77	
10 0109 1000 100 8101 652	Light Stand, Camera Tripod, Camera Backp		250.78
10 0109 1000 100 8101 618	Portfolios, Planners		69.99
FIRST BANKCARD - HH	22845047	99.68	
10 0109 2660 000 0000 618	dishwasher repair valve		99.68
Vendor Name FIRST BANKCARD - HH			3,383.06
FIRST BANKCARD - OFFICE CARD 1	20250514	19.36	
10 0109 2410 000 0000 531	Certified mail		19.36
FIRST BANKCARD - OFFICE CARD 1	20250514-0001	29.04	
10 0418 2410 000 0000 531	Inman postage - certified mail		29.04
Vendor Name FIRST BANKCARD - OFFICE CARD 1			48.40
FIRST BANKCARD - OFFICE CARD 2	20250514	96.80	
10 0418 2410 000 0000 531	Postage for Certified letters		96.80
FIRST BANKCARD - OFFICE CARD 2	20250514-0001	9.68	
10 0109 2410 000 0000 531	certified mail		9.68
FIRST BANKCARD - OFFICE CARD 2	20250514-0002	149.99	
10 0418 1200 217 3303 612	iPad for speech device		149.99
Vendor Name FIRST BANKCARD - OFFICE CARD 2			256.47
FIRST BANKCARD - OFFICE CARD 3	20250514	9.68	
10 0109 2410 000 0000 531	certified mail		9.68
FIRST BANKCARD - OFFICE CARD 3	20250514-0001	9.68	
10 0109 2410 000 0000 531	certified mail		9.68
FIRST BANKCARD - OFFICE CARD 3	20250514-0002	58.08	
10 0418 2410 000 0000 531	Inman Postage - certified		58.08
FIRST BANKCARD - OFFICE CARD 3	20250514-0003	9.68	
10 0418 2410 000 0000 531	Postage - certified postage Inman		9.68
Vendor Name FIRST BANKCARD - OFFICE CARD 3			87.12
FIRST BANKCARD - OFFICE CARD 4	20250514	9.68	
10 9010 2321 000 0000 531	Certified Mail Central Office		9.68

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
FIRST BANKCARD - OFFICE CARD 4	20250514-0001	19.36	
10 0109 2410 000 0000 531	certified mail		19.36
Vendor Name FIRST BANKCARD - OFFICE CARD 4			29.04
FIRST BANKCARD BUSINESS MANAGER	20250514	311.36	
10 9010 2310 000 0000 580	Hotel for IASBO Conference - Fairfield I		311.36
FIRST BANKCARD BUSINESS MANAGER	20250514-0001	363.86	
10 9010 2310 000 0000 580	2025 Spring IASBO Conf		311.36
10 9010 2310 000 0000 580	Dinner HH and LF		52.50
FIRST BANKCARD BUSINESS MANAGER	20250514-0002	4.59	
10 9010 1999 000 0000	Card used by mistake		4.59
FIRST BANKCARD BUSINESS MANAGER	20250514-0003	200.00	
10 9010 2310 000 0000 320	IASBO Boot Camp		200.00
Vendor Name FIRST BANKCARD BUSINESS MANAGER			879.81
GRAINGER	9392651361	722.68	
10 0109 2620 000 0000 618	Freeze Protectant		722.68
GRAINGER	9488676819	542.01	
10 0109 2620 000 0000 618	glycol		542.01
Vendor Name GRAINGER			1,264.69
H21 GROUP	24502	300.00	
10 0109 2620 000 0000 618	Basketball Rim		300.00
Vendor Name H21 GROUP			300.00
HEALTHY TURF LANDSCAPING, INC	12444	450.00	
10 9010 2630 000 0000 435	Early Spring Fertilization		450.00
Vendor Name HEALTHY TURF LANDSCAPING, INC			450.00
HY VEE FOOD STORES	20250512	1,003.04	
10 0109 1000 100 8101 618	Refreshments for FORGE community engagem		1,003.04
Vendor Name HY VEE FOOD STORES			1,003.04
JAN-PRO OF OMAHA	18603	7,437.50	
10 9010 2630 000 0000 340	Additional Janitorial - November & Decem		7,437.50
JAN-PRO OF OMAHA	18731	9,555.00	
10 9010 2630 000 0000 340	Additional Janitorial - January		9,555.00
JAN-PRO OF OMAHA	18865	7,350.00	
10 9010 2630 000 0000 340	Additional Janitorial - February		7,350.00
JAN-PRO OF OMAHA	19175	2,425.00	
10 9010 2630 000 0000 340	Portable Janitorial		2,425.00
JAN-PRO OF OMAHA	19286	40,000.00	
10 9010 2630 000 0000 340	Janitorial Services		40,000.00
Vendor Name JAN-PRO OF OMAHA			66,767.50
JOHNSON CONTROLS FIRE PROTECTION LP	Mutiple	9,740.72	
10 0109 2670 000 0000 490	HS 24711690		2,911.94

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0418 2670 000 0000 490	IES - 24711689	4,667.06
10 0445 2670 000 0000 490	ROECC - 24711603	2,161.72
Vendor Name	JOHNSON CONTROLS FIRE PROTECTION LP	9,740.72
JOSTENS	20250502	19.10
10 0109 2410 000 0000 618	DIPLOMA FOR LATE ENROLLMENT STUDENT.	6.15
10 0109 2410 000 0000 618	PACKAGING, HANDLING & DELIVERY	12.95
JOSTENS	20250512	186.30
10 0109 2410 000 0000 618	DOUBLE GOLD CORDS FOR 2025 GRADUATION	48.00
10 0109 2410 000 0000 618	DOUBLE BLACK/ORANGE CORDS FOR 2025 GRADU	96.00
10 0109 2410 000 0000 618	INTERTWINED-SINGLE RED/WHITE/BLUE CORDS	32.00
10 0109 2410 000 0000 618	PACKAGING, HANDLING & DELIVERY	10.30
Vendor Name	JOSTENS	205.40
KAPLAN EARLY LEARNING CO	0007168745	827.77
10 0445 1000 420 3233 612	C4L Classroom Consumables Kits	827.77
Vendor Name	KAPLAN EARLY LEARNING CO	827.77
KCSI FM/KOAK AM	20250506	100.00
10 0109 1000 100 8101 618	Ads for Job Fair	100.00
Vendor Name	KCSI FM/KOAK AM	100.00
KIEWIT LUMINARIUM	20250425	294.25
10 0418 1000 100 8001 612	\$th & 6th grade field trip from teachers	294.25
Vendor Name	KIEWIT LUMINARIUM	294.25
LAKESHORE LEARNING CO.	90662061/906 82041	736.90
10 0445 1000 420 3233 612	Supplies - Shared Vision	736.90
Vendor Name	LAKESHORE LEARNING CO.	736.90
LEADING EDGE LAMINATING	20250425	231.30
10 0445 1000 420 3233 612	Lamination - Shared Vision	231.30
Vendor Name	LEADING EDGE LAMINATING	231.30
LORENZ, RONALD	Mileage05-2025	234.50
10 9010 2321 000 0000 580	Mileage Reimbursement	234.50
Vendor Name	LORENZ, RONALD	234.50
MATHESON TRI-GAS	00031466327	242.38
10 0109 1300 370 0000 612	Replacement Oxygen Cylinders	242.38
10 0109 1300 370 0000 612	Replacement Argon Cylinder	0.00
10 0109 1300 370 0000 612	Fuel Surcharge, Hazardous Material Charg	0.00
Vendor Name	MATHESON TRI-GAS	242.38
MEDIACOM	0648 May	127.57

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
	2025		
10 9010 2236 000 0000 536	Internet		127.57
MEDIACOM	1339 - Mar 2025	90.31	
10 9010 2236 000 0000 536	Internet		90.31
MEDIACOM	1909 Apr 2025	286.90	
10 9010 2236 000 0000 536	Internet		286.90
MEDIACOM	2692 APR 2025	1,550.00	
10 9010 2236 000 0000 536	Internet		1,550.00
Vendor Name MEDIACOM			2,054.78
MIDAMERICAN ENERGY	565505305	291.61	
10 0109 2620 000 0000 622	Field House Electric		291.61
MIDAMERICAN ENERGY	565507818	123.76	
10 9010 2620 000 0000 622	Admin Electric		123.76
MIDAMERICAN ENERGY	565511919	216.00	
10 9010 2620 000 0000 622	FBF Electric		216.00
MIDAMERICAN ENERGY	565512313	4,099.38	
10 0418 2620 000 0000 622	IES Electric		4,099.38
MIDAMERICAN ENERGY	565512572	6,712.45	
10 0109 2620 000 0000 622	HS Electric		6,712.45
MIDAMERICAN ENERGY	565521828	216.00	
10 9010 2620 000 0000 622	Bus Barn Electric		216.00
MIDAMERICAN ENERGY	565528249	344.45	
10 9010 2620 000 0000 622	Sports Complex Electric		344.45
MIDAMERICAN ENERGY	565537945	191.09	
10 0418 2620 000 0000 622	IES Electric		191.09
Vendor Name MIDAMERICAN ENERGY			12,194.74
MONTGOMERY CO. MEMORIAL HOSP.	14200	8,008.00	
10 9010 2134 000 1134 597	Nurse Pay - April		8,008.00
Vendor Name MONTGOMERY CO. MEMORIAL HOSP.			8,008.00
NEBRASKA AIR FILTER, INC.	7643	1,238.27	
10 9010 2620 000 0000 618	air filters		1,238.27
NEBRASKA AIR FILTER, INC.	8375	117.87	
10 0109 2620 000 0000 618	Air Filters		117.87
Vendor Name NEBRASKA AIR FILTER, INC.			1,356.14
NEW COOPERATIVE INC	6842458	140.17	
10 0109 1300 370 0000 612	2x4 8 ft		55.90
10 0109 1300 370 0000 612	4x8 5/8 OSB		84.27
NEW COOPERATIVE INC	6939491	205.42	
10 0109 1300 370 0000 612	4x8 Sheets of Siding		176.97
10 0109 1300 370 0000 612	2x4x8		28.45
NEW COOPERATIVE INC	6948951	65.98	
10 0109 1300 370 0000 612	Screws		65.98
NEW COOPERATIVE INC	SuppliesMay2 025	147.82	
10 0109 2620 000 0000 618	HS Supplies - 6886568		57.54
10 0109 2620 000 0000 618	HS Supplies - 6921018		36.50
10 9010 2620 000 0000 618	District Supplies - 6949120		39.99
10 9010 2620 000 0000 618	District Supplies - 6841929		13.79
Vendor Name NEW COOPERATIVE INC			559.39

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
ONESOURCE THE BACKGROUND CHECK COMPANY	20250506	49.00	
10 9010 2321 000 0000 531	One Source		49.00
Vendor Name	ONESOURCE THE BACKGROUND CHECK COMPANY		49.00
QUADIENT	20250506	1,000.00	
10 9010 2321 000 0000 531	Postage Refill		1,000.00
Vendor Name	QUADIENT		1,000.00
RED OAK DO IT CENTER	108912	20.97	
10 0445 2620 000 0000 618	Air Filters		20.97
Vendor Name	RED OAK DO IT CENTER		20.97
RED OAK PUBLISHING LLC	LegalsApr25	523.58	
10 9010 2572 000 0000 540	April Legsl		523.58
Vendor Name	RED OAK PUBLISHING LLC		523.58
REX'S PLUMBING AND HEATING LLC	10341	450.00	
10 0109 2620 000 0000 432	2' Water Meter Installation		450.00
Vendor Name	REX'S PLUMBING AND HEATING LLC		450.00
RIVERSIDE TECHNOLOGIES, INC	RC0003375	760.00	
10 9010 2235 000 0000 359	Managed Services		760.00
RIVERSIDE TECHNOLOGIES, INC	RC0003424	12.00	
10 9010 2235 000 0000 359	DUE MFA		12.00
Vendor Name	RIVERSIDE TECHNOLOGIES, INC		772.00
SCHOOL BUS SALES	20250519	101.93	
10 9010 2700 000 0000 673	Stop Arm Decals		101.93
SCHOOL BUS SALES	20250519-0001	139.78	
10 9010 2700 000 0000 673	Stop Arm Decals-2		139.78
SCHOOL BUS SALES	20250519-0002	54.43	
10 9010 2700 000 0000 618	Seat Repair Glue		54.43
Vendor Name	SCHOOL BUS SALES		296.14
SCHOOL NURSE SUPPLY, INC	1051274-IN	340.00	
10 9010 2134 000 0000 618	Gloves for Nurse office - Inman		170.00
10 9010 2134 000 0000 618	Glove's for Nurse office - Jr/HS		170.00
Vendor Name	SCHOOL NURSE SUPPLY, INC		340.00
SCHOOL SPECIALTY LATTA DIV.	208135579262	85.78	
10 0418 1000 100 8001 612	PTO - Glue		85.78
SCHOOL SPECIALTY LATTA DIV.	308104690492	2,959.44	
10 0445 1000 420 3233 612	Supplies - for Shared Visions		2,959.44
Vendor Name	SCHOOL SPECIALTY LATTA DIV.		3,045.22
STREETSMARTS LLC	DriversEd04-05-2025	760.00	

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0109 1000 121 0000 320	Drivers Ed X 2	760.00
Vendor Name STREETSMArts LLC		760.00
SYNCQUIP LLC	1225	2,509.27
10 0109 2620 000 0000 432	HVAC Services	2,509.27
SYNCQUIP LLC	1226	7,566.66
10 0109 2620 000 0000 432	cooling tower cleaning	7,566.66
SYNCQUIP LLC	1227	688.97
10 0109 2620 000 0000 432	HVAC service	688.97
Vendor Name SYNCQUIP LLC		10,764.90
TIMBERLINE BILLING SERVICE LLC	31513	126.22
10 9010 2510 217 3303 359	Medicaid Billing	126.22
Vendor Name TIMBERLINE BILLING SERVICE LLC		126.22
US CELLULAR	PhonesMay25	622.36
10 9010 2490 000 0000 532	Maintenance Phones	140.61
10 9010 2490 000 0000 532	Technology Phone	46.87
10 9010 2490 000 0000 530	Bus Barn Phone	46.87
10 9010 2490 000 0000 530	Nurse Phone	46.87
10 9010 2510 000 0000 532	FBF/BBF MiFi	200.53
10 0109 2410 000 0000 532	Principal Phones	140.61
Vendor Name US CELLULAR		622.36
VANN BRANDS CUSTOM DESIGNS, LLC	20250425	2,004.50
10 0109 1000 100 8101 618	Branded t-shirts, stickers, yard signs,	2,004.50
VANN BRANDS CUSTOM DESIGNS, LLC	20250425-0001	750.00
10 0109 1000 100 8101 652	Custom Backdrop with stand	550.00
10 0109 1000 100 8101 320	Agile Scrum posters, resource cards, tea	200.00
VANN BRANDS CUSTOM DESIGNS, LLC	20250512	1,350.00
10 0109 1000 100 8101 618	Marketing and partnership materials - se	1,350.00
Vendor Name VANN BRANDS CUSTOM DESIGNS, LLC		4,104.50
VISUAL EDGE IT dba COUNSEL	24AR2647463	937.49
10 9010 2520 000 0000 618	Admin Copier Clicks	104.48
10 9010 2520 000 0000 618	Seady Serve	12.99
10 0109 1000 100 0000 359	JrSr HS Coper Clicks	270.19
10 0418 1000 100 0000 359	IES Copier Clicks	408.23
10 0445 1000 100 0000 359	ROECC Copier Clicks	141.60
Vendor Name VISUAL EDGE IT dba COUNSEL		937.49
VRBA, BRENDA	20250425	168.00
10 9010 2321 000 0000 618	School Board Meal	168.00
Vendor Name VRBA, BRENDA		168.00
WELLS FARGO LEASING	5034006265	1,215.50
10 0445 1000 100 0000 359	ROECC Copier Lease	221.30
10 0418 1000 100 0000 359	IES Copier Lease	331.50
10 0109 1000 100 0000 359	HS Copier Lease	552.20
10 9010 2520 000 0000 618	Admin Copier Lease	110.50
Vendor Name WELLS FARGO LEASING		1,215.50

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
WESTLAKE ACE HARDWARE	2840557	561.33
10 0418 2620 000 0000 618	IES Supplies	6.99
10 0109 2620 000 0000 618	HS Supplies	152.40
10 9010 2620 000 0000 618	District Supplies	401.94
Vendor Name WESTLAKE ACE HARDWARE		561.33

Fund Number 10		203,776.94
Checking Account ID 1	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
COUNCIL BLUFFS COMM SCHOOLS	20250514	2,574.80
36 9010 2620 000 0000 441	Rent	2,574.80
COUNCIL BLUFFS COMM SCHOOLS	20250566	3,267.90
36 9010 2620 000 0000 441	Rent	3,267.90
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		5,842.70

FIRST BANKCARD - HH	AMRE2498884	375.00
36 9010 2235 000 0000 350	Disposal of technology equipment	375.00
Vendor Name FIRST BANKCARD - HH		375.00

WILLIAMS SCOTSMAN INC	9023573672	2,958.20
36 9010 2620 000 0000 441	IES Portable	2,958.20
Vendor Name WILLIAMS SCOTSMAN INC		2,958.20

Fund Number 36		9,175.90
Checking Account ID 1		212,952.84
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
MYERS, CARRIE	LunchReimbursement	25.70
61 483 000 0000 000	Senior Lunch Reimbursement	25.70
Vendor Name MYERS, CARRIE		25.70

OPAA! FOOD MANAGEMENT INC	IA00063040	3,961.46
61 9010 3110 000 4557 631	FFVP February	3,961.46
OPAA! FOOD MANAGEMENT INC	IA00064325	58,599.01
61 9010 3110 000 0000 570	April Food Expenses	58,599.01
OPAA! FOOD MANAGEMENT INC	IA00064572	4,574.79
61 9010 3110 000 4557 631	FFVP	4,574.79
Vendor Name OPAA! FOOD MANAGEMENT INC		67,135.26

Fund Number 61		67,160.96
Checking Account ID 2		67,160.96
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
ABRAHAM LINCOLN SCHOOL	ALTrack051025	150.00
21 0109 1400 920 6840 810	Boys Track Entry	150.00
Vendor Name ABRAHAM LINCOLN SCHOOL		150.00

ALDRICH, MARTIN	ALDRICH050325	195.00
21 0109 1400 910 6220 618	JH Band Festival Judge	195.00
Vendor Name ALDRICH, MARTIN		195.00

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
ALL-AMERICAN TIMING	1093	100.00	
21 0109 1400 920 6840 810	Live Track Results		100.00
Vendor Name ALL-AMERICAN TIMING			100.00
AMAZON CAPITAL SERVICES, INC.	141D-W6CP-61PX	79.83	
21 0109 1400 920 6835 618	Softball Pitcher's Plate		79.83
AMAZON CAPITAL SERVICES, INC.	1LFF-VWGP-DK3N	27.89	
21 0109 1400 920 6725 618	Soccer Gloves		27.89
Vendor Name AMAZON CAPITAL SERVICES, INC.			107.72
APPLE AWARDS, INC.	77588/77589	820.62	
21 0109 1400 920 6600 618	Senior Plaques and Awards		820.62
APPLE AWARDS, INC.	77849	44.98	
21 0109 1400 920 6600 618	Athletic Awards Plaque		44.98
Vendor Name APPLE AWARDS, INC.			865.60
ATLANTIC HIGH SCHOOL	AtlanticGolf 051025	125.00	
21 0109 1400 920 6660 810	Girls Golf Entry		125.00
ATLANTIC HIGH SCHOOL	AtlanticGolf 051025B	125.00	
21 0109 1400 920 6660 810	Boys Golf Entry		125.00
ATLANTIC HIGH SCHOOL	AtlanticTrac k051025	220.00	
21 0109 1400 920 6840 810	HS Coed Track Entry		220.00
Vendor Name ATLANTIC HIGH SCHOOL			470.00
BSN SPORTS	929174659	52.43	
21 0109 1400 920 6725 618	Boys Soccer Jersey		52.43
BSN SPORTS	929386155	2,173.50	
21 0109 1400 920 6730 618	Baseball Cleats		2,173.50
BSN SPORTS	929481508/929683869	346.19	
21 0109 1400 920 6725 618	Soccer Socks		346.19
BSN SPORTS	929572117	934.50	
21 0109 1400 920 6725 618	5 Girls Soccer Jerseys		934.50
Vendor Name BSN SPORTS			3,506.62
BURDORF, AARON	BURDORF041625c	80.00	
21 9010 1400 920 6725 320	Soccer Official		80.00
BURDORF, AARON	BURDORF042225	145.00	
21 9010 1400 920 6725 320	Soccer Official		145.00
Vendor Name BURDORF, AARON			225.00
CARNES, REGG	CARNES050225	155.00	
21 0109 1400 920 6725 320	JV/V Soccer Official		155.00
Vendor Name CARNES, REGG			155.00
CARROLL HIGH SCHOOL ACTIVITIES	CarrollTrack 051025	125.00	
21 0109 1400 920 6840 810	Boys Track Entry		125.00
Vendor Name CARROLL HIGH SCHOOL ACTIVITIES			125.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
CLARINDA COMMUNITY SCHOOLS	ClarindaTrac k051025	250.00
21 0109 1400 920 6840 810	HS Coed Track	250.00
Vendor Name CLARINDA COMMUNITY SCHOOLS		250.00
COUNTY LINE DESIGN	124358	1,975.60
21 0109 1400 920 6840 618	Track Awards	1,975.60
Vendor Name COUNTY LINE DESIGN		1,975.60
EAST SAC COUNTY ATHLETICS	EastSacSocce r	125.00
21 0109 1400 920 6600 618	JV G Soccer Entry	125.00
Vendor Name EAST SAC COUNTY ATHLETICS		125.00
FAREWAY FOOD STORES	00081248	91.49
21 0109 1400 950 7407 618	FFA Items	91.49
FAREWAY FOOD STORES	00120242	281.96
21 0109 1400 950 7408 618	3rd-4th Lunch Supplies	281.96
Vendor Name FAREWAY FOOD STORES		373.45
FFA ASSOCIATION	MDS350510	257.00
21 0109 1400 950 7407 618	FFA Dues	257.00
Vendor Name FFA ASSOCIATION		257.00
FIRST BANKCARD - OFFICE CARD 4	20250514- 0002	533.12
21 0109 1400 950 7407 618	FFA Hotel	533.12
Vendor Name FIRST BANKCARD - OFFICE CARD 4		533.12
FIRST BANKCARD BUSINESS MANAGER	20250514- 0004	15.00
21 0109 1400 920 6840 810	Drake Relays Fee	15.00
Vendor Name FIRST BANKCARD BUSINESS MANAGER		15.00
FOX, ERIC	FOX050225	80.00
21 0109 1400 920 6725 320	V Soccer Official	80.00
Vendor Name FOX, ERIC		80.00
FRENCH, CONNIE	20250425	337.80
21 0109 1400 950 7413 618	Prom Decorations	337.80
Vendor Name FRENCH, CONNIE		337.80
GLENWOOD COMMUNITY SCHOOLS	GlenwoodTrac k051025	260.00
21 0109 1400 920 6840 810	HS Coed Track Entry	260.00
Vendor Name GLENWOOD COMMUNITY SCHOOLS		260.00
GRISWOLD COMMUNITY SCHOOLS	GriswoldTrac k051025	125.00
21 0109 1400 920 6840 810	Girls Track Entry	125.00
Vendor Name GRISWOLD COMMUNITY SCHOOLS		125.00
GRUDLE, WAYNE	GRUDLE051325	100.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 9010 1400 920 6725 320	V B Soccer Official	100.00
Vendor Name GRUDLE, WAYNE		100.00
HARLAN COMMUNITY SCHOOL DIST.	HarlanTrack051025	125.00
21 0109 1400 920 6840 810	Boys Track Entry	125.00
Vendor Name HARLAN COMMUNITY SCHOOL DIST.		125.00
HOPKINS, JIM	HOPKINS051225	165.00
21 9010 1400 920 6725 320	Soccer Official	165.00
Vendor Name HOPKINS, JIM		165.00
HY VEE FOOD STORES	0108	55.76
21 0109 1400 950 7408 618	FCCLA Supplies	55.76
HY VEE FOOD STORES	20250421	49.22
21 0109 1400 950 7413 618	Prom Flowers	49.22
HY VEE FOOD STORES	20250514	35.57
21 0109 1400 920 6600 618	Regional Tennis Food	35.57
HY VEE FOOD STORES	20250514-0001	31.81
21 9010 1400 920 6650 618	District Tennis Food	31.81
HY VEE FOOD STORES	7747596	19.95
21 0109 1400 920 6600 618	Tennis Host Supplies	19.95
HY VEE FOOD STORES	7750422	24.44
21 0109 1400 920 6600 618	Regional Golf Food	24.44
Vendor Name HY VEE FOOD STORES		216.75
IA HIGH SCHOOL SPEECH ASSOC.	20250502	26.00
21 0109 1400 910 6120 810	All State Individual	26.00
IA HIGH SCHOOL SPEECH ASSOC.	20250502-0001	78.00
21 0109 1400 910 6120 810	State Individual	78.00
IA HIGH SCHOOL SPEECH ASSOC.	20250502-0002	70.00
21 0109 1400 910 6120 810	District Individual	70.00
Vendor Name IA HIGH SCHOOL SPEECH ASSOC.		174.00
JOSTENS	20250421	2,172.00
21 0109 1400 950 7426 618	Yearbook	2,172.00
JOSTENS	N003369176	323.40
21 0109 1400 920 6600 618	Pins	323.40
Vendor Name JOSTENS		2,495.40
KRUSE, DANA	KRUSE051225	165.00
21 9010 1400 920 6725 320	Soccer Official	165.00
Vendor Name KRUSE, DANA		165.00
LENOX COMMUNITY SCHOOLS	LenoxGolf051025	80.00
21 0109 1400 920 6660 810	Boys Golf Entry	80.00
Vendor Name LENOX COMMUNITY SCHOOLS		80.00
LEWIS CENTRAL ACTIVITIES	LCCSDTRACK051025	250.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0109 1400 920 6840 810	9-10 TrackEntry Fee	250.00
LEWIS CENTRAL ACTIVITIES	LewisCCSDTra ck051025	225.00
21 0109 1400 920 6840 810	HS Coed Track Entry	225.00
Vendor Name LEWIS CENTRAL ACTIVITIES		475.00
MALCOM, CAROL	MALCOM050825	165.00
21 9010 1400 920 6725 320	Soccer Official	165.00
Vendor Name MALCOM, CAROL		165.00
MCGRUDER, JASON	MCGRUDER0502 25	155.00
21 0109 1400 920 6725 320	JV/V Soccer Official	155.00
Vendor Name MCGRUDER, JASON		155.00
NEWBERG, JORDAN	NEWBERG04162 5	90.00
21 9010 1400 920 6725 320	Soccer Official	90.00
NEWBERG, JORDAN	NEWBERG04222 5	155.00
21 9010 1400 920 6725 320	Soccer Official	155.00
Vendor Name NEWBERG, JORDAN		245.00
OCEAN GRENADE PRODUCTIONS	ROCSD001	500.00
21 0109 1400 950 7413 618	Prom DJ	500.00
Vendor Name OCEAN GRENADE PRODUCTIONS		500.00
PHILLIPS, MICHAEL	PHILLIPS0516 25	100.00
21 9010 1400 920 6725 320	Soccer Official	100.00
Vendor Name PHILLIPS, MICHAEL		100.00
PRICE, MARCUS	PRICE050325	195.00
21 0109 1400 910 6220 618	JH Band Festival Judge	195.00
Vendor Name PRICE, MARCUS		195.00
RED OAK COUNTRY CLUB	DUES25-71	1,229.10
21 9010 1400 920 6660 618	Golf Balls and Course Fee	1,229.10
Vendor Name RED OAK COUNTRY CLUB		1,229.10
RED OAK HARDWARE HANK	221172/22099 4	1,352.58
21 0109 1400 920 6600 618	Baseballs	1,052.88
21 0109 1400 920 6600 618	Softballs	299.70
Vendor Name RED OAK HARDWARE HANK		1,352.58
REISS, CHARLIE	REISS050825	165.00
21 9010 1400 920 6725 320	Soccer Official	165.00
Vendor Name REISS, CHARLIE		165.00
RENANDER PHOTOS	20250514	35.00
21 0109 1400 910 6120 618	Speech Banner	35.00
Vendor Name RENANDER PHOTOS		35.00

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
SHENANDOAH COMMUNITY SCHOOLS	ShenGolf051025	100.00	
21 0109 1400 920 6660 810	Boys Golf Entry		100.00
SHENANDOAH COMMUNITY SCHOOLS	ShenGolf051225	100.00	
21 0109 1400 920 6660 810	Girls Golf Entry		100.00
SHENANDOAH COMMUNITY SCHOOLS	ShenTrack051025	125.00	
21 0109 1400 920 6840 810	Boys Track Entry		125.00
SHENANDOAH COMMUNITY SCHOOLS	ShenTrack051025B	125.00	
21 0109 1400 920 6840 810	Girls Track Entry		125.00
SHENANDOAH COMMUNITY SCHOOLS	ShenWrestle2025	100.00	
21 0109 1400 920 6790 810	JV Wrestling		100.00
Vendor Name SHENANDOAH COMMUNITY SCHOOLS			550.00
SHOOK MUSIC STUDIO	20250502	853.80	
21 0109 1400 910 6220 348	Piano Tuning		853.80
Vendor Name SHOOK MUSIC STUDIO			853.80
SOUTHWEST VALLEY COMMUNITY SCHOOLS	SWVTrack051025	125.00	
21 0109 1400 920 6840 810	Girls Track Entry		125.00
Vendor Name SOUTHWEST VALLEY COMMUNITY SCHOOLS			125.00
STADIUM 34 INC	1066	2,320.90	
21 0109 1400 950 7413 618	Prom Dinner and Dance		2,320.90
Vendor Name STADIUM 34 INC			2,320.90
TREYNOR COMMUNITY SCHOOL	TreynorTrack051025	125.00	
21 0109 1400 920 6840 810	Girls TrackEntry		125.00
Vendor Name TREYNOR COMMUNITY SCHOOL			125.00
UNDERWOOD COMMUNITY SCHOOLS	UnderwoodFB051225	125.00	
21 0109 1400 920 6720 810	District Football Dues		125.00
UNDERWOOD COMMUNITY SCHOOLS	UnderwoodTrack051025	100.00	
21 0109 1400 920 6840 810	JH Boys Track Entry		100.00
Vendor Name UNDERWOOD COMMUNITY SCHOOLS			225.00
VAN METER COMMUNITY SCHOOL DISTRICT	VanMeter051025	125.00	
21 0109 1400 920 6840 810	HS Boys Track Entry		125.00
Vendor Name VAN METER COMMUNITY SCHOOL DISTRICT			125.00
VANN BRANDS CUSTOM DESIGNS, LLC	21547	3,240.00	
21 0109 1400 920 6600 618	Softball Uniforms		3,240.00
VANN BRANDS CUSTOM DESIGNS, LLC	21642	1,550.00	
21 0109 1400 920 6835 618	Softball Jerseys		1,550.00
Vendor Name VANN BRANDS CUSTOM DESIGNS, LLC			4,790.00
WEINRICH, JON	WEINRICH041625	80.00	

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 9010 1400 920 6725 320	Soccer Official	80.00
WEINRICH, JON	WEINRICH0422 25	145.00
21 9010 1400 920 6725 320	Soccer Official	145.00
Vendor Name WEINRICH, JON		225.00
WILLIAMS, CINDY	WILLIAMS0415 25	300.00
21 0109 1400 920 6840 340	Track Starter Official	300.00
Vendor Name WILLIAMS, CINDY		300.00
WULK, MATTHEW	WULK041025	165.00
21 9010 1400 920 6725 320	JV/V Soccer Official	165.00
WULK, MATTHEW	WULK051625	165.00
21 9010 1400 920 6725 320	Soccer Official	165.00
Vendor Name WULK, MATTHEW		330.00
YOUNG, GARY	YOUNG051425	100.00
21 9010 1400 920 6725 320	Soccer Official	100.00
Vendor Name YOUNG, GARY		100.00
Fund Number 21		28,439.44
Checking Account ID 3		28,439.44