

**GERMANTOWN SCHOOL DISTRICT
NOTICE OF BOARD OF EDUCATION MEETING
District Administrative Offices - Board Room
N104 W13840 Donges Bay Road
Germantown, WI 53022**

**November 27, 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. November 13, 2017 Board of Education
 - B. November 13, 2017 Closed Session
- V. Correspondence, Reports, and Information Items
 - A. High School Early Graduates Update
 - B. Elementary Attendance Boundary Guide K12
 - C. District/School Report Card Update
 - D. Enrollment Report
 - E. District Initiative Update
- VI. Building Committee
 - A. Discussion and possible action to approve Trane Controls upgrade.
 - B. Update on additional items discussed at November 27, 2017 committee meeting.
- VII. Finance Committee
 - A. Discussion and action to approve purchases over \$15,000.
 - B. Discussion and update regarding Village of Germantown TID.
 - C. Update on additional items discussed at November 27, 2017 committee meeting.
- VIII. New Business
 - A. Discussion and action regarding Washington County Youth Risk Behavior Survey.
 - B. Discussion and action to approve donations.
- IX. Closed Session: The Board will entertain a motion to convene in closed session pursuant to Section 19.85(1)(c)(f) and (g), as well as Section 118.125 of the Wisconsin Statutes, as appropriate, to discuss the status of an employment investigation with related pupil issues, status of LTC litigation, and to confer with legal counsel and administration representatives regarding same. The Board will entertain a motion to reconvene into open session to take further action, if necessary and appropriate, and/or to entertain a motion to adjourn the meeting.

GERMANTOWN SCHOOL DISTRICT
GERMANTOWN, WISCONSIN 53022
MINUTES OF THE BOARD OF EDUCATION
November 13, 2017

1. The meeting of the Board of Education was called to order by Board Vice President Sarah Larson in the District Office Board Room at 7:09 p.m. Superintendent Jeff Holmes read the official meeting notification. Roll call: Larson – yes, Medved – yes, Borden – yes, Barney – yes, Spies – yes. Board members Soderberg and Loth absent (excused).
2. Motion by Barney, second by Borden to approve the agenda. Motion carried.
3. Paul Marks, President of the Menomonee Falls Swim Club addressed the Board regarding a potential partnering with the district for swim club in the future.
4. Motion by Spies, second by Barney to approve the October 23, 2017 Board meeting minutes. Motion carried (Medved abstained).
5. Student Representative Shree Dudhat reported on student activities and events in the district.
6. Director of Business Ric Ericksen updated the Board on the status of the bid process for the sale of the district owned property on Donges Bay Road adjacent to Kinderberg Park. All bids are due on December 6, 2017 and may be brought to the Board at the December 18, 2017 meeting.
7. The Board and administration discussed a proposed Washington County Youth Risk Behavior Survey. The superintendent will bring additional information back to the next meeting.
8. Director of Educational Systems Dr. Rick Grothaus updated the Board on the Growth Mindset initiative in the district.
9. Building Committee Chair Brian Medved updated the Board on discussion that took place at the November 13, 2017 committee meeting regarding the Trane Controls upgrade and indicated the committee is not bringing a recommendation to the Board yet and provided a construction project update from CD Smith that all projects are on schedule and on budget.
10. Motion by Spies, second by Medved to approve the Technology Education Equipment Acquisition proposal. Motion carried.
11. Motion by Barney, second by Borden to accept the donation of \$1,000 from the Kennedy Middle School PTA to 6th grade Junior Achievement and accept the donation of \$500 from the Kennedy Middle School PTA to the all-school acknowledgement day on November 22, 2017 and thank the donors for their generosity. Motion carried.
12. Motion by Spies, second by Barney to approve the overnight travel request for 150 students and 14 chaperones to travel to Orlando, FL April 19, 2019 to April 23, 2019 with all costs paid through club funds. Motion carried.

13. Motion by Spies, second by Medved to approve the overnight travel request for 19 cheer team students with chaperones, to travel to La Crosse, WI March 2, 2018 to March 3, 2018 to attend the WACPC State Cheer Competition with all costs paid through club funds. Motion carried.
14. Motion by Spies, second by Medved to approve the Honors Pre-calculus course for the 2018-2019 school year. Motion carried.
15. Motion by Borden, second by Barney to convene in closed session pursuant to Section 19.85(1)(c) and (f), as well as Section 118.125 of the Wisconsin Statutes, as appropriate, to discuss the status of an employment investigation and related pupil issues, and to confer with legal counsel and administration representatives regarding same. Motion carried (rollcall vote).
16. The Board entered into closed session at 7:56 p.m. and did not return to open session, adjourning at 9:12 p.m.

Jayne Borst
Recording Secretary

Lester Spies
School Board Clerk

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: District Report Card

FROM: Jeff Holmes

BOARD MEETING: November 27, 2013

DATE: November 22, 2017

AGENDA ITEM: V. C.

BACKGROUND:

The State's 2016-17 district/state report cards were released publicly on Tuesday, November 21. Enclosed, please find a copy of the District's report card and accompanying DPI document that addresses concerns regarding statistical anomalies associated with this year's cards. DPI was presented with over 300 plus inquiries by school districts throughout the State with concerns regarding extensive point differentials without significant change to past performance and assessment results. Germantown School District is one of those districts awaiting further information from DPI and Wisconsin Center for Education Research at UW-Madison (WCER) to help clarify for interpretive purposes.

RECOMMENDATION: Information only.



Germantown

District Report Card | 2016-17 | Summary

Overall Score



Exceeds Expectations

Overall Accountability Ratings	Score
Significantly Exceeds Expectations	83-100 ★★★★★
Exceeds Expectations	73-82.9 ★★★★☆
Meets Expectations	63-72.9 ★★★☆☆
Meets Few Expectations	53-62.9 ★★☆☆☆
Fails to Meet Expectations	0-52.9 ★☆☆☆☆

Priority Areas

Student Achievement

English Language Arts (ELA) Achievement
Mathematics Achievement

District Score	Max Score	State Score	Max Score
80.2/100		66.7/100	
40.0/50		34.3/50	
40.2/50		32.4/50	

District Growth

English Language Arts (ELA) Growth
Mathematics Growth

District Score	Max Score	State Score	Max Score
60.4/100		66.0/100	
24.5/50		33.0/50	
35.9/50		33.0/50	

Closing Gaps

English Language Arts (ELA) Achievement Gaps
Mathematics Achievement Gaps
Graduation Rate Gaps

District Score	Max Score	State Score	Max Score
61.5/100		61.7/100	
17.6/25		17.3/25	
16.6/25		16.8/25	
27.3/50		27.6/50	

On-Track and Postsecondary Readiness

Graduation Rate
Attendance Rate
3rd Grade English Language Arts (ELA) Achievement
8th Grade Mathematics Achievement

District Score	Max Score	State Score	Max Score
93.5/100		86.5/100	
38.4/40		36.4/40	
38.8/40		37.1/40	
8.1/10		7.0/10	
8.2/10		6.0/10	

Student Engagement Indicators

Absenteeism Rate (goal <13%)
Dropout Rate (goal <6%)

Total Deductions: 0

Goal met: no deduction
Goal met: no deduction

District Information

Grades	PK-12
Enrollment	3,951
Within District Mobility	0.1%
Between District Mobility	2.2%

Race/Ethnicity

American Indian or Alaskan Native	0.2%
Asian	5.3%
Black or African American	3.9%
Hispanic/Latino	4.7%
Native Hawaiian or Other Pacific Islander	0.1%
White	82.4%
Two or More Races	3.4%

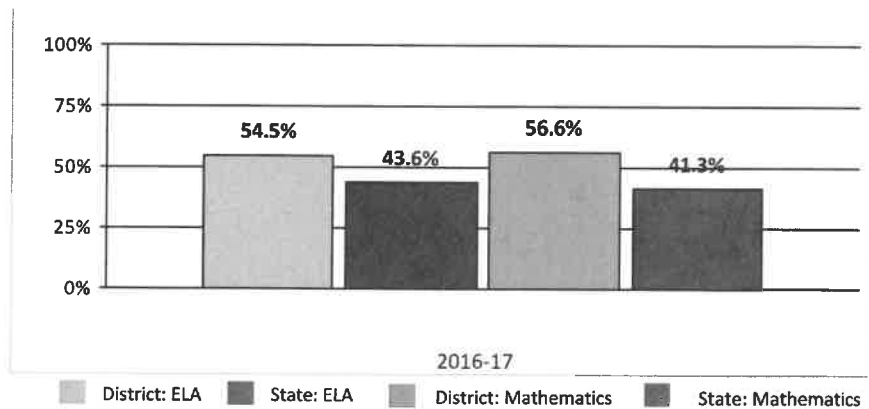
Student Groups

Students with Disabilities	11.8%
Economically Disadvantaged	13.9%
Limited English Proficient	1.3%

Wisconsin Student Assessment System Percent Proficient and Advanced

Includes Forward Exam (grades 3-8), ACT (grade 11), and Dynamic Learning Maps (grades 3-8 and 11)

State proficiency is for all tested grades: 3-8 and 11



^Note: Outlier score fluctuation is noted by ^ when any school or district report card has a 10-point or greater change (up or down) in both Overall Score and Growth Score. This amount of change may or may not be reflective of actual school/district performance. DPI encourages review of other priority area scores in the detailed report card for a better understanding of school performance. Details: <http://dpi.wi.gov/accountability/report-cards>



Germantown

District Report Card | 2016-17 | Notes

Rating Category Descriptions

- **Significantly Exceeds Expectations:** District greatly exceeds state expectations for student achievement, student growth, educational equity, and preparing students for educational milestones, including college and career readiness.
- **Exceeds Expectations:** District exceeds state expectations for student achievement, student growth, educational equity, and preparing students for educational milestones, including college and career readiness.
- **Meets Expectations:** District is meeting some state expectations for student achievement, student growth, educational equity, and preparing students for educational milestones, including college and career readiness.
- **Meets Few Expectations:** District is meeting few state expectations for student achievement, student growth, educational equity, and preparing students for educational milestones, including college and career readiness.
- **Fails to Meet Expectations:** District is failing to meet state expectations for student achievement, student growth, educational equity, and preparing students for educational milestones, including college and career readiness.

Priority Areas

- **Student Achievement** measures the level of knowledge and skills among students in the district, compared to state and national standards. It includes a composite of English language arts (ELA) and mathematics performance by the “all students” group in the Wisconsin Student Assessment System (WSAS) for all tested grades in the district.
- **District Growth** describes how much student knowledge of ELA and mathematics in the district changes from year to year. It uses a value-added score that compares the change in a student's scores to those of observationally similar students.
- **Closing Gaps** provides a measure that reflects the statewide goal of having all students improve, while narrowing the achievement and graduation gaps between groups of students. This measure acknowledges districts that raise the performance of traditionally lagging student groups, contributing to the closure of statewide gaps.
- **On-Track and Postsecondary Readiness** indicates the success of students in the district in achieving educational milestones that predict postsecondary success. It includes the graduation rate and the attendance rate as applicable to the district. It also includes measures of third-grade ELA and eighth-grade mathematics achievement as applicable to the district.

Student Engagement Indicators

Student Engagement Indicators are measures outside the four Priority Areas that affect student success or the soundness of the report card. Each indicator has a goal, and districts that fail to meet that goal receive a point deduction from their Overall Accountability Score. Goals were set by looking at statewide data and establishing thresholds that identify districts contributing the most to lowering Wisconsin's overall performance in the areas below. Note that Test Participation is no longer a Student Engagement Indicator, so there is no longer a deduction when this rate falls below 95 percent. Test participation among subgroups is still reported on the Student Engagement Indicators page for informational purposes only and is not used in district scoring on the 2016-17 report cards.

- **Absenteeism Rate:** This indicator describes the proportion of students in the district who attend school less than 84.1% of the time. If the absenteeism rate in the district is 13% or more, five points are deducted. The absenteeism rate is different from the attendance rate because it measures students who are absent from school a certain amount of time, not how often students are present in school.
- **Dropout Rate:** The goal for all districts is to have a dropout rate of less than 6%. A district not meeting the goal has five points deducted from its score. Note that dropout rate is not the opposite of graduation rate. A dropout rate includes any student who leaves school in grades 7-12 without expecting to earn a high school diploma, while a graduation rate counts students who earn a high school diploma within a certain time (four or six years) after starting ninth grade.

About the Data

- The data presented in this report card are for public and state accountability purposes.
- Student performance on the Wisconsin Student Assessment System (WSAS) is the foundation of report cards. WSAS data include Forward Exam, ACT and Dynamic Learning Maps (DLM) in 2015-16 and 2016-17; Badger Exam, ACT and DLM in 2014-15; and Wisconsin Knowledge and Concepts (WKCE) and Wisconsin Alternate Assessment - Students with Disabilities (WAA-SwD) in 2013-14 and before.
- Some supplemental data that are not used in accountability calculations are presented in this report card for informational purposes in order to provide context. Additional data on student performance are available here: <http://dpi.wi.gov/wisedash>.
- To protect student privacy, data for groups of fewer than 20 students are replaced by asterisks on public report cards.
- "NA" is used when data are Not Applicable, e.g., a district that does not graduate students will have NA listed for graduation results.
- The calculations used in this report card are described in the Technical Guide and Interpretive Guide: <http://dpi.wi.gov/accountability/report-cards>
- State comparison scores shown on page one are shown for context only. They are not used to determine this district's score or rating.

Report Card Brief

Score Fluctuations in Accountability Report Cards

Many school and district report card scores have fluctuated since last year.

While conducting internal reviews and quality assurance checks prior to the secure release of the preliminary Accountability Report Cards, staff from the Office of Educational Accountability (OEA) noticed large score changes for many – but not all – schools and districts. Compared to last year’s report card scores, these fluctuations appear in both Overall Scores and particularly in the Growth priority area scores. Across the board, the Growth priority area had the largest average score change of the four priority areas on the report card, and is the largest driver of the average change in Overall Score between years. Some schools and districts will see significant value-added score fluctuations between the 2015-16 and 2016-17 report card years, resulting in large Growth score and Overall Score changes across the two years.¹

Use caution.

Because score fluctuations are larger this year, and more widespread than would be expected, a cautious approach to report card interpretation is needed. Larger than expected year-to-year score fluctuations are considered outliers and noted by ^ when a school or district has a 10-point or greater change (up or down) in both their Overall Score and Growth Score. As such, please use caution when reviewing report cards that have ^ symbol next to their rating as it is unclear whether the change in scores is due to an actual change in school/district performance, or a symptom of statistical volatility.

Look deeper.

DPI encourages exploration of priority area scores and data for all schools, and particularly for schools that fall within the parameters for the ^ symbol. An examination of the student achievement priority area will uncover performance trends, and the closing gaps priority area shows how a school or district is contributing to closing statewide achievement gaps.

Value-Added calculations are driving the bulk of the score fluctuations.

2015 Wisconsin Act 55 (Act 55) required the use of a value-added growth calculation in the Growth priority area on the Accountability Report Cards, replacing student growth percentiles as of 2015-16 report cards. Value-added growth models utilize statistical controls and processes that can result in considerable fluctuation in year-to-year growth scores. These fluctuations are not necessarily reflective of actual amount of change at the school or district level. These fluctuations became apparent upon review of the value-added data produced by the University of Wisconsin for use in the accountability index. It is important to note that while variation is inherent to value-added methodologies, a change in statewide assessment, from Badger to Forward, is likely to have contributed to some of the volatility in the value-added scores. Additional years of Forward test data should partially mitigate this issue.

Variable weighting exacerbates the score fluctuations.

Intensifying these score fluctuations is variable weighting, which was also legislated under Act 55. Variable weighting places more weight on school and district Growth scores as rates of economically disadvantaged students (ECD) increase. This added weight on the Growth score amplifies the impact of

¹ For detailed analysis of the score fluctuations, see OEA’s Technical Memo.

score volatility on school and district scores, causing large fluctuations in the number of stars some schools or districts received on their 2015-16 and their 2016-17 Report Cards.

Score fluctuations have more impact on small subgroups/schools/districts as well as schools with high ECD rates.

Schools of different sizes are affected differently by this volatility in scoring. Statistically, more data points lead to more stability and reliability. We see that scores are more stable for Wisconsin's large schools and less stable for Wisconsin's small schools, and in schools that have small student subgroups. Since variable weighting is based on ECD rates, the higher the ECD rate for a school, the more impact the value-added calculation bears on overall scores.

Score fluctuations fall outside of the expected and typical year-to-year fluctuations.

Accountability scores fluctuate to some extent each year due to randomness and standard measurement error, but the average size of fluctuations should be similar year-to-year. However, the trend in score fluctuations in report cards since Act 55 are outside of the expected range of variability.

- Prior to the 2015 introduction of value-added Growth scoring and variable weighting that changed the weight of Growth, report card scores were relatively stable on a year-to-year basis. For example, about one-third of schools changed by at least one rating category on the 2012-13 and 2013-14 report cards. Between 2015-16 and the current 2016-17 report cards, nearly 42% of schools changed at least one rating category.
- There are also larger score differences. Prior to Act 55 less than 1% of schools changed two or more categories over the course of a report card year. This year, with the 2016-17 report cards, 3.7% of schools moved two or more categories.
- The 2016-17 report cards use the same measures and weighting formula as the 2015-16 report cards, yet there is still more volatility between the 2015-16 and 2016-17 Report Card score distributions and the comparable score distributions prior to the legislative changes. The average overall score annual change prior to Act 55 was about 3.3 points. Since Act 55, the average score change is 5.8 points.

Score fluctuations are expected to continue.

Although volatility in value-added scores may decrease with another year of Forward testing, score fluctuations are likely to continue, especially for smaller schools and districts. The Department strives for a valid, reliable, and fair accountability system and has been working to produce the most accurate report cards possible. Stabilizing accountability scoring and investing in the integrity of the accountability system is a top priority, but any modifications to these metrics require legislative action. To that end, the Department is engaging state policymakers, technical experts and stakeholders about how best to address these issues.

We also strive for transparency and stakeholder engagement to increase understanding of the state accountability system. To that end, working with schools and districts to understand their report card scores remains our first priority.

Further Information

For further information on report card score changes, please see the [score flux](#) page. For explanatory information on the Accountability Report Cards, the priority areas included, and the calculations within, please see the [resources](#) page.

V.D.

ENROLLMENT 2017-18 (Revised 11/22/17)

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	24/25/25	17/17/18	24/24/25	23/23/23	23/24/24			
	3	3	3	3	3	3			
2016-17	66	64	80	64	81	70	425	19	
	22/22/22	21/21/22	20/20/20/20	21/21/22	27/27/27	23/23/24			
	3	3	4	3	3	3			
2017-18	48	67	66	85	67	81	414	20	
	16/16/16	22/22/23	22/22/22	21/21/21/22	22/22/23	27/27/27			
	3	3	3	4	3	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	22/22/23/23	19/19/20/20	18/18/19/19	23/23/23/24	22/23/23/24			
	3	4	4	4	4	4			
2016-17	78	68	85	76	70	97	474	22	
	20/19/20/19	*22/23/23	21/21/21/22	19/19/19/19	23/23/24	24/24/24/25			
	4	3	4	4	3	4			
2017-18	64	83	70	91	76	71	455	20	
	21/21/22	20/21/21/21	22/24/24	22/23/23/23	24/26/26	23/24/24			
	3	4	3	4	3	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	20/20/20	16/17/17	22/23/23	23/23/23	23/23/24			
	3	3	3	3	3	3			
2016-17	41	62	65	54	70	73	365	17	
	21/20	21/20/23	22/22/21	17/18/19	23/24/23	24/24/25			
	2	3	3	3	3	3			
2017-18	61	40	68	67	54	70	360	17	
	19/20/22	20/20	22/23/23	22/22/23	18/18/18	23/23/24			
	3	2	3	3	3	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	18/18/19	21/22	22/22/22	24/25	21/21/21			
	2	3	2	2	2	3	15	15.0	
2016-17	58	44	58	46	68	54	328	328	
	19/19/20	22/22	19/19/20	23/23	22/23/23	27/27			
	3	2	3	2	3	2	15	15.0	
2017-18	53	65	42	57	52	69	338	338	
	17/18/18	21/22/22	21/21	19/19/19	26/26	23/23/23			
	3	3	2	3	2	3	16	16.0	
Totals by Grade	EC	K	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	TOTAL	EC
2015-16	42	228	278	223	281	280	297	1587	1629
2016-17	27	243	238	288	240	289	294	1592	1619
2017-18	21	226	255	246	300	249	291	1567	1588
Springsted Projections		233	249	255	264	272	278	1551	

KENNEDY MIDDLE SCHOOL (301)	KENNEDY				GHS (401)	GHS				
	Grade 6	Grade 7	Grade 8	TOTAL		Grade 9	Grade 10	Grade 11	Grade 12	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							
2017-18	303	319	280	902	2017 - 18					
	12	11	12	35		358	332	342	349	1381
	25.3	29.0	23.3							
Springsted Projections	296	309	271	876		392	348	412	351	1503

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	3850

ECH	
AB	6
CL	4
Mac	2
RK	9
In G'town Schools	21
Options	5
TOTAL	26
Pending	2

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education **TOPIC:** Trane Controls Proposal
FROM: Ric Ericksen **BOARD MEETING:** November 27, 2017
DATE: November 21, 2017 **AGENDA ITEM:** VI.A.

BC Agenda Item(s): VI. B.

Please see the November 13, 2017 Building Committee packet for information previously presented.

Recommendation to the Board of Education and Building Committee:

Bring forward to the Board of Education with a positive recommendation to approve the Trane Controls Proposal in an amount not to exceed \$804,300 for the project cost and the 10-year finance leasing agreement not to exceed 2.85% as presented on the Pricing and Acceptance schedule to be funded out of Fund 41 Capital Projects fund. In addition, authorize the Director of Business and Auxiliary Services to give notice of termination to Johnson Controls under the terms of the service agreement currently in place.

Note: There are two reasons that this items is going to the full board, even though the funding recommendation is Fund 41: 1) The cost of the item is significant. In the past, such items as asphaltting and roofing has been funded out of Fund 41 but also advanced to the full Board for additional transparency (as opposed to many smaller items i.e. the Art Room); 2) More importantly contracts (the Trane lease agreement and Trane service agreement) are involved and a motion at a regular board meeting is required in this regards.

Background/Attachment(s):

Don Erickson, Director of Buildings & Grounds and Trane Officials will review the attached documents with committee members.

Please know that the Owners Group has recommended that this be brought to the Building Committee and that the Owner's Group members are in unanimous agreement to install Trane heating and air conditioning control systems throughout the district.

Please see attached page(s).



Looking Beyond First Cost

- Trane Advantage
 - Our goal is to build a long term partnership with the district to reach for excellence together
 - Energy Services (Increased visibility)
 - Proven track record with the district
 - Equipment life cycle of up to 30 years when paired with our controls (Industry average is 10-15 years)
 - Standardization of controls, graphics & naming across district
 - Factory trained technicians to support the district's investment
- Investment in Education
 - Spoke with students about career opportunities in the field of energy conservation
 - Established dashboards showcasing the district's improvements in the learning environment and energy usage
 - Presented opportunities to collaborate on developing an HVAC technical education program and lab
- Support Beyond the Sale
 - Consultative & Energy Services with Building/Energy Performance
 - Remote monitoring with data collection & analysis
 - Monthly reviews with district staff outlining areas of operational improvements
 - Quarterly reports presented to school board on energy usage
 - Coaching of district staff for operational excellence
- Energy Summary
 - Energy modeling estimates that the annual energy costs could increase by \$228k due to the additional square footage being added in the district
 - The prior Performance Contracting project included a \$134k guaranteed savings
 - 2016 vs 2017 Savings (January to October)
 - Kennedy Middle School: \$5,728
 - High School: \$3,705
 - Annual energy savings for the additional square footage at Kennedy Middle School & High School is estimated to be \$19k per year
- Project Pricing Summary (Total Price: \$745,155)
 - District Standardization: \$12,300
 - Kennedy Middle School: \$204,670
 - High School (Including controls for BP#1): \$436,185
 - 5 Year Service Agreement: \$92,000*

***Note: 5 year savings when compared to existing agreement is over \$87k with including the additional Trane services**
- Project Funding Options
 - Tax Exempt Lease Purchase - 10 Year Financing Term at 2.85%
 - Anticipated Discount Program (ADP)
 - Discount currently is 5% APR and requires prepayment of contract (full or partial) and is calculated based on receipt of payment, ship date of equipment and installation of control systems



Trane Controls Proposal



Controls Proposal For:
Richard Ericksen
Director of Business & Auxiliary Services
Germantown School District
N104 W13840 Donges Bay Road
Germantown, WI 53022 U.S.A.

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

Local Trane Representative:
Ashley Henderson
Account Manager
Cell: (414) 208-9007

Proposal ID: 2375850

Date: November 16, 2017



Prepared For:
Richard Ericksen

Date:
November 16, 2017

Job Name:
GSD - Controls Migration

Proposal Number: 2375850

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work

“Scope of Work” is based on the following negotiated scope of work with Richard Ericksen based on converting the control system within Germantown School District to a Trane Control System.

Scope of Work

Trane Tracer Control System Upgrade and Services:

- Project Development of District Control Standards
- Project Management & Coordination
- Project Engineering for Controls
 - Control Installation Drawings (Includes “As Built” drawings)
- Trane Tracer Ensemble Integration (existing)
 - Includes
 - System Commissioning
 - Point Naming & Alarm Set-Up
 - Graphics (Based on developed Standard)
 - School Dashboard Programming
 - District Dashboard Programming
 - Trane Tracer Ensemble System Training (8 hours)
- (1) Year Parts & Labor Warranty on Supplied Components
- (5) Year Controls BAS Agreement
 - 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 backups
 - Tracer Ensemble firmware upgrades and backups
 - Integration into Trane Energy and Building Performance to maximize energy usage and equipment efficiencies



High School:

- BP#1
 - Includes: Furnish, install & wire Trane UC Controllers for integration
 - Programming & Commissioning
- Trane Tracer SC Main System Controllers
 - Includes:
 - Installation & Wiring
 - Set-Up & Licensing
- Trane AirFi™ Wireless Communication Link
 - Includes:
 - Installation of Trane Wireless Coordinators to integrate with the Trane AirFi™ Wireless network installed as part of the Referendum
- Air Handling Units
 - Includes:
 - Furnish, install & wire Trane UC Controllers w/temperature sensors
 - Furnish, install & wire Trane AirFi™ Wireless Transmitters on the units
 - Furnish & install zones sensors where specified
 - Programming & Commissioning
- Make-up Air Units
 - Includes:
 - Furnish, install & wire Trane UC Controllers w/End Devices for control/monitoring
 - Furnish, install & wire Trane AirFi™ Wireless Transmitters on the units
 - Furnish & install zones sensors where specified
 - Programming & Commissioning
- Chiller Plants
 - Includes:
 - Labor to integrate to Trane Controller and End Devices for control/monitoring
 - Programming & Commissioning
- Hot Water Plants
 - Includes:
 - Labor to integrate to Trane Controller and End Devices for control/monitoring
 - Programming & Commissioning
- VAV Boxes (w & w/o Fin Tube Radiation)
 - Includes:
 - Furnish, install & wire Trane UC Controllers (replace pneumatic boxes where needed)
 - Furnish, install & wire Trane AirFi™ Wireless Transmitters on the unit
 - Furnish & install Wireless Zone Temperature Sensors and CO2 Sensors
 - Programming & Commissioning
- Booster Coil Units
 - Includes:
 - Furnish, install & wire Trane UC Controllers w/ temperature sensors
 - Furnish, install & wire Trane AirFi™ Wireless Transmitters on the unit
 - Furnish & install Wireless Zone Temperature Sensors and CO2 Sensors
 - Programming & Commissioning
- Power Meter Integration
 - Integrate existing Setra Power Meters
 - Commissioning



Kennedy Middle School:

- Trane Tracer SC Main System Controllers
 - Includes:
 - Installation & Wiring
 - Set-Up & Licensing
- Trane AirFi™ Wireless Communication Link
 - Includes:
 - Installation of Trane Wireless Coordinators to integrate with the Trane AirFi™ Wireless network installed as part of the Referendum
- Air Handling Units
 - Includes:
 - Furnish, install & wire Trane UC Controllers w/ temperature sensors
 - Furnish, install & wire Trane AirFi™ Wireless Transmitters on the units
 - Furnish & install zones sensors where specified
 - Programming & Commissioning
- Air Cooled Chiller Plant
 - Includes:
 - Furnish, install & wire Trane UC Controllers w/ temperature sensors
 - Programming & Commissioning
- Hot Water Plant
 - Includes:
 - Labor to integrate to temperature sensors and Trane UC Controller installed with Referendum
 - Programming & Commissioning
- VAV Boxes (w & w/o Fin Tube Radiation)
 - Includes:
 - Furnish, install & wire Trane UC Controllers (replace pneumatic boxes where needed)
 - Furnish & install Wireless Zone Temperature Sensors and CO2 Sensors
 - Programming & Commissioning
- Booster Coil Units
 - Includes:
 - Furnish, install & wire Trane UC Controllers w/ temperature sensors
 - Furnish, install & wire Trane AirFi™ Wireless Transmitters on the unit
 - Programming & Commissioning
- Exhaust Fans
 - Furnish, install & wire Trane UC Controllers w/ end devices for monitoring
 - Furnish, install & wire Trane AirFi™ Wireless Transmitters on the unit
 - Furnish & install Wireless Zone Temperature Sensors and CO2 Sensors
 - Programming & Commissioning
- Unit Vents (Qty 3)
 - Furnish, install & wire Trane UC Controllers w/ temperature sensors
 - Furnish, install & wire Trane AirFi™ Wireless Transmitters on the unit
 - Furnish & install Wireless Zone Temperature Sensors and CO2 Sensors
 - Programming & Commissioning
- Lighting Integration
 - Includes:
 - Furnish, install & wire relays to integrate for control/monitoring
 - Commissioning
- Power Meter Integration
 - Integrate existing Setra Power Meters
 - Commissioning



Clarifications & Exclusions:

General:

- Work will be performed during normal Trane business hours.
- The above pricing does not include integration of any equipment not specified above.
- Pricing based on acceptance of all referendum alternates.
- The above pricing does not include labor to assist the air and water balancer. Any additional time required will be billed at our current T&M rate of \$169.00/hr.
- Trane will reuse existing control panels, valves, variable frequency drives, dampers, actuators and relays unless specifically noted above.
- The above pricing does not include connecting of the Trane Tracer Control System components to the customer's local area network (LAN). All data ports, switches, routers and cabling to be provided by others.
- Any exposed wiring would be installed in conduit. Any wiring above the plenum would be plenum rated and ran in existing raceways or properly supported.
- The above pricing includes a (1) one year parts and labor warranty on supplied components upon substantial completion which includes labor for modifications to the controls system for defects in workmanship only. Any customer requests for modifications to the controls system that are not considered a defect in workmanship would be billed separately at Trane current T&M service rates.
- The above pricing includes a (5) five year controls service agreement for Kennedy Middle School and the High School.
- The above pricing does not include providing any software.
- The above pricing does not include labor to assist Commissioning Agent for verification of the systems. Trane would provide a separate quote/bill if this service is required.



Pricing and Acceptance

Richard Ericksen
Director of Business & Auxiliary Services
Germantown School District
N104 W13840 Donges Bay Road
Germantown, WI 53022 U.S.A.

Price

Total Net Price (excluding interest and fees).....\$ 745,155

The above pricing includes a (5) five year Controls BAS Agreement totaling \$ 92,000

*Tax Exempt Lease Purchase Option 10 Year Financing Term at 2.85%

Respectfully submitted,

Ashley Henderson
Account Manager
Trane U.S. Inc.



ACCEPTANCE

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

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Ashley Henderson	Cell: (414) 208-9007
CUSTOMER ACCEPTANCE Germantown School District	Proposal Date: November 16, 2017
Authorized Representative	TRANE ACCEPTANCE Trane U.S. Inc.
Printed Name	Authorized Representative
Title	Printed Name
Purchase Order	Title
Acceptance Date:	Signature Date
	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon 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 provide Work in accordance with the Proposal and the 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 the Work 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 Work rendered by Company to the date of cancellation.
2. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
3. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
4. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
5. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
7. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. 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.
8. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
9. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
10. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
11. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
12. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or



fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, 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 Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area 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 Work site for the presence of Hazardous Materials.

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 shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work 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; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

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

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend 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 tangible personal property, to the extent caused by the negligence or misconduct of their 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. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY).** In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. 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 WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

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



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

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's 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.

23. 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.

24. U.S. Government Work.

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 Work is 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 work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

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

1-26.251-10(0315)

Supersedes 1-26.251-10(0614)



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 teardown 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, 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
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 become aware. Any breach in privacy of which Customer become 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 or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a)



if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)
Supersedes 1-26.130-7 (1114)



TERMS AND CONDITIONS – Energy Performance Subscription

1. Terms Supplemental. These terms and conditions (“EP Subscription Terms”) are supplemental to the Terms and Conditions (Service) and an integral part of Company’s offer to sell Software as a Service that provides internet-based access to the hosted Energy Performance (EP) application (“EP Subscription”) as part of a Trane Intelligent Services offer. The Terms and Conditions (Service) apply to the EP Subscription, except as the context indicates otherwise.

2. Definitions.

“Malicious Code” means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.

“Customer Data” means all Customer electronic data or information collected through and stored in connection with the EP Subscription.

“Users” means individuals who have been authorized by Customer to use the Services and who have been supplied user identifications and passwords to access the Services by Customer (or by Company at Customer’s request). Users may include but are not limited to Customer’s employees, consultants, contractors and agents; or third parties with which the Customer transacts business. Persons or entities that are competitors to Company are not authorized to access or use the Services and may not be permitted by Customer to access or use the Services.

3. Software as a Service EP Subscription. Upon commencement of the EP Subscription and for the EP Subscription Term, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the EP Subscription services solely for your internal business operations and subject to the EP Subscription Terms and Conditions (Service). Customer may allow its Users to use the EP Subscription services for this purpose and Customer is responsible for Users’ compliance herewith. Customer agrees that it does not acquire any license to the Energy Performance program. The EP Subscription includes provisions for the collection of data from meters, loggers, systems, or devices (“Data Collection”) and regular database backups. The EP Subscription does not cover support of Customer’s computer hardware, data network, or communications infrastructure, or Internet browsers used to access the EP Subscription. Customer hereby accepts, and upon initial use of EP Subscription, each Customer User will be required to accept these EP Subscription Terms. User access shall terminate on the same date as the applicable EP Subscription Term.

4. Subscription Term. The initial EP Subscription Term commences on the date that Customer receives access to the EP Subscription service and continues for as long as set forth in the Proposal, subject to automatic renewal for succeeding 12 month terms as provided in the Terms and Conditions (Service).

5. Customer’s Responsibilities. Customer shall (i) be responsible for Users’ compliance with these terms and conditions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the EP Subscription, and notify Provider promptly of any such unauthorized access or use, (iii) use the EP Subscription only in accordance with these terms and conditions and Customer’s Service Agreement with Trane and applicable laws and government regulations, (iv) provide Company with all necessary cooperation in relation to these terms and conditions and necessary access to such information as may be required for providing the EP Subscription, and (v) pay all fees when due for the EP Subscription and Service Agreement. Customer shall not (i) permit any third party to access the EP Subscription or physical hardware deployed at Customer’s facilities to enable operation of the EP Subscription except as expressly permitted herein or in an Order Form, (ii) modify or create derivative works based on any part or content of the EP Subscription, (iii) copy, frame or mirror any part or content of the EP Subscription, other than copying or framing on Customer’s own intranets or otherwise for Customer’s own internal business purposes, (iv) reverse engineer, disassemble or decompile the EP Subscription, or (v) access the EP Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the EP Subscription. In addition, Customer shall not (m) make the EP Subscription available to anyone other than Users, (n) sell, resell, rent, license, share or lease the EP Subscription, (o) use the EP Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (p) use the EP Subscription to store, distribute or transmit Malicious Code, (q) interfere with or disrupt the integrity or performance of the EP Subscription or third-party data contained therein, or (r) attempt to gain unauthorized access to the EP Subscription or their related systems or networks.

6. Cancellation. In the event of a cancellation of the EP Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts then due.

7. Customer Breach; Termination. Company may terminate the EP Subscription upon 14 days written notice to Customer of a material breach if such breach remains uncured at the expiration of such period. . Upon termination, Customer shall not be entitled to any refund of the price paid to Company.

8. Availability. Company shall exercise reasonable care in providing the EP Subscription and use commercially reasonable efforts to make the service available at all times. The EP Subscription is accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Company is not responsible for delivery failures or other damage resulting from such problems. Where possible, Company



will notify User(s) identified by the Customer during execution of Service Agreement to be the primary contact for Customer ("Named Users"), and raise support issues with Company of non-availability of the EP Subscription. It is the responsibility of the Named Users to provide this information to all Users of EP Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to EP Subscription Service that may result in loss of access from time to time without prior notice. Service features that interoperate with Energy Performance software depend on the continuing availability of the third party APIs and programs for use with the EP Subscription. If said parties cease to make the API or program available on reasonable terms for the EP Subscription, Company may be interrupted from providing such features without entitling Customer to any refund, credit, or other compensation.

9. Software Upgrades. Software upgrades to EP Subscription will be applied by the Company as soon as commercially reasonable after a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the SaaS environment.

10. Database Backup. Short term and long term database backups are performed at the sole discretion of the Company.

11. Data Collection. Where Customer has placed an order that includes EP Subscription from Company, data will be collected from the designated meters, loggers, or devices and imported into EP Subscription. It is Customer's responsibility to check EP Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from EP Subscription at any time using the standard EP Subscription export functions.

12. Ownership of Data. All data relating to the performance and condition of Customer building systems that Company collects in connection with the EP Subscription shall be owned by Customer, provided that Customer 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 collects from Customer will not include any personal or individual information beyond that required for User access and account management. In providing the EP Subscription, Company will comply with the Ingersoll-Rand Data Protection and Privacy Policy, which is available at <http://company.ingersollrand.com/Pages/default.aspx>.

13. Data Retention. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer's data for up to 3 months. There is no guarantee as to the availability of the data.

14. Communications – Analog Modem Facilities. Customer authorizes Company to utilize Customer's telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer's use for extended periods of time while data is being collected from Customer's building systems and equipment. Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over Customer's telephone service.

15. Communications – Ethernet. Customer authorizes Company to utilize Customer's network infrastructure to provide the contracted services and acknowledge that Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when network issues do not allow for successfully communications between Company data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

16. Logging and Data Mining. Customer grants Company the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to Users of Company products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by Company for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Company products and services.

17. Anti-Virus Prevention. Company maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto the SaaS environment. However, due to the nature of computer viruses, Company is not able to guarantee that provision of EP Subscription will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is in place on all machines accessing the EP Subscription.

18. Disaster Recovery. In the event that Company experiences a significant problem with EP Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the EP Subscription



service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into EP after the last database backup was taken; EP Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access EP Subscription via an IP address and not the normal domain name and data collection may not be available.

19. No Warranties. CUSTOMER EXPRESSLY AGREES THAT USE OF EP SUBSCRIPTION IS AT THE SOLE RISK OF CUSTOMER, END USERS, AND NAMED USERS. COMPANY DOES NOT WARRANT OR GUARANTEE THAT EP SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF EP SUBSCRIPTION, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF EP SUBSCRIPTION OR OF ANY DESIGN, FUNCTION, PROCESS, OR INFORMATION PROVIDED THROUGH OR BY USE OF EP SUBSCRIPTION. EP SUBSCRIPTION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER'S PURCHASE OF THE EP SUBSCRIPTION IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES OR DEPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY COMPANY REGARDING FUTURE FUNCTIONALITY OR FEATURES.

20. Privacy or Confidentiality. The Company will take commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts the Company from offering any guarantee to 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 its own risk. Any breach in privacy should be reported by customer to the Company immediately.

21. Intellectual Property. Company retains and reserves all rights, title and interest in and to the EP Subscription, including without limitation all Company software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Company products and EP Subscription, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the EP Subscription or otherwise other than as expressly set forth herein.

22. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, SECURITY BREACH, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE EP SUBSCRIPTION. Should Company nevertheless be found liable for any damages, such damages shall be limited to the most recent purchase price paid by Customer for EP Subscription.

23. Customer Indemnity. Customer shall indemnify and hold Company harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Company arising from or in connection with Customer's use of EP Subscription service, breach of these EP Subscription Terms, and Company's possession or use of data, information or articles supplied by Customer to Company, including the infringement of any intellectual property rights resulting from the use or possession by Company of data, information or articles supplied by Customer to Company.

24. Change in Terms and Conditions. Company reserves the right to change the service level agreements, any part of the EP Subscription offering, or the terms and conditions at any time.

(0814)

with their program standards as well as the renovations taking place at the high school. The Tech Ed department has expressed a strong desire to move to mobile workstations so they can teach their computer based classes in the new PLTW classrooms when they are open for second semester. In addition, GHS loses the room 182 computer lab, so moving to mobile workstations frees up the current PLTW lab in room 171 for general use through the end of the 2017-18 school year. At the end of this lease, the district will return all of the computer hardware to the lease vendor.

Funds for the lease proposal are taken entirely from the district’s computer lease budget and no new funds are being requested. This lease proposal is a continuation of the long standing existing annual lease program. Leasing offers several positives for the lessee. They include opportunities for continual refresh of equipment at end of lease, **PC equipment never going out of warranty**, thus freeing staff support time, and flexibility for the budget in the form of lower costs. I would recommend that the board approve the lease proposal as written. Thank you for your consideration.

Marc Gabrysiak
GSD Director of Technology

COMPUTER BID RESULTS

PLTW WS LT 11/16/17	32 WS LT's	Rank
Vendor		
Heartland	66,714.66	3
HP Direct	86,413.44	2
Vanguard	59,235.36	1

LEASE BID RESULTS

PLTW WS LT 11/16/17	Yearly Payment	Rank
Vendor		
American Capital	15,105.36	3
HP Financial Services	15,101.82	2
Providence Capital Network	14,732.00	1

Attachment(s):
Quotes



Vanguard Computers, Inc.
 13100 W. Lisbon Road, Suite 100
 Brookfield, Wisconsin 53005
 United States
 (P) 262-317-1905



Quotation (Open)	
Date Nov 15, 2017 02:18 PM CST	Expiration Date 2017-12-15 Quote
Modified Date Nov 15, 2017 02:23 PM CST	
Doc # 15609 - rev 1 of 1	
Description HP ZBook Mobile Workstations 17" i7 16GB	
SalesRep Herrmann, Bev (P) 262-317-1994	
Customer Contact Gabrysiak, Marc (P) (262) 253-3962 mgabrysi@germantown.k12.wi.us	

Customer
 Germantown School
 District (Germantownschodist)
 Gabrysiak, Marc
 N104 W13840 Donges Bay Rd.
 Germantown, WI 53022
 United States
 (P) (262) 253-3962

Bill To
 Germantown School District
 Accounts, Payable
 N104 W13840 Donges Bay Rd.
 Germantown, WI 53022
 United States
 (P) (262) 253-3962

Ship To
 Germantown School District
 Gabrysiak, Mark
 W180N11501 River Lane
 Germantown, WI 53022
 United States
 (P) (262) 253-3962

Customer PO:	Terms: Net 30 Days	Ship Via: Custom
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Qty	Unit Price	Total
1		HP Inc. - HP ZBook 17 G4 Mobile Workstation	2VU24UT#ABA	32	\$1,851.73	\$59,255.36
		Note: HP Zbook 17 G4 HP IDS i7-7700HQ 17 G4 Base NB PC 16GB (1x16GB) DDR4 2400 512GB Turbo Drive G2 Self Encrypted OPAL2 Three Layer Cell Solid State Drive 17.3 inch FHD (1920x1080) BrightView LED UWVA enabled for Webcam flat Touchscreen NVIDIA Quadro M1200 4GB Graphics Windows® 10 Pro 64 Win10 Driver DVD Dual Point Backlit spill-resistant 10/100/1000 Intel 8265 ac 2x2 nvP +Bluetooth 4.2 WW Bluetooth and NFC TPM 2.0 +Fingerprint Reader 720p HD Webcam 6 Cell 96 WHr Long Life HP 3/3/3 Warranty				
2		Electronic HP Care Pack Next Business Day Hardware Support with Accidental Damage Protection Extended service agreement - parts and labor - 4 years - on-site - response time: NBD - for Elite x2; EliteBook 2540, 840 G2, 8470, 850 G3; Retail System MP9 G2; ZBook 14, 15	UG838E	32	\$0.00	\$0.00

Did you know Vanguard Computers, Inc. is an HP and Lenovo Authorized Repair Shop? Call us, 800-993-2229 The above prices are for Hardware/Software Only and do not include Delivery, Setup or Installation by Vanguard Computers, Inc. (VCI) unless otherwise noted. Installation by VCI is available at our regular Hourly Rate or at the reduced rate of a Pre-Paid Network Support Block. This configuration is presented for your convenience only. VCI will not be responsible for typographical or other errors or omissions regarding prices or other information. Prices and configurations are subject to change without notice and may not include shipping charges or applicable taxes. A 15% restocking fee will be charged for any returned part. A \$25.00 processing fee will also be charged. No returns will be accepted by VCI without a preapproved RMA Number from VCI, please contact your account rep or sales support for assistance.

Subtotal:	\$59,255.36
Tax (0.000%):	\$0.00
Shipping:	\$0.00
Total:	\$59,255.36

CONFIDENTIAL

Marc Gabrysiak
 Germantown School District
 N104W13840 Donges Bay Road
 Germantown, WI 53022

Dear Marc:


Thank you for the opportunity to propose lease figures for your prospective technology acquisition. Your previous business is greatly appreciated. We have had a longstanding commitment to the school market in Wisconsin as demonstrated by our membership in WASBO and sponsorship of the WASBO Foundation Scholarship. We hope to add value to your program once again.

The below lease structure is based upon equipment costs provided by you and the present spread over like term market indexes. The lease is also subject to tax exempt municipal lease documentation, the first payment in advance, a \$329 documentation fee and credit approval.

Structure	Equipment Cost	Term	Purchase Option	Payments
Flex	\$59,255.36	4 years	FMV	\$14,732

Flex Lease is popular for schools desiring low payments and flexibility to return the equipment at lease end, extend the lease, or purchase the equipment for the Fair Market Value (FMV).

Sincerely,



John Vonder
 Providence Capital Network

P/F 800 680 0560
 8022 Providence Road | Suite 500 | Charlotte, NC 28277

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education **TOPIC:** Youth Risk Behavior Study
FROM: Jeff Holmes **BOARD MEETING:** November 27, 2017
DATE: November 22, 2017 **AGENDA ITEM:** VIII. A.

BACKGROUND:

The below information is from Amanda Wisht, MPH, CHES, Public Health Educator, Washington Ozaukee Public Health Department -

- Here is a link to the Center for Disease Control YRBS page and view the resources under validity & reliability (<https://www.cdc.gov/healthyouth/data/yrbs/faq.htm#validity>). Also enclosed is information from that site, which is specific to Board Member questions on November 13.
- So far Kewaskum, Slinger and Hartford Union High School have agreed to participate in the spring survey. West Bend's Curriculum Committee approved the survey last night and now the Board will vote on November 27th. West Bend staff firmly anticipate an approval based on the feedback from their Curriculum Committee.
- As of right now, we are still recruiting Ozaukee County schools. 4 of the 5 schools are interested but we are working on school board approval. We will be presenting to Cedarburg tomorrow.
- Attached are two documents that will require me as the County YRBS Administrator to ensure confidentiality and protect the privacy of survey participants. In fact, I can't even see district or school level data without expressed permission, which I will not make that request. In addition, DPI is not able to see specific school data. The only data that is seen/released is aggregate. However, each individual school would have access to view ONLY their schools data online.

RECOMMENDATION: Board's will

Center for Disease Control (CDC) - YRBS FAQs

Validity & Reliability

Do students tell the truth on the YRBS questionnaire?

Research indicates data of this nature may be gathered as credibly from adolescents as from adults. Internal reliability checks help identify the small percentage of students who falsify their answers. To obtain truthful answers, students must perceive the survey as important and know procedures have been developed to protect their privacy and allow for anonymous participation.

Uses of YRBS Results

How are the YRBS results used?

State, territorial, tribal government, and local agencies and nongovernmental organizations use YRBSS data to set and track progress toward meeting school health and health promotion program goals, support modification of school health curricula or other programs, support new legislation and policies that promote health, and seek funding and other support for new initiatives.

CDC and other federal agencies routinely use YRBSS data to assess trends in priority health behaviors among high school students, monitor progress toward achieving national health objectives, and evaluate the contribution of broad prevention efforts in schools and other settings toward helping the nation reduce health risk behaviors among youth.



Dear School District Administrators,

The Washington Ozaukee Public Health Department, the INVEST health coalition of Ozaukee County and the Well Washington County health coalition are interested in working with county school districts to implement the Youth Risk Behavior Surveillance System, informally known as YRBS, in both Ozaukee and Washington Counties. The YRBS is a data collection tool that monitors six types of health-risk behaviors which contribute to the leading causes of death and disability. The purpose of the YRBS is to determine the prevalence of health behaviors, whether those health behaviors change over time, examine the cross occurrence of health behaviors and provide comparable data within the state and nation. The YRBS was developed by the Center for Disease Control and Prevention, is used across the nation and is considered the best and most widely used evidenced-based data collection tool for youth. Every YRBS question has been researched and the rationale and data to support the rationale is available online and can be provided.

The Washington Ozaukee Public Health Department provides the leadership and infrastructure for the two community-wide coalitions. The coalitions in both counties are made up of local leaders of non-profits, businesses, school districts, hospital systems, universities, technical colleges, and community members who are engaged in improving the health in our communities. Coalition focus areas are obesity, mental health, alcohol and other drugs (including opiates and heroin), tobacco and worksite wellness. The coalition's work is focused on system change to assure the places we live, work and play are the best in Wisconsin and the nation.

Since the inception of our community coalitions we have been challenged to collect comprehensive youth data to inform our programs and interventions. Our hope is to collect countywide data for both Ozaukee and Washington Counties and use the information we collect to identify the needs in our counties and how to best address them. Through the collective effort of our government agencies, hospital systems, non-profits and school districts we intend to address any health needs or disparities brought to light and change the environment and culture we live in to assure our children are living in the healthiest communities possible.

The partnership agreement for the YRBS is outlined below:

School Districts agree to:

1. Provide a school district YRBS administrator.
2. Identify school district specific questions.
3. Administer the YRBS every two years, to all high school students.
4. Contribute their aggregate data to a county-wide YRBS data set.

The Washington Ozaukee Public Health Department agrees to:

1. Facilitate YRBS implementation in each school district.
2. Provide the site administrator for both Washington and Ozaukee Counties.
3. Ensure confidentiality and protect the privacy of survey participants.
4. Provide technical assistance to school districts as needed.
5. Produce a county-wide report of aggregate school district data.
6. Provide leadership for both county health coalitions.

The INVEST Community Health Coalition and the Well Washington County Coalition agree to:

1. Research appropriate interventions to address areas of concern identified by the YRBS.
2. Provide technical assistance to school districts implementing evidence based interventions.
3. Provide collective, community based support to implement interventions.

School Administrator Name
School Administrator
School
email
Phone

Kirsten Johnson, MPH, CPH, CHES
Director/Health Officer
Washington Ozaukee Public Health Dept.
kjohnson@washozwi.gov
262.284.8170

Amanda Wisth, MPH, CHES
Public Health Educator/Coalition Coord.
Well Washington County
amanda.wisth@washozwi.gov
262.335.4462

Signature: _____ Date: _____
Administrator Name, School Administrator, School District

Signature: _____ Date: _____
Kirsten Johnson, Director/Health Officer, Washington Ozaukee Public Health Department

Signature: _____ Date: _____
Amanda Wisth, Public Health Officer/Coalition Coordinator, Well Washington County

Wisconsin Online Youth Risk Behavior Survey Survey Administrator Verification Form

A survey administrator is defined as the primary point of contact and coordinator for the administration of an online Youth Risk Behavior Survey (OYRBS). One survey administrator is allowed per survey site. The eligible survey sites are school districts, private schools, tribes, CESA's, and county agencies. The roles and responsibilities of a survey administrator are:

- Supervising the administration of all OYRBS surveys for their survey site.
- Assigning and authorizing all user accounts for their survey site for the roles of survey creator and report reviewer.
- Monitoring the adherence to sound survey practices among all survey participants (e.g., survey proctors, survey creators).
- Protecting the privacy of survey participants.

Survey Site¹ Name:

Survey Administrator Contact Information:

Name and Title:

Mailing Address:

Phone Number:

E-mail Address:

This form must be signed by the survey administrator's district or agency administrator. Note: Private schools are required to have the principal's signature. By signing this form the administrator acknowledges that the person listed above is the approved survey administrator for the identified survey site. Signing this form also acknowledges that the survey administrator and the signee understand and agree to the survey administrator roles and responsibilities. ***It also ensures that, if selected through a random sampling process, the participating school will participate in DPI's official YRBS which is used to generate official statewide (not local) statistics.***

Print Name and Title:

Signature: Date:

Complete form and either scan and email or fax to Dr. Kate McCoy at DPI. Fax: 608-266-3643; e-mail kate.mccoy@dpi.wi.gov. Call 608-266-0506 or email the address listed here if you have OYRBS-related questions.

¹ Eligible survey sites include school districts, private schools, tribes, CESAs, and county agencies

GERMANTOWN SCHOOL DISTRICT

TO: Board Members

TOPIC: Donations

FROM: Jeff Holmes

BOARD MEETING: November 27, 2017

DATE: November 20, 2017

AGENDA ITEM: VIII.B.

Please act on the donation requests described below. The Board of Education should consider acceptance of the donations in accordance with Board Policy 7230 – Gifts, Grants, and Bequests.

1. Accept the donation of 25 plastic barrels valued at \$1,750 from the Illing Company to Mr. McClellan's for high school Environmental Club/Earth Week rain barrels.

RECOMMENDATION: Thank the donors for their generosity and approve the donations as listed.