

**GERMANTOWN SCHOOL DISTRICT
NOTICE OF BOARD OF EDUCATION MEETING**

**District Administrative Offices - Board Room
N104 W13840 Donges Bay Road
Germantown, WI 53022**

**August 14, 2017
7:00 p.m.**

AGENDA

- I. Meeting Called to Order and Pledge of Allegiance
 - A. Official Meeting Notification
 - B. Roll Call
- II. Approval of Agenda
- III. Citizen Comments:

Community Members are invited to share their questions, comments, or concerns with the School Board. When speaking, citizens should state their name for the record. The presentation time frame shall be determined by the Board President once an indication of the number of people wishing to speak is made. Wisconsin law authorizes the school board to receive information from members of the public. Where possible, the Board will answer factual questions immediately or may provide a written response if information is not available. If a response would involve discussion of Board Policy or decisions which might be of interest to citizens not present at the meeting, the Board may place the item on a future meeting agenda. **Comments which may be injurious to school district personnel or other individuals will not be allowed.**
- IV. Approval of Minutes
 - A. July 24, 2017 Board Meeting
 - B. July 31, 2017 Board Meeting
- V. Correspondence, Reports, and Information Items
 - A. Construction Update
 - B. Enrollment Report
 - C. 2017-2018 Budget Update
 - D. Gmail Conversion Update
- VI. Transportation Committee
 - A. Discussion and possible action regarding parochial school busing.
 - B. Update on remaining items discussed at August 2, 2017 committee meeting.
- VII. Building Committee
 - A. Discussion and action to approve Trane service agreement.
 - B. Update on remaining items discussed at August 14, 2017 committee meeting.
- VIII. New Business
 - A. Discussion and action to approve teacher contracts.
 - B. Discussion and action to approve occupational therapy services.
 - C. Discussion and action to approve MacArthur property purchases.
 - D. Discussion and action to approve District-wide copier/printer services agreement
- IX. Closed Session: The Board will enter into closed session pursuant to Section 19.85(1)(e) and Section 19.85(1)(g).
 - A. Discussion regarding long-term care litigation.
- X. Adjourn

**GERMANTOWN SCHOOL DISTRICT
GERMANTOWN, WISCONSIN 53022
MINUTES OF THE BOARD OF EDUCATION
July 24, 2017**

1. The meeting of the Board of Education was called to order by Board President Bob Soderberg in the District Office Board Room at 7:19 p.m. District Administrator Jeff Holmes read the official meeting notification. Roll call: Soderberg – yes, Loth – yes, Barney – yes, Spies – yes, Larson – yes. Board members Medved and Borden were absent (excused).
2. Motion by Larson, second by Barney to approve the agenda. Motion carried.
3. Germantown Village Board President Dean Wolter addressed the Board regarding the Park and Rec Department 2017-2018 facility use requests and the Village/School District Intergovernmental Agreement.
4. Motion by Barney, second by Larson to approve the July 10, 2017 Board meeting and closed session meeting minutes. Motion carried.
5. Greg Sabel of CD Smith and Scott Kramer from Plunkett Raysich Architects, distributed hard hats and vests to board members and discussed site visit protocol. Greg Sabel also gave a presentation on the progress of construction at the high school. Jeff Holmes added that the groundbreaking ceremonies will take place on August 30th. State Senator Alberta Darling will be attending and State Representative Dan Knodl and Governor Walker have also been invited to the ceremonies.
6. Director of Technology Marc Gabrysiak provided information to the Board regarding the current Chromebook allocation in the district and will continue to provide additional information at future meetings regarding eventually providing Chromebooks for every student if the board chooses to do so.
7. Dr. Rick Grothaus provided an update to the board on his work over the past year as Director of Educational Systems and plans for the upcoming year regarding the District Initiative and Action Plan.
8. Recommendation from Personnel Committee to approve the increase in co-curricular pay according to Option C (increase rates up to nearest dollar) for high school and middle school coaches and advisors beginning with the 2017-2018 school year. Motion carried.
9. Recommendation from Personnel Committee to approve fall co-curricular contracts. Motion carried.
10. Director of Human Resources Mike Nowak and Personnel Committee Chair Sarah Larson updated the board on discussion that took place in Personnel Committee regarding employee handbooks. Mike Nowak indicated that the administration will work on the suggested revisions to bring back to the committee for continued review before forwarding to the Board for approval.
11. Recommendation from Finance Committee to approve awarding a five-year lease to Selig Leasing Company, Inc. for a 2017 Chevy 4500 box truck in an amount not to exceed \$657.61 per month to be funded out of the appropriate accounts in the Fund 50 Food Service fund. Motion carried.
12. Recommendation from Finance Committee to approve the purchase of Discovery Education Techbooks for six years in an amount not to exceed \$28,896 with an opt-out clause after two years, to be funded out of the appropriate Teaching and Learning accounts in General Fund 10. Motion carried.

13. Recommendation from Finance Committee to purchase the Running Records assessment system in an amount not to exceed \$18,480 to be funded out of the appropriate Teaching and Learning accounts in General Fund 10. Motion carried.
14. Recommendation from Finance Committee to award asphalt work for 2017 to J.R. Boehlke in an amount not to exceed \$33,891.05 to be funded out of the appropriate Buildings and Grounds accounts in General Fund 10. Motion carried.
15. Finance Committee Chair Michael Loth informed the Board that the committee tabled action on awarding a district copy machine contract pending further analysis of bids and will bring back to the Board on August 14th. Michael Loth also updated the Board on remaining items discussed in Finance Committee including the referendum impact on 2017 property taxes.
16. Motion by Larson, second by Spies to approve the overnight travel request for Pom and Dance Team students and advisor to travel to Orlando, FL February 15-19, 2018 to perform at Disney World with all trip costs paid by participants. Motion carried.
17. Motion by Larson, second by Barney to approve the conversion to Gmail as the school district email platform. Motion carried.
18. Motion by Spies, second by Barney to approve the 1.0 FTE regular contract for Torrey Lauer at \$50,475 and the 1.0 FTE regular contract for Kathryn McConnel at \$51,224. Motion carried.
19. Motion by Larson, second by Spies to approve and implement revisions to Board Policies 8500 – Food Services, 8510 – Wellness, and 6152 – Student Fees, Fines, and Lunch Prices. Motion carried.
20. Motion by Spies, second by Barney to approve the Germantown Park and Recreation Department 2017-2018 Fall/Winter/Spring facility use requests. Motion carried.
21. Motion by Larson, second by Spies to approve the WI Test Prep LLC facility use request for use of the high school A Wing on Wednesdays and Saturdays throughout the 2017-2018 school year. Motion carried.
22. Motion by Barney, second by Spies to approve 18 supplemental teacher contracts for the 2017-2018 school year. Motion carried.
23. Motion by Larson, second by Spies to approve Germantown School District's Academic and Career Plan (ACP) for 2017-2018 as required by WI Administrative Code PI 26.03. Motion carried.
24. Motion by Spies, second by Loth to schedule a special annual meeting pursuant to Wis. Stat. Section 120.08(2) to be held on August 14, 2017 in the Germantown School District Board Room beginning at 6:40 p.m. at which the power of the annual meeting under Wis. Stat. Section 120.10(1)(5m) will be considered specifically, to authorize the Board to acquire real property necessary for the school district's purposes and to direct the clerk to publish a class 2 notice of the special annual meeting as required. Motion carried.
25. Motion by Larson, second by Barney to adjourn.
26. Board President Soderberg declared the meeting adjourned at 8:39 p.m.

Jayne Borst
Recording Secretary

Lester Spies
School Board Clerk

**GERMANTOWN SCHOOL DISTRICT
GERMANTOWN, WISCONSIN 53022
MINUTES OF THE BOARD OF EDUCATION
July 31, 2017**

1. The meeting of the Board of Education was called to order by Board President Bob Soderberg in the District Office Board Room at 5:00 p.m. District Administrator Jeff Holmes read the official meeting notification. Roll call: Soderberg – yes, Larson – yes, Spies – yes, Barney – yes, Borden – yes. Board members Medved and Loth were absent (excused).
2. Motion by Spies, second by Barney to approve the agenda. Motion carried.
3. Motion by Spies, second by Borden to approve the contract for Andrew Eisenbach as County Line Elementary Principal beginning August 1, 2017 at a salary of \$95,500 (prorated amount \$87,816.09 for 2017-2018). Motion carried.
4. Motion by Borden, second by Barney to adjourn. Motion carried.
5. Board President Soderberg declared the meeting adjourned at 5:10 p.m.

Jayne Borst
Recording Secretary

Lester Spies
School Board Clerk

ENROLLMENT 2017-18 (Revised 8/10/17)

AMY BELLE (101)		K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Staff	
2015-16	57	74	52	73	69	72	397	18		
	19/19/19 3	24/25/25 3	17/17/18 3	24/24/25 3	23/23/23 3	23/24/24 3				
2016-17	66	64	80	64	81	70	425	19		
	22/22/22 3	21/21/22 3	20/20/20/20 4	21/21/22 3	27/27/27 3	23/23/24 3				
2017-18	46	67	64	87	65	80	409	20		
	15/15/16 3	22/22/23 3	21/21/22 3	21/22/22/22 4	21/22/22 3	20/20/20/20 4				
COUNTY LINE (102)		K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Staff	
2015-16	70	89	78	74	93	92	496	23		
	22/23/25 3	22/22/22/23 4	19/19/20/20 4	18/18/19/19 4	23/23/23/24 4	22/23/23/24 4				
2016-17	78	68	85	76	70	97	474	22		
	20/19/20/19 4	*22/23/23 3	21/21/21/22 4	19/19/19/19 4	23/23/24 3	24/24/24/25 4				
2017-18	68	81	71	88	79	69	456	20		
	22/23/23 3	20/20/20/21 4	23/24/24 3	22/22/22/22 4	26/26/27 3	23/23/23 3				
MAC ARTHUR (103)		K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Staff	
2015-16	64	60	50	68	69	70	381	18		
	21/21/22 3	20/20/20 3	16/17/17 3	22/23/23 3	23/23/23 3	23/23/24 3				
2016-17	41	62	65	54	70	73	365	17		
	21/20 2	21/20/23 3	22/22/21 3	17/18/19 3	23/24/23 3	24/24/25 3				
2017-18	52	43	63	65	55	70	348	17		
	17/17/18 3	21/22 2	21/21/21 3	21/22/22 3	18/18/19 3	23/23/24 3				
ROCKFIELD (104)		K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Incl. EC	
2015-16	37	55	43	66	49	63	313	313		
	18/19 2	18/18/19 3	21/22 2	22/22/22 3	24/25 2	21/21/21 3				
2016-17	58	44	58	46	68	54	328	328		
	19/19/20 3	22/22 2	19/19/20 3	23/23 2	22/23/23 3	27/27 2				
2017-18	53	64	43	59	51	70	340	340		
	17/18/18 3	21/21/22 3	21/22 2	19/20/20 3	25/26 2	23/23/24 3				
Totals by Grade		EC	K	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	TOTAL	Incl. EC
2015-16	42	34	228	278	223	281	280	297	1587	
2016-17	25	12	11	14	12	12	12	73	98	
2017-18	25	219	255	241	299	250	289	1553	1578	

ECH	
AB	6
CL	7
Mac	4
RK	7
In G'town Schools	24
Options	3
TOTAL	27
Pending	6

KENNEDY MIDDLE SCHOOL (301)	Grade 6	Grade 7	Grade 8	KENNEDY TOTAL	GHS (401)	Grade 9	Grade 10	Grade 11	Grade 12	GHS TOTAL
2015-16	267	320	281	868	2015 - 16					
	11	12	12	35		342	344	360	365	1411
	24.3	26.7	23.4							
2016-17	311	268	324	903	2016 - 17					
	12	11	12	35		332	342	339	356	1369
	25.9	24.4	27.0			49				
2017-18	301	316	273	890	2017 - 18					
	12	11	12	35		361	329	332	353	1375
	25.1	28.7	22.8			330				

DISTRICT ENROLLMENT TOTALS	
2012 - 13 DISTRICT ENROLLMENT TOTAL	3976
2013 - 14 DISTRICT ENROLLMENT TOTAL	3901
2014 - 15 DISTRICT ENROLLMENT TOTAL	3920
2015 - 16 DISTRICT ENROLLMENT TOTAL	3866
2016 - 17 DISTRICT ENROLLMENT TOTAL	3864
2017 - 18 District Enrollment Total	3818

PAROCHIAL SCHOOLS SERVICE & ROUTE PAIRINGS - 7/19/17

Aquinas	KMLHS
Bethlehem Lutheran	St. Boniface
Calvary	St. Gabriel's
Crown of Life	St. Mary's
David's Star	Trinity
Grace Lutheran	

Pairings

AM		PM	
337/204/120	St. Boniface	211/326	David's Star
251/211/326	David's Star	252/345/107	St Marys
252/345/107	St Mary's	340/205/126	St. Boniface
336/218/126	St Boniface	334/215/143	St. Boniface
334/215/114	St Boniface	801	Aquinas
801/112	Aquinas	320/130	Calvary
320/130	Calvary	350/325	Trinity/David Star
335/301	St Boniface - Grace/Bethlehem	338/346/128	St. Boniface/St Marys
350/325	Trinity/ David'a Star	337/303	St Boniface - Grace/Bethlehem
338/346/128	St. Boniface/St Mary's	336/112	St Boniface
339/300	St Boniface - Grace/Bethlehem	335/302/118	St Boniface - Grace/Bethlehem
341/303	St Boniface - Grace/Bethlehem	332/202	St Boniface
250/316	St. Gabriel's/Crown of Life	339/300	St Boniface - Grace/Bethlehem
302/109	Grace Bethlehem	333/301	St Boniface - Grace/Bethlehem
KMLHS Shuttle	Kettle Moraine Lutheran HS	341/218/109	St Boniface
		243/316	St Gabriel's/Crown of Life
		KMLHS Shuttle	Kettle Moraine Lutheran HS

Route 341 (AM & PM) transports 33 St. Boniface students (within the St. Mary's attendance area) to/from St. Boniface.

AM Cost - \$10.59 per day (single tier to double tier) x 180 days =	\$ 1,906.20
PM Cost - \$10.59 per day (double tier to triple tier) x 180 days =	\$ 1,906.20
TOTAL COST	\$ 3,812.40

Transportation Option for St. Mary's students (within the St. Boniface attendance area) Approximately 30 students

Current 7:45 a.m. to 3:00 p.m.
 Route 345 - 40 minutes - 34 students
 Route 346 - 40 minutes - 28 students

Option A

Absorbing additional students onto both existing routes.
 Route 345 - 70 minutes - 49 students
 Route 346 - 70 minutes - 43 students

Increasing the route lengths would require Route 345 & Route 346 to be run as Single route packages AM & PM.

Route 345 - \$198.39 per day x 180 days =	\$ 35,710.20
Route 346 - \$198.39 per day x 180 days =	\$ 35,710.20
OPTION A COST	\$ 71,420.40

Option B

Add 1 additional St. Mary's route AM & PM.

Route 347 - \$198.39 per day x 180 days =	\$ 35,710.20
OPTION B COST	\$ 35,710.20

Note: Rates above and below have been updated to reflect established rates for the 2017-2018 school year.

Option C - DATED 7/31/17

Absorb additional St. Mary's students (residing within the Germantown School District St. Boniface attendance area) onto Grace/Bethlehem Routes.

Add 1 a shuttle from Bethlehem North (Germantown) to St. Mary's School (Menomonee Falls)

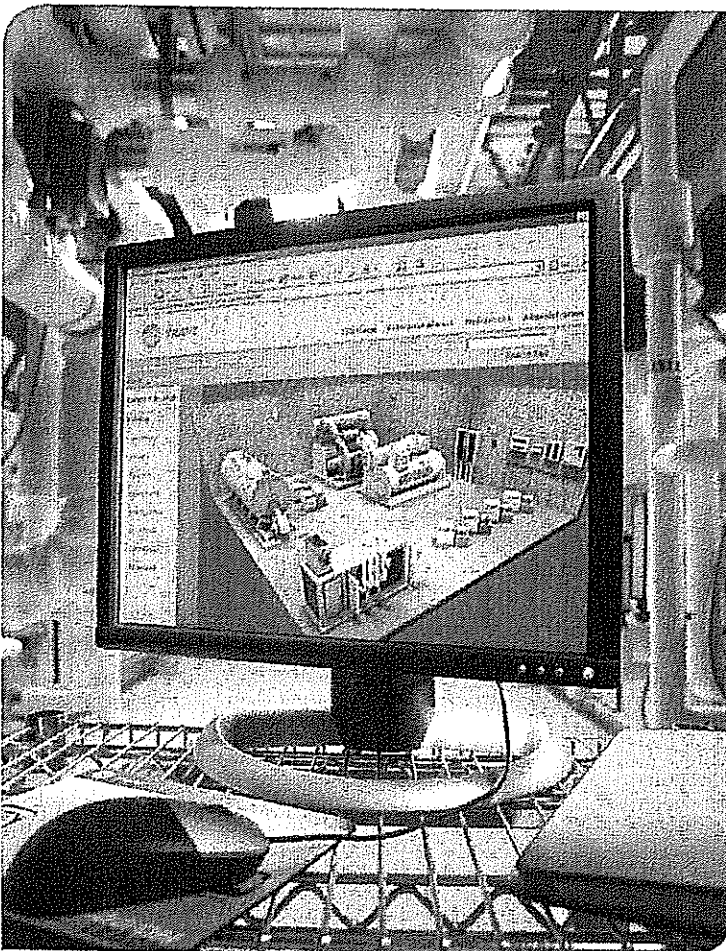
St. Mary's Shuttle - \$32.80 per day x 180 days =	\$ 5,904.00
OPTION C COST	\$ 5,904.00

AM	17-18 SY	Riders	St. Mary Riders		
300	55 min	34	4	Blackstone Creek; Lilac; Flintlock; Lone Oaks; Woodcock; Navajo	Minimal time change
301	55 min	27	10	Schiller; Bark Lake Rd.; Elmwood; Hillside; Scenic; Hwy Q; Upper Woodland; Pheasant Run	Minimal time change
302	94 min	54	15	Prairie View; Cedar; Mary But; Forest Hill; Holy Hill Rd.; Daniels; Lake Park; Tree Tops	Increase over 45 minutes
303	45 min	52	15	Shadowood; Carriage; Juniper; Wagon Trail; Old Farm; Creek Terrace; Legend; Preserve	Minimal time change
			44		
PM	17-18 SY	Riders	St. Mary Riders		
300	70 min	37	8	Navajo; Woodcock; Wagon Trail; Sante Fe; Daniels; Lake Park; Blackstone Creek; Holy Hill Rd.	Increase approx 10 minutes
301	75 min	56	20	Lone Oaks; Shadowood; Schiller; Bark Lake Rd.; Pheasant Run; Upper Woodland; Scenic; Hwy Q; Hillside; Elmwood; Priarie View	Increase approx 20 minutes
302	22 min	20	0	Heritage Hills; Sunburst; Emerald; Ridgewood; Tree Tops;	Minimal time change
303	72 min	50	16	Preserve; Legend; Creek Terrace; Carriage; Wagon Trail; Old Farm; Juniper; Carriage; Lilac; Forest Hill; Mary But; Cedar	Increase approx 20 minutes
			44		



Trane Service Agreement

Building Automation System



SERVICE PROPOSAL FOR:

Germantown School District
N104 W13840 Donges Bay Road
Germantown, WI 53022 U.S.A.
Don Erickson

SITES

Amy Belle Elementary School
County Line Elementary School
MacArthur Elementary School
Rockfield Elementary School

LOCAL TRANE OFFICE:

Trane U.S. Inc.
234 W Florida St.
6th Floor
Milwaukee, WI 53204

LOCAL TRANE REPRESENTATIVE:

Ashley Henderson
Cell: (414) 208-9007

PROPOSAL ID:

2191634

DATE:

June 19, 2017





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

The Agreement

SERVICE PROPOSAL FOR: Germantown School District N104 W13840 Donges Bay Road Germantown, WI 53022 U.S.A. Don Erickson	LOCAL TRANE OFFICE: Trane U.S. Inc. 234 W Florida St. 6th Floor Milwaukee, WI 53204
	LOCAL TRANE REPRESENTATIVE: Ashley Henderson Phone: (414) 208-9007
	PROPOSAL ID: 2191634
	DATE: June 19, 2017
	CONTACT TELEPHONE NUMBER FOR SERVICE: (414) 226-5200

Scope of Services

- System performance review
 - Scheduling review
 - Sequence of operation verification
 - Equipment optimization – jointly with Tranes Optimization Engineer and BAS Tech
- Tracer SC and system controller firmware upgrades
- Tracer SC backup
- Additional quoted 200 hours of onsite and remote support to be used over three years
*any material not included

System Analysis and Review

Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

Sequence of Operation Verification

Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

Trending Analysis

"Trending" critical data points helps to identify performance problems within the facility. The resulting data helps Trane diagnose problems, and devise effective corrective actions.





Advanced Optimization

Trane technicians will assess the current operation of HVAC equipment and, where appropriate, modify the sequence of operation through enhanced control strategies. Improvements may include, but are not limited to, the following: Air supply and water temperature reset schedules; ventilation control strategies; and VAV pressure optimization strategies.

Software Upgrades

New software versions and enhancements are periodically released and installed by Trane technicians to improve building operation and extend the life of the building automation system and controls.

Full System Backup

Trane will complete recurring, comprehensive backups of local control panels, along with the Tracer database and graphics. In the event of a serious error or catastrophic event, the full system can be restored to the last known settings in a matter of hours.

Operator Coaching

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they understand how to effectively use the system.

Customer Responsibilities

Continuous monitoring and an automated alarm process provide reassurance that you will be notified if the systems controlling building environments are not operating as programmed.

Instant notification transmits an alert when systems need attention to avoid operational interruptions.

- Assist with diagnosing any information technology problems such as IP networking issues. Provide site access, network access, and access to ongoing and historical electrical usage information.
- Provide access to data via a Trane approved gateway with appropriate software licenses.
- Provide metering for data collection and connectivity of metering or data collection points to the Trane approved gateway.
- Customer acknowledges that statements concerning energy savings are projections only and actual savings to be realized by Customer are dependent upon many factors, including conservation measures implemented, seasonal weather variations, fuel price, and specific energy use practices of the facility occupants and workers. Nothing contained in energy reports constitutes a guarantee by Trane that the projected savings will be realized.

Obtaining Service

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

Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the Scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Pricing and Acceptance

Don Erickson
Director of Buildings and Grounds
Germantown School District
N104 W13840 Donges Bay Road
Germantown, WI 53022 U.S.A.

Site Address:
Amy Belle
County Line
MacArthur
Rockfield

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Annual Per School	Payment Term
Year 1	19,680.00	4,920.00	Annual
Year 2	19,680.00	4,920.00	Annual
Year 3	19,680.00	4,920.00	Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components.

Term

The Initial Term of this Service Agreement is 3 years, beginning **July 1, 2017** and expiring **June 30, 2020**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on June 30, 2020, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (414) 226-5200 or by direct mail addressed to: 234 W Florida St. Milwaukee, WI 53204.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.





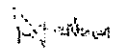
Cancellation by Customer Prior to Services; Refund

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

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Ashley Henderson	Cell: (414) 208-9007
_____	Proposal Date: June 19, 2017
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
_____	Trane U.S. Inc.
Authorized Representative	 _____
_____	Authorized Representative
Printed Name	_____
Title	Title
_____	_____
Purchase Order	Signature Date
_____	_____
Acceptance Date	License Number:
_____	_____





Terms and Conditions (Service)

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
2. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.
3. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
4. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
5. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
6. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon Initial Inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
7. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
8. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by Insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening





and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted; balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning tear-down and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. **Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

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

11. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

12. **Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL





TRANE
Building Services

Workers Compensation

Statutory Limits

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

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

15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. Electronic Monitoring. Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. Data Collected. Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. Data Privacy and Security. Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company becomes aware. Any breach in privacy of which Customer becomes aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its





ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

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

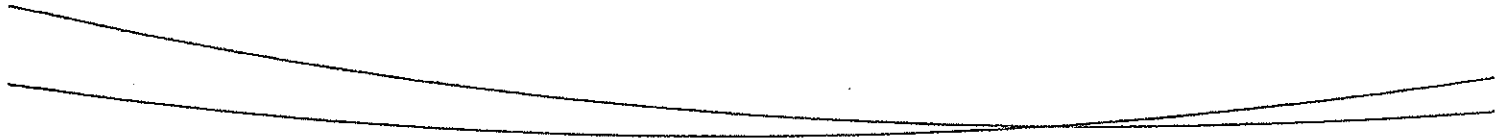
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Appendix





TRANE[®]
Building Services

Safety
Customer Service Flows

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
-Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – Trane provides full complement of fall arrest and fall restraint equipment for each technician.



Safety Tools, Training & Expertise (continued)

- Ergonomics – Custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. Environmental Protection Agency (EPA) rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

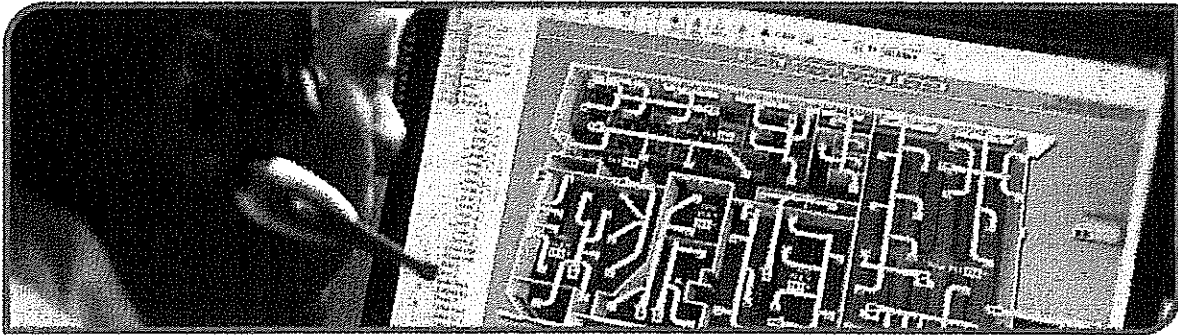
- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – Ensure that they are fully implemented.
- Safety and environmental performance – Tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – Implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – Use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – Mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – Annual checking driving records of employees who drive company vehicles. Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.



When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.

Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites.

Service 1: Advanced Optimization

Description

- Advanced Optimization

Service 2: AHU Controls Support

Description

- Connect Service Tool
- System Controller Inspection
- Verify System Software Programming
- Sequence of Operation Verification
- Loop Tuning
- Review System Results
- Disconnect Service Tool

Service 3: Chilled Water System Controls Support

Description

- Connect Service Tool
- System Controller Inspection
- Verify System Software Programming
- Sequence of Operation Verification
- Loop Tuning
- Review System Results
- Disconnect Service Tool

Service 4: Condenser Water Systems Controls Support

Description

- Connect Service Tool
- System Controller Inspection
- Verify System Software Programming
- Sequence of Operation Verification
- Loop Tuning
- Review System Results
- Disconnect Service Tool

Service 5: Full System Back-Up

Description

- Full System Back-Up

Service 6: Hot Water System Controls Support

Description

- Connect Service Tool
- System Controller Inspection
- Verify System Software Programming
- Sequence of Operation Verification
- Loop Tuning
- Review System Results
- Disconnect Service Tool

Service 7: Miscellaneous I/O Support

Description

- Connect Service Tool
- System Controller Inspection
- Sequence of Operation Verification
- Verify System Software Programming
- Review System Results
- Disconnect Service Tool

Service 8: Operator Coaching

Description

- Operator Coaching

Service 9: RTU Controls Support

Description

- Connect Service Tool
- Sequence of Operation Verification
- Loop Tuning
- System Controller Inspection
- Verify System Software Programming
- Review System Results
- Disconnect Service Tool

Service 10: Software Upgrades

Description

- Software Upgrade

Service 11: System Analysis and Review

Description

- Operator Workstation Inspection
- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review - 30 Minutes
- Software Service Pack Update (Per Workstation and/or BCU)

Service 12: Trend Analysis

Description

- Basic Trend
- Custom Trend

Service 13: Unitary Controller Support

Description

- Connect Service Tool
- System Controller Inspection
- Verify System Software Programming
- Sequence of Operation Verification
- Loop Tuning

- Review System Results
- Disconnect Service Tool

Clarifications of Work Performed

This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service	Description	Not Performed on Site

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: Teacher Contracts

FROM: Mike Nowak

BOARD MEETING: August 14, 2017

DATE: August 9, 2017

AGENDA ITEM: VIII. A.

The administration is recommending the approval of the following regular contracts for the 2017-18 school year.

Employee Assignment/Location	Rationale	FTE	Contract Type	Salary
Jessica Reece Spanish Teacher Germantown High School	Jessica is being recommended for this position as the result of a teacher resignation.	1.0	Regular	\$62,375.00
Ginger Nelson Social Studies Teacher Germantown High School	Ginger is being recommended for this position as the result of a teacher resignation	.60	Regular	\$28,800.00

RECOMMENDATION: Approve the 1.0 FTE regular contract for Jessica Reece at \$62,375.00 and the .60 FTE regular contract for Ginger Nelson at \$28,800.00.

DOMINICZAK THERAPY ASSOCIATES, LLC

4002 W. Cherrywood Lane
Brown Deer WI 53209-1002

Phone: 414-378-3375
Fax: 414-354-8830
E-mail:
loridominiczak@yahoo.com
<http://domtherapy.com>

July 21, 2017

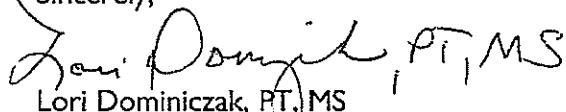
Mr. Todd Lamb, Director of Pupil Services
Germantown School District
N104 WI3840 Donges Bay Road
Germantown. WI 53022

Dear Mr. Lamb:

Enclosed please find 2 copies of a 1-year service agreement between your school district and our company for the provision of therapy services. Please sign both and return one copy to me.

Thank you for your continued confidence in our services. We look forward to working with you and your students.

Sincerely,


Lori Dominiczak, PT, MS
Manager/Owner

Dominiczak Therapy Associates, LLC
4002 W. Cherrywood Lane
Brown Deer, WI 53209
<http://domtherapy.com>

**2017 Report to the Board of Education
For
Germantown School District**

Dominiczak Therapy Associates, LLC, currently contracts with the district to provide occupational and physical therapy for students receiving special education services. We set ourselves apart from other therapy contracting services not only in cost but also with our service delivery practices.

We offer the district:

- Therapists with specialized knowledge and expertise in school-based therapy
- Flexibility with staffing selection and the option to change staff should the district make such a request
- A pool of therapists for situations when the regular therapist is unavailable to provide services for the short or long term
- Services based on caseload needs versus an established FTE for the entire school year
- Consultative services for challenging situations using our pool of expert consultants
- On-site related services education for district staff at no extra cost to the district
- Responsive administration with extremely low overhead

Year-to Date Fiscal Analysis for School District:

Number of students receiving related services September 1, 2016

OT = 75

Number of students receiving related services as of February 1, 2017

OT = 63

Number of students receiving related services as of June 1, 2017

OT = 68

Cost of Services 2016-17 School Year

Actual September 1, 2016-June 30, 2017 = \$154,589.50 (same period 2015-2016 = \$142,054.04)

****Projected September 2017-June 2018 = \$144,000**

**Estimate based on current caseload requirements and subject to change should those caseload requirements increase or decrease prior to the end of the school year

Report prepared by:
Lori Dominiczak, PT, MS
Manager/Owner

Dominiczak Therapy Associates, LLC
4002 W. Cherrywood Lane
Brown Deer, WI 53209
<http://domtherapy.com>

6-Year History of Annual Occupational Therapy Costs
(September 1-August 31)

2011-12	\$124,637	
2012-13	\$145,223	
2013-14	\$147,223	
2014-15	\$169,809	#students receiving OT = 106
2015-16	\$144,454	#students receiving OT = 78
2016-17 (thru 6/14/17)	\$154,590	#students receiving OT = 68

SERVICE AGREEMENT

Dominiczak Therapy Associates, LLC (DTA), hereby enters into this Service Agreement (Agreement), dated and effective as of September 1, 2017, with Germantown School District (District). In consideration of the promises below, DTA and the District hereby agree as follows:

1. **ENGAGEMENT AND SERVICES.** The District engages DTA to provide occupational and physical therapists and assistants, as specified below, to perform the services set forth below for students of the District (Services) in accordance with the terms of this Agreement, on an as-needed basis, as requested by the District:
 - a. DTA will provide therapists to evaluate District students and prepare evaluation reports as requested by the District, and in accordance with applicable law, including without limitation the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act (Section 504), and Chapter 115 of the Wisconsin Statutes (Ch. 115).
 - b. DTA will provide therapists and/or assistants to:
 - ii. Provide related services of either occupational therapy or physical therapy to students pursuant to their Individual Education Programs (IEPs) and Section 504 Plans, and in accordance with applicable law, including without limitation the IDEA, Section 504, and Ch. 115.
 - iii. Prepare for and participate in IEP team meetings in accordance with applicable law, including without limitation the IDEA, Section 504, and Ch. 115.
 - iv. Participate in meetings with parents, staff development opportunities and inservices provided by the District, and any other meetings the District determines necessary for the therapist's and/or assistant's professional development or to ensure proper development and implementation of a student's IEP.
 - v. Travel between District schools or to offsite locations as the District determines necessary to implement each student's IEP.
 - vi. To the extent permitted by applicable law or order, cooperate with the District as the District deems necessary in defense of any claim against the District, including without limitation claims under the IDEA, Section 504, and Ch. 115.
 - vii. Perform any other duties the District determines necessary to properly implement a student's IEP or Section 504 Plan and/or comply with applicable law, including without limitation the IDEA, Section 504, and Ch. 115.

2. **QUALIFICATIONS.** At all times while performing Services, DTA therapists and assistants must meet the minimum requirements of Section 2.a. below.

a. Therapist / Assistant Qualifications

DTA will provide therapists and assistants licensed by the State of Wisconsin and the Wisconsin Department of Public Instruction who are qualified to perform Services in Section 1 above, in compliance with applicable local, state, and federal law, including without limitation to the IDEA, Section 504, and Ch. 115, and in accordance with the applicable professional standards of the American Physical Therapy Association or the American Occupational Therapy Association. DTA must conduct a criminal background check on each therapist and assistant, and each therapist and assistant must have no criminal record.

b. Evidence of Qualifications / Right of Refusal

Before any DTA therapist or assistant performs the Services in Section 1 above, DTA shall provide the District with evidence that the therapist meets the minimum requirements of Section 2.a. above. The District has the right to refuse any DTA therapist or assistant if, in the sole discretion of the District, the therapist or assistant fails to meet any of the minimum requirements of Section 2.a. above, or for any other reason.

The parties further agree that the District may require a DTA therapist or assistant to discontinue providing services under this Agreement and leave District property at any time and for any reason. Upon the District's request, DTA will make reasonable efforts to provide a qualified therapist or assistant who meets the minimum requirements of Section 2.a. within 10 school days of the District's request.

c. Changes in Therapist / Assistant

DTA will notify the District of any change in therapist or assistant assigned to perform the Services in Section 1 above and will provide evidence that the therapist or assistant meets the minimum requirements of this Section 2.a. above at least five (5) school days before the change is effective. In the event a regularly assigned therapist or assistant is unavailable to provide needed Services, DTA will make reasonable efforts to provide a qualified substitute who meets the minimum requirements of Section 2.a. above within five (5) school days.

3. COST OF SERVICES AND PAYMENT

a. Cost of Services

During the term of this Agreement, the District will pay DTA the following hourly rates for services provided hereunder:

School Year	Start Date	End Date	Physical Therapist	Occupational Therapist, Registered	Certified Occupational Therapist Assistant
2017-2018	9/1/2017	8/31/2018	\$66.50	\$58.75	\$43.25

b. Mileage Reimbursement

The District will reimburse mileage within the District and to offsite locations at the applicable federal rate upon receipt of DTA invoices for mileage, which shall include therapist's or assistant's name, Services provided and miles traveled.

c. Invoices and Payment

DTA will submit itemized monthly invoices to the District for services provided. Each invoice will set forth the total number of hours of Service (to the nearest quarter of an hour) provided by each therapist and assistant and the total number of reimbursable miles. A detailed report will accompany each invoice setting forth the exact number of hours spent in performing the Services listed in Section 1 above.

Payment shall be due no later than 30 days from date of invoice. Invoices not paid on or before their due date shall be assessed a late payment charge at the rate of one and one-half percent (1.5%) per month on the unpaid balance.

d. Other Contracts

This Agreement in no way prohibits DTA or any of DTA's therapists or assistants from contracting with any other entity during or after the term hereof, as long as such contracts do not interfere with DTA's or the therapists' or assistants' ability to perform the Services in this Agreement to the District's satisfaction.

4. ADDITIONAL DTA RESPONSIBILITIES

- a. DTA will provide professional liability insurance for each therapist and assistant in the following amounts: \$1,000,000 each claim; \$3,000,000 aggregate.

- b. DTA will provide therapist and assistant schedules to the District for its review upon the District's request.
- c. Within 5 school days of the District's submission to DTA of any written District policies, procedures, or staff development information the District deems relevant to performing the Services in paragraph one, above, DTA will disseminate such information to its therapists and assistants.

5. ADDITIONAL DISTRICT RESPONSIBILITIES

- a. The District will provide adequate space and equipment for the purpose of providing occupational and physical therapy for its students, in accordance with each student's IEP.
- b. The District will provide DTA therapists and assistants access to pupil records in which the therapist or assistant has a legitimate educational interest under District policy and applicable state and federal law.
- c. The District will provide liability insurance for its premises.
- d. The District, at its discretion, will allow therapists and assistants to attend professional continuing education courses and inservice programming.
- e. The District will perform all its duties hereunder in compliance with applicable local, state, and federal law and regulations.

6. TERM AND TERMINATION

a. Term

Unless earlier terminated consistent with Section 6.b. below, the term of this Agreement shall commence on September 1, 2017, and terminate on August 31, 2018.

b. Termination

- i. Without Cause. Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Agreement at any time upon 60 days' written notice to the other.
- ii. For Cause. If either party commits a material breach of any of the terms or conditions of this Agreement, and the breaching party fails to correct such breach within 10 days after written notice thereof from the other party, the other party may, at its own option, terminate this Agreement for cause

immediately or at any designated future time provided that the breach still exists, by delivering to the breaching party a written notice of termination and the effective time thereof.

- iii. Mutual Agreement. This Agreement may be terminated at any time upon the mutual written agreement of the parties.

7. CONFIDENTIALITY OF PUPIL RECORDS

DTA understands that under state and federal law, pupil records and any oral communication regarding students are confidential. Disclosure of any such confidential information is a violation of law that may result in personal liability, and any such disclosure by DTA or DTA therapists or assistants will not be the responsibility of the District.

8. MISCELLANEOUS

a. Independent Contractor

DTA acknowledges that it is at all times acting as an independent contractor under this Agreement and not as an agent, employee, or partner of the District. DTA has no authority to enter into any contract or to incur any other obligation on behalf of or in the name of the District. Except as specifically set forth in this Agreement, DTA shall be solely responsible for all of its own expenses.

DTA agrees to be solely responsible for all matters relating to payment of its agents and subcontractors and compensation of its employees, including, without limitation, compliance with laws governing workers' compensation, Social Security, withholding and payment of any and all federal, state, and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment or provision of all salary, vacation, and other employee benefits.

b. Indemnification

DTA will indemnify and hold the District harmless from and against any and all claims of whatever kind and nature that may be imposed on, incurred by, or asserted against the District relating to or arising out of (i) DTA's performance of, or failure to perform, duties under this Agreement; or (ii) DTA's infringement of any third party's or the District's rights, including without limitation any rights under the IDEA and Section 504.

c. Non-solicitation

The District will not employ or solicit the employment of any DTA therapist or assistant during the term of this Agreement and for a period of one (1) year after the termination of this Agreement unless DTA gives its prior written consent. Such consent may be granted or withheld at DTA's sole discretion. To the extent DTA may agree to grant any such consent, a flat fee of \$7,500 per therapist or assistant will be paid to DTA by the District prior to receipt of such written consent. In case of breach of this provision by the District, the District agrees to pay to DTA, as liquidated damages and not as a penalty, the amount of \$10,000 per therapist or assistant.

d. Waiver

A party's waiver of any breach or its failure to enforce any term of this Agreement will not be deemed a waiver of any prior or subsequent breach or of any right to enforce such term or any other term hereof. No waiver shall be valid against any party unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. This Agreement shall not be amended or modified except by written document executed by both parties.

e. Severability.

If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

f. Notices

All notices and communications required or permitted to be given by either party under this Agreement shall be in writing and shall be delivered by (a) bonded or nationally recognized overnight courier; or (b) by United States first class registered or certified mail, return receipt requested, or priority or express mail, in any case addressed as follows:

If to the District, to:

Germantown School District
N104 W13840 Donges Bay Road
Germantown, WI 53022
Attn: Mr. Todd Lamb

If to DTA, to:

Dominiczak Therapy Associates, LLC
4002 W. Cherrywood Lane
Brown Deer, WI 53209
Attn: Ms. Lori H. Dominiczak

The information above may be changed by submitting a notice in accordance with this notice provision. Notices shall be deemed delivered when deposited with such courier or company, or with the United States Post Office, as applicable.

g. Governing Law

This Agreement shall be governed by the laws of the State of Wisconsin.

h. Binding Effect; Assignability

The parties may not assign this Agreement or any right or obligation under it without the prior written consent of the other party; provided, however, that DTA may assign the Agreement to its successor in interest or any entity acquiring all or substantially all of the assets of DTA.

i. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and shall supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the relationship between the parties.

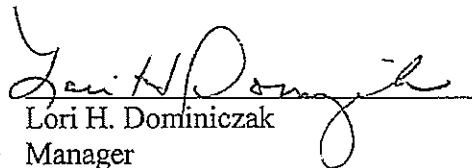
j. Use of Names

DTA may divulge to existing and prospective clients that the District has engaged it to provide the Services specified in this Agreement. All other terms of this Agreement shall remain confidential.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

DOMINICZAK THERAPY ASSOCIATES, LLC

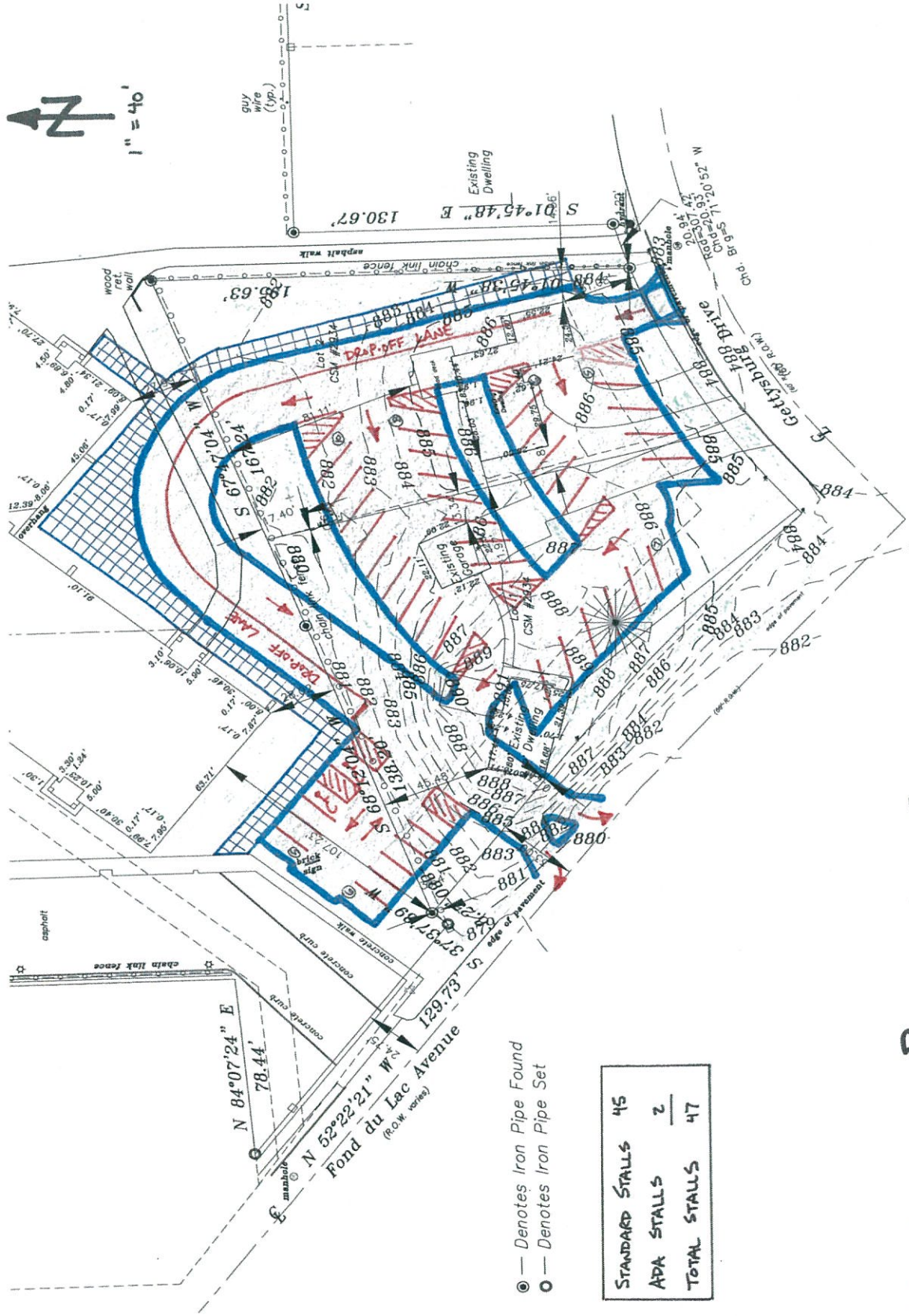
Signed by:


Lori H. Dominiczak
Manager

GERMANTOWN SCHOOL DISTRICT

Signed by:

School District Representative



- ⊙ — Denotes Iron Pipe Found
- — Denotes Iron Pipe Set

STANDARD STALLS	45
ADA STALLS	2
TOTAL STALLS	47

MACARTHUR PARKING LOT CONCEPT

S.02.2017

individual might wish to take. Therefore, we used the more expensive number. For GHS, we have a district employee that staffs the print shop during the school year at 30 hours a week. That employee costs the district \$1866 per month, or \$16,794 for the 9 months of the school year. Central Office Systems provided a figure of \$3415 per month for the same amount of hours, or \$30, 735 for the school year.

An additional optional item that was requested in the RFP was for the vendor to provide a solution that would enable to the district to manage our fleet of 27 HP LaserJet printers. This would provide not only support for those devices, but also the ability to audit, monitor and limit prints on those devices. Currently, we are unable to track and limit usage. The bid from Central Office Systems on that was \$269 per month, for all devices. That includes all toner, prints, service, as well as the Papercut software utilized for the auditing and limiting.

Reference checks have been done on Central Office Systems, and have come back satisfactory. Legal counsel has vetted the proposed contracts, and has given their approval to the language contained therein.

After working through the proposals with Superintendent Holmes, Business Manager Ericksen and meeting with representatives from Central Office Systems, I bring forward a recommendation to the School Board to approve of and enter into a 3-year contract with Central Office Systems to provide print and copy services for the district. As part of that agreement, we request that Central Office Systems provide one full-time staff member for the KMS print shop. The outsourced position will be the most cost effective and we will have someone coming on board with experience and training in a print production environment. We will continue to utilize our current district employee at GHS. The Superintendent, Business Manager and I will attend the board meeting to answer any questions the board may have. Representatives from Central Office Systems will also attend the meeting for the same purpose.

Thank you for your consideration.

Marc Gabrysiak, GSD Director of Technology

Vendor	Production	MFD	Total Production & MFD	Rank on Q1-3 Total
Central Office Systems	49988.35	47223.72	97212.07	1
Konica Minolta	45761.76	58221.67	103983.43	2
Xerox	44779.00	69087.00	113866.00	3
Rhyme	65301.96	49059.84	114361.80	4
Ross Imaging	70877.24	43652.79	114530.03	5
Ricoh	50868.48	86653.82	137522.30	6
Gordon Flesch Company	61100.28	106032.72	152517.00	7
Impact Networking	218195.17	66855.96	285051.13	8

GSD Print/Copy Proposal Board Background

As previously reported informationally to the School Board in April and again in July, we bring forward to the board for consideration a proposal for print and copy services for the district. The district has utilized the services of its current vendor, Xerox, for over 13 years. I had spoken to the Superintendent early this spring about the fact that these services had not been bid out during my tenure (over ten years) here in the district. We agreed that it was time to put this out to bid, and make sure that we get the best possible value for our expenditure. I put together a RFP for prospective bidders, we originally had eleven vendors request the RFP, and ultimately eight vendors responded. The bid responses are attached.

Bids were requested on an "all you can eat" print shop model. Our two district print shops are located at GHS and KMS. The "all you can eat" model encourages staff to utilize the print shops as much as possible instead of the MFD (Multi-Function Devices) located throughout our buildings. The print shops are by far the most cost-effective way to make copies. Using this model, we pay one set monthly cost for the production machines, no matter how much gets run on those two devices. Staff throughout the district are able to scan print jobs to the KMS print shop, and get them back next day via the interoffice mail. Those costs are in the Production column in the attached. Additionally, bids were requested on devices equivalent to our thirty-one current MFD's throughout the district. Bidders were asked to give the per page costs for prints and copies. This is also known as the "click rate". Using a monthly average for the last 2 years for all devices with both black and white outputs along with the color outputs, I was able to determine a yearly cost for the entire MFD fleet for each proposal. Those costs are in the MFD column in the attached.

I totaled the costs for production devices and MFD's for each vendor, to give an annual total for each vendor. The low bidder on the hardware portion of the RFP was Central Office Systems. The total of their bid was \$97,212.07.

As part of the RFP, we also asked for optional proposals for staffing the two print shops. Under our current contract with Xerox, the KMS print shop is staffed with a Xerox employee. The board had requested getting costing for a district employee to determine which would be more cost effective. Central Office Systems has responded with a proposal to staff KMS at a cost of \$54,600 per year. When Business Manager Ericksen and I ran the comparison numbers, we came up with a total cost figure of \$57,000 per year for a district employee. This figure includes salary and the standard district benefit costs. Two notes. One, the salary figure that we used was an hourly figure of \$15.55. This is rather low from the standpoint that we think it unlikely to be able to find someone with experience in production printing at that level. Two, we used family figures when costing benefits. That would be obviously more expensive than an employee that would take single health and dental, but we have no way to predict what any

GSD Print and Copy RFP 2017

The Germantown School District seeks interested vendors to provide bids for print and copy services at seven locations located throughout the school district. These locations are:

Amy Belle School-
3294 Willow Creek Road
Colgate, WI 53017

County Line School-
W159 N9939 Butternut Road
Germantown, WI 53022

MacArthur School-
W154 N11492 Fond du Lac Avenue
Germantown, WI 53022

Rockfield School-
N132 W18473 Rockfield Road
Germantown, WI 53022

Kennedy Middle School-
W160 N11836 Crusader Court
Germantown, WI 53022

Germantown High School-
W180 N11501 River Lane
Germantown, WI 53022

Germantown School District Offices-
N104 W13840 Donges Bay Road
Germantown, WI 53022

The district seeks reliable, financially stable vendors that will meet the following requirements:

1. Competitive pricing.
2. Quality delivery of services.
3. Product and service availability.
4. Fast service response time.
5. Detailed reporting.
6. Environmentally responsible.
7. Data security.

The Germantown School District does not represent that the above are all inclusive of requirements to be evaluated but considers this a representative list.

The school district will consider how well the proposed solution meets the needs of the district as described above. Vendor responses should utilize the attached bid response format. Please use the questions provided as a template. Vendors are welcome to attach additional information to support their bids at the end of the questions required. Please note that there are questions that are asking for options within the bid. Please note these items and answer accordingly.

Timeline

RFP delivery to any interested vendor: May 9

RFP response deadline: May 26, 5:00 PM

Tentative vendor recommendation by administration to School Board-June 12th.

Implementation-Commence as soon as possible prior to July 1, with full implementation the week of July 4.

Submittal

Please submit bid response via email to Marc Gabrysiak, GSD Director of Technology-mgabrysiak@germantown.k12.wi.us.

Please utilize the attached bid format, and include supporting documentation at the end of that document if desired.

Please be aware that the acceptance of any RFP in no way consists of entering into a contract with a vendor. Business will be awarded by the district by way of a legally binding contract with a selected vendor. The school district reserves the right to have any contract submitted by a prospective vendor reviewed by legal counsel.

Project Scope

The Germantown School District currently utilizes a centralized print operation, with centralized print shops at Kennedy Middle School (KMS) and Germantown High School (GHS). Each of those locations has a high capacity black and white device capable of 95 pages per minute (PPM). The Kennedy location services the entire district, with the exception of the high school. The high school print shop serves the high school exclusively at this time. Every location has the ability to do Scan-To-Print to KMS utilizing the MFP devices located in every building. Every building has several MFP devices used for printing, copying and scanning to print shop. All of the MFP devices are fully audited, and staff have limited amounts of prints and copies with the MFP devices. The print shop high capacity devices are currently on an "all you can eat" type pricing program, and staff are encouraged to send as much of their copy work to the print shops for that very reason. Currently, there are 31 MFP devices in the district. Each building has at least one color MFP, with the rest being black and white. Attached to this RFP is a full list of the copy and print devices throughout the district arranged by building. On that list are average counts for 2015 and 2016 of utilization, as well as a 2-year average for those years. Also included are building maps for all locations with all print and copy devices located on the maps. When building your bid, please note the type and capacity of the current equipment, and base your recommendations on the existing devices and utilization. The district is very interested in working with the selected vendor to identify areas of possible consolidation of devices, both with the MFP's as well as the print shops, in addition to adjusting the type and capacity of any devices based on vendor recommendation. For example, the district would be interested in possibly consolidating down to one print shop located at GHS with two large capacity machines, or one possibly one large capacity machine, if that is logistically feasible. This will be a subject of discussion with the selected vendor. Please note that option on the bid response form.

Please note that on the list of devices as well as the maps, are the district's non-managed HP LaserJet devices. These are included as the district is seeking an option to either have these devices managed, or potentially replaced with vendor-supplied devices that would be managed, audited and print limits enforced. Please note that option on the bid response form. Currently there are 27 HP LaserJet printers throughout the district.

The district's current print and copy vendor supplies an employee to staff the KMS copy center. The district is going to look at options for staffing that area with a district employee. However, the district is seeking an option for the selected vendor to supply an employee to staff that area. Please note that option on the bid response form.

Bid Evaluation

The school district will evaluate bids based on the following criteria:

1. Overall pricing of the proposed solution. Options will be considered separately.
2. Vendor reputation, references, financial stability, vendor location. Vendor consideration for vendors with southeast Wisconsin presence only.
3. Vendor ability to provide ALL products and services requested.
The district reserves the right to remove from consideration any bids that do not respond to all parts of the RFP.
4. The district views the bid response as a starting point, and will negotiate with the selected vendor to achieve the best result for the district.

Proposal Pricing

1. Term of the contract will be 36 months.
2. Pricing shall be for new equipment only. No refurbished items will be considered.
3. No third party leasing vendors will be considered. The district will work directly with the vendor only.

Vendor responses should utilize the attached bid response format.

GSD Print/Copy RFP Bid Response Form

1. Print center production devices. Please provide an annual cost using the “all you can eat” program model for two production devices based on our current setup. Please put costs for the scan to print shop software in this category, but break them out as a line item.
2. Please provide an annual cost for one full time vendor sourced employee to staff the KMS print center. This is a district requested option, and will NOT be used in evaluating bids, rather to gather information.
3. MFP Devices. Please provide a single total annual cost for the replacement of all 31 MFP devices currently in the district, using the 2-year average usage figures contained on the attached spreadsheet.
4. HP LaserJet devices. Please provide option(s) of your choosing for auditing, managing and print limited for our current HP fleet (27 devices), or replacing them with devices that will allow auditing, managing and print limits. This is a district requested option and will NOT be used in evaluating the bids, rather to gather information. Please provide this as a single total annual cost, using the 2-year average usage figures contained on the attached spreadsheet.
5. Follow-me-printing. Please confirm that all MFP devices quoted as part of this RFP (including the option for either managing or replacing our HP fleet) are all fully capable of follow-me-printing using the district employee door entry fobs OR a passcode to be entered on the devices. You are welcome to provide details in your supplemental materials to this response.
6. Please confirm that all MFP devices quoted are capable of supporting mobile printing from Chromebooks, iPads and similar devices. You are welcome to provide details in your supplemental materials to this response.
7. Please confirm that all MFP devices quoted are capable of supporting scanning to cloud based services such as Google Drive, Box.net, OneDrive and similar services. You are welcome to provide details in your supplemental materials to this response.
8. Please confirm that all MFP devices quoted use a Common Driver Platform and all print drivers support bi-directional communication. The district requires this for ease of management.

9. Please detail security measures built into equipment quoted to safeguard data when printing, copying and scanning to the copy center.

10. Please provide a minimum of 3 customers as references. These should be customers of at least 3 years duration. Preferences for references are as follows-
 - A. Southeast Wisconsin K-12 education.
 - B. Wisconsin Higher Education.
 - C. Southeast Wisconsin private sector.

Thank you for your interest and participation. The Germantown School District looks forward to reviewing your proposal. If you have any questions when preparing your response, please contact Marc Gabrysiak, GSD Director of Technology-mgabrysiak@germantown.k12.wi.us.

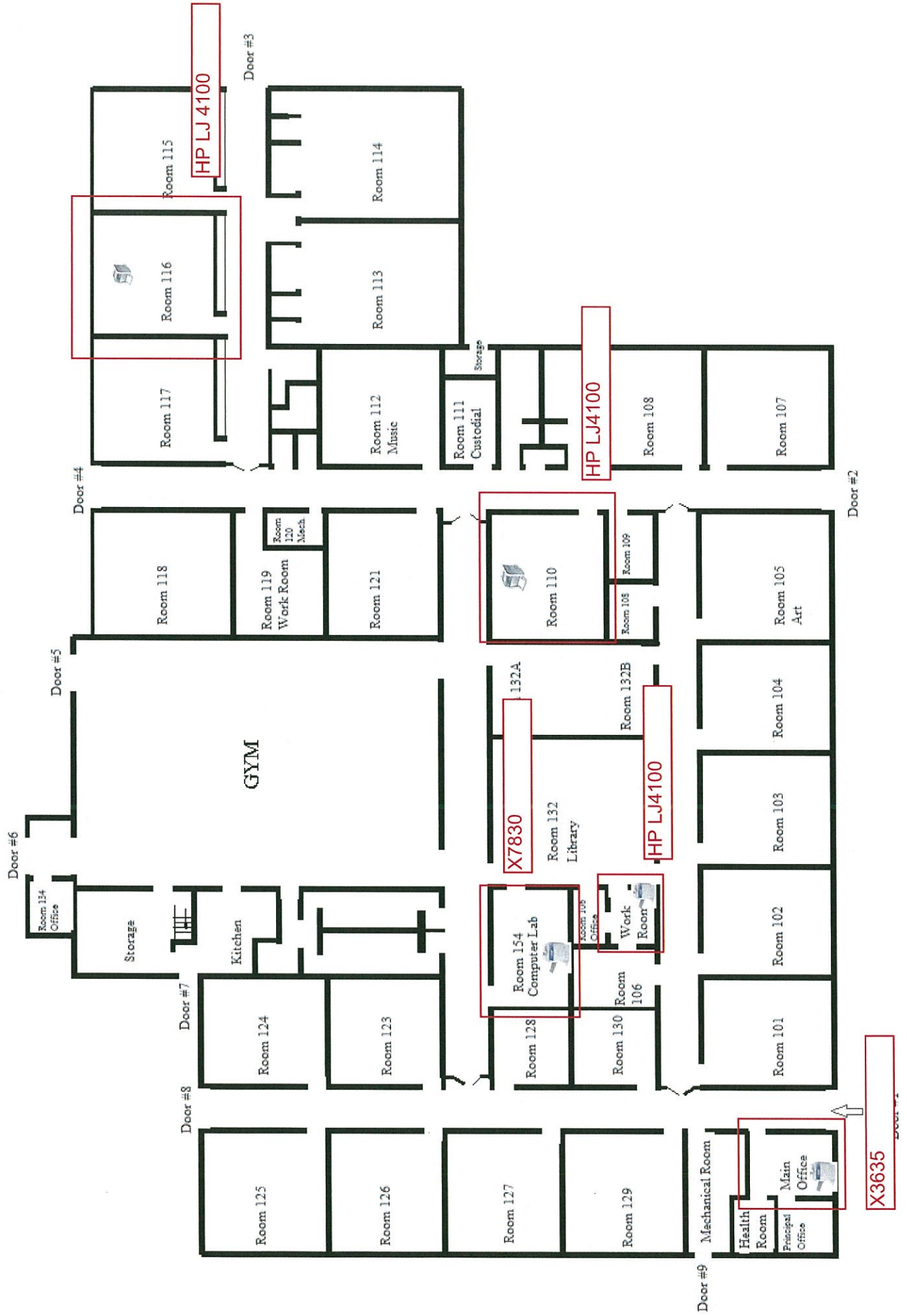
School	Location	Model	2015 Avg.	2016 Avg.	2 Yr. Avg.
AB	Office	MFP3635X	2242.00	2072.17	2157.09
	Lab B & W	W7830PT	3480.83	3301.42	3391.13
	Lab Color	W7830PT	1926.75	2635.33	2281.04
	Workroom	WC5335PT	7872.00	8233.25	8052.63
CL	109	HP LJ 4100	751.25	637.42	694.34
	116	HP LJ 4100	1005.5	540.00	772.75
	Office	MFP3635X	1779.92	1878.75	1829.34
	Teacher's Lounge B & W	W7830PT	5490.33	5221.75	5356.04
MA	Teacher's Lounge Color	W7830PT	2381.92	2745.00	2563.46
	Swamp	WC5335PT	7189.83	6069.83	6629.83
	Lab	HP LJ 4100	733.25	1031.50	882.38
	Office	MFP3635X	2142.33	1990.33	2066.33
RF	Lab B & W	W7830PT	4425.67	5239.17	4832.42
	Lab Color	W7830PT	2538.58	2532.67	2535.63
	Workroom	WC5335PT	4818.75	4180.42	4499.59
	Lab B & W	W7830PT	2593.67	2714.58	2654.13
KMS	Lab Color	W7830PT	2442.33	2226.50	2334.42
	Office	MFP3635X	1415.17	1353.42	1384.30
	Library	WC5335PT	4609.33	4037.83	4323.58
	Upper Level	MFP3635X	1110.58	1051.25	1080.92
	GAC B & W	W7830PT	7520.92	6570.92	7045.92
	GAC Color	W7830PT	2363.33	2210.17	2286.75
	Blue IMC B & W	W7830PT	8122.33	10057.00	9089.67
	Blue IMC Color	W7830PT	2708.42	3054.83	2881.63
	Blue Workroom	WC5335PT	3141.33	2915.17	3028.25

	Gold Office	MFP3635X	1896.25	2106.33	2001.29
	Copy Center	D95	506953.00	465447.00	486200.00
	Blue Office	HP LJ 4100	602.67	708.50	655.59
	B28	HP LJ 4100	611.75	901.08	756.42
	D1 (PLTW LAB)	HP LJ 5200	288.75	297.33	293.04
GHS	Office	WC5335PT	5683.50	5030.83	5357.17
	Food Service	MFP3635X	2603.25	2415.58	2509.42
	Guidance	MFP3635X	1597.17	1735.83	1666.50
	Room 141	WC5335PT	3087.92	2029.00	2558.46
	IMC B & W	W7830PT	9194.25	11075.67	10134.96
	IMC Color	W7830PT	792.42	1116.50	954.46
	Room 228 B & W	W7830PT	2701.67	2529.33	2615.50
	Room 228 Color	W7830PT	849.67	617.08	733.38
	Room 210	WC5335PT	4059.58	3138.67	3599.13
	Room 241	WC5335PT	7718.50	6344.25	7031.38
	Room 304a	WC5335PT	3226.50	3315.00	3270.75
	Copy Center	D95	306639.92	352786.00	329712.96
	GHS Guidance Secretary	HP LJ M402	968.50	831.83	900.17
	GHS Office (Beaty)	HP LJ 4250	1117.17	901.92	1009.55
	GHS Office (Sprengeler)	HP LJ 4250	799.92	716.08	758.00
	GHS 108A	HP LJ 4100	1201.83	429.33	815.58
	GHS 128	HP LJ 4100	707.33	704.33	705.83
	GHS 150 (IMC)	HP LJ 4250	422.42	398.83	410.63
	GHS 160	HP LJ 4000	1196.50	789.00	992.75
	GHS 171	HP LJ 700	762.42	262.00	512.21
	GHS 182	HP LJ 4100	1391.75	1058.25	1225.00

	GHS 184 (AUTOS)	HP LJ M553	243.75	37.75	140.75
	GHS 185	HP LJ 4100	178.42	132.75	155.59
	GHS 210 (SS OFC)	HP LJ P4014	5566.42	5786.33	5676.38
	GHS 225	HP LJ2300	879.67	2198.33	1539.00
	GHS 226	HP LJ P4515	2445.50	566.83	1506.17
	GHS 227	HP LJ 2300	446.50	436.00	441.25
	GHS 237A	HP LJ 4100	1717.50	1687.75	1702.63
	GHS 245	HP LJ 4100	410.83	290.42	350.63
	GHS 309A	HP LJ 4100	1014.92	1875.75	1445.34
DO	Curriculum B & W	W7830PT	5997.08	4542.25	5269.67
	Curriculum Color	W7830PT	2092.75	1860.67	1976.71
	Pupil Services	WC5335PT	9417.58	9470.83	9444.21
	Business Office	WC5335PT	13916.33	1320.42	7618.38
	Maintenance	MFP3635X	574.58	499.67	537.13
	Superintendent Office	WC5335PT	2907.42	1411.25	2159.34
	Business Office	HP LJ 9050	329.42	296.67	313.05
	Curriculum	HP LJ M604	203.00	2187.50	1195.25
	HR	HP LJ 4350	1456.92	1269.75	1363.34
Total			1001679.52	988057.15	994868.34
Monthly Avg.					
2 Year Avg.					

AMY BELLE SCHOOL

GERMANTOWN SCHOOL DISTRICT



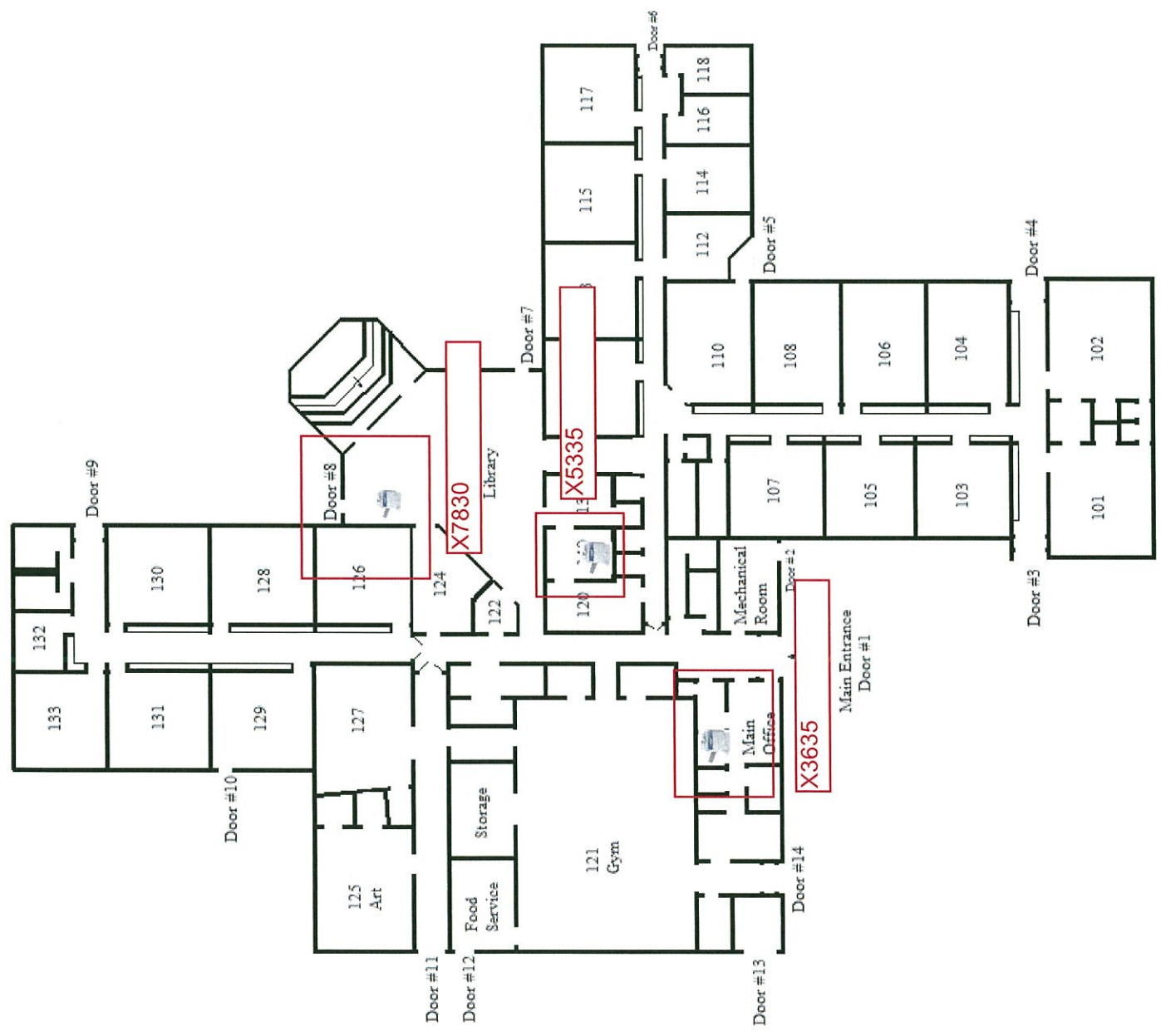
COUNTY LINE SCHOOL

Germanoma School District

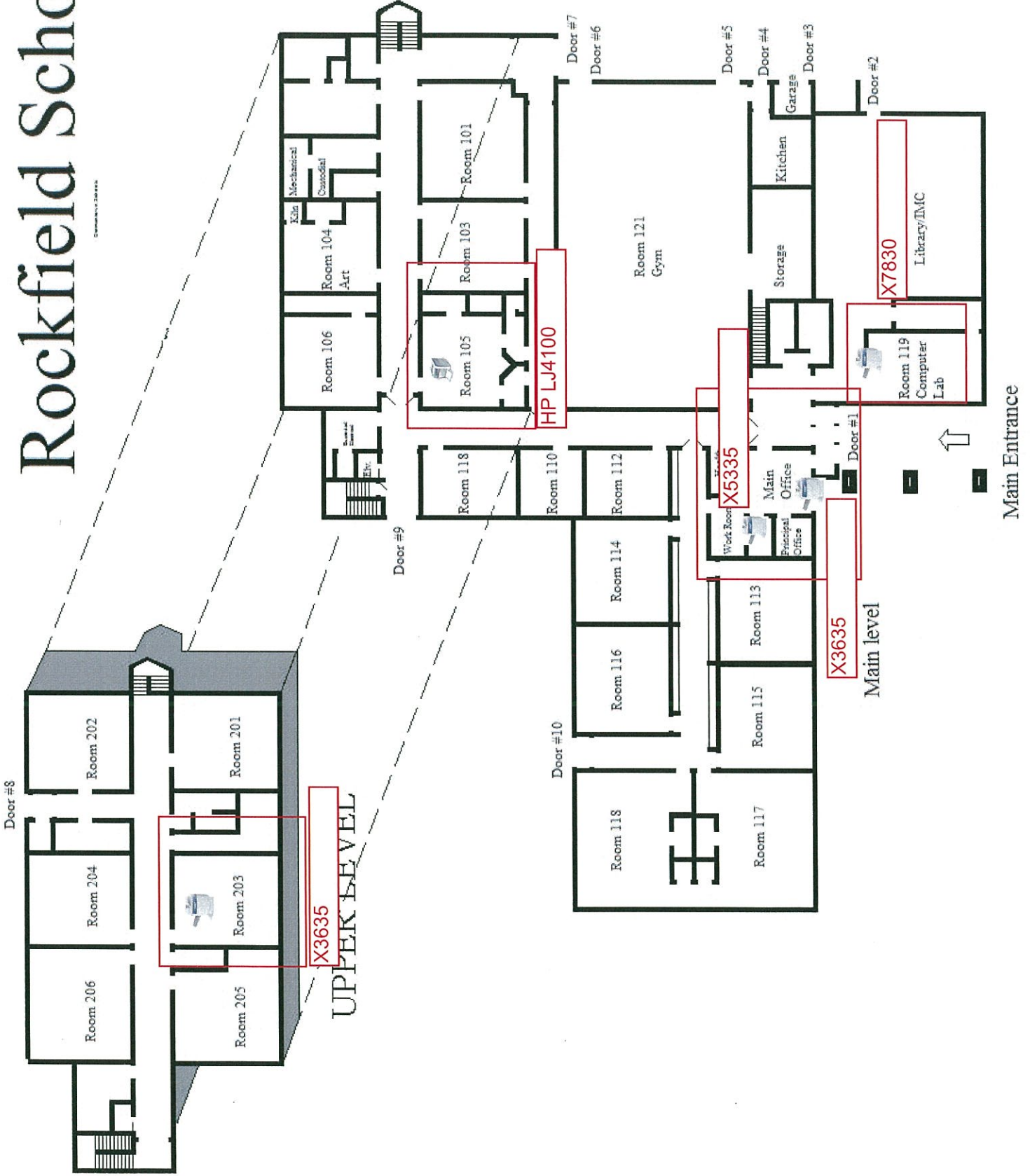


MACARTHUR SCHOOL

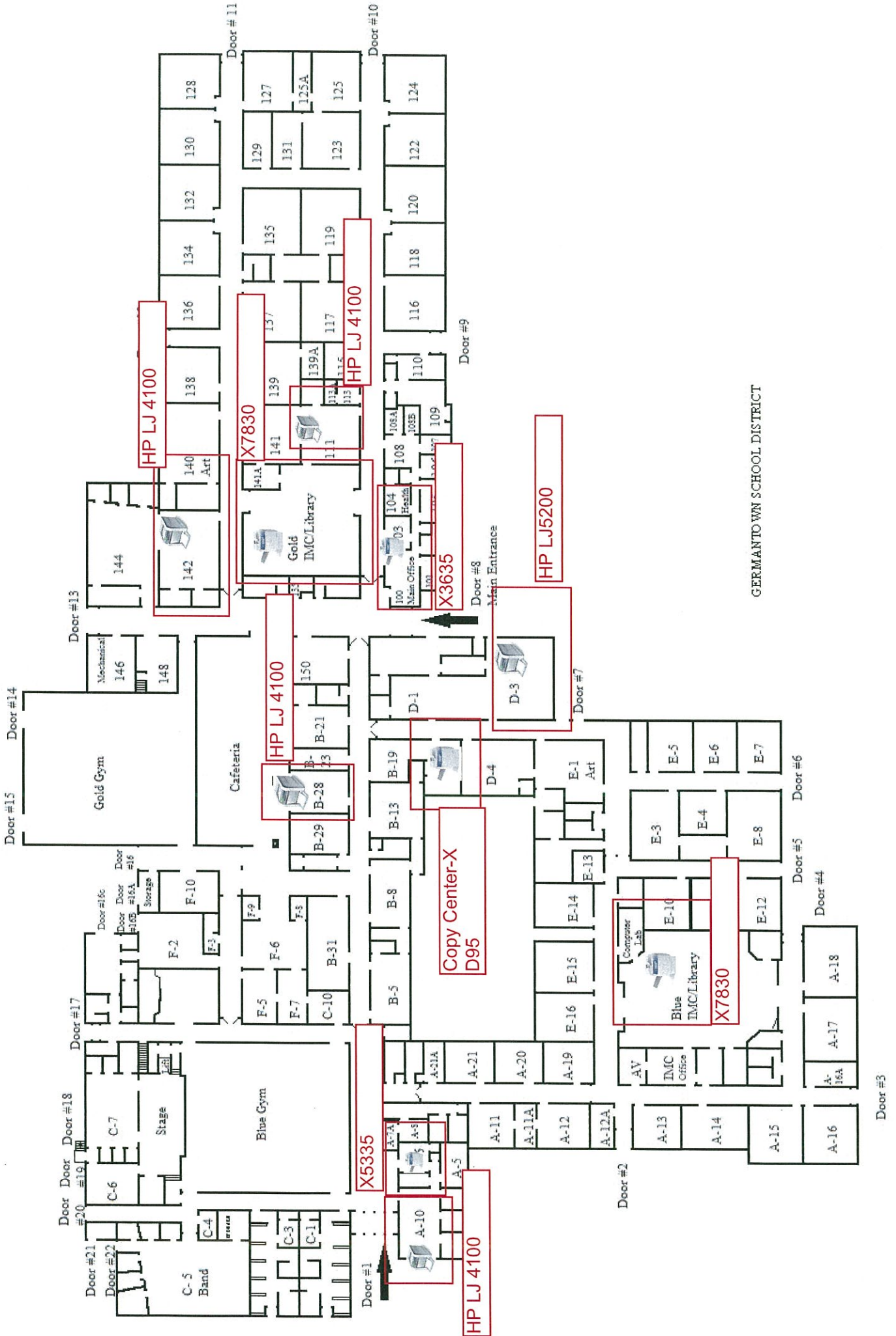
GERMANTOWN SCHOOL DISTRICT



Rockfield School



KENNEDY MIDDLE SCHOOL



GERMANTOWN SCHOOL DISTRICT

Door #3

