

**Medina Valley Independent School District
Board of Trustees
Regular Meeting on Monday, April 24, 2023 at 6:30 PM
Medina Valley ISD Central Office Board Room**

A Regular Board Meeting of the MVISD Board of Trustees was held on Monday, April 24, 2023, beginning at 6:30 PM at/on Medina Valley ISD Central Office Board Room.

I. First Order of Business

- A Establish a Quorum
- B Pledge of Allegiance to the Flag followed by a moment of silence

II. Student/Staff Recognition

- A Boys Powerlifting - State Qualifiers
- B Star Students - Medina Valley High School 2
- C Above & Beyond Service Staff Recognition - Medina Valley High School 3

III. Break

IV. Public Comment 4

At Regular Board Meetings the Board shall permit public comment on any topic. At all other Board Meetings public comments will be limited to items on the agenda posted with the notice of the meeting. All Public Comments are limited to 5 minutes.

V. Announcements/Communications/Presentations

- A Construction Update 5
- B Financial Briefing 19
- C Superintendent Briefing 22
- D Annual Report of Continuing Education Credit Hours for Board Members 35

VI. Discussion and Possible Action Items

A Consent Agenda Items

- 1 Minutes of Regular Board Meeting on March 27, 2023 36
- B Consider the purchase of a chiller for Loma Alta Middle School 40
- C Consider Adoption of Allotment and TEKS Certification for 2023-2024 63
- D Consider Board Norms 83

VII. Closed Session

- A Consultation with Attorney (TX Govt. Code Section 551.071)
- B **Personnel Matters (TX Govt. Code Section 551.074)**
 - 1 Professional Contract recommendations
 - 2 Professional Contract renewals
 - 3 New positions for the 2023-2024 school year
 - 4 New additional Duty Rate
 - 5 Superintendent Evaluation/Contract
- C Deliberation Regarding Real Property (TX Govt. Code Section 551.072)

VIII. Continued Discussion and Possible Action Items

- A Consider professional contract recommendations
- B Consider Professional Contract Renewals
- C Consider new positions for the 2023-2024 school year 90
- D Consider new additional Duty Rate 91
- E Consider Superintendent Contract
- F Consideration of future meeting dates

IX. Adjournment

(Items do not have to be taken in the same order as shown on the meeting agenda.)



Medina Valley

ISD

Star Student(s)

A gray scroll graphic with a white text message. The scroll is unrolled at the top and bottom, with the top edge being rounded. The text is centered and reads:

**Thank you for your
Above & Beyond
Service!**

Public Comments



Medina Valley
INDEPENDENT SCHOOL DISTRICT

**Board of Trustees Meeting:
Silos Elementary School
Project Update**

GENERAL PROJECT SUMMARY:

General Contractor (CMR): _____ Nunnelly General Contractor

Original Substantial Completion Date: _____ April 2024

Requested Days to Date: _____ Zero (0)

Original Contract Sum (GMP): _____ \$42,139,608.00

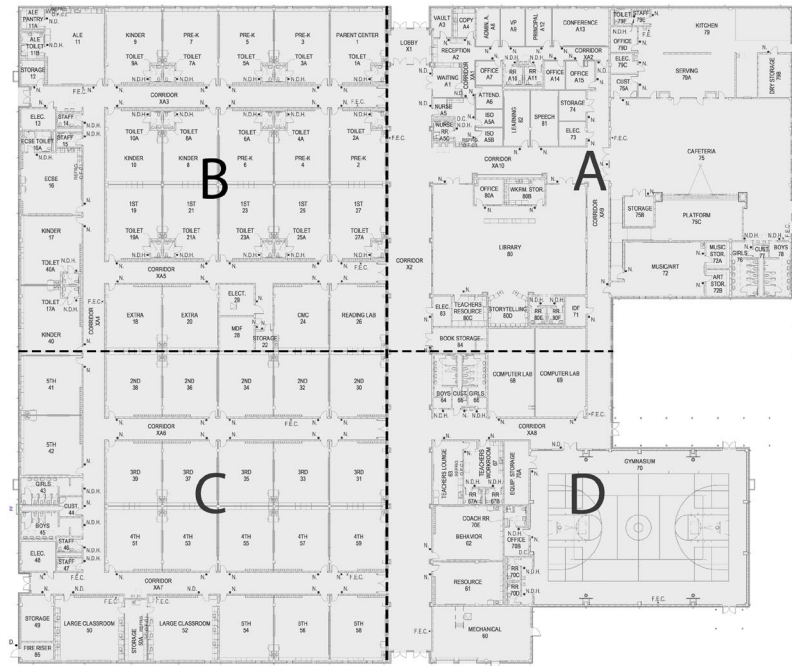
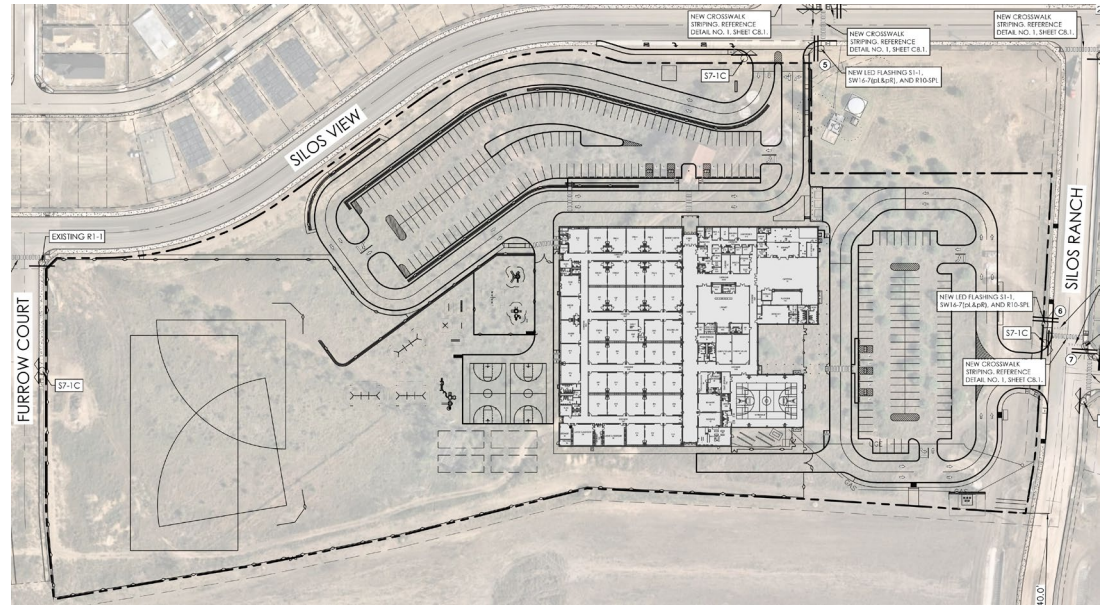
Change Order Sum to Date: _____ \$0.00

Current Contract Sum: _____ \$42,139,608.00

Percentage of Work Complete: _____ 34% - Pay Application No. 7
\$14,367,457 Total Stored/Completed

RECENT CONSTRUCTION ACTIVITY

1. Project submittal process is ongoing.
2. Site work is ongoing
 - Fire line along Area 'B' and 'C' in progress
 - Rough grading is almost complete throughout the site.
3. Area 'A'
 - CMU exterior and interior walls in progress
 - Structural columns and beams have been completed.
 - Stage platform has started to be formed.
4. Area 'B'
 - Elevated slab is complete and scaffold has been removed.
 - Concrete columns are now complete.
 - Installation of CMU walls have begun.
5. Area 'C'
 - CMU exterior and interior walls in progress.
 - Plumbing rough-ins in progress.
 - Structural steel installation for roof has begun.
6. Area 'D'
 - CMU exterior and interior walls in progress.
 - Plumbing rough-ins in progress.
 - Upper-beam at gym is formed.



2 WEEK LOOK AHEAD SUMMARY:

1. Continue utility installations
2. Conduit for pole lights
3. Waterproofing at retainer blocks
4. Begin installation of roof metal deck in Area 'C'























MARCH 2023
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
GENERAL FUND FINANCIAL STATEMENT

<u>Estimated Revenues</u>		<u>Current Budget</u>	<u>YTD Actual</u>	<u>Balance</u>
5700	Local Revenues	\$ 36,648,303	\$ 34,572,360	\$ 2,075,943
5800	State Program Revenues	\$ 34,048,838	\$ 20,153,840	\$ 13,894,998
5900	Federal Revenues	\$ 1,270,000	\$ 1,204,406	\$ 65,594
	Total Revenues	\$ 71,967,141	\$ 55,930,606	\$ 16,036,535
<u>Proposed Appropriations</u>				
11	Instruction	\$ 40,206,968	\$ 23,436,769	\$ 16,770,199
12	Media Services	\$ 671,445	\$ 359,576	\$ 311,869
13	Staff Development	\$ 812,616	\$ 440,491	\$ 372,125
21	Instruct. Leadership	\$ 1,080,278	\$ 561,558	\$ 518,720
23	School Leadership	\$ 3,582,370	\$ 2,053,353	\$ 1,529,017
31	Counseling	\$ 2,759,141	\$ 1,570,774	\$ 1,188,367
32	Social Work Services	\$ 565,242	\$ 330,188	\$ 235,054
33	Health Services	\$ 827,463	\$ 488,582	\$ 338,881
34	Student Transportation	\$ 4,774,757	\$ 3,269,820	\$ 1,504,937
35	Food Service	\$ 126,727	\$ 57,834	\$ 68,893
36	Extracurricular Activities	\$ 2,192,392	\$ 1,242,075	\$ 950,317
41	General Admin	\$ 2,384,578	\$ 1,382,805	\$ 1,001,773
51	Maint. Operations	\$ 6,840,879	\$ 4,130,879	\$ 2,710,000
52	Security/Monitoring	\$ 1,270,457	\$ 592,303	\$ 678,154
53	Data Processing	\$ 1,748,489	\$ 1,229,790	\$ 518,699
61	Community Services	\$ 19,987	\$ 10,049	\$ 9,938
81	Facilities Construction	\$ 1,578,352	\$ 1,056,461	\$ 521,891
95	JJAEP	\$ 5,000	\$ -	\$ 5,000
99	Intergovernmental	\$ 520,000	\$ 350,252	\$ 169,748
	Totals	\$ 71,967,141	\$ 42,563,558	\$ 29,403,583

21-22 FUND BALANCE = \$24,252,520 3 MONTH OPERATING CASH FLOW = \$17,991,785

MARCH 2023
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
FOOD SERVICE FUND FINANCIAL STATEMENT

<u>Estimated Revenues</u>		<u>Current</u> <u>Budget</u>	<u>YTD</u> <u>Actual</u>	<u>Balance</u>
5700	Local and Intermediate Revenues	\$1,500,152	\$1,225,731	\$ 274,421
5800	State Program Revenues	\$ 7,000	\$ -	\$ 7,000
5900	Federal Revenues	\$3,562,125	\$2,528,629	\$1,033,496
Total Revenues		\$5,069,277	\$3,754,360	\$1,314,917

<u>Proposed Appropriations</u>				
35	Food Service	\$4,608,123	\$2,653,006	\$1,955,117
Totals		\$4,608,123	\$2,653,006	\$1,955,117

MARCH 2023
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
INTEREST SINKING FUND FINANCIAL STATEMENT

<u>Estimated Revenues</u>		<u>Current</u> <u>Budget</u>	<u>YTD</u> <u>Actual</u>	<u>Balance</u>
5700	Local and Intermediate Revenues	\$19,623,032	\$18,730,741	\$ 892,291
5800	State Program Revenues	\$ -	\$ 576,215	\$ (576,215)
5900	Federal Revenues	\$ -	\$ -	\$ -
Total Revenues		\$19,623,032	\$19,306,956	\$ 316,076
Proposed Appropriations				
71	Debt Service	\$19,510,553	\$10,625,273	\$8,885,280
Totals		\$19,510,553	\$10,625,273	\$8,885,280



Medina Valley
INDEPENDENT SCHOOL DISTRICT

Superintendent Briefing

April 24, 2023

Legislative updates:

- Vouchers
- Teacher pay
- Reduction in property tax rate

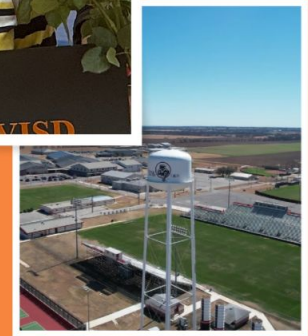




Medina Valley
INDEPENDENT SCHOOL DISTRICT

Employee of the Month

April 2023



Ester Ortega, Castroville Elementary physical education aide



MVHS junior Steven Cantu is headed to nationals after placing first at the Texas SkillsUSA in Cabinetmaking. He received more than \$2,000 in prizes and has earned \$4,500 in scholarships.

The FFA agricultural sales team is state bound after placing third at an area contest at Sam Houston University.



We celebrated National Assistant Principal Week, and school librarian and paraprofessional appreciation days.

Administrative Professionals Day, Teacher Appreciation Week, School Principal Day and more are coming up!

We are grateful for all the hard work being done for our students.



MVISD received a \$4,000 grant from Walmart to help students and families in need.

Funds will be used to assist families who may be experiencing temporary hardship who don't typically qualify for other funding.

The Gifted/Talented Program hosted the Elementary Showcase of Innovation events throughout March in which students from all MVISD elementary campuses presented projects that focused on research and problem solving.





MVHS Senior Angel Mariscal passed the flag to junior Seth Rakowitz in a Jr. ROTC change of command ceremony March 29.

This position comes with great responsibility. It upholds the highest standards and provides leadership and guidance.



April also is the Month of the Military Child and MVISD showed support and honored our military students for their strength and sacrifice by wearing purple on our Purple Up Days.



The MVHS UIL Academics program, which consists of academics, speech and debate and one-act play, received the District UIL Academics Sweepstakes Award for the third consecutive year as the best school overall.

The MVHS speech and debate team brought home gold in almost every event and won the Top Speech Team award at a district meet.

The MVHS SkillsUSA Automotive students received a State Superior Award in the hands-on category at the state competition.

The students participated in more than 10 categories, including power equipment technology, auto engine short blocks and more.





Four more MVHS athletes signed their letters of intent.

Football players Caleb Denn and CJ Beal committed to Texas Lutheran University. Baseball player Conner Dillard committed to Philander Smith University and baseball player Tanner Garst committed to Salem University.

Another athletic college signing day is scheduled for May 10.

Congratulations to the MVHS girls and boys soccer, girls and boy tennis, and boys golf teams on their successful seasons!

Golf team

Boys — district champions for the second consecutive year.

Tennis teams

Girls — district team champion

Boys — district team co-champion

Soccer teams

Girls and boys — bi-district champs



District Enrollment

	5/27/22	04/11/23
Castroville Elementary	616	642
LaCoste Elementary	660	768
Ladera Elementary	659	777
Luckey Ranch Elementary	750	896
Potranco Elementary	783	898
Medina Valley Middle School	916	1,048
Loma Alta Middle School	760	798
Medina Valley High School	1,921	2,127
<u>District-Wide</u>	7,065	7,954

Annual Announcement on Continuing Education of Board Members

Medina Valley ISD

May 2022 through April 2023 - Report run on 4/14/2023

NEW / EXPERIENCED TRUSTEES	Local District Orientation <i>(3 hours for new Trustees, within 1st 120 days)</i>	Introduction to Texas Education Code <i>(3 hours for new Trustees, within 1st 120 days)</i>	School Safety <i>(2 hour every 2 years for all trustees) (Within 1st 120 days for new trustees)</i>	Evaluating & Improving Student Outcomes <i>(3 hours every 2 years for all trustees) (Within 1st 120 days for new trustees)</i>	Post Legislative Update to TEC <i>(2 hours for experienced Trustees after each Legislative Session) (New Trustees - N/A)</i>	Child Abuse Prevention <i>((1 hour every 2 years) (Within 1st 120 days for new trustees)</i>	Team Building Session <i>(3 hours for all Trustees)</i>	Continuing Education <i>(10 hours for new trustees; 5 hours for experienced Trustees)</i>	Completed Exceeded Incomplete
Matthew Castiglione (New)	Complete	Complete	Complete	Complete	N/A	Complete	Complete	31.5 hrs	Complete
Beth Zinsmeyer	N/A	N/A	Complete	Complete	N/A	Complete	Complete	32 hrs	Complete
Jennilea Campbell	N/A	N/A	Complete	Complete	N/A	Complete	Complete	24 hrs	Complete
Mario De Leon	N/A	N/A	Complete	Complete	N/A	Complete	Complete	21 hrs	Complete
Paula Davidson	N/A	N/A	Complete	Complete	N/A	Complete	Complete	21 hrs	Complete
Shannon Beasley	N/A	N/A	Complete	Complete	N/A	Complete	Complete	30.5 hrs	Complete
Veronica Cavazos	N/A	N/A	Complete	Complete	N/A	Complete	Complete	17 hrs	Complete

(New) = New Trustee

School board members must complete training that is required by the State Board of Education (SBOE), and the board president must publicly announce whether each board member has met the SBOE training requirements. Board members must receive continuing education training in the areas reflected in this table, according to Tex. Educ. Code §11.159; 19 Tex. Admin. Code § 61.1, 61.3.

The annual announcement does not cover open government and cybersecurity training required for trustees under other law. Tex. Gov't Code §§ 551.005, 552.012, and 2054.5191. OMA and PIA training is required of all elected officials within 90 days of election or appointment. PIA training may be delegated by district policy. Cybersecurity training is required of all school board members annually.



This report is provided as a TASB member service. Official recordkeeping of Board Member continuing education credit is the responsibility of the district.

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

March 27, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

A **Regular Board Meeting** of the Board of Trustees was held Monday, March 27, 2023, beginning at 6:30 PM at the Medina Valley ISD Central Office Board Room.

I. First Order of Business

A Establish a Quorum

Beth Zinsmeyer, Board President, called the Medina Valley ISD Regular Board Meeting to order at 6:30 pm. A quorum of the Board Members were present, Shannon Beasley, Jennilea Campbell, Veronica Cavazos, Matt Castiglione, Paula Davidson, Mario De Leon, and Beth Zinsmeyer.

B Pledge of Allegiance to the Flag followed by a moment of silence

Everyone joined in the Pledge of Allegiance to the Flag followed by a moment of silence.

II. Public Hearing on Texas Academic Performance Report (TAPR)

III. Student/Staff Recognition

A Star Students - Loma Alta Middle School

B Above & Beyond Service Staff Recognition - Loma Alta Middle School

C Girls Powerlifting - Leah Bazan, State Qualifier

D Business Professionals - State Qualifiers: Shleby Cook, Annastasia Williams, Kason Saulter, Aiden Fish, William Gregory, Alyanna Amiscosa, Manuel Ramirez, Natali Alexander, Ryan Quiroz, Tyler Frail, Samantha Noll, Athena Bratten and Amie Johnson

Business Professionals - State & National Qualifier: Elena Gonzales

The Board took a short break.

IV. Public Comment

Francisco Alamos, Topic: Students First

Jennifer Alamos, Topic: Contract Renewals

Charls Seay, Topic: Contract Renewals etc.

Chris Schuchart, Topic: General

V. Announcements/Communications/Presentations

A Demographic Report - 4th Quarter, presented by Bob Templeton

B Medina Valley ISD High School #2 Update, presented by architects

C Construction Update, presented by Rafael Barajas

D Financial Briefing, presented by JC Zamora

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

March 27, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

- E Superintendent Briefing, presented by Dr. Caloss
- F MVISD Board Norms, presented by Dr. Caloss
- G Board Committee Reports
 - Finance & Operations Committee Report, presented by Matt Castiglione, Committee Chair
 - Construction Committee Report, presented by Shannon Beasley, Committee Co-Chair

VI. Discussion and Possible Action Items

A Consent Agenda Items

- 1 Minutes of Regular Board Meeting on February 27, 2023 and Board Workshop on March 6, 2023

Matt Castiglione made a Motion, seconded by Jennilea Campbell, to approve the consent agenda items as presented. All of the Board Members voted for and the Motion passed.

B Consider revised 2023-2024 Academic Calendar

Paula Davidson made a Motion, seconded by Veronica Cavazos, to approve the revised 2023-2024 Academic Calendar as presented. All of the Board Members voted for and the Motion passed.

VII. Closed Session

The Board President, Beth Zinsmeyer announced that in accordance with the Texas Open Meetings Act, under the exceptions noted in TX Govt. Code Section 551.074 Personnel Matters, TX Govt. Code Section 551.072 Deliberation Regarding Real Property, TX Govt. Code Section 551.071 Consultation with Attorney, the Board of Trustees convened into a closed session at 8:32 pm. All voting or action will take place when the Board reconvenes in the open session.

- A Consultation with Attorney (TX Govt. Code Section 551.071)
- B Personnel Matters (TX Govt. Code Section 551.074)
 - Professional contract recommendations
 - Professional contract renewals
 - Superintendent's Evaluation Instrument
 - Administrative/Professional Pay Schedule
- C Deliberation Regarding Real Property (TX Govt. Code Section 551.072)

Board President Beth Zinsmeyer announced that the Board would reconvene into Open Session on March 27, 2023 at 10:06 pm.

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

March 27, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

VIII. Continued Discussion and Possible Action Items

A Consider title changes and new positions for the 2023-2024 year

Jennilea Campbell made a Motion, seconded by Veronica Cavazos, to approve the title changes and new positions for the 2023-2024 year as presented. All of the Board Members voted for and the Motion passed.

B Consider professional contract recommendations

Jennilea Campbell made a Motion, seconded by Mario De Leon, to approve the contract recommendations by the Superintendent as presented. All of the Board Members voted for and the Motion passed.

Congratulations to the following Medina Valley ISD new hires:

- Jose Saenz, Dietitian
- Royce Leonhardt, MVHS Teacher

Congratulations to new hires for the 2023-2024 school year:

- Elizabeth Hernandez, Ladera Elementary Teacher
- Lauren Thompson, Loma Alta MS Teacher
- Dr. Stephanie Bain, Luckey Ranch Elementary Teacher
- Courtney Milligan, MVHS Teacher
- Jacklynn Gutierrez, MVHS Teacher
- Jason Milligan, MVHS Teacher
- Teresa Flores, MVHS Teacher
- Stephanie Frank, Luckey Ranch Elementary Teacher
- Kaylyn Musquiz, Luckey Ranch Elementary Teacher

C Consider professional contract renewals

Shannon Beasley made a Motion, seconded by Veronica Cavazos, to approve the professional contract renewals as presented. After discussion Paula Davidson made a Motion, seconded by Mario De Leon to request a roll call vote. After additional discussion Beth Zinsmeyer proceeded with a roll call vote on the Motion made by Shannon Beasley. Paula Davidson and Mario De Leon voted for the Motion as presented with the exception of Juan Zamora's contract, Shannon Beasley, Matt Castiglione, Jennilea Campbell, Veronica Cavazos, and Beth Zinsmeyer voted for the Motion as presented and the Motion passed.

D Consider 2023 Superintendent Evaluation Instrument

**Medina Valley Independent School District
Regular School Board Meeting**

Board Minutes

March 27, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

Matt Castiglione made a Motion, seconded by Shannon Beasley, to approve the 2023 Superintendent Evaluation Instrument as presented. All of the Board Members voted for and the Motion passed.

E Consideration of future meeting dates

- The next Regular Board Meeting is scheduled for April 24, 2023.

IX. Adjournment

Veronica Cavazos made a Motion, seconded by Paula Davidson, to adjourn the Regular Board Meeting at 10:11 pm on March 27, 2023. All of the Board Members voted for and the Motion passed.

Beth Zinsmeyer, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

Loma Alta Middle School Chiller Replacement Bids

Manufacturer	Cost	Lead Times
JCI/York	\$312,150.00	42 weeks
HTS/Daikin	\$399,040.00	46 weeks
Trane	\$341,775.00	62 weeks



Job 22301467
 Medina Valley ISD Loma
 Alta MS Chiller Replacement

Closing Date 2023-03-31
Plans Dated

Title **Mechanical Bill Of Material**
Version 1.1
Designer MEDINA VALLEY ISD
Bidder MEDINA VALLEY ISD
 Rafael Barajas
 8449 FM 471 South
 Castroville TX 78009
 United States

Date of Specifications
Last Addendum
Printed 2023-03-07 12:34
Commander Brandon Martinez
Direct Phone 930-931-2243 ext4111
Mobile
Email rafael.barajas@mvisd.org
Our Rep Brandon Martinez

Base Equipment Summary

Tags	Description	Quantity	Total Capacity	Lead Time	Section Pricing
CH-1B REPLACEMENT	Daikin Air Cooled Screw Chiller	1	325 tons	45 - 46 weeks	A
INSTALLATION	Labor and materials to Replace Chiller	1			B
Total				Turn Key Installation (A+B)	\$ 385,290.00
WARRANTY	Daikin Bumper to Bumper Warranty	1			\$ 13,750.00

Total Bulk Price

Pricing Terms

PRICING VALID FOR 30 DAYS

- Taxes Extra
- Freight Allowed to Job Site Curb
- FOB our Factory
- Consolidate Shipments are not included, Price add Available upon request
- No Holdbacks acceptable
- Liquidated Damages are not included

HTS BUY BOARD NO.: 631-20

Base Equipment Details - Mechanical Bill Of Material Scope of Work

Tags	Description	Quantity	Capacity	Lead Time
CH-1B REPLACEMENT	Daikin Air Cooled Screw Chiller	1	325 tons	45 - 46 weeks

Included:

- 460/3/60
- Single point power with non-fused disconnect & branch circuit protection - 65kAIC SCCR
- DDC Controls
- BACnet communication interface
- Semi-hermetic screw compressor
- Full factory charge of R-410a refrigerant
- Variable frequency drives
- Electronic expansion valves
- 3/4" Closed cell insulation on evaporator
- Aluminum alloy microchannel condenser coils,
- Fully louvered panels
- Suction shut-off valves
- Thermal dispersion type flow switch, factory mounted & wired
- Evaporator inlet Wye strainer - **Field Installed**
- Rubber-In-Shear vibration isolation - **Field Installed**
- 1st year entire unit, parts, labor, and refrigerant warranty
- 5 year compressor parts only warranty
- Start up

Not Quoting:

- fuses, thermometers & hydronic specialties, Coated coils, External piping & wiring, Controls wiring, BAS integration, Wind / seismic restraints, ATEP Compliance, Rigging, hoisting, installation, inspection & field testing, Extended & refrigerant warranties

Tags	Description	Quantity
INSTALLATION	Labor and materials to Replace Chiller	1

Scope of Service Includes:

1. Order and pickup of all materials necessary for project.
2. Install Only to Daikin Pathfinder Air Cooled Variable Speed Screw Chiller.
3. Demo and haul off existing Chiller prior to replacement.
4. Furnish and install required disconnections/connections for the electrical portion.
5. Furnish and install all required pipe, valves, and fittings for the replacement installation.
6. Furnish and install all removal and replacement of required insulation to match existing.
7. Provide water only systems test and balance per NEBB requirements.
8. Includes TAB of (1) chiller and associated chill water pumps.
9. Provide startup of equipment installed and verify operation.
10. Provide all PPE and 100% Safety Protocols for all work performed.
11. Provide close coordination with MVISD Operations required.
12. 30-day warranty on installation.
13. Clean up of all work-related debris.

This proposal does not include:

1. Sales Tax.
2. Any cost associated with lead, mold remediation and/or asbestos abatement.

- 3. Work associated with non-functioning valves.
- 4. Controls portion of the project.
- 5. Any Work That is Not Described Above.

Tags	Description	Quantity
WARRANTY	Daikin Bumper to Bumper Warranty	1

Included:

- 5 year, parts, labor, and refrigerant warranty on the entire unit
- Performed by a factory certified technician

-- End of Base Equipment Detail --

Terms and Conditions

TERMS AND CONDITIONS OF SALE

BY ACCEPTING THIS PROPOSAL, PURCHASER AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. **COMPANY:** The Company as used herein shall mean Heat Transfer Solutions, Inc. D/b/a HTS Texas.
2. **PRICE POLICY:** Prices of the good may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost.
3. **TERMS OF PAYMENT:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days of date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production of products or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by the Company including but not limited to collection agency fees, attorney's fees, legal expenses and court costs. All past due amounts shall bear interest at highest rate allowed by law.
4. **SHIPPING TERMS:** All shipments will be made F.O.B. Factory with freight as quoted. All shipments will be made via a low cost common carrier and charges for special carrier services requested by the Purchaser shall be paid by the Purchaser. The Company may ship the goods in one or more lots.
5. **CLAIMS:** The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, damage or shortage in transit must be filed by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within five (5) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.
6. **TAXES:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.
7. **CANCELLATIONS:** Orders accepted by Company are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by Purchaser against any and all loss.
8. **SHIPMENT DATES:** Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by two officers of the Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company's credit department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Purchaser, governmental act, accident, disease, epidemic, pandemic, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.
9. **PRODUCT CHANGES:** In the interest of continuous product improvements, the Company reserves the right to change specifications and/or design without incurring obligation.
10. **RETURNED GOODS:** Goods may not be returned except by permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization.
11. **LIMITED WARRANTY:** Free replacement parts will be provided by the manufacturer the Company represents in the event any product supplied by the Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from the initial start-up or eighteen (18) months from date of shipment, whichever expires sooner. Goods sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company or directly to the Purchaser. The Company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, negligence, accidents, abnormal use or service, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional extended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the Company will provide an extended warranty(ies) on certain goods or components thereof. To obtain assistance under this limited warranty please contact Heat Transfer Solutions 3350 Yale Street, Houston, TX 77018; (832) 328-1010. The Company must receive a start-up information report for goods containing motor-compressors and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up or start-up date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date. No person has the authority to expand the Company's obligation beyond the terms of this express warranty. **THIS WARRANTY DESCRIBED HEREIN CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
12. **LIMITATION OF LIABILITY AND INDEMNITY:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 11 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the payment actually received by Company from Purchaser under this Agreement. **IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO PURCHASER, SUBSEQUENT PURCHASER, OR ANY OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF PROFITS OR REVENUE) ARISING FROM ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ANY DELAY, ACT, ERROR OR OMISSION OF THE COMPANY), WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT TORT.** Purchaser agrees to indemnify Company from any liability and expenses (including, but not limited to, attorney's fees and legal expenses), of any kind, arising from any claims of any subsequent purchaser or third party related to the products sold hereunder.
13. **TERMS OF AGREEMENT:** Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. Specifically, the Company does not accept any holdbacks from its billings (see TERMS OF PAYMENT above). No waiver, alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project.
14. **PAYMENT DEFAULT:** In the event of default in payment, Purchaser shall pay all costs of collection incurred by Company to collect such payment, including but not limited to collection agency fees, attorney's fees, legal expenses and court costs.
15. **GOVERNING LAW:** This Agreement is governed by and construed in accordance with the laws of the State of Texas.
16. **DISPUTE/CONTEST:** In the event a dispute arises related in any way to the products sold hereunder, HTS may elect, at its sole discretion, to submit the dispute to a commercial arbitrator in lieu of resolving the dispute in a court of law or equity. In any event, all lawsuits, causes of action, arbitrations or other disputes related in any way to the products sold hereunder shall occur in Harris County, Texas.



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

April 12, 2023

Kyle Sandvig
 Medina Valley ISD
 8449 FM 471 South
 Castroville, TX 78009

Site Address:
 Medina Valley Loma Alta MS
 266 Co Rd 381
 San Antonio, TX 78253

BuyBoard Proposal # 20-7287098
BuyBoard Contract# 631-20
Trane Vendor # 113086

ATTENTION: Kyle Sandvig

PROJECT NAME: MVISD Loma Alta MS installation of 350 RTAF Trane Chiller

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT

Unit Overview	
Chiller Model	RTAF air-cooled screw chiller
Unit Nominal Tonnage	350 nominal tons
Unit efficiency	High efficiency
Refrigeration Capacity	335.3 tons
Cooling Efficiency	10.01 EER (Btu/W-h)
IPLV.IP	16.24 EER (Btu/W-h)
NPLV.IP	16.24 EER (Btu/W-h)
Unit Voltage	460.V/60.Hz/3 phase
Refrigerant Type	Refrigerant charge R-513A
Agency Listing	UL listed
Pressure Vessel Code	ASME pressure vessel code
ASHRAE 90.1 Compliance	ASHRAE 90.1 - all versions up to 2016
Model Number	RTAF350EUAHXUA1N11X2NLN CCV1CAPBX*XAA1X*X*



SCOPE OF SERVICE

This Scope of Work includes all material, labor, equipment, scaffolding, supplies, tools, transportation, storage, superintendent, permits, inspections, insurance, compliance with local jurisdiction, and other things necessary for performance of work detailed below.

1. Get necessary permits to perform work with City
2. Schedule work with customer before work begins
3. Perform proper shut down of electrical and water to make unit ready for removal
4. Replace shut off valves if necessary, if replaced, district responsible for draining/refilling loop.
5. Disconnect necessary piping and electrical from existing York chiller
6. Using crane remove existing chiller and haul off for proper E.P.A. disposal
7. Using crane set new 350 ton RTAF Trane Chiller on existing pad/IBeams
8. Pipe in new chiller and re-insulate where insulation was removed
9. Get water flow running on existing pump and new chiller and check for proper operation
10. Perform OEM factory technician start up on chiller and provide log sheets to owner
11. Provide electronic M&O manuals to owner for new chiller
- 12. Five year parts, labor, and refrigeration warranty**

PRICING AND ACCEPTANCE

TOTAL PRICE:..... **\$341,775.00**

CLARIFICATIONS

- 1. Applicable taxes are not included and will be added to the invoice.
- 2. Estimated Delivery from PO will be 55-62 weeks
- 3. Any service not listed is not included.
- 4. Trane will need to verify final equipment selection with customer before ordering. Verification of tonnage and operating designs.
- 5. Work will be performed during normal Trane business hours.
- 6. This proposal is valid for 30 days from April 12, 2023

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

Sincerely,
Scott Naab

Scott Naab
Account Manager
Cell: 210 836 6108

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

- 1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
- 2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
- 3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
- 4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

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

<p>CUSTOMER ACCEPTANCE</p> <hr/> <p>Authorized Representative</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/> <p>Purchase Order</p> <hr/>

Acceptance Date
Trane's License Number: TACLA59925C

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. dba Trane.

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure; 49

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

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

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

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

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER 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.

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

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations.

Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

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

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

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

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

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

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

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

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this

Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)

Supersedes 1-10.48 (0720)



TRANE'S SAFETY STANDARD

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

PROVEN SAFETY SUCCESS

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

TRANE INJURY RATES V. INDUSTRY COMPETITORS

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

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

SAFETY TOOLS, TRAINING & EXPERTISE

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

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

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

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

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

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

JOBSITE SAFETY EQUALS CUSTOMER VALUE

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

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

BID DATE: 03/30/2023

REVISION: 0

TO: Medina Valley ISD
8449 FM 471
Castroville, TX 78009

LAST ADDENDUM: 00

SITE: Medina Valley ISD
Loma Alta Middle School
266 Co Rd 381
San Antonio, TX 78253

Attn: Kyle Sandvig

PROJECT: MVISD Loma Alta Middle School – Chiller Replacement 1

NOTE(S): No specifications or drawings provided. Based on walkthrough on

JCI/YORK PROPOSAL

We are pleased to provide equipment pricing for the above referenced project in accordance with the standard terms and condition of sale attached to this document. Proposal abides by specifications and scope provided by district.

Replacement of CH1: M# YVAA0343EXK46BA

Items to be provided:

<u>ITEM</u>	<u>QUANTITY</u>	<u>TAGS</u>	<u>DESCRIPTION</u>
I	One (1)	CH-1	YORK Air Cooled Screw Chiller
II	One (1)	-	YORK Turnkey Installation

EQUIPMENT DESCRIPTIONS

I. YORK Air Cooled Screw

Items Included

- YORK Model YVAA0343EXK46BA
- R-134A Refrigerant (fully charged)
- 460/3/60 Application
- Single Point Non-Fused Disconnect Switch with Lockable Handle
- BACnet Communication Card
- Actuated Suction Service Isolation Valves with Filter Dryer Service Valves
- 1 ½" Evaporator Barrell Insulation
- Flow Switch + Extension Kit
- Thermal Dispersion Flow Switch
- All Aluminum Microchannel Coils (no coating)
- No Heat Recovery
- Louvered (Full Unit) Enclosure Panels
- Low Sound Kit (Level 1 Reduction)
- Low Sound Fans with VSD Control
- Neoprene Isolators
- One Year Parts and Labor Warranty
- Factory Start Up

II. YORK Installation

- Lock-out, tag-out electrical circuits to chiller and pumps.
- Recover existing chiller refrigerant and properly dispose of per EPA guidelines.
- Remove oil and properly dispose of per EPA guidelines.
- Disconnect chilled water piping.
- Disconnect control wiring and remove conduit as required.
- Disconnect power circuits and remove conduit as required.
- Remove existing chiller from current location and demo off site
- Furnish and install new pipe up to isolation valve (contingent iso valve holds)
- New chiller to reside on existing concrete pad.
- Re-insulate all new piping to match existing.
- JCI to re-use existing power service to new chillers.
- Reconnect existing start/stop wire, signal, and alarm contacts from BAS system. No controls integration of any kind included.

JCI is proposing two chiller options.

The first is a like for like replacement of what is onsite. It follows the original factory order form and design criteria. Currently a 40–42-week lead time (mid-January of 2024). Signed submittals will be required.

The second option is a “quick build” or stock chiller that is made to a specific build that cannot be altered. Chiller can ship as early as October 15, 2023. JCI needs a signed contract or PO as soon as possible to secure chiller to client – stock chillers are available to all US clients, dates change daily. If opportunity passes JCI to report out next date available.

This solution differs from what is onsite and will require a thorough review from client along with signed submittals.

This proposal DOES NOT include:

- Delays/Disruptions.
- Overtime.
- Limited to the scope of work listed above, any additions, items, or work outside the scope, plans, & specifications would be quoted separately and or added as a change order to the contract at the customer’s approval.
- Rental chillers/Temporary Cooling
- Anything not listed in scope listed above.

Delays, Costs and Extensions of Time.

JCI’s time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI’s control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Quotation Validity.

Unless otherwise agreed in writing, a quotation provided by JCI may be accepted up to 30 days from the quotation date, after which JCI reserves the right to amend or withdraw it.

DELIVERY.

The delivery date(s) provided by Johnson Controls for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Johnson Controls. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL **NOT** BE A MATERIAL BREACH OF CONTRACT ON SELLER’S PART. If Buyer causes Johnson Controls to delay shipment or

completion of the product or equipment, Johnson Controls shall be entitled to any and all extra cost and expenses resulting from such delay.

PRICING:

All pricing is FOB factory with full freight allowed to jobsite, not including any taxes, fees or storage. Price is valid for 30 days after quotation.

Pricing – MVIDS Loma Alta CH1	
Chiller 1 (per original design/factory order) + Installation	\$293,650.00
Chiller 1 (stock chiller-see submittal) + Installation	\$275,150.00
ADD #1 Five Year Parts and Labor Warranty	\$18,500.00

Proposal abides by Sourcewell Contract # 070121-JHN. Maturity Date 08/12/2025.

Johnson Controls, Inc.

HVAC Systems

#070121-JHN

Maturity Date: 08/12/2025

Payment Options:

Johnson Controls Capital Funding Solutions

Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

Final pricing subject to change based on credit approval, any applicable state/local taxes

For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative, Ben Walsh and/or Alec Stuckart.

Ben Walsh
Benjamin.Walsh@jci.com

Alec Stuckart
Alec.Stuckart@jci.com

Please contact your JCI HVAC Sales Representative in regards to our discount option for pre-payment, prior to equipment shipment.

Thank you for the opportunity to be of service.

Respectfully,

HVAC Sales
Johnson Controls, Inc.
North America Systems

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, including a deposit invoice for 30%, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail NO: Please submit via _____

Standard Terms and Conditions – U.S.A./Canada

References to “products”, “equipment” or “services” herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation

(1) AGREEMENT AND LIMITATIONS. Buyer accepts these Standard Terms and Conditions by signing and returning Seller’s Quotation, by sending a purchase order in response to the Quotation, or Buyer’s instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer’s acceptance, Seller’s Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the “Agreement”). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions contained in Buyer’s purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller’s authorized representative. Buyer is hereby notified of Seller’s express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller’s Quotation. Neither Seller’s subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.

(2) TERMINATION OR MODIFICATION. If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller’s express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, PAYMENT AND INVOICING.

Prices in any quotation or proposal from Seller are subject to change upon notice sent to Buyer at any time before the quotation or proposal has been accepted. Seller may increase prices upon notice to the Buyer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by Seller, upon notice to Buyer at any time prior to shipment and regardless of Buyer’s acceptance of the Seller’s proposal or quotation, to reflect any increase in Seller’s cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Buyer via electronic delivery via EFT/ACH. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All undisputed amounts remain due net thirty (30) days from the date of invoice. In the event of Buyer’s default, the balance of any outstanding amounts will be immediately due and payable. Buyer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Buyer’s failure to make payment in full when due is a material breach of this Agreement. Buyer further acknowledges that if there is any amount outstanding on an invoice, it is material to Seller and will give Seller, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Seller’s obligations under or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Seller’s election to continue providing future services does not, in any way diminish Seller’s right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Seller shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Seller otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Buyer disputes any late payment notice or Seller’s efforts to collect payment. Buyer shall immediately notify Seller in writing and explain the basis of the dispute. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller’s sole discretion.

(4) DEPOSIT. Unless prohibited by law, Buyer agrees to pay a deposit equal to 30% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 30% deposit after Seller’s receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

(5) TAXES. All stated prices are exclusive of and Buyer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement.

. At any time prior to shipment, Seller shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

(6) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller, whether foreseeable or unforeseeable. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER’S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(7) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the “Warranty Period”) unless such Warranty Period is modified by Seller’s proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems sold and Seller installed in the US and Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, “Year One Service”). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third party manufacturer’s warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer’s warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller’s specifications, or (vii) if Seller’s serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration, Buyer must notify Seller in writing of its warranty claim prior to expiration of the Warranty Period to obtain for instructions on warranty procedures. Seller’s sole obligation for breach of this warranty shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller’s property. Any changes/extension to the Warranty Period that may be required due to project delays or slippage will be mutually agreed upon in writing by the parties and may require contract modifications to incorporate additional warranty products to accommodate such change/extension. **THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller’s instructions and at Seller’s expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller’s obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors (“JCI Parties”) be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, Buyer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber attacks or failures or interruptions to networksystems In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort**

(including negligence), or otherwise) shall be limited to the purchase price paid by Buyer hereunder.

(9) PATENTS. Seller shall defend or, at its own option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Buyers located in the United States or Canadian patents or copyrights, for Buyers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(10) One-Year Claims Limitation; Choice of Law. For Buyers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. For Buyers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

(11) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Buyers located in Canada, the venue for any such arbitration shall be in Ontario, Canada. For Buyers located in the United States, the venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

(12) SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth herein, the following terms apply to Software that is provided to Buyer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Seller's then-applicable list

price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

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

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

(15) MISCELLANEOUS

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) **INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) **INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) **COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of Canada or the United States with respect to where Seller is performing work or providing goods. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside of Canada or the United States, are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to Canada or the United States as set out in the Quotation or proposal, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) **BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) **COVID-19 VACCINATION:** Seller expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Seller's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Seller's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Seller.

(h) **LIEN LEGISLATION.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

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

(j) **ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

(Last Updated 4/2022)

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees

Date: April 24, 2023

RE: Consider adoption of Allotment and TEKS Certification for 2023-2024

School district and charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS). Districts and charters must submit certifications to receive access to ordering 2023-2024 instructional materials.

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TEKS Certification 2023–24 Form

In accordance with [Texas Education Code §31.004](#), local education agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C). The TEKS Certification 2023–24 Survey includes a section to allow LEAs to certify they meet this requirement.

In response to feedback from last year's process, the agency refined the TEKS Certification Process and will utilize the following tools:

TEKS Certification 2023-24 Form:

Printable, hard copy of the survey to be completed offline and presented to the board of trustees or governing body for ratification and signatures.

TEKS Certification 2023-24 Survey:

Web-based application where LEAs will submit their responses, collected on the TEKS Certification 2023-24 Form, and where LEAs will upload the signature page of the Form.

This year's TEKS Certification Process requires:

- The completion of the TEKS Certification 2023-24 Form,
- Ratification by the LEA's board of trustees or governing body in an open, public-noticed meeting; and
- Submission of the TEKS Certification 2023-24 Survey and upload of the signature page of the ratified TEKS Certification 2023-24 Form.

TEA recommends that LEAs complete these steps by **May 1, 2023**. The TEKS Certification 2023-24 Survey can be accessed beginning on March 20, 2023, on the [Instructional Materials webpage](#).

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 31, 2023, and is scheduled to reopen on May 15, 2023. **Completion of the TEKS Certification Process is required to regain access to allotment funds when EMAT reopens in May of 2023.**

TEKS Certification 2023–24 Survey submissions received after May 15, 2023, will typically be processed within five business days, then access to EMAT provided.

Instructions to Complete the TEKS Certification Process for 2023-24

1. **Review the TEKS Certification 2023-24 Form.**
2. **Gather information:** The form may require consultation with content area leads or other LEA staff.
3. **Complete TEKS Certification 2023-24 Form:** Complete the TEKS Certification 2023–24 Form by hand or digitally.
4. **Obtain needed signatures:** Ratify the **TEKS Certification 2023-24 Form** by the LEA's board of trustees or governing body in an upcoming, open board meeting.
5. **Submit TEKS Certification 2023-24 Survey:** Complete the online TEKS Certification 2023–24 Survey by answering the questions. Inside the survey you will upload the signature page of the signed Allotment and TEKS Certification 2023–24 Form from Step 4. The survey will be open for submissions beginning Monday, March 20, 2023, and will be located on the [Instructional Materials website](#).

Additional Supports

- The TEA will be hosting a webinar to review the TEKS Certification 2023–24 Process on *Monday, March 20, at 2:00 p.m. CDT*. You can find the registration link [here](#).
- The TEA will host office hours on *Tuesday, March 28, at 11:00 a.m. CDT*. Registration link for office hours can be found [here](#).
- For questions about the TEKS Certification 2023–24 form, survey, or process, please submit a [Help Desk ticket](#).

Review Terminology

Additional Supports

- **Scope and Sequence:** A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier 1 or core materials): Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.
- **Supplemental materials** (may be used in Tier 1, Tier 2, or Tier 3 settings): Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

About the Qualtrics Survey

Within the Qualtrics survey, you will be given a list of commonly known publishers and products. Should your district use a district-developed product, or the product is not listed, you will be asked to write in the name of the publisher and product.

Background Information

QUESTION 1.0: Name of person completing this form
[Reed Trosper](#)

QUESTION 1.1: Your email address
reed.trosper@mvisd.org

QUESTION 1.2: Select the role that best describes your position at your district or charter: [Single Select]

- Instructional Material Coordinator
- Curriculum Director
- Principal
- Administrative Assistant
- Superintendent
- Other

LEA Information

QUESTION 2.0: Region #
[Region 20](#)

QUESTION 2.1: District or Charter Name and County District Number
[Medina Valley ISD 163908](#)

QUESTION 2.2: Superintendent's Name
[Scott Caloss](#)

QUESTION 2.3: Superintendent's email address
scott.caloss@mvisd.org

QUESTION 2.4: School board president's or governing body's name
[Beth Zinsmeyer](#)

QUESTION 2.5: School board president's or governing body's email address
beth.zinsmeyer@mvisd.org

QUESTION 2.6: Date of the school board meeting at which the TEKS Certification Form was presented and approved
[April 24, 2023](#)

Reading Language Arts TEKS Certification

Scope and Sequence - All Grade Levels RLA

QUESTION 3.0: Do you manage the scope and sequence of your reading language arts content at a LEA (district or charter) level? Please indicate your LEA’s approach to managing the scope and sequence of the reading language arts content in each of the following grade bands. [Single select for each grade band]

		Do not manage scope and sequence at a LEA level	Use product-specific scope and sequence	Use LEA-developed scope and sequence	Use Texas Resource System (TRS) scope and sequence	N/A
QUESTION 3.1:	Kindergarten – 2 nd Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.2:	3 rd –5 th Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.3:	6 th –8 th Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.4:	9 th - 12 th Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

English Reading Language Arts K-5 TEKS Coverage Certification

QUESTION 4.0: For school year 23–24 will your LEA make materials available for use that cover 100% of the **K–5 English RLA TEKS**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.) [Single Select]

- Yes
- No

English Reading Language Arts K-5 Instructional Materials

QUESTION 5.0:

Share the **full-subject** publisher/ product that teachers in your LEA will use regularly (once a week or more, on average) for **K-5 English RLA** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades K–2 English RLA full- subject publisher/ product used:

[McGraw-Hill- Texas Wonders](#)

Grades 3–5 English RLA full- subject publisher/ product used:

[McGraw-Hill- Texas Wonders](#)

QUESTION 5.1: Share the **supplemental** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **K-5 English RLA** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

Amplify Texas

Grades K–2 English RLA supplemental publisher/ product used:

[Amplify Texas](#)

[95% Phonics](#)

[TEKS Resource System](#)

[iStation](#)

Grades 3–5 English RLA supplemental publisher/ product used:

[TEKS Resource System](#)
[iStation](#)

Spanish Reading Language Arts K-5 TEKS Coverage Certification

QUESTION 6.0: For school year 23–24 will your LEA make materials available for use that cover 100% of the **K-5 Spanish RLA TEKS**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)
[Single select]

Yes

No

Spanish Reading Language Arts K-5 Instructional Materials

QUESTION 7.0: Share the **full-subject** publisher/ product that teachers in your LEA will use regularly (once a week or more, on average) for **K-5 Spanish RLA** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

[Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills \(TEKS\) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.](#)

Grades K–2 Spanish RLA full- subject publisher/ product used:

[McGraw Hill Texas Maravillas](#)

Grades 3–5 Spanish RLA full- subject publisher/ product used:

[McGraw Hill Texas Maravillas](#)

QUESTION 7.1: Share the **supplemental** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **K-5 Spanish RLA** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

[Supplemental Materials: Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.](#)

Grades K–2 Spanish RLA supplemental publisher/ product used:

[Istation Reading en Espanol](#)
[TEKS Resource System](#)
[mClass-Lectura](#)

[TEKS Resource System](#)

Grades 3–5 Spanish RLA supplemental publisher/ product used:

[Istation Reading en Espanol](#)
[TEKS Resource System](#)
[mClass-Lectura](#)

English Reading Language Arts 6-8 TEKS Coverage Certification

QUESTION 8.0: For school year 2023–24 will your LEA make materials available for use that cover 100% of the **English 6-8 RLA TEKS**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

- Yes
 No

English Reading Language Arts 6-8 Instructional Materials

QUESTION 9.0: Share the **full-subject** publisher/ product that teachers in your LEA will use regularly (once a week or more, on average) for **English 6-8 RLA** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades 6-8 English RLA full- subject publisher/ product used:
[Savvas- myPerspectives](#)

QUESTION 9.1: Share the **supplemental** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **English 6-8 RLA** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

Supplemental Materials: Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

Grades 6-8 English RLA supplemental publisher/ product used:
[Istation](#)
[TEKS Resource System](#)
[noredink](#)

English Reading Language Arts 9-12 TEKS Coverage Certification

QUESTION 10.0 For school year 2023-24 will your LEA make materials available for use that cover 100% of the **English 9-12 RLA TEKS**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)

- Yes
 No

English Reading Language Arts 9-12 Instructional Materials

QUESTION 11.0 Share the **full-subject** publisher/ product that teachers in your LEA will use regularly (once a week or more, on average) for **English 9-12 RLA** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades 9 - 12 English RLA full- subject publisher/ product used:
[Savvas- myPerspectives Texas English Language Arts](#)

QUESTION 11.1 Share the **supplemental** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **English 9-12 RLA** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

Supplemental Materials: Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

Grades 9-12 English RLA supplemental publisher/ product used:
[TEKS Resource System](#)

Mathematics TEKS Certification

QUESTION 12.0: Do you manage the scope and sequence of your mathematics content at a LEA (district or charter) level? Please indicate your LEA’s approach to managing the scope and sequence of the mathematics content in each of the following grade bands. [Single Select for each grade band]

		Do not manage scope and sequence at a LEA level	Use product-specific scope and sequence	Use LEA-developed scope and sequence	Use Texas Resource System (TRS) scope and sequence	N/A
Question 12.1:	Kindergarten – 2 nd Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 12.2:	3 rd –5 th Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 12.3:	6 th –8 th Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 12.4:	9 th - 12 th Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Mathematics K-5 TEKS Coverage Certification

QUESTION 13.0: For school year 2023-24 will your LEA make materials available for use that cover 100% of the **K–5 Mathematics TEKS**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.) [Single Select]

- Yes
- No

Mathematics K-5 Instructional Materials

QUESTION 14.0: Share the **full-subject** publisher/ product that teachers in your LEA will use regularly (once a week or more, on average) for **K–5 Mathematics** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades K–5 Mathematics full- subject publisher/ product used:
[enVision MATH Texas 2.0](#)

QUESTION 14.1: Share the **supplemental** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **K-5 Mathematics** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

Supplemental Materials: Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

Grades K–5 Mathematics supplemental publisher/ product used:
[TEKS Resource System](#)
[Istation](#)

Mathematics 6-8 TEKS Coverage Certification

QUESTION 15.0 For school year 2023-24 will your district make materials available for use that cover 100% of the **6-8 Mathematics TEKS**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials).
[Single Select]

- Yes
 No

Mathematics 6-8 Instructional Materials

QUESTION 16.0: Share the **full-subject** publisher/product that teachers in your LEA or charter will regularly use (once a week or more, on average) for **6-8 Mathematics** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades 6-8 Mathematics full- subject publisher/ product used:

[HMH- Texas Go Math!](#)

QUESTION 16.1: Share the **supplemental** publisher/product that teachers in your LEA or charter will regularly use (once a week or more, on average) for **6-8 Mathematics** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

Supplemental Materials: Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

Grades 6–8 Mathematics supplemental publisher/ product used:

[Istation](#)

[TEKS Resource System](#)

Mathematics 9-12 TEKS Coverage Certification

QUESTION 17.0: For School Year 2023-24 will your LEA make materials available for use that cover 100% of the **9-12 Mathematics TEKS**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)
[Single Select]

- Yes
 No

Mathematics 9-12 Instructional Materials

QUESTION 18.0: Share the **full-subject** publisher/product that teachers in your LEA or charter will regularly use (once a week or more, on average) for **9-12 Mathematics** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades 9-12 Mathematics full- subject publisher/ product used:

[HMH Algebra I](#)

[HMH Algebra II](#)

[HMH Geometry](#)

[Savvas Math Models- Mathematics Models With Applications Texas Edition](#)

[Cengage Pre-Calculus - Precalculus with Limits: A Graphing Approach](#)

QUESTION 18.1: Share the **supplemental** publisher/product that teachers in your LEA or charter will regularly use (once a week or more, on average) for **9-12 Mathematics** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

Supplemental Materials: Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

Grades 9-12 Mathematics supplemental publisher/ product used:
[TEKS Resource System](#)

Social Studies TEKS Certification

QUESTION 19.0: Do you manage the scope and sequence of your social studies content at a LEA (district or charter) level? Please indicate your LEA’s approach to managing the scope and sequence of the social studies content in each of the following grade bands. [Single Select for each grade band]

		Do not manage scope and sequence at a LEA level	Use product-specific scope and sequence	Use LEA-developed scope and sequence	Use Texas Resource System (TRS) scope and sequence	N/A
Question 19.1:	Kindergarten – 2 nd Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 19.2:	3 rd –5 th Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 19.3:	6 th –8 th Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 19.4:	9 th - 12 th Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Social Studies K-5 TEKS Coverage Certification

QUESTION 20.0: For school year 2023-24 will your LEA make materials available that cover 100% of the Grades K–5 Social Studies TEKS? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)

- Yes
- No

Social Studies K-5 Instructional Materials

QUESTION 21.0: Share the **full-subject** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **K-5 Social Studies** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades K-5 Social Studies full- subject publisher/ product used:
[McGraw Hill Education - United States History: 1565 to Modern Times](#)
[Studies Weekly -Texas Studies Weekly](#)

QUESTION 21.1: Share the **supplemental** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **K-5 Social Studies** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

Supplemental Materials: Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

Grades K-5 Social Studies supplemental publisher/ product used:

[TEKS Resource System](#)

Social Studies 6-8 TEKS Coverage Certification

QUESTION 22.0: For school year 2023-24 will your LEA make materials available that cover 100% of the **6-8 Social Studies TEKS**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)

- Yes
 No

Social Studies 6-8 Instructional Materials

QUESTION 23.0: Select **full-subject** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **6-8 Social Studies** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades 6-8 Social Studies full- subject publisher/ product used:

[McGraw Hill School Education LLC- World Cultures and Geography/ Texas History/ US History](#)

QUESTION 23.1: Share the **supplemental** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **6-8 Social Studies** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

Supplemental Materials: Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

Grades 6-8 Social Studies supplemental publisher/ product used:

[TEKS Resource System](#)

Social Studies 9-12 TEKS Coverage Certification

QUESTION 24.0: For school year 2023-24 will your LEA make materials available that cover 100% of the **9-12 Social Studies TEKS**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)

- Yes
 No

Social Studies 9-12 Instructional Materials

QUESTION 25.0: Share the **full-subject** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **9-12 Social Studies** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades 9 - 12 Social Studies full- subject publisher/ product used:

HMH- The Americans/World Geography/ World History

Perfection Learning- Basic Principles of American Government

HMH - Holt-McDougal Economics

Pearson - Cultural Landscape / AP Human Geography

Cengage Learning - The Earth and Its People/ AP World History

QUESTION 25.1: Share the **supplemental** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **9-12 Social Studies** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

Supplemental Materials: Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band

Grades 9 - 12 Social Studies supplemental publisher/ product used:

TEKS Resource System

Science TEKS Certification

QUESTION 26.0: Do you manage the scope and sequence of your science content at a LEA (district or charter) level?
Please indicate your LEA’s approach to managing the scope and sequence of the science content in each of the following grade bands. [Single select for each grade band]

		Do not manage scope and sequence at a LEA level	Use product-specific scope and sequence	Use LEA-developed scope and sequence	Use Texas Resource System (TRS) scope and sequence	N/A
Question 26.1:	Kindergarten – 2 nd Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 26.2:	3 rd –5 th Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 26.3:	6 th –8 th Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 26.4:	9 th – 12 th Grade	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Science K-5 TEKS Coverage Certification

QUESTION 27.0: For school year 2023-24 will your LEA make materials available that cover 100% of the **K–5 Science TEKS**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)

- Yes
- No

Science K-5 Instructional Materials

QUESTION 28.0: Share the **full-subject** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **K-5 Science** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades K-5 Social Science full- subject publisher/ product used:
HMH Texas Science Fusion

QUESTION 28.1: Share the **supplemental** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **K-5 Science** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

Supplemental Materials: Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

Grades K-5 Science supplemental publisher/ product used:
TEKS Resource System
Science Penguin

Science 6-8 TEKS Coverage Certification

QUESTION 29.0: For school year 2023-24 will your LEA make materials available that cover 100% of the **6-8 Science TEKS**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)

- Yes
 No

Science 6-8 Instructional Materials

QUESTION 30.0: Share the **full-subject** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **6-8 Science** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades 6 - 8 Science full- subject publisher/ product used:
[Savvas Texas Interactive Science](#)

QUESTION 30.1: Share the **supplemental** publisher/product that teachers in your district or charter will regularly use (once a week or more, on average) for **6-8 Science** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

Supplemental Materials: Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

Grades 6 - 8 Science supplemental publisher/ product used:
[TEKS Resource System](#)
[The Science Duo](#)

Science 9-12 TEKS Coverage Certification

QUESTION 31.0: For school year 2023-24 will your LEA make materials available that cover 100% of the **9-12 Science TEKS**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials.)

- Yes
 No

Science 9-12 Instructional Materials

QUESTION 32.0: Share the **full-subject** publisher/product that teachers in your LEA will regularly use (once a week or more, on average) for **9-12 Science** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades 9 – 12 Science full- subject publisher/ product used:
[HMH - Texas Biology/Modern Chemistry](#)
[Ergopedia -Essential Physics](#)
[TPS - Forensics](#)

QUESTION 32.1: Share the **supplemental** publisher/product that teachers in your district or charter will regularly use (once a week or more, on average) for **9-12 Science** instruction to ensure coverage of 100% of the TEKS (do not include products used to build classroom libraries).

Supplemental Materials: Materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

Grades 9 - 12 Science supplemental publisher/ product used:

[TEKS Resource System](#)

Phonics Informational Questions

QUESTION 33.0 Share the full-**subject** publisher/ product that teachers in your district will use regularly (once a week or more, on average) for Grades **K-3 Phonics RLA** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials: Full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

Grades K-3 Phonics RLA full- subject publisher/ product used:

[95% Phonics](#)

[SAVVAS Learning - Wonders](#)

Children's Internet Protection

The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

QUESTION 34.0: Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).?

Yes

No

Linewize, satisfies our compliance with CIPA.

Additional Informational Questions (Optional)*

QUESTION 35.0 Has your district or charter ever used the Texas Resource Review (TRR) to make decisions about which instructional materials to use?*

Yes

No

QUESTION 35.1 **If "Yes" is selected:** In which subject area(s) have you used the TRR to obtain information about the quality of products? *

- English Reading Language Arts
- Spanish Reading Language Arts
- Prekindergarten
- Math

QUESTION 36.0 **How likely is it you would recommend TRR to other educators? 0 (Not at all likely) to 10 (Extremely Likely)***

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

QUESTION 37.0

Assessment Platform: Select the assessment platform (if any) your district leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Product	Interim	Diagnostic	Unit/Module Formatives
Eduphoria	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DMCA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas Formative Assessment Resource	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STAAR Interim	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: iStation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other: LASLINKS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other: mClass	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

TEKS Certification and Allotment Survey Ratification [Printed and uploaded PDF]

In accordance with Texas Education Code [§31.04](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools

are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA).

Other Certified Subject Areas:

Please select each subject in the required curriculum below for which your LEA provides each student with instructional materials that cover all elements of the essential knowledge and skills: [multiple select]

- Career & Technical Education
- Fine Arts
- Health
- Technology Applications
- English Language Proficiency Standards
- Languages other than English

District County Number (6-digit ID):

163908

District or Charter Name:

Medina Valley ISD

Date of Ratification by Local School Board of Trustees or Governing Body:

Insert here

Signature of the Board President and Secretary or Governing Board Officer

Board President

Date

Board Secretary

After ratification, LEAs will submit this form to the TEA through an electronic TEKS Certification 2023–24 Survey. The survey will be available on the [TEA State-Adopted Instructional Materials webpage](#) beginning on **Monday, March 20, 2023.**

Medina Valley Independent School District Board Norms (April 2023)

Medina Valley ISD Board of Trustees is committed to Good Governance and becoming the best Board in the state. To that end, MVISD Trustees are committed to developing a system that supports the *Three Essential Roles* (see model) and is committed to always operating in the Strategic Role while striving for the best processes to support the Tactical and Operational Roles.

Additionally, the MVISD Board of Trustees will model continuous improvement by utilizing a Board Scorecard in order to continuously improve Good Governance outcomes and will oversee the district progress through the use of a district balanced scorecard. By doing so, we are committing to work ON Good Governance and OVERSEE district outcomes.

In addition to adherence to and support of the Three Essential Roles, we will strive for excellence in Good Governance by committing to the following norms which were developed as a Team of Eight in Spring, 2023.

New Section:

At all times, Members will:

1. Request information from or through the Superintendent, and only from staff members with the prior knowledge of the Superintendent.
2. Refer all persons with positive or negative comments regarding school district operations to the proper staff person or administrator directly responsible for the operational activity. Focus on the Board's role and not become involved in the day-to-day operations of the school system. We will not engage in the resolution of problems; rather we will refer these concerns to the Superintendent.
3. ~~Limit the amount of time Board members spend in schools and Central Administration to only scheduled Board meetings, committee meetings, agenda setting, meetings with the superintendent, and other Board approved meetings, tours or events of which the Superintendent is notified and the entire Board is aware.~~
4. Board Members will notify the Superintendent in advance of visits to district campuses and departments.

Before Board Meetings, Members Will:

1. Submit items for inclusion on the agenda by noon of the Monday of the week preceding the meeting day for regular and special meetings so the Superintendent may assemble information bearing on the item before the meeting
2. ~~Ensure Board members~~ Receive all relevant materials, information, data, etc. related to the agenda items at least 72 hours in advance of regular and special meetings. Board members will direct individual requests for additional materials or information specific to agenda related questions to the Superintendent at least 24 hours prior to the meeting.
3. Request information **related to the agenda items** from or through the Superintendent, and only from staff members with the prior knowledge of the Superintendent.
4. ~~Refer all persons with positive or negative comments regarding school district operations to the proper staff person or administrator directly responsible for the operational activity. Focus on~~

Medina Valley Independent School District
Board Norms (April 2023)

~~the Board's role and not become involved in the day-to-day operations of the school system. We will not engage in the resolution of problems; rather we will refer these concerns to the Superintendent. (moved up to new section)~~

- ~~5. Limit the amount of time Board members spend in schools and Central Administration to only scheduled Board meetings, committee meetings, agenda setting, ~~meetings with the superintendent~~, and other Board approved meetings, tours or events of which the entire Board is aware. (moved up to new section)~~

During Board Meetings, Members Will:

1. Ensure they are fully prepared, on time and ready to participate.
2. Endeavor to start and end meetings on time.
3. Avoid hidden agendas and springing any surprises on other members.
5. Once recognized by the Board President, ensure that each board member is allowed to speak without interruption.
6. Focus on an agenda item until it is resolved or until a specified time has been reached to resume the resolution process.
7. Say it once, say it well.
8. Model the behaviors the Board expects of students, staff, and community members.
9. Before committing to a position on an agenda item or issue make sure all relevant information has been presented, including the Superintendent's recommendation.

After Board Meetings, Members Will:

1. Support the decisions of the Board and will not work to undermine Board decisions or encourage others to do so.
2. Abide by the confidentiality laws of executive session and ensure all documents, records, reports, etc. are treated in accordance with applicable laws, regulations, policies, etc.
3. Faithfully serve in trust for the entire community.

During Board meetings, Trustees will commit to staying in the Strategic role by focusing on good questioning techniques. The following questions are a sampling of the types of questions that the Medina Valley Trustees are committed to utilizing.

MOAK, CASEY & ASSOCIATES
 Strategic Thought, Design and Continuous Improvement
THREE ESSENTIAL ROLES IN AN ALIGNED SCHOOL SYSTEM

Strategic Role

- Board and Superintendent
- Big Picture...View from 50,000 feet
- Overlooks the entire system and sees how the parts relate to the whole
- Focuses on representing the community's needs and interests
- Looks to the long term...usually 3-5 years
- Provides overall structure for district-wide goals
- Sets clear targets for overall goals
- Works ON macro system

Superintendent

Superintendent

Tactical Role

- Superintendent and Leadership Team
- Sees the wide picture...View from 10,000 feet
- Coordinates the component parts of the organization
- Overlooks the schools and departments
- Focuses on working directly with internal/external customers (faculty and staff, parents, community & students)
- Looks out 1-2 years
- Provides structure at the campus and department level
- Creates and deploys plans that will lead to improvement
- Depending on the situation, the person may work either ON the macro system or IN a micro system

Administrator

Administrator

Operational Role

- Instructional & Operational Leaders and Front-Line Staff
- Focuses on the ground level picture...what is happening day to day
- Coordinates a specific part of the organization
- Overlooks a classroom, department or teaching team
- Focuses primarily on the students and parents
- Looks days or weeks out...sometimes looking at the full year during planning sessions
- Provides structure at the classroom level
- Refines and adjusts plans so that improvement will result
- Works IN micro system

Administrator

Administrator

**GOOD GOVERNANCE PRIMER SERIES:
PURPOSEFUL LEADERSHIP IN THE STRATEGIC ROLE
WITHIN THE CONTINUOUS IMPROVEMENT FRAMEWORK**

**INDICATOR 2: SETTING A CADENCE OF ACCOUNTABILITY UTILIZING BALANCED SCORECARD (BSC)
AND MONTHLY REVIEW SESSIONS**

WHY: If the BSC represents what is most important to the Board, then the oversight of the BSC should be prominently featured as part of the monthly Board meetings. By establishing this systematic process, the Board is demonstrating to the community and staff that it takes seriously its responsibility to monitor what is most important and its commitment to these Strategic Objectives not getting lost in the day-to-day whirlwind of school activities. The Board must commit to rise above the minutia and commit to (at least) a 30 minute, strategic conversation once a month. The BSC conversation should provide the community and staff with a clear, easy to understand description of progress in the four perspectives. This systematic action demonstrates commitment to continuous improvement and strategic focus.

Board members typically only see what is presented to them by the Tactical Team. The inquisitive Board member may want more information than what is being shared. The best way to receive such information is to ask good questions. Furthermore, board members can play a transformational role in creating space for deep reflection in the Tactical Team by asking good questions.

WHAT: The Board Balanced Scorecard Report is a systematic process for review of all four perspectives at least twice annually. When scheduling reports, it is important to do them at a logical time of year. For example, Perspective Four (financial) could be conducted in Spring in conjunction with budget preparation for the following year. The Board's role in Balanced Scorecard Reports is to assess if adequate progress is being made and if initial targets are realistic.

Board member questions, in general, should be strategic in nature, reflect a genuine curiosity on the part of the Trustee and not be politically driven and/or trying to delve into the Tactical Role. To this end, it may be most prudent for some larger, organization-wide questions to not be answered "on the spot", but rather ask the Tactical Team to reflect and respond to the full – later (in writing). Finally, it is best to not ask a question unless you fully understand what you are asking. It may be that you have questions that are helping you understand enough to form the big question you wish to ask. Just be clear when asking these that you alert the Tactical Team of your intent to ask a question, or series of questions, to help you formulate the overarching question.

HOW: Use the Moak Casey BSC Board Report Calendar to assist in setting your systematic calendar for BSC review. The Superintendent and Tactical Team will likely want to conduct an internal review in the month prior to each Board Report. This is an opportunity to engage your Community Advisory Committee (CAC) in a meaningful manner. After a 30 minute overview, CAC members can be asked to complete a Four-Square Analysis (clear, partly cloudy, strength, opportunity for improvement) on what they heard. The focus on organizational improvement across all four perspectives is the goal.

Key Concepts To Remember During Balanced Scorecard Reporting:

- Keep reports less than 30-45 minutes.

- Back up data may be needed to help the Board, but every Board question does not necessarily have to be answered.
- Setting the target is the Board’s role (the what and when) ... Setting the action plan (the how) is the Tactical Team’s role.
- The Board has an obligation to systematically monitor progress towards targets.
- The Board should constantly monitor if original targets are still attainable in light of status of other perspectives.
- Comparison results should only be considered with sensitivity to demographic similarities/differences and only used for organizational improvement (not staff evaluation).
- When possible, data should follow the L-T-C Model (Level-Trend-Comparison). (See example.)
- Good data access and quick transference to knowledge should become increasingly important.
- Even a failed attempt at improvement may be considered a success (organizational learning).

Key Questions for Board to Consider in Three Categories:

1. Broad, Self-Reflective Questions:

- a. What am I hearing about in the community that I am not hearing in Board meetings, and where does it fit in our strategic direction?
- b. What do I not know enough about in the District? How would this knowledge help me be a better Board member?
- c. What do I regularly see being discussed but not resolved?
- d. Do I think about the District from a balanced lens? (Four Perspectives)
- e. How well do I know and trust fellow Trustees and Tactical Team members that regularly interact with the Board?

2. Overarching Questions for the Full Board to Consider/Discuss:

- a. Does our agenda reflect our strategic intent?
- b. Are we adequately thinking/talking long-term?
- c. How would we collectively describe our culture?
 - i. The Strategic Team?
 - ii. The District?
- d. Are we keeping a balanced approach to thinking, talking, and decision-making?
- e. Is the community environment changing in ways that are not imbedded in our conversations?
- f. Is our communication protocol(s) with the Tactical Team working?

3. Sample Strategic Questions for Balanced Scorecard Reporting:

- a. How does this idea/program fit into our Strategic Plan?
- b. What is the vision for this program/idea/concept?
- c. How do we quantify progress in this area? How does it trend? How does it compare?
- d. How do our stakeholders know this service exists? How would we self-rate our marketing efforts?
- e. What percent of the total budget is dedicated to this effort?
- f. What is the best way for the Board to help?
- g. What else (do we need to know), (do you need in order to be successful), (have we not thought of)?
- h. What concerns us most about this?

- i. What is worthy of a celebration?
- j. Have we aligned the appropriate resources with this initiative?
- k. Do our measures appropriately address both progress and cultural impact?
- l. Are there budgeted items that are so removed from our strategic direction that they can be strategically abandoned?
- m. How does this proposed budgetary expenditure align to our strategic direction and how will it ultimately (positively) impact our community? How much does it cost to sustain? Can we afford it? Does it replace something else or is it an additional expenditure?
- n. Is our target set too high? Too low?
- o. Is this the best measure for success?
- p. Which Perspective does this help? Is there a potential negative unintended impact on another perspective?
- q. What do these data seem to tell us? Not tell us?
- r. What improvement need might arise from these data?
- s. Did we miss something in our Strategic Objective when we first defined it?
- t. Are we validating with our ears too much (anecdotal) and not with our eyes (data)? And, vice-versa...?
- u. Are we maintaining our strategic focus or are we off track?
- v. What research would we need to undertake in order to “know what we don’t know”?
- w. How is this being perceived at the operational level (front-line)? (Besides anecdotal evidence)
- x. How do we know this is aligned to our customers’ needs?
- y. Are our Strategic Objectives well understood at the operational level? How do we know?
- z. Are we innovative enough? What is our tolerance/process for innovation?

BALANCED SCORECARD BOARD REPORT CALENDAR

MONTH	ADMIN TEAM REPORT	BOARD REPORT	WHICH MEASURES TO REVIEW?
AUG	Perspective One	Review Of Scorecard Status based on Previous Year Results	
SEPT	Perspective Two	Perspective One	
OCT	Perspective Three	Perspective Two	
NOV	Perspective Four	Perspective Three	
DEC	Perspective One	Perspective Four	
JAN	Perspective Two	Perspective One	
FEB	Perspective Three	Perspective Two	
MARCH	Perspective Four	Perspective Three	
APRIL	Perspective One	Perspective Four	
MAY	Perspective Two	Perspective One	
JUNE	Perspective Three and Four	Perspectives Two, Three, Four	

Medina Valley Independent School District

Proposed new positions for the 2023-2024 school year:

Behavior Specialist 226-day Professional Pay Grade 3

- Assist campus staff (Teachers and Aides) with student behaviors

Secretary for VP Office 217-day (High School only) Para Professional Pay Grade 4

- Assist VP's (Same as Counselor's Secretary at High School)

Medina Valley Independent School District

New Additional Duty Rates:

Curriculum Writing - \$35.00 per hour

- Summer time
- Teachers only