

Regular Meeting
Monday, March 10, 2025 5:30 PM

GISD Administrative Board Room
1615 St Lawrence St.
P O Box 157
Gonzales, Texas 78629

Agenda

1. Call to Order
Presenter: Board President
 - 1.A. Roll Call
Presenter: Board President
 - 1.B. Invocation:
Presenter: Teresa Cunningham, GJHS Student
 - 1.C. Pledge:
Presenter: Alexis Padilla, GJHS Student
 - 1.D. Mission Statement:
Presenter: Michael Modgling, GJHS Student
2. Public Comments
Presenter: Board President
3. Recognitions

Presenter: Amanda Smith, Acting Superintendent and Chief Financial Officer
4. Adjourn to Closed session: Under Texas Government Code Chapter 551, The board will recess this open session and convene in a closed meeting to discuss items on the agenda. The board may conveniently meet in such a closed or executive session or meeting, concerning any and all subjects and for any and all purposes permitted by Texas government code chapter 551:
Presenter: Board President
 - 4.A. Consultation with legal counsel regarding subject matters permitted by law, including hiring of Superintendent, Superintendent Contract, and other legal agreements and matters, pursuant to Tex. Gov't Code 551.071
5. New Business/Action Items
 - 5.A. Discuss and Consider Action to Hire Superintendent and Approve Superintendent Contract
Presenter: Board President
 - 5.B. Consent Agenda

Discuss and Consider Action to approve the Consent Agenda
Presenter: Amanda Smith, Acting Superintendent
 - 5.B.1. Minutes of Meetings:
 - 5.B.2. Budget Amendments:
 - 5.C. Discuss and Consider Action on Updates to Board Policies: Policy Update 124 (Local), EIA (Local), and DFE (Local)
Presenter: Amanda Smith, Acting Superintendent and Chief Financial Officer

- 5.D. Discuss and Consider Action on Purchase of HVAC Equipment and Installation Services and Delegate Authority to the Superintendent to Finalize the Purchase
Presenter: Gene Kridler, Executive Director of Operations; Amanda Smith, Acting Superintendent & Chief Financial Officer
- 5.E. Discuss and Consider Action on Prekindergarten Tuition Rate for the 2025-26 School Year
Presenter: Amanda Smith, Chief Financial Officer
- 5.F. Discuss and Consider Action on Purchase of Materials Testing for the CTE Building and Ag Barn as Part of the 2023 Bond Program
Presenter: Amanda Smith, Acting Superintendent and Chief Financial Officer
- 5.G. Discuss and Consider Action on Guaranteed Maximum Price (GMP) for the CTE Building & Ag Barn as Part of the 2023 Bond Program
Presenter: Gene Kridler, Director of Operations; Amanda Smith, Acting Superintendent & Chief Financial Officer
6. Reports
 - 6.A. Academic Report
Presenter: Dr. Rachelle Ysquierdo, Executive Director of Curriculum and Instruction
 - 6.B. Texas Academic Performance (TAPR) Annual Report
Presenter: Dr. Rachelle Ysquierdo, Executive Director of Curriculum and Instruction
 - 6.C. 2024-25 District Improvement Plan and Campus Improvement Plans Formative Review Report
Presenter: Dr. Rachelle Ysquierdo, Executive Director of Curriculum and Instruction
 - 6.D. Financial Report
Presenter: Amanda Smith, Chief Financial Officer
 - 6.E. 2023 Bond Program Monthly Update
Presenter: Casey Sledge, Sledge Engineering/ESC Region 13
 - 6.F. Superintendent's Report
7. Board Business
 - 7.A. Board Correspondence
 - 7.B. Dates of Interest
8. Adjourn to Closed session: Under Texas Government Code Chapter 551, The board will recess this open session and convene in a closed meeting to discuss items on the agenda. The board may conveniently meet in such a closed or executive session or meeting, concerning any and all subjects and for any and all purposes permitted by Texas government code chapter 551:
Presenter: Board President
 - 8.A. Personnel
 - 8.B. Administrator Contracts
 - 8.C. Safety & Security: Intruder Detection Audit Finding(s)
9. Reconvene to Open Meeting: The Board will take appropriate action on items, if necessary, as discussed in Closed Session
Presenter: Board President
10. Adjourn



Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Naomi Brown

D'Anna Robinson

Ashley Molina

Gloria Torres

GISD School Board Agenda Information Sheet
March 10, 2025

SUBJECT: Public Comments

RATIONAL SUMMARY:

The next item on the agenda is public comment. Before we begin, I will remind our audience members of the Board's procedures for handling public comments. The public comment portion of our meeting is available to members of the public who wish to address a meeting item on tonight's agenda or other matter pertaining to Gonzales ISD.

Anyone who wants to speak during public comment must sign in before the start of the meeting and list the agenda item they want to discuss. Each public comment speaker will be allowed a maximum of 5 minutes to address the Board. If necessary for effective meeting management, or to accommodate large numbers of individuals wishing to address the Board, we may shorten the time for each individual wishing to present comments. The public comment portion of the meeting will allow all speakers who have signed up before the start of the meeting to address the Board regarding an item on tonight's agenda. Persons requiring a translator will be given additional time.

Please keep your comments or criticisms civil and courteous. Please also avoid using profanity during your opportunity to speak. Last, we ask that you not discuss students who are not your child.

If a speaker is seeking Board resolution of a specific complaint, that concern should be addressed through the District's grievance process. District policy DGBA has been established for addressing employee complaints, policy FNG is the avenue for filing parent complaints, and policy GF address community member complaints. Grievance forms can be obtained at any campus administration office, or in the central administration offices.



LEARNING TODAY,
LEADING TOMORROW



Board of Trustees

Ross Hendershot III
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Vice President

Josie Smith-Wright
Secretary

Gloria Torres

D'Anna Robinson

Ashley Molina

Naomi Brown

RECOGNITIONS

RATIONAL SUMMARY: This month, administration would like to recognize the contributions/accomplishments of the following individuals:

Administrator Responsible: Amanda Smith, Acting Superintendent and Chief Financial Officer

- GPA
 - Yaretzi Martinez
 - Riley Izaguirre
 - Baylee Molina
 - Anaveah Carrizales
 - Natanael Suzrez
 - Aaron Orduna
 - Tatum Vega
 - Kaylynn Helms

- Staff members
 - Stephanie Vela
 - Abby Gonzalez

- GE
 - Billy Jones 1st Grade-Mrs. Blundell
 - Kamryn Martinez-1st Grade-Mrs. Moore

- GNA
 - Haven Guerrero-3rd Grade
 - Felix Matamoros-4th Grade
 - Zayda Zavala-5th Grade

- GJHS
 - Region Band concert and Clinic
 - Isabela Hataway
 - Giovanni Rodriguez
 - Angelica Eureste
 - Hayley Gonzalez
 - Kamryn Harkey
 - Braden Miller

- Lions Club Peace Poster Contest
 - Audrey Woods-1st place
 - Samuel Leon-2nd place
 - Flora Almazan-3rd place
 - Lucero Gallegos-Honorable Mention
 - Kyle McLain-Honorable Mention





Black History Month Celebration Participants

- **Shalaiyah Clack**
 - **Jaliyah Jackson**
 - **Kamari Smith**
 - **Kyleigh Webb**
-
- GHS
 - OAP Students
 - Student Athletes
 - Maintenance Team
 - School Business & Operations Teams (SBO Day 2/26/2024)
 - Coach Hamilton



LEARNING TODAY,
LEADING TOMORROW



The GISD School Board Agenda Information Sheet
March 10, 2025

Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Naomi Brown

D'Anna Robinson

Ashley Molina

Gloria Torres

Adjourn to Closed Session
Under Texas Government Code Chapter 551

The board will recess this open session and convene in a closed meeting to discuss items on the agenda. The Board may conveniently meet in such closed or Executive Session or meeting, concerning any and all subjects and for any and all purposes permitted by Texas Government Code chapter 551, including, but not limited to:

Section 551.071: Consultation with Attorney;
Section 551.074: Personnel Matters; Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Closed Meeting.
from a hearing.

No voting will take place in the closed meeting. Any action the board wishes to take as a result of discussions in a closed session will take place after the board reconvenes in an open meeting. Today's date is _____ and it is _____ p.m./am

ADMINISTRATOR RESPONSIBLE:

RATIONAL SUMMARY: Personnel Matters

Personnel matters are as follows:

A. Consultation with legal counsel regarding subject matters permitted by law, including hiring of Superintendent, Superintendent Contract, and other legal agreements and matters, pursuant to Tex. Gov't Code 551.071

B. Deliberate Regarding Hiring Superintendent and Approval of Superintendent Contract, Pursuant to Tex. Gov't Code Section 551.074



LEARNING TODAY,
LEADING TOMORROW



Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Josie Smith-Wright-
Secretary

Gloria Torres

D'Anna Robinson

Ashley Molina

Naomi Brown

GISD School Board Agenda Information Sheet
March 10, 2025

ACTION ITEM

SUBJECT: Discuss and Consider Action to Hire Superintendent and Approve Superintendent contract

ADMINISTRATOR RESPONSIBLE: Gonzales ISD School Board

RATIONAL SUMMARY:

SUPERINTENDENT'S RECOMMENDATION: N/A

MOTION: "I move that the board approve the hire and Approve the Superintendent Contract for Dr. Dana Arreola"



LEARNING TODAY,
LEADING TOMORROW



Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Naomi Brown

D'Anna Robinson

Ashley Molina

Gloria Torres

GISD School Board Agenda Information Sheet
March 10, 2025

ACTION ITEM

SUBJECT: Discuss and Consider Action to Approve the Consent Agenda

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Acting Superintendent and Chief Financial Officer

RATIONAL SUMMARY:

A. Meeting Minutes: February 3, 2025-Regular Meeting
February 10, 2025-Special Meeting
February 12, 2025-Special Meeting
February 13, 2025-Special Meeting
February 17, 2025-Special Meeting

B. Budget Amendments:

SUPERINTENDENT'S RECOMMENDATION: APPROVE

MOTION: *I move that the Board approve the consent agenda, as presented.*



LEARNING TODAY,
LEADING TOMORROW

Minutes
Monday, February 3, 2025
Regular Board Meeting at 5:30 P.M.
Location of Meeting: GISD Administrative Board Room, 1615 St Lawrence St.
Gonzales, Texas 78629

Board Members Present: Ross Hendershot, III, President
Justin Schwausch-Vice President
D'Anna Robinson
Ashley Molina
Gloria Torres
Naomi Brown
Josie Smith-Wright-Secretary

Board Member Absent:

Item #1. Call to Order

The Board of Trustees of the Gonzales Independent School District met Monday, February 3, 2025, at the Administrative Office Board Room, Gonzales, Texas. President, Ross Hendershot, III called the meeting to order at 5:30 P.M.

A quorum was declared with 7 members present.

Invocation, Pledge, Mission Statement

David Herrera-GHS Student gave the Invocation, Plaxico (Mateo) Vasquez Diaz -GHS Student led the Pledge to the Flag, and Lauro Arizpe-GHS Student read the Mission Statement.

Item #2: Public Comments: There were no public comments

Item #3: Recognitions:

- CTE Department-“Thank You” to GISD Board of Trustees
- Victoria College: NCCER Core Certificates
- Extracurricular Students
- Jennifer Molnoskey, Director of PEIMS

Item #4: New Business/Action Items:

A. **Discuss and Consider Action to Approve the Consent Agenda**

1. Minutes: January 13, 2025-Regular Meeting
2. No budget amendments

Ashley Molina made a motion, with a second from Gloria Torres, to approve the consent agenda, as presented.

The motion carried 7/0.

B. **Discuss and Consider Action to Approve FFA students & an Advisor to travel to Washington DC for the FFA National Leadership Conference in June**

Jennifer Ervin, CTE Coordinator went before the board seeking approval for the FFA Advisor and up to 4 students to travel to Washington DC for the FFA National Leadership Conference. This conference enhances Leadership Skills, Civic Engagement, Career and College Readiness, Networking and Collaboration Skills, Strengthening in

Academic and Personal Development, Cultural Awareness, Schools Mission, and Generation Positive Representation of our school.

Funding would be covered through fundraising, the student activity account and parents would be responsible for some of the cost. The district would pay for the advisory travel fee. Students would pay for their own travel expenses.

This would be the first year of attendance for GISD if approved and would like to rotate between this conference and the National Convention if this trip is a success.

Justin Schwausch made a motion, with a second from Naomi Brown to approve the travel for FFA students & an Advisor to travel to Washington DC for the FFA National Leadership Conference in June.

The motion carried 7/0

C. **Discuss and Consider Action to Amend Policy CQ Local and EIA Local to include AI (Artificial Intellegience)**

Amanda Smith, Acting Superintendent presented to the board the amendment to Policy CQ Local and to include AI to EIA Local.

These policies create parameters for our use of AI at Gonzales ISD. Most students and educators already use this form of technology. Administration would like these policies to be implemented so there are guidelines and parameters to how this technology is used in a safe environment.

Naomi Brown made a motion, with a second from Justin Schwausch to approve the recommended update to CQ (local) and EIA (Local) as presented.

The motion carried 7/0

D. **Discuss and Consider Action on bids for Tax Resale Property-Suit 6792**

Amanda Smith went before the board recommending approval and acceptance of the bid for the properties described on the agenda.

These bids were presented and accepted pending the approval of the other entities at Commissioners Court 1/27/2025.

Justin Schwausch made a motion, with a second from Ashley Molina to accept the bids presented for Tax Resale Property-Suit 6792.

The motion carried 7/0

E. **Discuss and Consider Action on the 2025-26 Academic Calendar**

Amanda Smith presented the 2025-26 Academic Calendar to the board for approval.

This year, we worked with several individuals to get to this point.

- In December, we held a calendar committee meeting at which we broke out into groups and discussed what we each found important for inclusion. Then, we regrouped as a larger committee and combined our lists into one.
- From there, our C&I and PEIMS Directors worked to create draft calendars utilizing the information collected at the committee meeting and ensured they met legal requirements.
- The executive leadership team then met to review them at the beginning of January to do a final check.
- From there, the calendars were released for voting to district's stakeholders.

Of the 224 responses collected, 73.7% selected Option A. Therefore, that is the calendar that is being recommended for approval.

A 4day work week was not a calendar option due to:

1. GISD is in the middle of a Superintendent transition
2. Talk in the legislative session of prohibiting districts from operating on a 4day work week.

Ashley Molina made a motion, with a second from Josie Smith-Wright to approve the 2025-26 academic calendar, as presented.

The motion carried 7/0

Item#5 Reports:

A. **Academic Report**

Dr. Rachelle Ysquierdo, Executive Director of C&I, presented the Academic Report

B. **Financial Report**

Presented by Amanda Smith, Acting Superintendent and Chief Financial Officer

C. **Superintendent's Report**

Presented by Amanda Smith, Acting Superintendent and Chief Financial Officer

E. **2023 Bond Program Monthly Update**

Presented by Amanda Smith, Acting Superintendent and Chief Financial Officer

CTE and the AG barn plans are out for bid with pricing due later this month (February). By March more information will be shared with the board.

Item#6 Board Business:

Board Correspondence:

Dates of Interest:

<i>February</i>	
February 5	Growing Certified Teachers info session
February 6	Chamber of Commerce Banquet
February 10	Review superintendent applications with Charlotte Baker
February 12-14 th	1 st Round Superintendent Interviews
February 13-14th	District Closed
February 14	Last day to file for a place on the ballot
February 17-18 th	2 nd Round Superintendent Interviews
February 22	GISD Education Foundation Casino Night

Item #7 Adjourn to Closed Session:

Under Texas Government Section [551.071](#) (Consultation with Attorney), Code Section [551.072](#) (Deliberation Regarding Real Property), [551.73](#) Deliberation Regarding Prospective Gift, Texas Government Code Section [551.074](#), (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee), Texas Government Code Section [551.076](#) (Deliberation regarding implementation of Security, personnel or devices) and Section [551.082](#): School Children; School District Employees; Disciplinary Matter or Complaint, Section [551.083](#): Certain School Boards; Meeting Regarding Consultation with Representative of Employee Group, Section [551.084](#): Investigation; Exclusion of witnesses from a hearing.

The board went into a closed session at 6:20 P.M.

Item #9 Reconvene to Open Meeting:

The Board will take appropriate action on items, if necessary, as discussed in the Closed Session. The board returned to an open session at 7:18 P.M.

Josie Smith-Wright made a motion, with a second from Gloria Torres to offer John Lyndon Hamilton a contract for Gonzales ISD Athletic Director position.

The motion carried 6-0-1

D'Anna Robinson abstained from voting.

Item #10 Adjourn

There being no further business, President Hendershot adjourned the meeting at 7:19 P.M.

Ross Hendershot, III, President
Board of Trustees

Josie Smith-Wright, Secretary
Board of Trustees

Minutes
Monday, February 10, 2025
Special Board Meeting at 5:00 PM
Location of Meeting: GISD Administrative Board Room, 1615 St Lawrence St.
Gonzales, Texas 78629

Board Members Present: Ross Hendershot, III, President
Justin Schwausch, Vice President
Josie Smith-Wright, Secretary
D'Anna Robinson
Ashley Molina
Gloria Torres
Naomi Brown

Board Member Absent:

Item #1. Call to Order

The Board of Trustees of the Gonzales Independent School District met Monday, February 10, 2025, at the Administrative Office Board Room, Gonzales, Texas. President, Ross Hendershot, III called the meeting to order at 5:00 PM

A quorum was declared with 7 members present.

Invocation, Pledge, Mission Statement

Gloria Torres gave the Invocation, Josie Smith-Wright led the Pledge to the Flag, and Naomi Brown read the Mission Statement.

Item #2 Public Comments: There were no public comments

Item #3 Adjourn to Closed Session

The board moved into closed session at 5:02PM

A. Review, consider and discuss applicants for the superintendent position, pursuant to Tex. Gov't Code 551.074.

B. Consultation with legal counsel regarding issues related to superintendent search process, pursuant to Tex. Gov't Code 551.071, 551.129.

Item #4 Open Session

The board moved into open session at 8:44PM

Item #5 Adjourn

There being no further business, President Hendershot adjourned the meeting at 8:45 PM

Ross Hendershot, III, President
Board of Trustees

Josie Smith-Wright, Secretary
Board of Trustees

Minutes
Wednesday, February 12, 2025
Special Board Meeting at 5:00 PM
Location of Meeting: GISD Administrative Board Room, 1615 St Lawrence St.
Gonzales, Texas 78629

Board Members Present: Ross Hendershot, III, President
Justin Schwausch, Vice President
Josie Smith-Wright, Secretary
D'Anna Robinson
Ashley Molina-Zoom
Gloria Torres
Naomi Brown

Board Member Absent:

Item #1. Call to Order

The Board of Trustees of the Gonzales Independent School District met Wednesday, February 12, 2025, at the Administrative Office Board Room, Gonzales, Texas. President, Ross Hendershot, III called the meeting to order at 5:00 PM

A quorum was declared with 7 members present.

Invocation, Pledge, Mission Statement

Josie Smith-Wright gave the Invocation, D'Anna Robinson led the Pledge to the Flag, and Justin Schwausch read the Mission Statement.

Item #2 Public Comments: There were no public comments

Item #3 Adjourn to Closed Session

The board moved into closed session at 5:02PM

A. Conduct interviews of applicants for superintendent position, and consider and discuss same, pursuant to Tex. Gov't Code 551.074.

B. Consultation with legal counsel regarding issues related to Superintendent Search process, pursuant to Tex. Gov't Code 551.071, 551.129.

Item #4 Open Session

The board moved into open session at 8:22PM

Item #5 Adjourn

There being no further business, President Hendershot adjourned the meeting at 8:23 PM

Ross Hendershot, III, President
Board of Trustees

Josie Smith-Wright, Secretary
Board of Trustees

Minutes
Thursday, February 13, 2025
Special Board Meeting at 5:00 PM
Location of Meeting: GISD Administrative Board Room, 1615 St Lawrence St.
Gonzales, Texas 78629

Board Members Present: Ross Hendershot, III, President
Justin Schwausch, Vice President
Josie Smith-Wright, Secretary
D'Anna Robinson-Zoom
Ashley Molina-Zoom
Gloria Torres
Naomi Brown

Board Member Absent:

Item #1. Call to Order

The Board of Trustees of the Gonzales Independent School District met Thursday, February 13, 2025, at the Administrative Office Board Room, Gonzales, Texas. President, Ross Hendershot, III called the meeting to order at 5:00 PM.

A quorum was declared with 7 members present.

Invocation, Pledge, Mission Statement

Justin Schwausch gave the Invocation, Naomi Brown led the Pledge to the Flag, and Gloria Torres read the Mission Statement.

Item #2: Public Comments: There were no public comments.

Item #3 Adjourn to Closed Session

The board moved into closed session at 5:02PM

A. Conduct interviews of applicants for superintendent position, and consider and discuss same, pursuant to Tex. Gov't Code 551.074.

B. Consultation with legal counsel regarding issues related to Superintendent Search process, pursuant to Tex. Gov't Code 551.071, 551.129.

Item #4 Open Session

The board moved into open session at 8:11PM

Item #5 Adjourn

There being no further business, President Hendershot adjourned the meeting at 8:12 PM

Ross Hendershot, III, President
Board of Trustees

Josie Smith-Wright, Secretary
Board of Trustees

Minutes
Monday, February 17, 2025
Special Board Meeting at 4:00 PM
Location of Meeting: GISD Administrative Board Room, 1615 St Lawrence St.
Gonzales, Texas 78629

Board Members Present: Ross Hendershot, III, President
Justin Schwausch, Vice President
Josie Smith-Wright, Secretary
D'Anna Robinson
Ashley Molina
Gloria Torres
Naomi Brown

Board Member Absent:

Item #1. Call to Order

The Board of Trustees of the Gonzales Independent School District met Monday, February 17, 2025, at the Administrative Office Board Room, Gonzales, Texas. President, Ross Hendershot, III called the meeting to order at 4:04 PM.

A quorum was declared with 7 members present.

Invocation, Pledge, Mission Statement

Gloria Torres gave the Invocation, Ashley Molina led the Pledge to the Flag, and D'Anna Robinson read the Mission Statement.

Item #2: Public Comments: There were no public comments.

Item #3 Adjourn to Closed Session

The board moved into closed session at 4:07PM

A. Conduct interview(s) of applicant(s) for superintendent position, and consider and discuss same, pursuant to Tex. Gov't Code 551.074.

B. Consultation with legal counsel regarding issues related to employment of new superintendent, pursuant to Tex. Gov't Code 551.071, 551.129.

Item #4 Open Session

The board moved into open session at 8:26PM

Josie Smith-Wright, made a motion with a second from Justin Schwausch to name Dr. Dana Arreola as the Lone Finalist for Superintendent of Gonzales ISD.

The motion carried 7-0

Item #5 Adjourn

There being no further business, President Hendershot adjourned the meeting at 8:27 PM

Ross Hendershot, III, President
Board of Trustees

Josie Smith-Wright, Secretary
Board of Trustees

**2024-25 Proposed Budget Revision
General Operating Fund
Regular Board Meeting - March 10, 2025**

	Current Budget	Proposed Amendment	Proposed Revised Budget
REVENUES			
5700 Local Property Taxes	22,627,471		22,627,471
5700 Other Local Sources	1,261,884	3,450	1,265,334
5800 State Revenues	6,171,362		6,171,362
5900 Federal Sources	517,148		517,148
TOTAL REVENUES	30,577,865	3,450	30,581,315
EXPENDITURES			
0011 Instruction	16,286,197	1,405	16,287,602
0012 Instructional Resources & Media Services	367,458		367,458
0013 Curriculum & Staff Development	1,150,545		1,150,545
0021 Instructional Leadership	539,481		539,481
0023 School Leadership	2,207,598		2,207,598
0031 Guidance, Counseling, & Evaluation	1,063,942		1,063,942
0032 Social Work Services	155,013		155,013
0033 Health Services	449,601		449,601
0034 Student Transportation	1,650,431		1,650,431
0035 Food Services	15,119		15,119
0036 Co-Curricular/Extra-Curricular Activities	1,306,618		1,306,618
0041 General Administration	2,056,540		2,056,540
0051 Plant Maintenance and Operations	4,418,528		4,418,528
0052 Security & Monitoring Services	1,015,281		1,015,281
0053 Data Processing Services	1,253,761		1,253,761
0061 Community Services	5,700	3,450	9,150
0071 Debt Services	793,849		793,849
0081 Facilities Acquisition & Construction	0		0
0091 Contracted Inst Services Btw Public Schools	0		0
0099 Other Intergovernmental Charges	580,305		580,305
TOTAL EXPENDITURES	35,315,967	4,855	35,320,822
8911 Operational Transfer Out	500		500
NET ACTIVITY	(4,738,602)	(1,405)	(4,740,007)

Notes:

-Increase Function 61 by \$3,450: Donations for Special Prom Family Engagement Event (Ryan Lee, Attoyac Energy, Pilot Club of Gonzales, Episcopal Church, and D&G Auto)

-Increase Function 11 by \$1,405: Use of prior year funds donated in memory of Bill Weaver to support the NNDCC program attending a color guard competition



Board of Trustees
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Ashley Molina
Naomi Brown

GISD School Board Agenda Information Sheet
March 10, 2025

ACTION ITEM

SUBJECT: Discuss and Consider Action on Updates to Board Policies: Policy Update 124 (Local), EIA (Local), and DFE (Local)

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Acting Superintendent & Chief Financial Officer

RATIONAL SUMMARY: Attached, please find draft board policies & the policy update guide administration recommends be adopted:

- TASB Policy Update 124: Updates recommended by the Texas Association of School Boards to ensure alignment with current legal standards and best practices;
- EIA (Local): Update to reflect the district's nine-week grading period; and
- DFE (Local): Update to reflect current staffing.

SUPERINTENDENT'S RECOMMENDATION: Approve & Adopt

SAMPLE MOTION: *"I move that the board approve the board policies, as presented."*



LEARNING TODAY,
LEADING TOMORROW

Instruction Sheet

TASB Localized Policy Manual Update 124

Gonzales ISD

Code	Type	Action To Be Taken	Note
AIC	(LEGAL)	Replace policy	Revised policy
AIE	(LEGAL)	Replace policy	Revised policy
CAA	(LOCAL)	Replace policy	Revised policy
CBB	(LEGAL)	Replace policy	Revised policy
CDA	(LOCAL)	Replace policy	Revised policy
CFA	(LEGAL)	Replace policy	Revised policy
CFC	(LEGAL)	Replace policy	Revised policy
CH	(LEGAL)	Replace policy	Revised policy
CKEA	(LEGAL)	Replace policy	Revised policy
CKEB	(LEGAL)	Replace policy	Revised policy
CO	(LEGAL)	Replace policy	Revised policy
COA	(LEGAL)	Replace policy	Revised policy
COB	(LEGAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
CQC	(LEGAL)	Replace policy	Revised policy
CV	(LEGAL)	Replace policy	Revised policy
CY	(LOCAL)	Replace policy	Revised policy
D	(LEGAL)	Replace table of contents	Revised table of contents
DAA	(LEGAL)	Replace policy	Revised policy
DAB	(LEGAL)	DELETE policy	See explanatory note
DBB	(LEGAL)	Replace policy	Revised policy
DECA	(LEGAL)	Replace policy	Revised policy
DECB	(LEGAL)	Replace policy	Revised policy
DG	(LEGAL)	Replace policy	Revised policy
DH	(LOCAL)	Replace policy	Revised policy
DI	(LEGAL)	Replace policy	Revised policy
DIA	(LEGAL)	Replace policy	Revised policy
DMA	(LEGAL)	Replace policy	Revised policy
EC	(LEGAL)	Replace policy	Revised policy
EFB	(LEGAL)	Replace policy	Revised policy
EHAA	(LEGAL)	Replace policy	Revised policy
EHAC	(LEGAL)	Replace policy	Revised policy
EHB	(LEGAL)	Replace policy	Revised policy
EHB	(LOCAL)	Replace policy	Revised policy

Instruction Sheet

TASB Localized Policy Manual Update 124

Gonzales ISD

Code	Type	Action To Be Taken	Note
EHBA	(LEGAL)	Replace policy	Revised policy
EHBAA	(LEGAL)	Replace policy	Revised policy
EHBAB	(LEGAL)	Replace policy	Revised policy
EHBAC	(LEGAL)	Replace policy	Revised policy
EHBAD	(LEGAL)	Replace policy	Revised policy
EHBAE	(LEGAL)	Replace policy	Revised policy
EHBB	(LEGAL)	Replace policy	Revised policy
EHBB	(LOCAL)	Replace policy	Revised policy
EHBCA	(LEGAL)	Replace policy	Revised policy
EHBG	(LEGAL)	Replace policy	Revised policy
EHDD	(LEGAL)	Replace policy	Revised policy
EI	(LEGAL)	Replace policy	Revised policy
EIE	(LEGAL)	Replace policy	Revised policy
EIF	(LEGAL)	Replace policy	Revised policy
EKBA	(LEGAL)	Replace policy	Revised policy
ELA	(LEGAL)	Replace policy	Revised policy
FFB	(LEGAL)	Replace policy	Revised policy
FFG	(LEGAL)	Replace policy	Revised policy
FFG	(LOCAL)	Replace policy	Revised policy
FFH	(LEGAL)	Replace policy	Revised policy
FM	(LEGAL)	Replace policy	Revised policy
FNA	(LEGAL)	Replace policy	Revised policy
FOF	(LEGAL)	Replace policy	Revised policy
GA	(LEGAL)	Replace policy	Revised policy
GKA	(LOCAL)	Replace policy	Revised policy
GRB	(LEGAL)	Replace policy	Revised policy

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AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

At Alternative Management, new text has been included due to changes to the Administrative Code, which became effective September 10, 2024. At Training of Board of Managers, language has been added relating to training requirements for board members who are appointed to join a board of managers. New rules effective on September 18, 2024, regarding Special Program Performance Determination and cyclical monitoring have also been included. In addition, adjustments to margin notes have been made elsewhere in the policy.

AIE(LEGAL)

ACCOUNTABILITY: INVESTIGATIONS

Language has been added at Compliance Monitoring Activities due to Administrative Code changes effective September 18, 2024. The new section at Supervision Under IDEA reflects recent amendments from the Administrative Code that outline TEA's procedures for investigating and issuing findings related to violations of the Individuals with Disabilities Education Act (IDEA).

CAA(LOCAL)

FISCAL MANAGEMENT GOALS AND OBJECTIVES: FINANCIAL ETHICS

Recommended revisions to this local policy at Federal Awards Disclosure are to align text with updated rules regarding federal grants found in the Code of Federal Regulations. This guidance became effective October 1, 2024, and is reflected in CBB(LEGAL). The phrase "or designee" is recommended for deletion throughout the policy, except in places where the designation of another individual could be in place of the superintendent or board president and not just the superintendent as is the case in most other policies.

The Legal Issues in Update 124 memo, available with your Update 124 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

CBB(LEGAL)

STATE AND FEDERAL REVENUE SOURCES: FEDERAL

Extensive revisions and additions have been made to this legally referenced policy in light of updated rules about federal grants found in the Code of Federal Regulations, effective October 1, 2024.

CDA(LOCAL)

OTHER REVENUES: INVESTMENTS

The section on Sellers of Investments is recommended for revision to specify that representatives with distributors of investment pools must be registered with the Texas State Securities Board, have membership in the Securities Investor Protection Corporation, and be in good standing with the Financial Industry Regulatory Authority. Distributors of investment pools must also be registered in good standing with the Municipal Securities Rulemaking Board.

The Legal Issues in Update 124 memo, available with your Update 124 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

CFA(LEGAL)

ACCOUNTING: FINANCIAL REPORTS AND STATEMENTS

TEA's Financial Accountability System Resource Guide has been updated to version 19, and those updates were adopted by reference in the Administrative Code effective March 31, 2024. The guide's version number has been updated at Account System, Financial Accountability System Resource Guide.

CFC(LEGAL)

ACCOUNTING: AUDITS

TEA's Financial Accountability System Resource Guide has been updated to version 19, and those updates were adopted by reference in the Administrative Code effective March 31, 2024. The guide's ver-

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sion number has been updated at Financial Accountability System Resource Guide. A reference to material in the Administrative Code has been included in the Financial Accountability Rating System (School FIRST) section of this policy.

CH(LEGAL) PURCHASING AND ACQUISITION

General provisions relating to interlocal contracts have been moved to GRB(LEGAL). Language specific to interlocal contracts used for purchasing remains in this legally referenced policy. A note has been added to assist readers in accessing additional provisions related to interlocal agreements.

CKEA(LEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

A section on Medical and Psychological Exams has been added under Required Policies due to policy adoption requirements found in Senate Bill 1445 (88th Regular Session). The Texas Commission on Law Enforcement (TCOLE) has created a model policy that police departments (not the school board) must adopt. The TCOLE model policy was made available in May 2024 with a September 1, 2024, deadline for law enforcement agencies to submit their policies.

CKEB(LEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS

A new section on Psychological Fitness includes the requirements and processes outlined in Administrative Code rules to conform with changes to the Occupations Code made by Senate Bill 1445 (88th Regular Session). The new rules require TCOLE to adopt standards and procedures for the psychological examination of school marshal applicants, school marshal licensees, and school marshal licensees for whom there is reason to believe a new examination is necessary to ensure the individuals are able to perform the duties for which the school marshal license is required. There is also a clarification of the reporting requirements for school marshal appointing entities. A new reporting responsibility relating to psychological fitness has been included at District Responsibilities, and a new section at Fit for Duty Review has been added to reflect the new requirements from TCOLE.

CO(LEGAL) FOOD AND NUTRITION MANAGEMENT

The revisions in this legally referenced policy reflect changes to federal rules related to child nutrition programs that became effective July 1, 2024.

COA(LEGAL) FOOD AND NUTRITION MANAGEMENT: PROCUREMENT

Substantial additions have been made at Conflicts of Interest to reflect rule amendments that became effective on October 1, 2024. A new section on Procurement Training has been added to comply with an addition to the Code of Federal Regulations, effective July 1, 2024.

COB(LEGAL) FOOD AND NUTRITION MANAGEMENT: FREE AND REDUCED-PRICE MEALS

Revisions to this policy reflect amendments to federal rules, effective July 1, 2024, changing terminology from "meal supplements" to "afterschool snacks." At Community Eligibility Provision, the minimum identified student percentage has changed from 40 to 25 based on an amended rule effective October 26, 2023. This change will give states and schools more flexibility to offer meals to all enrolled students at no cost when financially viable. Reference links have also been updated.

Please note: If your district is participating in the Community Eligibility Provision or Special Assistance Provision 2 program, please review your COB(LOCAL). If the policy is missing language to address the program in place in your district, please contact your policy consultant.

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CQA(LEGAL)

TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

The citation at item 48 under Other Required Internet Postings has been updated based on amendments to the Administrative Code.

CQC(LEGAL)

TECHNOLOGY RESOURCES: EQUIPMENT

Under Transfer of Equipment to Students, a new subsection on Standards has been added based on guidance recently developed by TEA as required by House Bill 18 (88th Regular Session). The standards provide guidance to districts on what electronic devices and software applications are permissible for use in the district.

CV(LEGAL)

FACILITIES CONSTRUCTION

A Note has been added on page 11 to direct readers to other policies related to interlocal contracts generally and interlocal contracts for purchasing good and services, based on organization of those provisions at different codes.

CY(LOCAL)

INTELLECTUAL PROPERTY

Revisions are recommended throughout this local policy to clarify the circumstances under which the district's intellectual property may be used and where ownership of intellectual property lies when material is created by a district employee. Other recommended revisions clarify how district employees may use other copyrighted material, including copyrighted material used for performances and displays in instruction.

D(LEGAL)

PERSONNEL

Provisions on genetic nondiscrimination, previously at DAB, have been moved to DAA, and policy DAB has been deleted. The D section table of contents has been revised to reflect that change.

DAA(LEGAL)

EMPLOYMENT OBJECTIVES: EQUAL EMPLOYMENT OPPORTUNITY

Changes have been made to comport with the new federal Pregnant Workers Fairness Act (PWFA) regulations, effective June 18, 2024.

Because the legal framework is being revised in light of the PWFA, we have taken the opportunity to significantly streamline content on employee nondiscrimination. Provisions regarding employee nondiscrimination were previously divided between DAA(LEGAL), addressing nondiscrimination in hiring and ending employment, and DIA(LEGAL), addressing nondiscrimination in terms, conditions, and privileges of employment. In order to minimize duplication of language and simplify the legally referenced materials, provisions regarding employment nondiscrimination have been moved to this code. Provisions relating to the Genetic Information Nondiscrimination Act (GINA) have also been moved to this legally referenced policy from DAB(LEGAL) to consolidate all nondiscrimination laws into one location.

DAB(LEGAL)

EMPLOYMENT OBJECTIVES: GENETIC NONDISCRIMINATION

Provisions on genetic nondiscrimination have been relocated to DAA(LEGAL) for clarity and continuity, and policy DAB has been deleted. All employment-related nondiscrimination language is now consolidated into DAA(LEGAL).

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DBB(LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

The policy cross-reference at Genetic Information has been updated to DAA to conform with the recoding of the provision there.

DECA(LEGAL) LEAVES AND ABSENCES: FAMILY AND MEDICAL LEAVE

Cross-references to DAB regarding genetic nondiscrimination have been updated to DAA throughout to conform with provisions recoded at this update.

DECB(LEGAL) LEAVES AND ABSENCES: MILITARY LEAVE

Updated provisions have been included at Federal Military Leave to comport with the Civilian Reservist Emergency Workforce Act of 2022.

DG(LEGAL) EMPLOYEE RIGHTS AND PRIVILEGES

A new section on Voting reflects existing provisions from the Election Code related to allowing employees time off to vote. This addition was suggested by a member of the Texas Council of School Attorneys, and we agreed it would be a helpful legal reference.

DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT

The provisions addressing tobacco and e-cigarettes are recommended for revision to include nicotine products regardless of whether the product contains tobacco. This language aligns with the language included in the Model Employee Handbook.

The Legal Issues in Update 124 memo, available with your Update 124 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

DI(LEGAL) EMPLOYEE WELFARE

Revisions at Reporting Workplace Violence reflect amended Administrative Code rules, which became effective January 8, 2024.

DIA(LEGAL) EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

To eliminate duplication and reduce confusion, this legally referenced policy has been substantially revised to recode employee nondiscrimination provisions to policy DAA(LEGAL).

DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

Changes to the subsection on Gifted and Talented Education reflect Administrative Code amendments that became effective September 1, 2024.

EC(LEGAL) SCHOOL DAY

At Pledges of Allegiance, a cross-reference has been added to policy FNA for additional information on patriotic observances.

EFB(LEGAL) INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

The Note at the beginning of this legally referenced policy has been deleted, as all deadlines to appeal in the *Book People, Inc. v. Wong* case have passed and the injunction put in place by the Fifth Circuit Court

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of Appeals is now permanent. Other citations to the case have been amended accordingly. Also, the statutory definition of “obscene” has been included in this policy as a legal reference.

EHAA(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

The Education Code requirement to obtain written consent of a student’s parent before the student may be provided with human sexuality instruction expired on August 1, 2024. The expired subsection has been removed from this legally referenced policy. TEA has issued [guidance](#) about this change. Districts are encouraged to clarify local expectations for parental consent regarding human sexuality instruction in their local student handbook.

EHAC(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (SECONDARY)

Several revisions have been made to the Middle School Advanced Math Program section based on new Administrative Code rules, effective July 8, 2024. In the CPR and AED Instruction section, revisions regarding the applicability of the requirements have been made based on rule changes effective August 1, 2024.

EHB(LEGAL) CURRICULUM DESIGN: SPECIAL PROGRAMS

This policy includes substantial revisions, most of which are the result of amended Administrative Code rules effective June 30, 2024. At Parental Notice of Assistance for Learning Difficulties, a phrase has been added to item 3e to clarify the content in the cited Education Code provision. A new section with Definitions now found in the Administrative Code has been added. The provisions at Board Action Required and Screening, Testing, and Identification have been updated. Extensive edits at Parent Education are due to revisions from the Administrative Code. Changes include a new paragraph on Instruction and deletion of text related to a dyslexia reading program.

EHB(LOCAL) CURRICULUM DESIGN: SPECIAL PROGRAMS

Recommended revisions to this local policy on Special Programs reflect updated Administrative Code rules addressing dyslexia and related disorders, specifically inclusion of references to the *Dyslexia Handbook* and admission, review, and dismissal (ARD) committee decisions.

EHBA(LEGAL) SPECIAL PROGRAMS: SPECIAL EDUCATION

Extensive revisions to this legally referenced policy have been made as a result of Administrative Code revisions, effective August 22, 2024. A section on Policies, Procedures, Programs, and Practices has been added, as have provisions addressing Interventions and Sanctions to identify potential consequences for IDEA violations. The paragraph addressing discipline has been removed as the text is no longer in the Administrative Code. The text addressing Instructional Arrangements and Settings includes revisions throughout all subsections, and revisions have also been made to the provisions regarding Other Program Options, Contracts for Services, and Instructional Day. A reference to the applicable Administrative Code provision has been added at Extended School Year Services.

EHBAA(LEGAL) SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

Substantial additions and amendments throughout this legally referenced policy reflect changes to the Administrative Code, effective July 30, 2024. A Student Communication section regarding student evaluation for special education has also been added. The Eligibility and Reevaluations section now includes a Birth Through Age Two subsection to conform to Administrative Code rules.

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EHBAB(LLEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

Changes to the Administrative Code resulted in updates throughout this legally referenced policy. Details related to the responsibilities of the admission, review, and dismissal committee have been added, and a provision relating to dyslexia is included in the section about Committee Members. Parent Participation includes revisions that became effective July 30, 2024, and a provision on Content of the IEP has been added. Revisions at Supplemental Special Education Services became effective May 28, 2024. Dyslexia and autism components have been amended, along with the Visual Impairment or Hard of Hearing section. Failure to Reach Agreement has also been amended to increase clarity around requirements. Finally, a section addressing the Eligibility Folder has been added and Teacher Access to IEP amended.

EHBAC(LLEGAL) SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT

Residential Facilities has been revised in accordance with Administrative Code amendments, effective on August 22, 2024. A reference to the Administrative Code at District Placements points readers to an amended rule regarding the district's ability to contract with a nonpublic or nondistrict operated day program provider. An update at School for the Blind and Visually Impaired and School for the Deaf reflects revisions to the Administrative Code effective August 22, 2024.

EHBAD(LLEGAL) SPECIAL EDUCATION: TRANSITION SERVICES

Significant revisions at Individual Transition Planning are due to Administrative Code changes effective July 30, 2024. A new subsection on the Transition and Employment Designee required of each district has been added in accordance with rule changes that became effective August 22, 2024.

EHBAAE(LLEGAL) SPECIAL EDUCATION: PROCEDURAL REQUIREMENTS

The Prior Notice and Consent section includes provisions to align with revisions to the Administrative Code, effective July 30, 2024. Substantial revisions at Transfer of Rights to Adult Students are to clarify requirements in the Administrative Code.

EHBBA(LLEGAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Administrative Code rules regarding gifted and talented students were amended to be effective September 1, 2024. Changes have been made throughout this legally referenced policy to align with the new rules and to clarify requirements.

EHBBL(LLOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Changes to the Texas State Plan for the Education of Gifted/Talented Students, approved by the State Board of Education in September 2024, prompted updates in terminology throughout this local policy. Recommended revisions at Funding are to align the text with requirements in the Education Code and in Administrative Code rules.

EHBBCA(LLEGAL) COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION

Revisions at Accelerated Instruction reflect changes to the Administrative Code, effective May 22, 2024. A new section at Significantly Below Satisfactory has been included in accordance with Administrative Code revisions. Sections on Repeating a High School Course and Ratio Waiver have also been added due to the revised regulatory guidance.

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EHBG(LLEGAL)

SPECIAL PROGRAMS: PREKINDERGARTEN

Administrative Code revisions that became effective June 9, 2024, prompted several changes to this legally referenced policy. The subsection relating to Eligibility for high-quality prekindergarten programs has been amended. The eligibility requirements are the same as those listed earlier in the policy for tuition-free prekindergarten. Rule changes also required other revisions throughout the policy, including to Teacher Requirements and Supervisor Requirements.

EHDD(LLEGAL)

ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

A rewriting of Administrative Code rules, effective May 16, 2024, led to substantial revisions at Dual Credit Programs and at Dual Credit Agreement. The Administrative Code was amended in a way that allowed deletion of the Education Code requirements regarding agreements, as all requirements are now consolidated in one list at Dual Credit Agreement. Provisions addressing the FAST Program have also been amended to reflect revisions to Administrative Code rules.

EI(LLEGAL)

ACADEMIC ACHIEVEMENT

Language relating to instruction in the use of an automated external defibrillators (AED) has been added to the subsection on CPR, pursuant to revisions in the Administrative Code, effective August 1, 2024.

EIE(LLEGAL)

ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION

At Parental Option to Retain, a subsection on Passing Grades has been added to clarify the legal standard for assignment of grades when a course is retaken after a passing grade.

EIF(LLEGAL)

ACADEMIC ACHIEVEMENT: GRADUATION

A reference has been included in this policy pointing to the Administrative Code rule for further details relating to specific endorsements, including the STEM endorsement, that became effective August 1, 2024. Provisions addressing Physical Education and Other Physical Education Activities have been clarified to align with rule amendments effective August 1, 2024.

EKBA(LLEGAL)

STATE ASSESSMENT: ENGLISH LEARNERS/EMERGENT BILINGUAL STUDENTS

Revisions throughout the policy reflect amended Administrative Code rules, effective September 24, 2024, and the provisions have been reorganized for clarity and ease of reading.

ELA(LLEGAL)

CAMPUS OR PROGRAM CHARTERS: PARTNERSHIP CHARTERS

An expired Administrative Code provision addressing partial year as it relates to charter partnerships has been deleted. Administrative Code changes, effective March 26, 2024, also resulted in the removal of a provision regarding appeals of a decision made by TEA to deny, remove, or return an eligibility approval request.

FFB(LLEGAL)

STUDENT WELFARE: CRISIS INTERVENTION

The subsection previously titled Threat Assessment Team has been revised to include "Safe and Supportive Schools" to align with terminology used by TEA.

FFG(LLEGAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

The Definitions section of this legally referenced policy has been revised to better define Child Abuse and Neglect by including detailed language from the Family Code.

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FFG(LOCAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

Under Reporting Child Abuse and Neglect, a new subsection on Oral Reports is recommended to comply with revisions to the Family Code and Administrative Code. Recommended revisions at Making a Report are to clarify new requirements in the Education Code stating that reporting individuals must provide their name and contact information when making a report. The policy still states that the identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the law.

FFH(LEGAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

This legally referenced policy has been updated to remove an editor's note that is no longer applicable since a Texas federal court enjoined the Office for Civil Rights from enforcing this interpretation of the Title IX rules in June 2024. Policy Service issued a Policy Alert notifying districts of this change in July 2024.

FM(LEGAL)

STUDENT ACTIVITIES

In the UIL Allotment section, a robust Definitions section has been added in accordance with revisions to Administrative Code rules, effective on August 4, 2024.

FNA(LEGAL)

STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT EXPRESSION

Under Patriotic Observances, a reference to policy EC has been added to provide additional information regarding pledge of allegiance requirements.

FOF(LEGAL)

STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

A paragraph regarding the discipline of students with disabilities been removed from the Students Receiving Special Education Services section due to amendments to the Administrative Code that became effective July 30, 2024.

GA(LEGAL)

ACCESS TO PROGRAMS, SERVICES, AND ACTIVITIES

New provisions addressing Web Content and Mobile App Accessibility have been added based on revisions found in the Code of Federal Regulations.

GKA(LOCAL)

COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

Recommended language prohibiting electronic vaporizing devices has been added to the Tobacco and E-Cigarettes section of this local policy.

The Legal Issues in Update 124 memo, available with your Update 124 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

GRB(LEGAL)

RELATIONS WITH GOVERNMENTAL ENTITIES: INTERLOCAL COOPERATION CONTRACTS

Revisions to this legally referenced policy are based on the requirements of the Interlocal Cooperation Act. Details that were formerly in CH(LEGAL) have been recoded here to ensure all general interlocal agreement requirements are consolidated into one location. A citation to CNA(LEGAL) has been added to point readers to additional information relating to the operation of a transportation system.

PROPOSED REVISIONS

Relation to Essential Knowledge and Skills

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

Guidelines for Grading

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

Progress Reporting

The District shall issue grade reports/report cards every ~~nine~~ ~~six~~ weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

Interim Reports

Interim progress reports shall be issued for all students after the third week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

Conferences

In addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed.

Academic Dishonesty

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, the use of artificial intelligence to complete an assignment in part or in whole unless approved by the classroom teacher, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students or the use of an artificial intelligence detection tool selected by the District. [See CQ(LOCAL)]

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
(LOCAL)

**General
Requirements**

All resignations shall be submitted in writing to the Superintendent or other person designated to receive resignations in accordance with this policy. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

At-Will Employees

The Superintendent shall be authorized to receive and accept the resignation of an at-will employee at any time. The Superintendent may delegate to other administrators the authority to accept a resignation of an at-will employee.

Contract Employees

The Superintendent and the [Director of Human Resources](#) ~~chief human resources officer~~ shall be authorized to receive a contract employee's resignation effective at the end of the school year or submitted after the last day of the school year and before the penalty-free resignation date. If an employee provides a resignation to any other supervisor, the supervisor shall instruct the employee to submit the resignation to the Superintendent or the [Director of Human Resources](#) ~~chief human resources officer~~. The resignation requires no further action by the District and is accepted upon receipt by the Superintendent or the [Director of Human Resources](#) ~~chief human resources officer~~.

The Superintendent and the [Director of Human Resources](#) ~~chief human resources officer~~ shall be authorized to accept a contract employee's resignation submitted or effective at any other time. If an employee provides a resignation to any other supervisor, the supervisor shall instruct the employee to submit the resignation to one of the persons designated in this policy. The Superintendent or the [Director of Human Resources](#) ~~chief human resources officer~~ shall either accept the resignation or submit the matter to the Board in order to pursue sanctions allowed by law.

**Withdrawal of
Resignation**

Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.



Board of Trustees

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GISD School Board Agenda Information Sheet
March 10, 2025

ACTION ITEM

SUBJECT: Discuss and Consider Action on Purchase of HVAC Equipment and Installation Services

ADMINISTRATOR RESPONSIBLE: Gene Kridler, Executive Director of Operations; Amanda Smith, Acting Superintendent & Chief Financial Officer

RATIONAL SUMMARY: After receiving an engineering evaluation of the HVAC unit that supports the GNA cafeteria, administration recommends replacing the unit.

Attached to this item are two proposals as follows:

- HVAC Unit: \$262,799
- Service Agreement: \$6,516

Board Policy CH (Local) requires the board approve any purchase that exceeds \$75,000. If approved, this purchase will be made with bond funds through a purchasing cooperative.

SUPERINTENDENT'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the board approve the purchase and delegate authority to the superintendent to finalize the purchase, as presented."*



LEARNING TODAY,
LEADING TOMORROW



Trane Turnkey Proposal



GONZALES INDEPENDENT SCHOOL DISTRICT
Growing Greatness #GonzalesNow

Turnkey Proposal For:

Gene Kridler
Gonzales Independent School District
1615 SAINT LOUIS ST
Gonzales, TX 78629-7862

Local Trane Office:

Trane U.S. Inc.
9535 Ball St.
San Antonio, TX 78217

Local Trane Representative:

Ryan Boyd
Account Manager
E-mail: ryan.boyd@tranetechnologies.com
Cell: (210) 758-8530
Office Phone: (210) 657-0901

Proposal ID: 7957339

Date: March 06, 2025



Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help Gonzales Independent School District reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Gonzales Independent School District to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$262,799.00 USD. This investment will provide Gonzales Independent School District with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Gonzales Independent School District for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Ryan Boyd
Account Manager, Trane U.S. Inc.

**Prepared For:**

Gene Kridler

Date:

March 06, 2025

Job Name:

Gonzales ISD North Avenue IPAK Replacement

Proposal ID:

7957339

Delivery Terms:

Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:

Net 30

State Contractor License Number:

TACLA59925C

Proposal Expiration Date:

30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Gene Kridler and based on the site surveys performed on 11/15/2024.

Turnkey Installation of HVAC Equipment

Tag Data - Commercial Rooftop Air Conditioning Units (Midrange) (Qty: 1)

Item	Tag(s)	Qty	Replacement Model Number
A1	IP1SM-1	1	SFHPPF55EP*NCC49D9001DDC0000 0A004T0M8A

Cooling / Gas Heat
 R-454B Refrigerant
 55 Ton Air Cooled
 200/60/3
 Unit Mounted Disconnect w Conv Outlet
 Economizer Control w Comparative Enthalpy
 Stainless Steel Drain Pan w Grease Lines
 Access Doors
 Trane BACnet Communication
 Spring Isolators - Supply/Ex/Return
 Downflow supply/Upflow Return
 Factory startup

5 Year Parts, Labor, and Refrigerant Warranty

NOT INCLUDED:

DDC Controls / wiring / installation / rigging
 Vibration isolation / roof curb insulation
 Attic stock / additional filters / belts / sheaves
 Smoke detectors
 Thermostats / humidity / temperature / CO2 sensors
 Airflow monitoring stations / hood extensions
 Maintenance (available as an add upon request)
 Test and Balance

Any other item not listed in unit detail

Mechanical Installation

- Remove Trane IPAK unit on premises adjacent to cafeteria and dispose according to EPA guidelines.
- Serial # C15E03183 to be removed.
- Install new Trane RTU listed above.

- Provide crane and rigging to allow removal and replacement of new unit.
- Demo existing duct back to transitions, fabricate and install new duct work with 1.5" internal liner.
- Remove debris and cleanup site area.
- Provide factory startup of IPAK and O&M manuals when complete.

Electrical Installation

- Reuse existing electrical breaker and disconnect.

Building Automation System

- Trane BACnet interface included.
- Any control work is excluded from this scope of work and/or project.

Proposal Exclusions/Clarifications

- Refrigerant monitoring system not included.
- Data Network Connection via Fiber or Ethernet cable required to ALL SC+ System Controllers (BACnet/IP Communication) provided and installed by customer.
- Temporary heating, cooling or electrical power generation equipment or installation is excluded.
- Trane excludes bringing existing non-compliant code issues up to current codes unless specifically related to the equipment or materials being installed under this agreement.
- Does not include anything not specifically detailed within this proposal.
- Trane excludes the integration and associated wiring of Fire / fire-smoke/ control dampers and smoke detectors unless specifically defined within this scope of services.
- Trane excludes any work related to existing BAS systems, devices, wiring, conduit, or other appurtenances necessary for the system to function as part of this agreement unless specifically defined within this scope of services.
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays) unless specifically defined within this scope of services.
- Proposal does not include "Premium Time" or Price Contingency therefor unless specifically defined within this scope of services.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal shall be performed by customer.
- Control Submittals shall be delivered within 4-6 weeks a receipt of approved mechanical submittals.
- Pricing based on existing HVAC equipment and existing controls being functional at time of work and does not include service or repair of existing equipment or controls.
- 120VAC will be provided by electrical contractor and is not provided as part of this proposal.
- Integration to any existing system is not detailed within proposal is not included.
- Trenching, coring, patching, painting, roof penetrations unless specifically defined within this scope of services.
- Sales and use taxes are not included.
- Deviations of hours must be coordinated appropriately during kick-off meeting (additional charges may apply for afterhours work).



Pricing and Acceptance

Gene Kridler
Gonzales Independent School District
1615 SAINT LOUIS ST
Gonzales, TX 78629-7862

Site Address:
North Avenue 6th Grade Center
1032 N Saint Joseph St
Gonzales, TX 78629

Price

Total Net Price (*Excluding appropriate Sales and/or Use Tax, if required by law*).....\$262,799.00 USD

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Ryan Boyd
Account Manager
Trane U.S. Inc.
E-mail: ryan.boyd@tranetechnologies.com
Office Phone: (210) 657-0901



ACCEPTANCE

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

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

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Ryan Boyd	Cell: (210) 758-8530 Office: (210) 657-0901 Proposal Date: March 06, 2025
CUSTOMER ACCEPTANCE Gonzales Independent School District	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: TACLA59925C

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. 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. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

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

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

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

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

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

20. 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, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

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

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

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

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



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

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

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

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

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. 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.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(1024)
Supersedes 1-26.251-10(0123)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of

providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or

undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



INTELLIGENT SERVICES SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
9535 Ball St.
San Antonio, TX 78217

Company Name

Gonzales Independent School District
1615 SAINT LOUIS ST
Gonzales, TX 78629-7862

Trane Representative

Ryan Boyd
Cell: (210) 758-8530
Office: (210) 657-0901

Proposal ID

8084999

Service Contract Number

RSS 8084999

February 24, 2025



EXECUTIVE SUMMARY

Intelligent Services

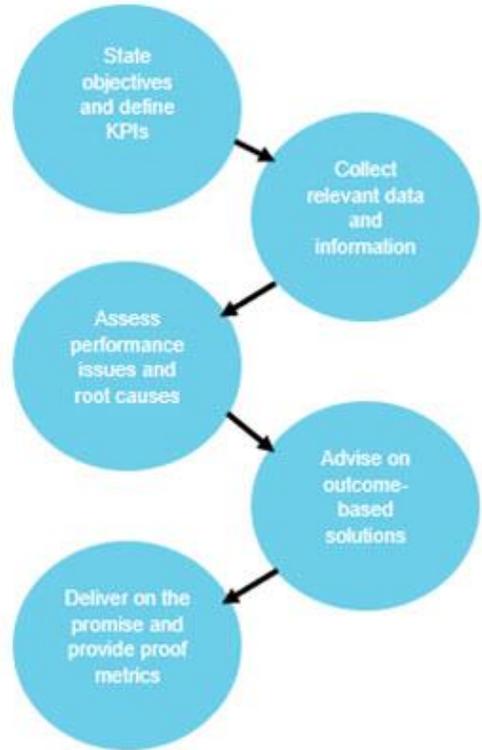
Through a consultative relationship with Trane, you'll meet with your Account Manager at defined intervals throughout the year to explain what you need, set goals for your building, define key performance indicators (KPIs) and build a plan to get there. Intelligent Services combine Trane's knowledge of HVAC systems and energy, along with the expertise of our people to deliver and measure the outcomes that matter most. Employees feel engaged and outcomes are better when everyone feels connected to your mission.

Choosing what's important to you

A consultative approach could include...

- Baseline and benchmarking your building's energy and cost performance (energy tariff review, energy consumption)
- Sustainability (ESG – Environmental, Social, & Governance) planning (decarbonization, energy reduction, regulatory compliance, utility rebates and incentives, renewables)
- System optimization (balancing comfort, energy, compliance, building automation control and equipment optimization strategies)
- Asset lifecycle planning (deferred maintenance and replacement strategies)

Trane Consultative Approach



Key Elements of this service

<p>Benchmark and Baseline Your Building with Trane Experts</p>	<p>Trane Connect™</p>	<p>Strategy and Action Planning</p>
----------------------------------------------------------------	-----------------------	-------------------------------------

Why Trane? We Focus on Better Buildings.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

GETTING CONNECTED

AM: delete if customer is already connected

Whether your Trane Service relationship is new or you've been a customer for many years, it is easy to connect your HVAC equipment to Trane Connect™ Cloud.

Utilizing the controls that are already part of your HVAC Equipment either directly or via your Trane BAS, you can easily connect your building to the cloud and send data from your HVAC Equipment to Trane Connect.

Advantages:

- **Empower your Trane Technician:** Utilizing the data collected in the cloud and the Trane Digital Inspection Toolbox, your Trane Technician will be able to remotely inspect your equipment.
- **Access your HVAC equipment anywhere:** Additionally, Trane can setup remote access to your Trane BAS, Chiller Plant, Chillers or other HVAC equipment for unlimited users from your organization.
- **Flexible & Secure Connectivity Options:** Connect via your organization's network or utilizing Trane's cellular solution.



CONNECTED BUILDING SERVICES WITH TRANE CONNECT™

Trane gives you a way to “see” what’s not physically evident using trend data that’s illustrated via dashboards in Trane Connect™. It’s a deeper level of information that enables you to understand what’s happening at the system level—so technicians can address root causes instead of the symptoms. You’ll get more bang from your service budget.

Available Trane Connect Applications

Included with your agreement, you’ll receive additional benefits and reporting within the Trane Connect application. Customize your Trane Connect experience based on the needs of your job and goals of your organization.

	<p>Remote Access - Control and manage your equipment, spaces and buildings while optimizing performance <i>(Note: included for all Trane Controls customers)</i></p>		<p>Reports - Measure your starting point to best evaluate where you’re seeing gains and how you can improve system performance and energy usage even further.</p>
	<p>Service - Remote and on-site service is enhanced through anytime, anywhere access to critical building information that informs how/when/where service is necessary.</p>		<p>Dashboards - Visualize and track the information most important to you, including opportunities for optimization and improvement.</p>
	<p>Building & Energy Applications - Identify ways to unlock greater efficiency and comfort while maintaining control over spend and optimizing performance. Map energy use by date, time or space usage to reach your sustainability goals faster. <i>(Note: requires separately connected Live Meter)</i></p>		<p>Utility Management - Access to your energy use intensity and cost intensity analysis. <i>(Note: requires utility bill access)</i></p>

Learn more on Trane.com



ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



REMOTE INSPECTIONS AT BUILDING LEVEL

Enhance unit visibility and inform necessary on-site service events with on-demand and scheduled virtual inspections. Digital review of HVAC and BAS equipment enabled through connected system and unit controllers.

Implementation:

- Trane factory certified technicians will troubleshoot and address root causes
- Proactively identify potential issues and required changes
- Receive deeper insights through data and analysis from your connected equipment via building performance reports

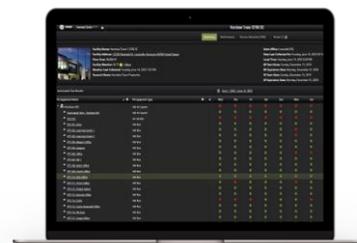


PERFORMANCE CHECK-INS

Gain the peace of mind you'd get with a "traditional clip-board review" from your staff with the added expertise of Trane technicians—without the added expense of on-site service visits. A virtual "walk-through" inspection of equipment, systems or a building—based on a predetermined schedule.

Implementation:

- Regular reviews of critical equipment and systems
- Early detection of issues to prevent downtime and catastrophic failure



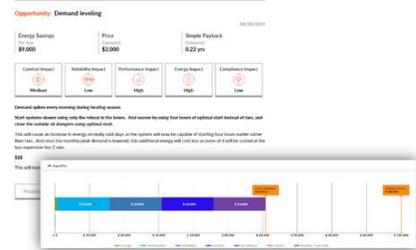


STRATEGY AND ACTION PLANNING BY YOUR TRANE TEAM

Understand which actions will help you meet your energy and system performance goals and milestone targets. A consultation with Trane building and energy experts to identify, document and prioritize key building actions to support business goals.

Implementation:

- Review identified opportunities for improvement or maintenance from your team and ours
- Prioritize based on impact, budget and critically
- Evaluate future opportunities and available funding mechanisms failure





HVAC EQUIPMENT COVERAGE

The following "Covered Equipment" will be serviced at :

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Remote Support Services	1	Trane	N/A	N/A	N/A

Remote Support Service Scope of work:

As a Trane Remote Service Support (Trane RSS) customer you have been pre-qualified to receive technical support from the Texas / North Louisiana Service Department during normal business hours, Monday through Friday, excluding holidays. Trane RSS remotely assesses customer reported operational difficulties to determine the root cause and, when possible, correct remotely. Issues requiring either extensive research and monitoring (beyond 30 minutes) or onsite intervention are dispatched with the RSS corrective action report to streamline issue resolution. All Trane RSS customers receive our Preferred Customer time and material pricing for calls that exceed base level Trane RSS.



PRICING AND ACCEPTANCE

Gonzales Independent School Distri
 1615 SAINT LOUIS ST
 Gonzales, TX 78629-7862

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	6,516.00	6,516.00	Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 1 year, beginning February 20, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on February 19, 2026, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 9535 Ball St., San Antonio, TX 78217.

Renewal Pricing Adjustment

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

Cancellation by Customer Prior to Services; Refund

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

Cancellation by Company



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

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

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Ryan Boyd
_____ Printed Name	Proposal Date: February 24, 2025 Cell: (210) 758-8530 Office: (210) 657-0901 License Number: TACLA59925C
_____ Title	_____ Authorized Representative
_____ Purchase Order	_____ Title
_____ Acceptance Date	_____ Signature Date

The Initial Term of this Service Agreement is 1 year, beginning February 20, 2025.
 Total Contract Amount: \$6,516.00 USD.



TERMS AND CONDITIONS - SERVICE

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

1. Agreement. These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Trane Digital Services”). **COMPANY’S TERMS 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 these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer’s failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,



on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("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 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. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, 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.**

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR 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 OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL 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.

13. 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 OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

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



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

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

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

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

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

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

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

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

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

1-26.130-7 (1024)
 Supersedes 1-26.130-7 (0724)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no



longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data: Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.



13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



TERMS AND CONDITIONS – Connected Analytics Package Subscription

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

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

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

“Users” means individuals who have been authorized by Customer to use the Services and who have been supplied user identifications and passwords to access the Services by Customer (or by Company at Customer’s request). Users may include but are not limited to Customer’s employees, consultants, contractors and agents; or third parties with which the Customer transacts business. Persons or entities that are competitors to Company are not authorized to access or use the Services and may not be permitted by Customer to access or use the Services.
3. **Software as a Service CAP Subscription.** Upon commencement of the CAP Subscription and for the CAP Subscription Term, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the CAP Subscription services solely for your internal business operations and subject to the CAP Subscription Terms and Conditions (Service). Customer may allow its Users to use the CAP Subscription services for this purpose and Customer is responsible for Users’ compliance herewith. Customer agrees that it does not acquire any license to the Trane Energy Manager program. The CAP Subscription includes provisions for the collection of data from meters, loggers, systems, or devices (“Data Collection”) and regular database backups. The CAP Subscription does not cover support of Customer’s computer hardware, data network, or communications infrastructure, or Internet browsers used to access the CAP Subscription. Customer hereby accepts, and upon initial use of CAP Subscription, each Customer User will be required to accept these CAP Subscription Terms. User access shall terminate on the same date as the applicable CAP Subscription Term
4. **Subscription Term.** The initial CAP Subscription Term commences on the date that Customer receives access to the CAP Subscription service and continues for as long as set forth in the Proposal, subject to automatic renewal for succeeding 12 month terms as provided in the Terms and Conditions (Service).
5. **Customer’s Responsibilities.** Customer shall (i) be responsible for Users’ compliance with these terms and conditions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the CAP Subscription, and notify Provider promptly of any such unauthorized access or use, (iii) use the CAP Subscription only in accordance with these terms and conditions and Customer’s Service Agreement with Trane and applicable laws and government regulations, (iv) provide Company with all necessary cooperation in relation to these terms and conditions and necessary access to such information as may be required for providing the CAP Subscription, and (v) pay all fees when due for the CAP Subscription and Service Agreement. Customer shall not (i) permit any third party to access the CAP Subscription or physical hardware deployed at Customer’s facilities to enable operation of the CAP Subscription except as expressly permitted herein or in an Order Form, (ii) modify or create derivative works based on any part or content of the CAP Subscription, (iii) copy, frame or mirror any part or content of the CAP Subscription, other than copying or framing on Customer’s own intranets or otherwise for Customer’s own internal business purposes, (iv) reverse engineer, disassemble or decompile the CAP Subscription, or (v) access the CAP Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the CAP Subscription. In addition, Customer shall not (m) make the CAP Subscription available to anyone other than Users, (n) sell, resell, rent, license, share or lease the CAP Subscription, (o) use the CAP Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (p) use the CAP Subscription to store, distribute or transmit Malicious Code, (q) interfere with or disrupt the integrity or performance of the CAP Subscription or third-party data contained therein, or (r) attempt to gain unauthorized access to the CAP Subscription or their related systems or networks.
6. **Cancellation.** In the event of a cancellation of the CAP Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts then due.
7. **Customer Breach; Termination.** Company may terminate the CAP Subscription upon 14 days written notice to Customer of a material breach if such breach remains uncorrected at the expiration of such period. Upon termination, Customer shall not be entitled to any refund of the price paid to Company.
8. **Availability.** Company shall exercise reasonable care in providing the CAP Subscription and use commercially reasonable efforts to make the service available at all times. The CAP Subscription is accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Company is not responsible for delivery failures or other damage resulting from such problems. Where possible, Company will notify User(s) identified by the Customer during execution of Service Agreement to be the primary contact for Customer (“Named Users”), and raise support issues with Company of non-availability of the CAP Subscription. It is the responsibility of the Named Users to provide this information to all Users of CAP Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to CAP Subscription Service that may result in loss of access from time to time without prior notice. Service features that interoperate with Trane Energy Manager software depend on the continuing availability of the third party APIs and programs for use with the CAP Subscription. If said parties cease to make the API or program available on reasonable terms for the CAP Subscription, Company may be interrupted from providing such features without entitling Customer to any refund, credit, or other compensation.
9. **Software Upgrades.** Software upgrades to CAP Subscription will be applied by the Company as soon as commercially reasonable after a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the SaaS environment.
10. **Database Backup.** Short term and long term database backups are performed at the sole discretion of the Company.
11. **Data Collection.** Where Customer has placed an order that includes CAP Subscription from Company, data will be collected from the designated meters, loggers, or devices and imported into CAP Subscription. It is Customer’s responsibility to check CAP Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from CAP Subscription at any time using the standard CAP Subscription export functions.
12. **Ownership of Data.** All data relating to the performance and condition of Customer building systems that Company collects in connection with the CAP Subscription shall be owned by Customer, provided that Customer grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer’s prior written consent. The data Company collects from Customer will not include any personal or individual information beyond that required for User access and account management. In providing the CAP Subscription, Company will comply with the Trane Technologies Data Protection and Privacy Policy, which is available at <https://www.tranetechnologies.com/privacy-policy.html>.
13. **Data Retention.** Upon Customer’s written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer’s data for up to 3 months. There is no guarantee as to the availability of the data.
14. **Communications – Analog Modem Facilities.** Customer authorizes Company to utilize Customer’s telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer’s use for extended periods of time while data is being collected from Customer’s building systems and equipment. Company is not responsible for any adverse impact to Customer’s communications infrastructure. Customer understands that Company will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over Customer’s telephone service.
15. **Communications – Ethernet.** Customer authorizes Company to utilize Customer’s network infrastructure to provide the contracted services and acknowledge that Company is not responsible for any adverse impact to Customer’s communications infrastructure. Customer understands that Company will not



be able to collect data when network issues do not allow for successfully communications between Company data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

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

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

18. Disaster Recovery. In the event that Company experiences a significant problem with CAP Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the CAP Subscription service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into CAP after the last database backup was taken; CAP Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access CAP Subscription via an IP address and not the normal domain name and data collection may not be available.

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

20. Privacy or Confidentiality. The Company will take commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts the Company from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Any breach in privacy should be reported by customer to the Company immediately.

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

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

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

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

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APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





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GISD School Board Agenda Information Sheet
March 10, 2025

ACTION ITEM

SUBJECT: Discuss and Consider Action on Prekindergarten Tuition Rate for the 2025-26 School Year

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Acting Superintendent & Chief Financial Officer

RATIONAL SUMMARY: Texas Education Code (TEC) § 29.1531 authorizes school districts to offer Pre-K classes on a tuition basis.

Each year, the tuition rate must be approved by the Commissioner of Education and cannot exceed a proposed rate published annually by TEA. The 2024-25 tuition rate is \$5,150.

Administration recommends submitting a rate of \$5,200 to the Commissioner. This would be an increase of \$50 from the current 2024-25 rate.

SUPERINTENDENT'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the board set the tuition rate for the tuition-based prekindergarten program at \$5,200 for the 2025-26 school year pending approval from the Commissioner of Education, as needed."*



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PK Tuition Rate Research

Entity	Most Current Annual Rates	Est # Days	Daily Cost	Daily Rate Increase from 2024-25	Additional Costs / Notes
Floresville ISD	\$4,800	170	\$28.24	\$6	
Spring Branch ISD	\$7,002	170	\$41.19	\$9	\$50 Enrollment Fee; Charge discounted tuition for employees
Happy House	\$1,760	57	\$30.88	\$1	\$250 Enrollment/Supply Fee
Presbyterian Day Center	\$2,000	57	\$35.09	\$0	\$50 Registration & 2 \$50 Supply Fees
Shiner St. Paul	\$11,665	175	\$66.66	\$2	Includes \$125 registration fee; \$20 PTO Fee & \$25 Booster Club Fee; \$1,000 Bus Fee; \$1,250 afterschool fee Additional Costs: \$5.50/day for lunch, Band & Athletic Fees
Christian Kids (per week)	\$145		\$29.00	\$1	Licensed PK provider (Abella Program) \$65 Enrollment Fee
Little Apache Academy (per week)	\$155		\$31.00	\$2	Not licensed PK; One time fee of \$50

23-24 TEA Tuition Rate for GISD	\$7,559	169	\$45		
24-25 Estimated Cost Per Student	\$10,107	169	\$60		

Option 1: No-change	\$5,150	169	\$30.47	-\$0.36	Stagnant Rate
Option 2: Increase \$50/year	\$5,200	169	\$30.77	-\$0.07	<-- Administration's Recommendation
Option 3:	\$6,327	169	\$37.44	\$6.03	Average of all entities above
Option 4:	\$5,476	169	\$32.40	\$1	Increase \$1/day

GISD offers:

Free Breakfast & Lunch; Free Transportation; Free Afterschool Program (until 6:15; Includes snack/meal)

Total Enrollment as of 3/4/2025	174
Tuition-Based Enrollment	3
	1.72%
Total Current GPA Budget	\$1,758,600.59
Total % for Tuition Based Program	\$30,320.70
Cost per student	\$10,106.90

Tuition Rate History:	
2021-22	\$4,800
2022-23	\$5,150
2023-24	\$5,150
2024-25	\$5,150



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GISD School Board Agenda Information Sheet
March 10, 2025

ACTION ITEM

SUBJECT: Discuss and Consider Action on Purchase of Materials Testing for the CTE Building and Ag Barn as Part of the 2023 Bond Program

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Acting Superintendent and Chief Financial Officer

RATIONAL SUMMARY: In October 2024, Terracon was selected as the most qualified professional engineering firm to perform geotechnical borings at the new CTE Building and Ag Barn site.

This proposal is to provide materials testing during the construction of the project. Building Code requires certain materials testing and some of the work is desired for quality control via 3rd party testing. Materials testing is designated as a professional service per State law and must be selected based on qualifications, not price.

Administration finds the proposed pricing structure and agreement within industry standards and expectations. Note this work is performed on a unit basis and will be paid based on actual work performed. The proposal includes a fee estimate of \$80,037 based on the expected number of tests. Administration recommends the Board authorize an additional \$15,000 to cover possible additional testing. The total of \$95,037 is under our budgeted amount for this work.

SUPERINTENDENT'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move to approve the purchase of materials testing from Terracon Consultants, Inc up to the amount of \$95,037 for the CTE Building and Ag Barn as part of the 2023 Bond Program, and authorize the Superintendent to negotiate the final terms of the contract and determine how many tests actually be performed, as presented."*



LEARNING TODAY,
LEADING TOMORROW

February 11, 2025

Gonzales Independent School District
1615 St. Louis Street
Gonzales, TX 78629

Attn: Amanda Smith
P: 830-672-9551
E: Amanda.smith@gonzalesisd.net

RE: Proposal for Materials Services
Gonzales ISD CET Building and Ag Barn
County Road 239A
Gonzales, TX
Terracon Proposal No. PAS251013

Dear Amanda Smith:

We understand that we have been selected solely based on professional qualifications and appreciate the opportunity to submit this proposal to Gonzales Independent School District to provide Materials services for the above-referenced project. The following are exhibits to the attached Agreement for Services.

1.0	Project Understanding
2.0	Scope of Services
3.0	Schedule
4.0	Compensation
5.0	Assumptions and Limitations

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon Consultants, Inc.



Joshua M. Gonzales
Senior Project Manager | Materials



Marcus W. McClintock
Senior Associate | Office Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Gonzales Independent School District (“Client”) and Terracon Consultants, Inc. (“Consultant”) for Services to be provided by Consultant for Client on the Gonzales ISD CTE Building & AG Barn project (“Project”), as described in Consultant’s Proposal dated 02/06/2025 (“Proposal”), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant’s services is described in the Proposal, including but not limited to the Scope of Services section (“Services”), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors’ behalf. Consultant’s Services do not include the investigation or detection of, nor do recommendations in Consultant’s reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant’s findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client’s request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client’s review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant’s current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client’s sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant’s reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT’S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR CONSULTANT’S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT’S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT’S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant’s Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant’s substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT’S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers’ compensation insurance in accordance with the laws of the states having jurisdiction over Consultant’s employees who are engaged in the Services, and employer’s liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **2/11/2025**

Name/Title: **Marcus W McClintock / Office Manager**

Address: **22535 N Highway 288B**
Angleton, TX 77515-4882

Phone: **(979) 202-1113** Fax: **(979) 202-1033**

Email: **Marcus.Mcclintock@terracon.com**

Client: **Gonzales Independent School District**

By: _____ Date: _____

Name/Title: **Amanda Smith / Chief Financial Officer**

Address: **1615 St. Louis Street**
Gonzales, TX 78629

Phone: **(830) 672-9551** Fax: _____

Email: **amanda.smith@gonzalesisd.net**

1.0 Project Understanding

Item	Description
Project Description	CTE-Type II-B Building Level 1: 24,605 SF Level 2: 7,177 SF Ag Barn – Type II-B Building Additional paving for parking area
Geotechnical Investigation	Geotechnical report provided by Terracon. Please see report AS245078 Rev.1 dated 12/6/24.
Governing Jurisdiction	As per the City of Gonzales the governing code requirements will be IBC 2015.
Foundation type	Slab on Grade, Footings
Framing Type	■ Steel
Sitework	■ Buildings supported by 84” of Structural Fill ■ Site Improvements include additional parking areas, sidewalks, and curbs & gutters.

Terracon was provided with the following construction documents for preparation of this proposal:

- Gonzales ISD CTE Building and AG. Barn 100% Construction Documents Review Drawings by VLK dated January 20, 2025.
- Gonzales ISD CTE Building and AG. Barn Project Manual Volume 1 Specifications by VLK dated January 20, 2025.
- Gonzales ISD CTE Building and AG. Barn Project Manual Volume 2 Specifications by VLK dated January 20, 2025.
- Gonzales ISD CTE Building and AG. Barn Geotechnical Engineering Report by Terracon dated December 6, 2024.

A construction schedule was not provided at the time this proposal was prepared. We request the right to review the construction schedule and revise this proposal based on the schedule once it is provided.

2.0 Scope of Services

Our proposed Scope of Services consists of field and laboratory testing. These services are described in the following sections.

Scope Item	Description
Earthwork	<ul style="list-style-type: none"> ■ Sample select fill, building subgrade, and paving subgrade material. Prepare and test the samples for Atterberg Limits and percent fines. ■ Obtained random samples of select building fill to verify that the soil meets the requirements for Atterberg Limits. ■ Test soil samples for moisture-density relationship. ■ Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, and paving subgrades using the nuclear method to determine the moisture content and percent compaction of the soil materials.
Cast-in-Place Concrete	<ul style="list-style-type: none"> ■ Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement. ■ Sample and test the fresh concrete for each mix. Perform tests including slump, air content, concrete temperature, and cast test specimens. Terracon will make every attempt to cure specimens in accordance with ASTM C31. ■ Perform compressive strength tests of concrete test cylinders cast in the field.
Masonry, Mortar, and Grout	<ul style="list-style-type: none"> ■ Observe and document the mixing proportions of mortar and grout used during construction. ■ Observe the reinforcing steel in CMU walls and bond beams. ■ Sample the fresh grout during construction and cast grout prisms for compressive strength tests.

Scope Item	Description
Structural Steel Welded and Bolted Connections	<ul style="list-style-type: none"> ■ Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records. ■ In the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications. ■ Perform visual inspections of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality. ■ Perform visual inspections of elevated decks. We will observe the shear studs for number, pattern, and bond. ■ Perform visual inspections of completed accessible welds to verify that the welds meet the visual acceptance criteria contained in AWS D1.1.
Project Management and Administration	<ul style="list-style-type: none"> ■ Attend preconstruction or preinstallation meetings. ■ Coordinate field and laboratory testing. ■ Communicate with Terracon Engineering Technicians, Contractor, and Owner’s site representative. ■ Review laboratory and field test reports. ■ Monitor our budget.

2.1 Scheduling Retests

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

2.2 Additional Services

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

2.3 Mechanically Stabilized Earth (MSE) Walls

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

3.0 Schedule

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

All requests for services should be submitted to the Angleton, Texas office at the following phone number: (979) 705-7212. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services, so they are aware of the services that are proposed.

3.1 Compass

Compass

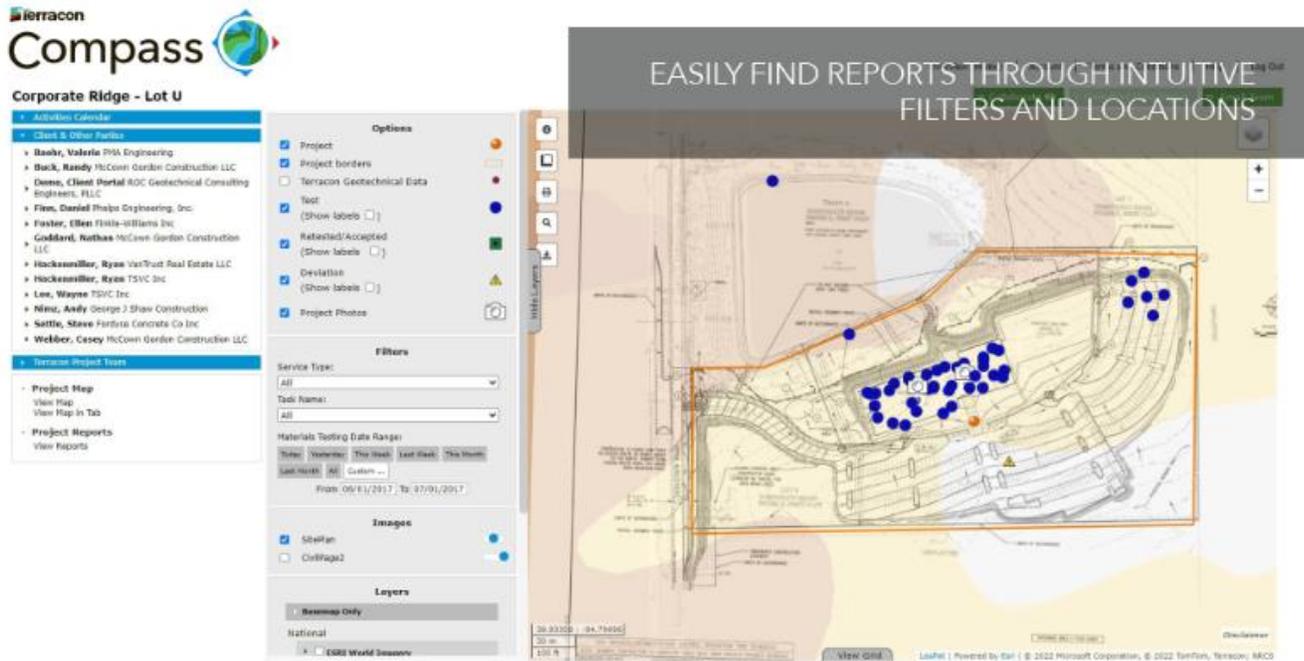
Compass is Terracon's latest client interfacing tool and elevates the way we do business. Terracon offers you the ability to view and interact with your testing data in a new way and is committed to using innovative techniques to deliver quality projects. Construction data is viewed by geographic location in relation to your project drawings as part of our seamless project delivery system. Within Terracon Compass, you can access our projects and their associated data, including environmental and geotechnical projects.

When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features and advantages of Compass include:

- Filters for Date Performed, Service Type and Test Result Status and intuitive test status designations
- Augmented Testing Reports with In-Place Locations
- Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.
- Quicker turnaround of information and reports

Proposal for Materials Services

Gonzales ISD CET Building and Ag Barn | Gonzales, TX
February 11, 2025 | Terracon Proposal No. PAS251013



Traditional methods of reporting and accessing results of your project's inspections, testing, and observations are no longer sufficient for today's construction projects. With a large number of reports generated on a single project, you now have a solution to quickly find and view specific data to make timely, informed decisions for your project.

One of Terracon Compass' greatest strengths is that we curate your projects for your future. Terracon Compass shows your team members an interactive map with locations of past and present projects to navigate geographically; or for those that prefer a tabular format, we have that option too. Either way, as you collaborate with Terracon, your team members will be able to build a library of past projects curated online through a secured login. That means a few years after completion, your team can readily find a final, signed deliverable.

3.2 Report Turnaround Time

We understand the importance of report turnaround to our clients, and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day.

Proposal for Materials Services

Gonzales ISD CET Building and Ag Barn | Gonzales, TX
 February 11, 2025 | Terracon Proposal No. PAS251013



- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing. Terracon will maintain a deviation log which will be maintained electronically in our database and can be updated or emailed at any time.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.

4.0 Compensation

Based upon our understanding of the site, the project as summarized in Item 1.0, and our planned Scope of Services outlined in Item 2.0, our estimated fee is shown in the following table:

Fee Estimate				
Materials Services				
Gonzales ISD CTE Building & AG Barn				
Terracon Proposal No. PAS251013				
DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
Soils				\$ 28,027.00
Engineering Technician	\$ 75.00	224	hours	\$ 16,800.00
Standard Proctor	\$ 180.00	4	tests	\$ 720.00
Atterberg Limits Determination (3 pt.)	\$ 85.00	20	tests	\$ 1,700.00
Wash 200	\$ 70.00	4	tests	\$ 280.00
Moisture Content Determination	\$ 18.00	4	tests	\$ 72.00
Local Trip Charge	\$ 95.00	29	day	\$ 2,755.00
Engineering Technician (Overtime)	\$ 112.50	40	hours	\$ 4,500.00
Nuclear Gauge(Equipment)	\$ 60.00	20	days	\$ 1,200.00
Concrete				\$ 24,680.00
Engineering Technician	\$ 75.00	200	hours	\$ 15,000.00
Local Trip Charge	\$ 95.00	28	day	\$ 2,660.00
Engineering Technician (Overtime)	\$ 112.50	24	hours	\$ 2,700.00
Compressive Strength of 6" x 12" Cylinder	\$ 20.00	216	tests	\$ 4,320.00
Masonry				\$ 7,825.00
Engineering Technician	\$ 75.00	70	hours	\$ 5,250.00
Local Trip Charge	\$ 95.00	10	day	\$ 950.00
Compressive Strength of 2 inch Mortar Cube	\$ 25.00	20	Cubes	\$ 500.00
Compressive Strength of Grout Prism	\$ 25.00	45	Prisms	\$ 1,125.00
Steel Inspection Services				\$ 9,275.00
CWI Inspector	\$ 150.00	8	hours	\$ 8,400.00
CWI Trip Charge	\$ 125.00	1	day	\$ 875.00
Project Management				\$ 10,230.00
APR	\$ 205.00	3	hours	\$ 615.00
Sr. Engineer (P.E.)	\$ 250.00	1.5	hours	\$ 375.00
Project Manager	\$ 175.00	40	hours	\$ 7,000.00
Administration	\$ 80.00	28	hours	\$ 2,240.00
Total				\$ 80,037.00

Proposal for Materials Services

Gonzales ISD CET Building and Ag Barn | Gonzales, TX
February 11, 2025 | Terracon Proposal No. PAS251013



- Overtime is defined as hours worked more than 8 per day, and all ours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted.
- A 4-hour minimum charge will be applied to all trips made to provide testing, observation, and consulting services. The minimum charge is not applicable for trips for sample or cylinder pick-ups.
- All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.
- You will be invoiced monthly for services performed. Terracon invoices are due within 30 days following final receipt of the invoice.
- This is a budget estimate and not a not-to-exceed price. Many factors beyond our control such as weather and the contractors schedule will dictate the final fee for our services.
- Quantities for re-tests, cancelations and stand-by-time are not included in our fee.

5.0 Assumption and Limitations

In preparing this proposal, we assumed work would occur 5 days per week and that our services would be performed on an as requested basis. Our cost estimate assumes that work occur during normal business hours. Our services will be invoiced in accordance with Item 4.0.



Board of Trustees
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GISD School Board Agenda Information Sheet
March 10, 2025

ACTION ITEM

SUBJECT: Discuss and Consider Action on Guaranteed Maximum Price (GMP) for the CTE Building & Ag Barn as Part of the 2023 Bond Program

ADMINISTRATOR RESPONSIBLE: Gene Kridler, Executive Director of Operations; Amanda Smith, Acting Superintendent & Chief Financial Officer

RATIONAL SUMMARY: Weaver & Jacobs has provided a pricing proposal for the CTE/Ag Facility. This is a planned expenditure to be funded from the 2023 Bond Program.

In February 2024 the Board selected Weaver & Jacobs as the Construction Manager at Risk (CMAR) for the 2023 Bond Program. Weaver & Jacobs solicited & reviewed bids for the project on 2/18/25. A total of 221 bids were received. The coverage and response from trade contractors was very good. The quality and experience of trade contractors is high.

Once awarded and under contract, it is anticipated Weaver & Jacobs will mobilize within 3 weeks to begin the project and reach substantial completion within 18 months. If awarded at this Board Meeting, substantial completion is expected to be on or before September 2026.

BUDGET INFORMATION

These projects are to be funded from the 2023 Bond Funds and interest earnings.

The bid summary is as follows:

- Base Bid = \$19,173,278
- Alternate #1 Stainless Steel Railings = \$13,876
- Alternate #2 Additional Parking Lot = \$276,167
- Alternate #3 Infill Paving at Ag Barn = \$60,275

Total = \$19,523,596

All Weaver & Jacobs fees are consistent with their contracted amounts. Included within the recommended award amount is \$1,175,000 in Allowances for planned work items and Contingencies for unforeseen items to enable the project to proceed with minimum disruption. All Allowance and Contingency funds will be tracked, and all unused funds will be returned to GISD.

(continued on next page)



LEARNING TODAY,
LEADING TOMORROW



Notably, the 2023 Bond Program called for a 26,000 square foot CTE Building. The proposed building is 31,782 square feet and includes the Auto Tech space as discussed during the Schematic Design phase. During Schematic Design, staff indicated this additional square footage would require an additional \$2M from Operational Funds.

The proposed GMP including all 3 recommended Alternates can be funded entirely from 2023 Bond proceeds and interest earned. No operational funds are needed to Award the GMP.

Further, the 2023 Bond Program Budget still contains over \$1.5M in funds designated for expected upcoming costs including permits, shop equipment, furniture, materials testing, code inspections, new marquee sign, technology items needed, new computers, greenhouse, cattle trailers, and health & nursing equipment.

SUPERINTENDENT'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the board approve the GMP for the CTE/Ag Facility to Weaver & Jacobs and authorize the superintendent to finalize agreements, as needed."*



LEARNING TODAY,
LEADING TOMORROW

Gonzales ISD CTE Building and Ag Building

Date: 2/20/25
 Duration: 18 Months
 Documents: 100% Construction Design Documents Dated 1-20-2025
 Bid Date: February 18, 2025



Gonzales ISD CTE Building and Ag Building Guaranteed Maximum Price	
Allowances	
Owner Contingency Allowance	\$ 400,000.00
Construction Contingency Allowance	\$ 300,000.00
Building Permit	By Owner
Landscape, Irrigation, and Revegetation Allowance	\$ 175,000.00
Graphics Allowance	\$ 50,000.00
ERRC System Allowance	\$ 150,000.00
HVAC Testing and Balancing	\$ 100,000.00

Gonzales ISD CTE and AG Buildings Cost of Work

Area	Cost per Area
CTE Building and Ag Building	\$ 16,710,070
Subtotal	\$ 17,885,070

Bonds-Insurance-General Conditions

Performance and Payment Bonds	0.83%	\$ 148,446
General Liability, Auto Liability, Umbrella Liability	0.35%	\$ 62,598
Builder's Risk Insurance		\$ 75,600
Pre-Construction Services Fee	0.05%	\$ 8,943
Indirect Costs	3.30%	\$ 590,207
CMAA Fee	2.25%	\$ 402,414

Gonzales ISD CTE Building and Ag Building Guaranteed Maximum Price	\$ 19,173,278
Add Alternate #1 - Change From Steel to Stainless Railings System	\$ 13,876
Add Alternate #2 - Additional Parking	\$ 276,167
Add Alternate #3 - Additional Paving Next to Ag Building	\$ 60,275

Total with Base Bid and Approved Alternates \$ 19,523,596



WEAVER & JACOBS

CONSTRUCTORS, INC.



JOB: **Gonzales ISD CTE Building and Ag Building**
ADDENDUM *ADD 1-3*
 LOCATION: GONZALES, TEXAS
 DATE: Tuesday, February 18, 2025



WEAVER & JACOBS
 CONSTRUCTORS, INC.

JOB LEVEL	DESCRIPTION	LABOR	MATERIAL	SUBCONTR	REMARKS
DIVISION 1	GENERAL REQUIREMENTS				
	FINAL CLEAN	\$20,928	\$17,122		
	SURVEYING			\$12,500	
	TEMPORARY ROAD AND LAYDOWN AREA		\$50,000		
	BID ADVERTISEMENT		\$500		
					\$101,050
DIVISION 3	CONCRETE				
051100	CONCRETE FORMING	W/033000			
032000	CONCRETE REINFORCING	W/033000			
033000	CAST-IN-PLACE CONCRETE			\$1,324,390	
033543	POLISHED CONCRETE FINISHING			\$31,000	
	POLISHED CONCRETE FLOORING PROTECTION	\$2,057	\$6,232		
	CONCRETE SEALER			\$10,549	
	CONCRETE PIER AND BEAM SPOILS HAUL OFF	\$3,795	\$11,295		
	CONCRETE SPOILS HAUL OFF	\$11,385	\$33,885		
					\$1,434,588
DIVISION 4	MASONRY				
042200	CONCRETE MASONRY UNITS			\$966,550	
044300	STONE MASONRY	W/ 042200			
	SETTING OF DOOR FRAMES IN CMU	\$5,700	\$7,680		
	MASONRY SPOILS HAUL OFF	\$5,060	\$15,060		
					\$1,000,050
DIVISION 5	METALS				
051200	STRUCTURAL STEEL FRAMING		\$741,766		
052100	STEEL JOIST FRAMING	W/ 051200			
053000	METAL DECKING	W/ 051200			
054000	COLD-FORMED METAL FRAMING	W/ 092116			
055000	METAL FABRICATIONS	W/ 051200			
057300	DECORATIVE METAL RAILINGS			\$23,292	
	MISC. METALS - ANCHOR BOLTS - FIBERGLASS SUMP PIT COVER	\$7,850	\$25,600		
	STRUCTURAL STEEL ERECTION			\$298,600	
	SAFETY CABLE BARRIER SYSTEM FOR 2ND FLOOR	\$9,850	\$12,525		
	STAIR TREADS	\$850	\$3,606		
					\$1,123,939

JOB LEVEL	DESCRIPTION	LABOR	MATERIAL	SUBCONTR	REMARKS
DIVISION 6	CARPENTRY				
061000	ROUGH CARPENTRY	\$65,890	\$83,250		
061656	AIR AND WATER RESISTIVE SHEATHING BOARD SYSTEM	W/ 092116			
064000	ARCHITECTURAL WOODWORK	W/ 123216			
					\$149,140
DIVISION 7	THERMAL & MOISTURE PROTECTION				
072100	BUILDING INSULATION			\$70,534	
	SPRAY FOAM INSULATION			\$17,230	
072726	FLUID APPLIED MEMBRANE AIR BARRIERS			\$233,380	
074120	PREFINISHED METAL ROOF PANELS	W/ 075300			
074213	METAL WALL PANELS	W/ 075300			
	THERMAZEE RAINSCREEN FURRING CHANNELS			\$134,000	
075300	SINGLE PLY MEMBRANE ROOFING			\$814,492	
076200	SHEET METAL FLASHING AND TRIM	W/ 075300			
076500	FLEXIBLE FLASHING	W/ 072726			
077233	ROOF HATCHES	\$1,520	\$6,417		
078400	FIRESTOPPING			\$10,367	
079200	JOINT SEALANTS	W/ 072726			
	CAULKING OF DISSIMILAR MATERIALS	\$5,680	\$9,560		
	WATERPROOFING CONSULTANT			\$35,000	
					\$1,338,180
DIVISION 8	DOORS AND WINDOWS				
081100	HOLLOW METAL DOORS AND FRAMES	\$18,710	\$267,280		
081423	PLASTIC LAMINATE FACED WOOD DOORS	W/ 081100			
081500	FRP FLUSH DOORS AND FRAMES	W/ 081100			
083100	ACCESS DOORS	\$750	\$3,500		
083323	OVERHEAD COILING DOORS			\$147,349	
084113	ALUMINUM FRAMED ENTRANCES AND STOREFRONTS			\$288,000	
085116	PASS WINDOW	W/ 084113			
087100	DOOR HARDWARE	W/ 081100		\$21,985	
088000	GLAZING	W/ 084113			
	SECURITY FILM			\$5,182	
089100	LOUVERS - VENTILATION OPENING	\$10,048	\$20,460		
					\$783,264

JOB LEVEL	DESCRIPTION	LABOR	MATERIAL	SUBCONTR	REMARKS
DIVISION 9	FINISHES				
092116	GYPSUM BOARD ASSEMBLIES			\$916,169	
093000	TILING			\$89,740	
095100	ACOUSTICAL CEILINGS	W/ 092116			
096500	RESILIENT FLOORING			\$72,500	
096723	RESINOUS FLOORING			\$102,425	
096813	TILE CARPETING	W/ 096500			
099100	PAINTING	W/ 092116			
099700	SPECIAL COATINGS	W/ 092116			
	FLOOR PROTECTION	\$6,987	\$21,173		
	FLOOR LEVELING			\$20,280	
					\$1,229,274
DIVISION 10	SPECIALTIES				
101116	MARKERBOARDS AND TACKBOARDS			\$18,800	
101400	IDENTIFYING DEVICES			\$46,575	
102113.19	PLASTIC TOILET COMPARTMENTS			\$18,753	
102123	CUBICLE CURTAINS AND TRACK			\$4,721	
102613	CORNER GUARDS			\$5,004	
102800	TOILET ACCESSORIES			\$4,415	
104413	FIRE EXTINGUISHERS AND CABINETS			\$5,565	
105113	METAL LOCKERS			\$26,000	
107113	EXTERIOR SUN CONTROL DEVICES	W/ 084113			
107326	PREFABRICATED WALKWAY COVERS			\$223,713	
107500	FLAGPOLES			\$9,025	
108216	EQUIPMENT SCREENS			\$58,380	
109900	MISCELLANEOUS SPECIALTIES				
	KNOX BOX	\$300	\$3,120		
					\$424,371
DIVISION 11	EQUIPMENT				
114000	FOOD SERVICE EQUIPMENT			\$594,977	
115700	VOCATIONAL SHOP EQUIPMENT	BY OWNER			
117000	HEALTHCARE EQUIPMENT	BY OWNER			
119200	AGRICULTURE EQUIPMENT				
	STEEL TUBE PANELS AND GATES	\$21,613	\$33,250		
	AUTOMATIC WATERERS	\$840	\$2,400		
					\$594,977
DIVISION 12	FURNISHINGS				
2122413	ROLLER WINDOW SHADES			\$31,930	
123216	MANUFACTURED PLASTIC LAMINATE CLAD CASEWORK			\$93,000	
123616	STAINLESS STEEL COUNTERTOPS	W/ 123216			
129300	SITE FURNISHINGS				
	BIKE RACK			\$4,305	
					\$124,930

JOB LEVEL	DESCRIPTION	LABOR	MATERIAL	SUBCONTR	REMARKS
DIVISION 13	SPECIAL CONSTRUCTION				
133419	METAL BUILDING SYSTEMS			\$331,385	
	PEMB INSULATION		\$13,004		\$344,389
DIVISION 14	ELEVATORS AND LIFTING EQUIPMENT				
142400	HYDRAULIC ELEVATORS			\$127,669	\$127,669
DIVISION 21	FIRE SUPPRESSION				
210000	FIRE PROTECTION	W/ 211313			
210529	HANGERS AND SUPPORTS FOR FIRE SUPPRESSION PIPING AND EQUIPMENT	W/ 211313			
211313	WET PIPE SPRINKLER SYSTEM			\$114,000	\$114,000
	MEP				
DIVISION 22	PLUMBING				
	NATURAL GAS PIPING SYSTEM	INCLUDED			
	COMPRESSED AIR SYSTEM	INCLUDED			
DIVISION 23	HVAC				
	CONDENSATE W/HVAC	INCLUDED			
	LOUVERS	INCLUDED			
	DDC SYSTEM	INCLUDED			
	TEST & BALANCE	BY OWNER			
DIVISION 26	ELECTRICAL				
				\$1,636,882	
DIVISION 27	TECHNOLOGY AND COMMUNICATIONS				
270200	BASIC MATERIALS AND METHODS FOR COMMUNICATIONS SYSTEMS	W/ 271500			
270526	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	W/ 271500			
270528	PATHWAYS FOR COMMUNICATIONS SYSTEMS	W/ 271500			
270543	UNDERGROUND DUCTS AND RACEWAYS FOR COMMUNICATIONS SYSTEMS	W/ 271500			
271100	COMMUNICATIONS ROOM FITTINGS	W/ 271500			
271300	COMMUNICATIONS BACKBONE CABLING	W/ 271500			
271500	COMMUNICATIONS HORIZONTAL CABLING			\$118,400	
274116	INTEGRATED AUDIO-VIDEO SYSTEM AND EQUIPMENT			\$147,000	
275123	INTERCOM COMMUNICATIONS SYSTEM			\$64,900	
275313	WIRELESS CLOCK SYSTEM			\$31,000	
275319	DISTRIBUTED ANTENNA SYSTEM (DAS)	ALLOWANCE			\$361,300

JOB LEVEL	DESCRIPTION	LABOR	MATERIAL	SUBCONTR	REMARKS
DIVISION 28	ELECTRIC SAFETY AND SECURITY				
280200	BASIC MATERIALS AND METHODS FOR SAFETY AND SECURITY SYSTEMS	W/ 281000			
280500	BASIC MATERIALS AND METHODS FOR FIRE ALARM	W/ 281000			
281000	ACCESS CONTROL SYSTEM			\$102,437	
282000	VIDEO SURVEILLANCE SYSTEM			\$117,574	
283100	INTRUSION DETECTION SYSTEM			\$61,462	
284609	FIRE ALARM SYSTEM WITH VOICE EVACUATION			\$69,948	
					\$351,421
DIVISION 31	EARTHWORK				
311000	CLEARING AND GRUBBING			\$592,550	
311200	SUBGRADE PREPARATION	W/ 311000			
312002	BORROW	W/ 311000			
312003	EMBANKMENT	W/ 311000			
315000	EXCAVATION SUPPORT AND PROTECTION	W/ 311000			
	EROSION CONTROL			\$19,045	
	TERMITE TREATMENT			\$6,995	
					\$618,590
DIVISION 32	EXTERIOR IMPROVEMENTS				
321313	CONCRETE PAVEMENT	W/ 033000			
321813	SYNTHETIC GRASS SURFACING			\$11,995	
323001	CONCRETE FOR SITE IMPROVEMENTS	W/ 033000			
323002	CONCRETE ADMIXTURES	W/ 033000			
323003	REINFORCING STEEL	W/ 033000			
323005	MEMBRANE CURING	W/ 033000			
323113	CHAIN LINK FENCES AND GATES			\$178,645	
323119	DECORATIVE METAL FENCES AND GATES	W/ 323005			
	TRAFFIC CONTROL (4 WEEKS)			\$34,300	
	PAVEMENT STRIPING			\$7,300	
					\$232,240

JOB LEVEL	DESCRIPTION	LABOR	MATERIAL	SUBCONTR	REMARKS
DIVISION 33	UTILITIES				
331100	WATER VALVES			\$998,234	
331213	PIPE	W/ 331100			
331300	MANHOLES	W/ 331100			
331301	FRAMES, GRATES, RINGS AND COVERS	W/ 331100			
	ASPHALT REMOVAL, PATCHING, AND REPAIRS			\$42,350	
	UTILITY SPOILS REMOVAL	\$7,590	\$22,590		
					\$1,070,764

Gonzales ISD CTE Building and Ag Building

	LABOR RECAP	\$207,402		
	MATERIAL RECAP	\$1,411,276		
	SUBCONTRACTOR RECAP	\$15,012,580		
			\$16,631,257	SUBTOTAL
38%	TAXES AND INSURANCE - LABOR	\$78,813		
			\$16,710,070	COST OF WORK

JOB LEVEL	DESCRIPTION	LABOR	MATERIAL	SUBCONTR	REMARKS
ALTERNATE # 1					
STATE IN THE PROPOSAL FORM THE AMOUNT TO BE ADDED TO THE BASE PROPOSAL FOR PROVIDING A PREFABRICATED STAINLESS STEEL RAILING SYSTEM IN LIEU OF THE BASE BID RAILING SYSTEM. REFER TO SECTION 05 73 00 – DECORATIVE METAL RAILINGS.					
JOB LEVEL	DESCRIPTION	LABOR	MATERIAL	SUBCONTR	REMARKS
	STRUCTURAL STEEL RAILING SYSTEM			\$ (11,040.00)	
	STAINLESS STEEL RAILING SYSTEM			\$ 23,986.00	
	RECAP TOTAL BY TYPE	\$ -	\$ -	\$ 12,946.00	
38%	TAXES AND INSURANCE - LABOR			\$0	
	SUB TOTAL			\$12,946	
7.18%	GENERAL CONTRACTORS FEE			\$930	
	TOTAL			\$13,876	

ALTERNATE # 2					
STATE IN THE PROPOSAL FORM THE AMOUNT TO BE ADDED TO THE BASE PROPOSAL FOR PROVIDING ALTERNATE PARKING LOT AS SHOWN IN THE CIVIL DRAWINGS. REFER TO CIVIL DRAWINGS.					
JOB LEVEL	DESCRIPTION	LABOR	MATERIAL	SUBCONTR	REMARKS
	EARTHWORK			\$ 100,699.00	
	CONCRETE			\$ 151,540.00	
	CAULKING			\$ 4,928.00	
	STRIPING			\$ 500.00	
	SIGNAGE			W/ STRIPING	
	RECAP TOTAL BY TYPE	\$ -	\$ -	\$ 257,667.00	
38%	TAXES AND INSURANCE - LABOR			\$0	
	SUB TOTAL			\$257,667	
7.18%	GENERAL CONTRACTORS FEE			\$18,500	
	TOTAL			\$276,167	

ALTERNATE # 3					
STATE IN THE PROPOSAL FORM THE AMOUNT TO BE ADDED TO THE BASE PROPOSAL FOR PROVIDING ALTERNATE PAVING NEXT TO AG BUILDING PER CIVIL AND ARCHITECTURAL DRAWINGS. REFER TO CIVIL AND ARCHITECTURAL DRAWINGS.					
JOB LEVEL	DESCRIPTION	LABOR	MATERIAL	SUBCONTR	REMARKS
	CONCRETE			\$ 53,013.00	
	CAULKING			\$ 3,224.00	
	RECAP TOTAL BY TYPE	\$ -	\$ -	\$ 56,237.00	
38%	TAXES AND INSURANCE - LABOR			\$0	
	SUB TOTAL			\$56,237	
7.18%	GENERAL CONTRACTORS FEE			\$4,038	
	TOTAL			\$60,275	



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GISD School Board Agenda Information Sheet
March 10, 2025

REPORT ITEM

SUBJECT: Academic Report

ADMINISTRATOR RESPONSIBLE: Dr. Rachele Ysquierdo, Executive Director of Curriculum and Instruction

RATIONAL SUMMARY: Administration will present the monthly update on the district's academics.

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a



LEARNING TODAY,
LEADING TOMORROW



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GISD School Board Agenda Information Sheet
February 3, 2025

REPORT ITEM

SUBJECT: Report the Texas Academic Performance Report (TAPR) Annual Report to Gonzales ISD Board.

ADMINISTRATOR RESPONSIBLE: Dr. Rachele Ysquierdo, Executive Director of Curriculum and Instruction

RATIONAL SUMMARY: Report the Texas Academic Performance Report (TAPR) for Gonzales ISD Board to have a knowledge and complete understanding of the Texas Education Code (TEC), §39.306 and §39.362, or 19 Texas Administrative Code (TAC), §61.1022. TEC, §39.306, which requires each district's board of trustees to publish an annual report that includes the PDF TAPR and the information summarized below under "Annual Report."

ADMINISTRATION'S RECOMMENDATION: N/A

SAMPLE MOTION: N/A



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GISD School Board Agenda Information Sheet
March 10, 2025

REPORT ITEM

SUBJECT: Provide the Formative and Summative January Review for the District Improvement Plans and Campus Improvement Plans

ADMINISTRATOR RESPONSIBLE: Rachelle Ysquierdo, Executive Director of Curriculum and Instruction

RATIONAL SUMMARY: The Curriculum and Instruction department will provide the District Improvement Plans and Campus Improvement Plans for review.

ADMINISTRATION'S RECOMMENDATION: N/A

SAMPLE MOTION: None



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GISD School Board Agenda Information Sheet
March 10, 2025

REPORT ITEM

SUBJECT: Financial Report

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Acting Superintendent & Chief Financial Officer

RATIONAL SUMMARY: Administration will present the monthly update on the district's finances.

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a



LEARNING TODAY,
LEADING TOMORROW



Financial Report

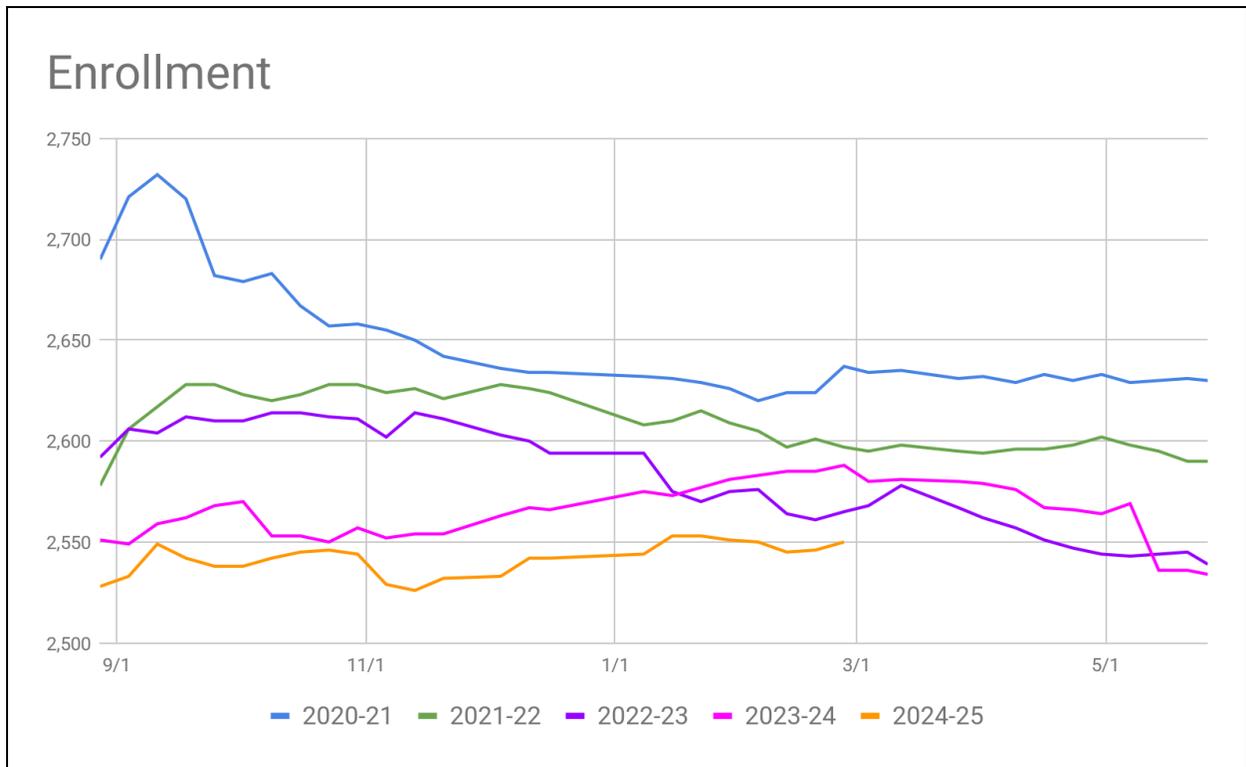
March 2025 Regular Meeting Board of Trustees

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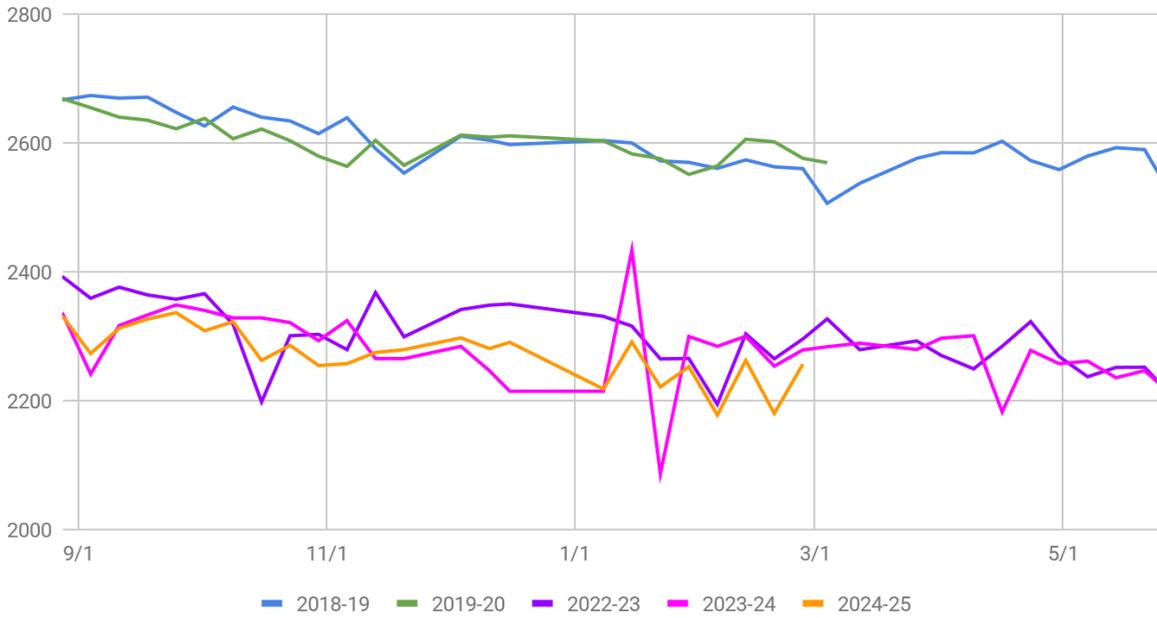
CFO Update	3
Revenues, Expenditures, and Changes in Fund Balance as of January 31, 2025 (Main Operating Funds)	7
Construction Fund Revenues and Expenditures	8
Monthly Expenditure Level Comparison	9
Monthly Statement of Ad Valorem Collections, January 2025	10
Budget Development Calendar	11

Chief Financial Officer's Summary
Regular Board Meeting - March 10, 2025

ADA & Enrollment

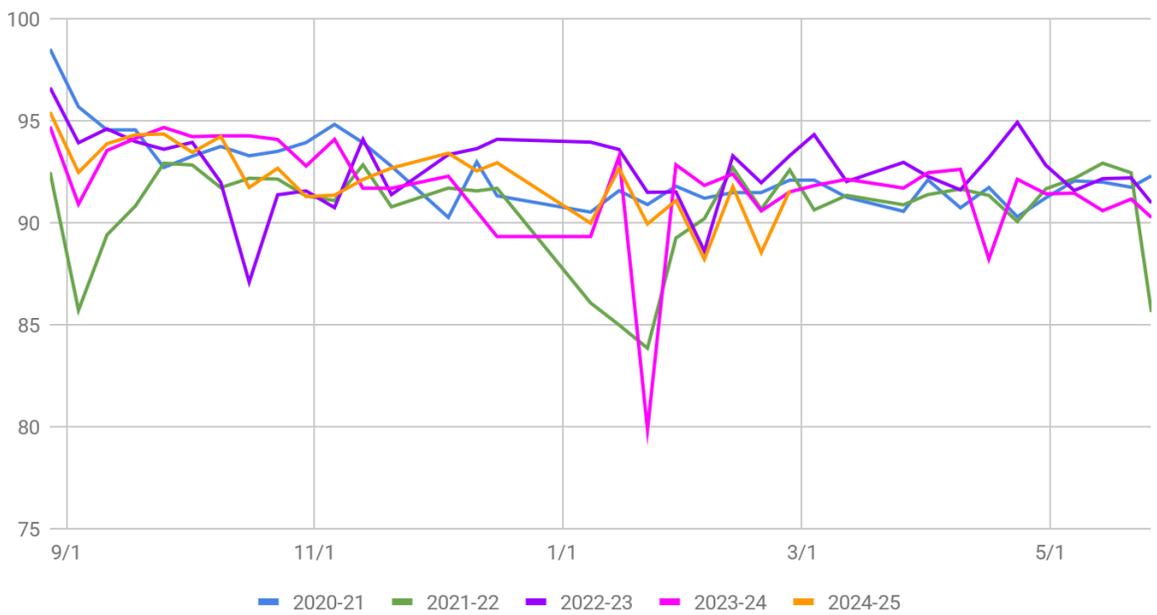


Average Daily Attendance (ADA)



ADA used during budget development: 2,276
 Average ADA through 2/27/25: 2,277 (up 1 from budget)

Attendance Percentage



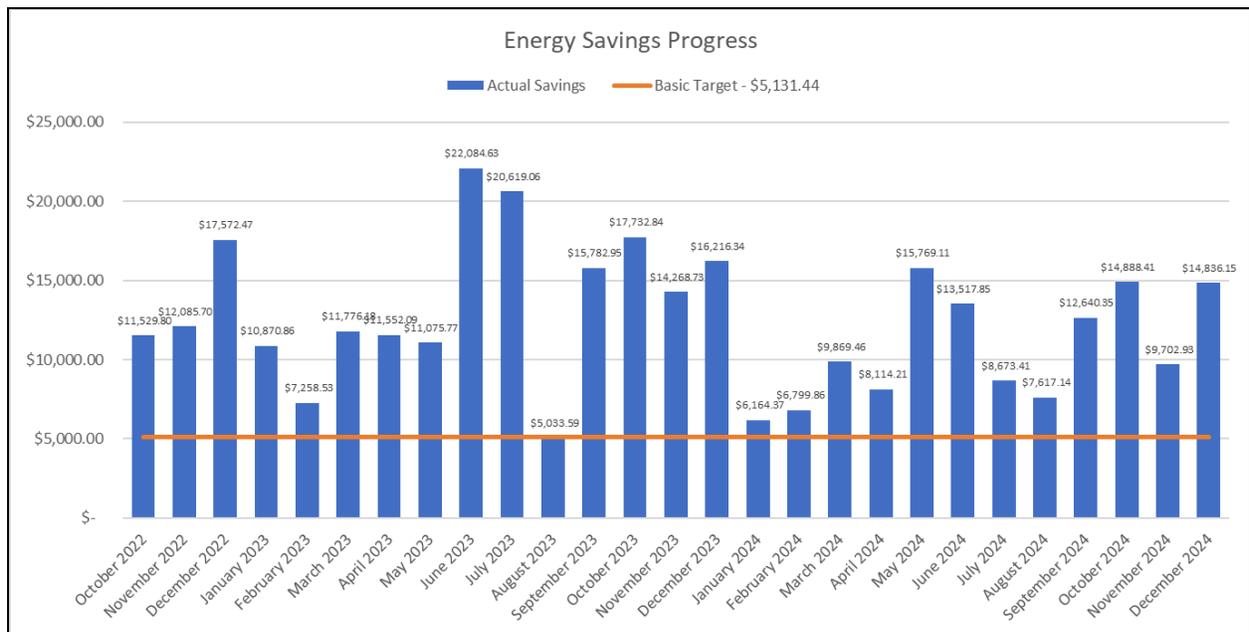
Average annual attendance percentage (through 2/27/25): 92.49%

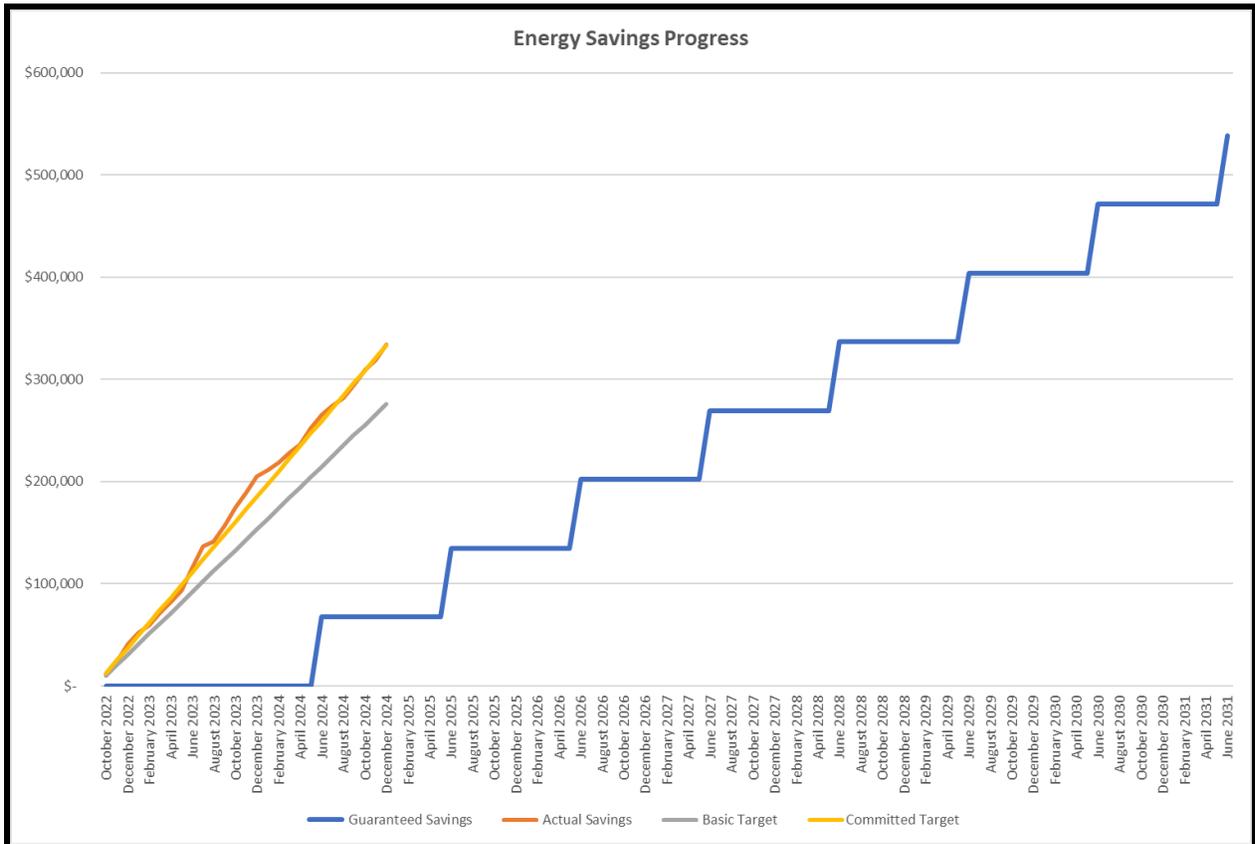
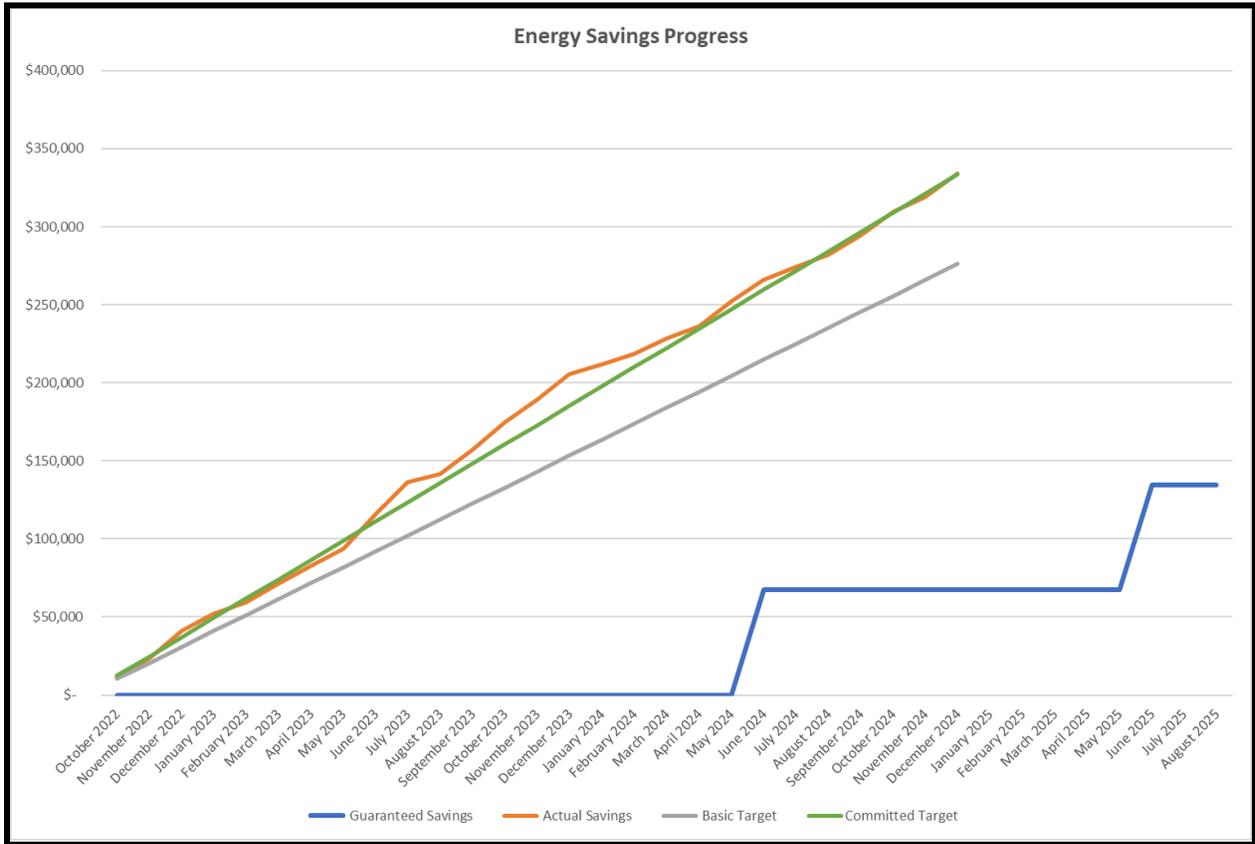
Energy Savings Update

All Buildings	Total
Jan	\$10,870.86
Feb	\$7,368.59
Mar	\$11,776.18
Apr	\$11,552.09
May	\$11,075.77
Jun	\$22,084.63
Jul	\$20,619.06
Aug	\$5,033.59
Sep	\$15,782.95
Oct	\$17,732.83
Nov	\$10,914.67
Dec	\$12,047.79
Jan	\$4,740.10
Feb	\$6,799.86
Mar	\$9,869.46
Apr	\$8,114.21
May	\$15,769.11
Jun	\$13,517.85
Jul	\$8,673.41
Aug	\$7,617.14
Sep	\$12,640.35
Oct	\$14,888.41
Nov	\$9,702.93
Dec	\$14,836.15
Total	\$325,215.96

Cumulative Savings Guarantee	
21 Months	\$ 67,350.13
33 Months	\$ 134,700.25
45 Months	\$ 202,050.38
57 Months	\$ 269,400.50
69 Months	\$ 336,750.63
81 Months	\$ 404,100.75
93 Months	\$ 471,450.88
105 Months	\$ 538,801.00

Basic Target: \$10,224.25/month | Committed Target: \$12,354.33/month
 Fee Target: \$5,131.44/month





Gonzales ISD
Unaudited/Preliminary Statement of Revenues, Expenditures, and Changes in Fund Balance
As of January 31, 2025

Percent of Fiscal Year Completed 42%
 Percent of 2024-25 School Year Completed 60%

	GENERAL FUND			CHILD NUTRITION FUND			DEBT SERVICE FUND		
	Current Budget	Actual To-Date	% of Budget Recd/Exp	Current Budget	Actual To-Date	% of Budget Recd/Exp	Current Budget	Actual To-Date	% of Budget Recd/Exp
REVENUES									
5700 Local Property Taxes	22,627,471.00	17,137,217.15	75.74%				4,086,373.00	3,090,976.46	75.64%
5700 Other Local Sources	1,261,884.00	493,765.54	39.13%	173,007.00	39,591.29	22.88%	100,000.00	24,296.16	24.30%
5800 State Revenues	6,171,362.00	5,431,916.36	88.02%	85,971.00	0.32	0.00%	95,484.00	95,531.00	100.05%
5900 Federal Sources	517,148.00	83,162.57	16.08%	1,927,127.00	987,469.50	51.24%			
TOTAL REVENUES	30,577,865.00	23,146,061.62	75.70%	2,186,105.00	1,027,061.11	46.98%	4,281,857.00	3,210,803.62	74.99%
EXPENDITURES									
0011 Instruction	16,286,197	5,514,939.33	33.86%						
0012 Instructional Resources & Media Services	367,458	121,591.54	33.09%						
0013 Curriculum & Staff Development	1,150,545	348,387.39	30.28%						
0021 Instructional Leadership	539,481	183,887.63	34.09%						
0023 School Leadership	2,207,598	673,936.62	30.53%						
0031 Guidance, Counseling, & Evaluation	1,063,942	276,036.14	25.94%						
0032 Social Work Services	155,013	56,095.79	36.19%						
0033 Health Services	449,601	119,746.03	26.63%						
0034 Student Transportation	1,650,431	618,832.33	37.50%						
0035 Food Service	15,119	0.00	0.00%	2,186,605.00	721,695.52	33.01%			
0036 Co-Curricular/Extra-Curricular Activities	1,306,618	497,295.89	38.06%						
0041 General Administration	2,056,540	1,048,391.86	50.98%						
0051 Plant Maintenance and Operations	4,418,528	2,020,829.97	45.74%						
0052 Security & Monitoring Services	1,015,281	374,378.46	36.87%						
0053 Data Processing Services	1,253,761	472,948.25	37.72%						
0061 Community Services	5,700	151.90	2.66%						
0071 Debt Services	793,849	403,405.56	50.82%				4,281,857.00	1,971,083.63	46.03%
0099 Other Intergovernmental Charges	580,305	274,600.17	47.32%						
TOTAL EXPENDITURES	35,315,967.00	13,005,454.86	36.83%	2,186,605.00	721,695.52	33.01%	4,281,857.00	1,971,083.63	46.03%
7915 Operational Transfer In				500.00	0.00	0.00%			
8911 Operational Transfer Out	500.00	0.00	0.00%						
NET ACTIVITY	(4,738,602.00)	10,140,606.76		0.00	305,365.59		0.00	1,239,719.99	

*Blended accounting method: Cash & accrual basis.
 *These numbers are subject to change until the final AFR is prepared and accepted/approved.

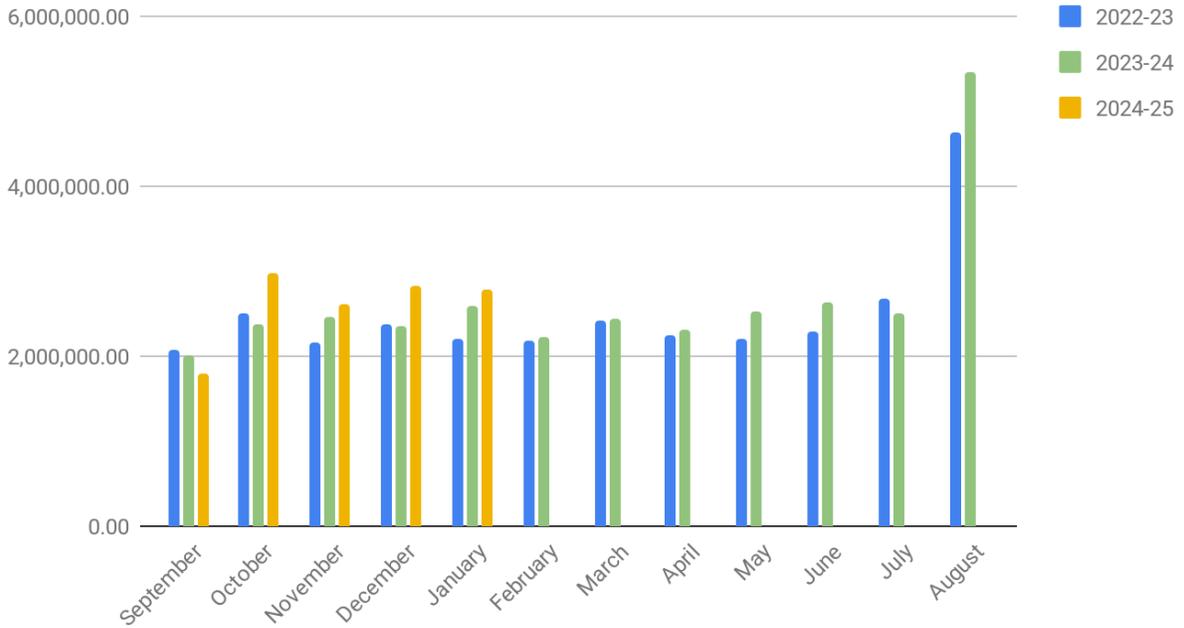
Gonzales ISD
Unaudited/Preliminary Statement of Revenues, Expenditures, and Changes in Fund Balance
As of January 31, 2025

CONSTRUCTION FUND			
	Current Budget	Actual To-Date	% of Budget Recd/Exp
REVENUES			
5700 Other Local Sources (Interest)	0.00	1,405,952.78	
TOTAL REVENUES	0.00	1,405,952.78	
EXPENDITURES			
0051 Plant Maintenance and Operations	504,010	17,000.00	3.37%
0081 Facilities Acquisition & Instruction	50,095,990	7,317,234.66	14.61%
TOTAL EXPENDITURES	50,600,000.00	7,334,234.66	14.49%
7911 Capital-Related Debt Issue	48,170,000.00	48,170,000.00	
7913 Capital Lease Proceeds			
7915 Operational Transfer In			
7916 Prem. or Disc. on Issuance of Bonds	2,430,000.00	2,430,000.00	100.00%
NET ACTIVITY	0.00	44,671,718.12	

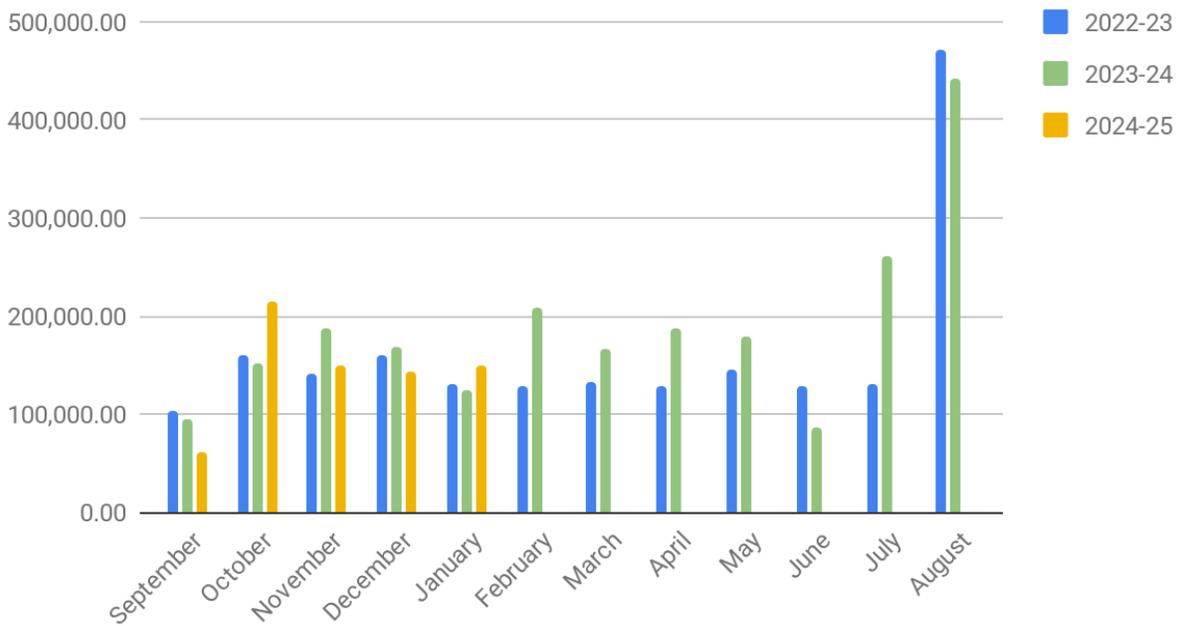
**Blended accounting method: Cash & accrual basis.*

**These numbers are subject to change until the final AFR is prepared and accepted/approved.*

Monthly Expenditure Level Comparison: General Fund



Monthly Expenditure Level Comparison: Food Service Fund



Crystal Cedillo, Tax Assessor-Collector

Monthly Statement of Ad Valorem Collections

January 2025

MONTHLY COLLECTIONS

CURRENT TAX	\$17,308,720.92	
PENALTY & INTEREST ON CURRENT	\$435.99	
PRIOR YEAR DELINQUENT TAXES	\$52,557.33	
PENALTY & INTEREST ON DELQ	\$17,532.78	
TOTAL COLLECTED	\$17,379,247.02	

FEES

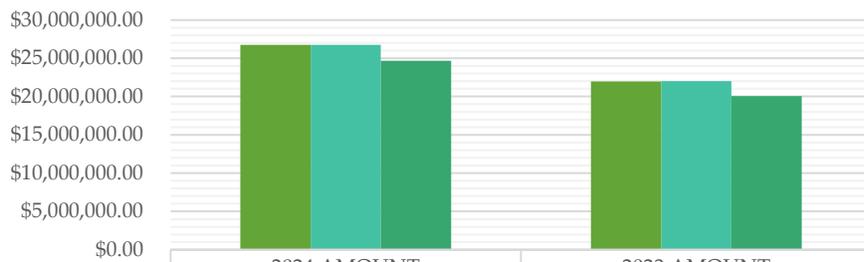
5% RENDITION PENALTY TO APPRAISAL DISTRICT	\$235.88	
1% COMMISSION TO GONZALES COUNTY	\$ 173,792.47	
BALANCE DUE GONZALES ISD	\$17,205,218.67	

	M&O	I&S
13-Jan	\$568,597.57	\$100,550.59
15-Jan	\$669,098.50	\$122,699.29
21-Jan	\$6,463,283.60	\$1,186,444.66
23-Jan	\$1,290,885.62	\$236,721.60
28-Jan	\$480,915.16	\$87,230.95
30-Jan	\$1,149,864.08	\$210,781.81
31-Jan	\$3,918,712.11	\$719,433.13
TOTAL DISBURSEMENTS	\$14,541,356.64	\$2,663,862.03

LEVY SUMMARY	2024 AMOUNT	2023 AMOUNT
ORIGINAL LEVY	\$26,756,725.65	\$ 21,975,165.38
ADJUSTED LEVY	\$26,727,397.70	\$ 22,000,084.85
YEAR TO DATE COLLECTIONS	\$24,677,874.40	\$ 20,066,677.46
% OF CURRENT ROLL COLLECTED	92.33%	91.21%
YTD DELINQUENT COLLECTIONS	\$186,487.94	\$ 140,829.80

2 Year Collection Comparison

■ ORIGINAL LEVY ■ ADJUSTED LEVY ■ YEAR TO DATE COLLECTIONS



	2024 AMOUNT	2023 AMOUNT
ORIGINAL LEVY	\$26,756,725.65	\$21,975,165.38
ADJUSTED LEVY	\$26,727,397.70	\$22,000,084.85
YEAR TO DATE COLLECTIONS	\$24,677,874.40	\$20,066,677.46

2025-26 Budget and Tax Rate Internal Planning Calendar
Gonzales Independent School District
For Board Members

Date	Activity
November 2024 - August 2025	Various Budget-Related Tasks Completed by Campus and District-Level Budget Managers
April 14, 2025	School Board Sets Dates for Budget Workshop and Adoption Meeting(s)
April 30, 2025	Chief appraisers prepare and certify the estimate of the taxable value of property in school district
May 12, 2025	2025-26 DIP Goals and Compensation Plan* Presented to School Board for Approval; Preliminary budget shared (assumptions, process, planning revenues)
July 25, 2025	Chief appraisers certify the approved appraisal roll.
August 1, 2025	District submits certified local property values to TEA
August 11, 2025	Notice of Public Hearing Published in Gonzales Inquirer; Proposed budget posted on District website simultaneously
August 12, 2025	Determine tax rates for publication
<i>August 18, 2025 (Tentative)</i>	Budget Workshop
August 20, 2025	By law, budget must be prepared by this date
<i>August 25, 2025 (Tentative)</i>	Budget & Tax Rate Adoption

**Date may change; Dependent upon TASB providing our pay study update to us*



GISD School Board Agenda Information Sheet
March 10, 2025

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REPORT ITEM

SUBJECT: 2023 Bond Program Monthly Update

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Acting Superintendent and Chief Financial Officer

RATIONAL SUMMARY: Education Service Center Region 13/ Sledge Engineering will provide the Board a monthly update for the 2023 approved Bond Program.

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a



LEARNING TODAY,
LEADING TOMORROW

GROWING GREATNESS

 ur Students.  ur Future.

*Gonzales ISD
2023 Bond*



*Monthly Board
Update
3/10/25*

Acronyms (for reference)



AIA	American Institute of Architects	CD	Construction Documents
CMR	Construction Manager at Risk	DD	Design Development
GMP	Guaranteed Maximum Price	ERRC	Emergency Responder Radio Coverage
ES	Elementary School	ESA	Environmental Site Assessment
FEMA	Federal Emergency Management Agency	Geo	Geotechnical Investigation
HS	High School	OPC	Opinion of Probable Cost
IC	Impervious Cover	P&Z	Planning & Zoning
LOMR	Letter of Map Revision	RFP	Request for Proposal
ETJ	Extra Territorial Jurisdiction	CBO	Certified Building Official
MS	Middle School	AHJ	Authority Having Jurisdiction
CTE	Career and Technical Education	SD	Schematic Design
PM	Program Management	OAC	Owner/Architect/Contractor
SW	Stormwater	Surv	Survey (Boundary and Topographic)
TCEQ	Texas Commission on Environmental Quality	R13	Region 13 Education Service Center
WPAP	Water Pollution Abatement Plan	TIA	Traffic Impact Analysis

Transparency

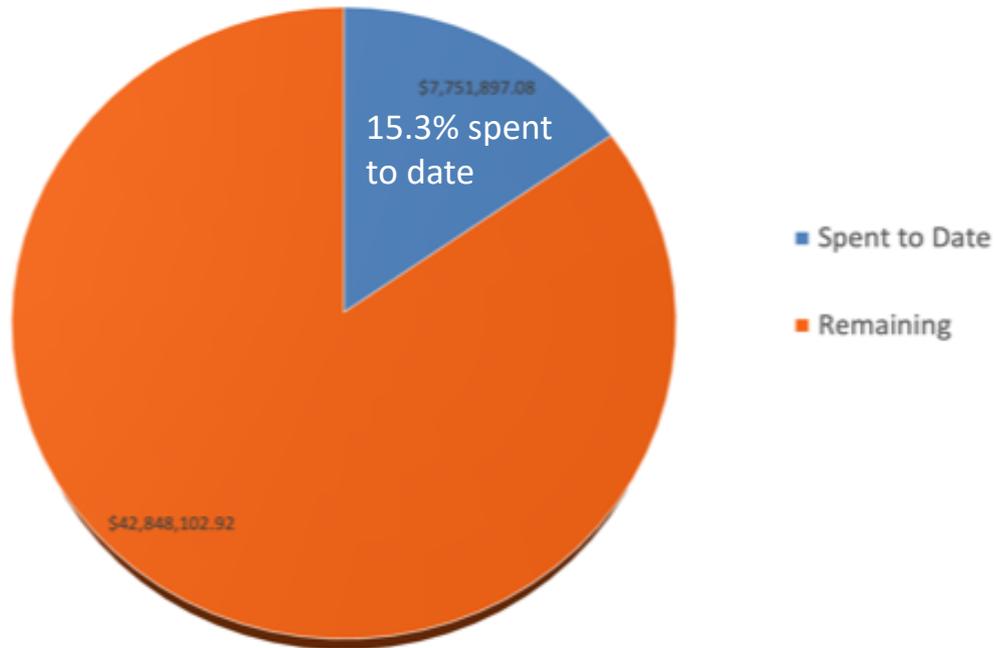


- Public Meetings to be held monthly prior to Board Meetings
- Public Dropbox Link
- Public Access to Program Management team for questions & discussion – contact on website

Program Accounting



Gonzales ISD
Bond Funds Spent to Date
Total Bond Budget = \$50,600,000



Bond Projects List



1. CTE/Ag Barn (New Site):

1. Infrastructure
2. New Career & Technology Education Campus (CTE)
3. Agricultural Barn

2. Maintenance Projects (campuses)

1. Gonzales Primary Academy (GPA)
2. Gonzales Elementary School (GES)
3. Gonzales Junior High School (JHS)
4. Gonzales North Avenue (GNA)
5. Gonzales High School (GHS)
6. East Avenue Campus/DAEP (EAC)
7. Operations, Maintenance, Transportation (OMT)

CTE / Ag Barn



1. Final Construction Documents presentation
2. GMP Award ~~April~~ this Agenda
3. County permitting underway for driveways and utility lines

Maintenance Projects Weaver & Jacobs



1. GMP#1: Safety/Security Package

1. Bidding March 2025
2. Board Award April 2025
3. Construction Summer 2025
4. Primarily Security Cameras this phase
 1. Doors / hardware moved to GMP#2 due to lead times

Maintenance Projects Weaver & Jacobs



1. GMP#2: Remodel Package

1. Doors / hardware / vestibules, remodels this package
2. Final plans complete in Summer 2025
3. Targeting Board August 2025
4. Construction to Fall 2026
5. ERRC Testing

Maintenance Projects

ISD Direct



Roofing:

1. Final inspection walk this week
2. Tracking to finish \$250K under budget

HVAC:

1. HVAC North Ave

Playgrounds:

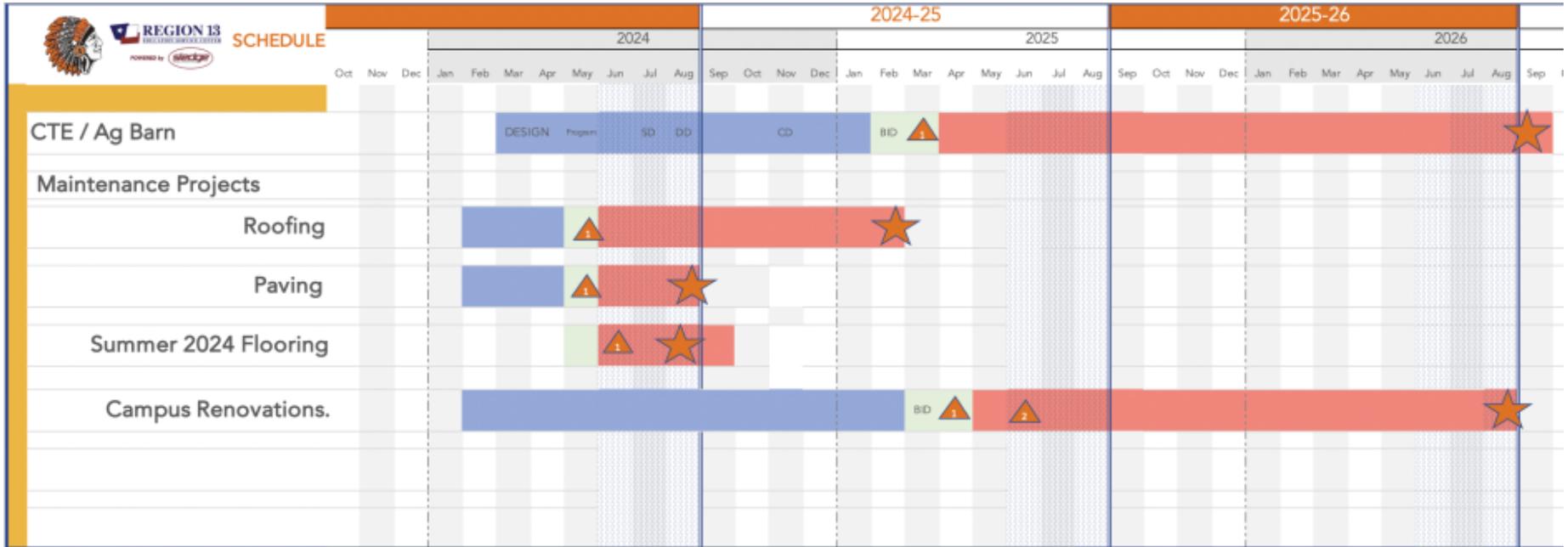
1. GNA & GES playground pricing underway
2. tracking Summer 2025

Bond Program Budget



 Gonzales ISD 2023 Bond Program BUDGET Delivery Method				CTE/Ag Barn		Maintenance							
				Primary		Elementary	Jr High	North Ave	High School	East Ave/DAEP	Ops, Maint, Transpo		
				CMR	CMR	CMR	CMR	CMR	CMR	CMR	CMR		
				CTE/Ag Barn <i>Infrastructure, 26,000sf CTE, Ag Barn w 10 int pens, 10 ext</i>	GPA <i>safety, security, accessibility, maintenance</i>	GES <i>safety, security, accessibility, maintenance</i>	JHS <i>safety, security, accessibility, maintenance</i>	GNA <i>safety, security, accessibility, maintenance</i>	GHS <i>safety, security, accessibility, maintenance</i>	EAC <i>safety, security, accessibility, maintenance</i>	OMT <i>safety, security, accessibility, maintenance</i>		
TOTAL BOND = \$ 50,600,000				3/3/25	CELLS UPDATED	\$ 23,380,030	\$ 979,132	\$ 2,268,858	\$ 2,864,000	\$ 3,440,990	\$ 10,887,213	\$ 4,898,231	\$ 2,201,259
ITEM	NOTES:		CURRENT BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
Total ISD Direct Costs			\$ 24,000	\$ 10,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Total Soft Costs			\$ 4,649,359	\$ 2,092,505	\$ 100,254	\$ 217,282	\$ 312,733	\$ 311,229	\$ 957,748	\$ 432,585	\$ 225,024		
Total Util/Testing Costs			\$ 790,004	\$ 241,929	\$ -	\$ 70,135	\$ 93,835	\$ 90,535	\$ 112,200	\$ 91,835	\$ 89,535		
Total Hard Costs(Non Construction)			\$ 3,624,253	\$ 1,512,000	\$ 212,253	\$ 310,000	\$ 305,000	\$ 505,000	\$ 525,000	\$ 235,000	\$ 20,000		
Total Construction Cost:			\$ 41,832,098	\$ 19,523,596	\$ 664,625	\$ 1,669,442	\$ 2,150,432	\$ 2,532,226	\$ 9,290,265	\$ 4,136,812	\$ 1,864,700		
TOTAL COSTS:			\$ 50,919,715	\$ 23,380,030	\$ 979,132	\$ 2,268,858	\$ 2,864,000	\$ 3,440,990	\$ 10,887,213	\$ 4,898,231	\$ 2,201,259		
Total Project Costs				\$ 50,919,715									
PROJECT FUNDING:													
	2023 Bond:		\$ 50,600,000										
	Interest Utilized		\$ 800,000										
	Donated Funds		\$ -										
	Operating Funds		\$ -										
	Total Funding:		\$ 51,400,000										
	Balance:		\$ 480,285										

Bond Program Schedule



QUESTIONS?



GROWING GREATNESS

Our Students. Our Future.





February 10, 2025

CTE & Ag Barn Update

GONZALES INDEPENDENT SCHOOL DISTRICT



Process

VVLK



| Timeline and Milestones

- VLK Curation
- Programming
- Schematic Design
- Design Development
- Construction Documents

March 19th 2024

April 10th, 2024

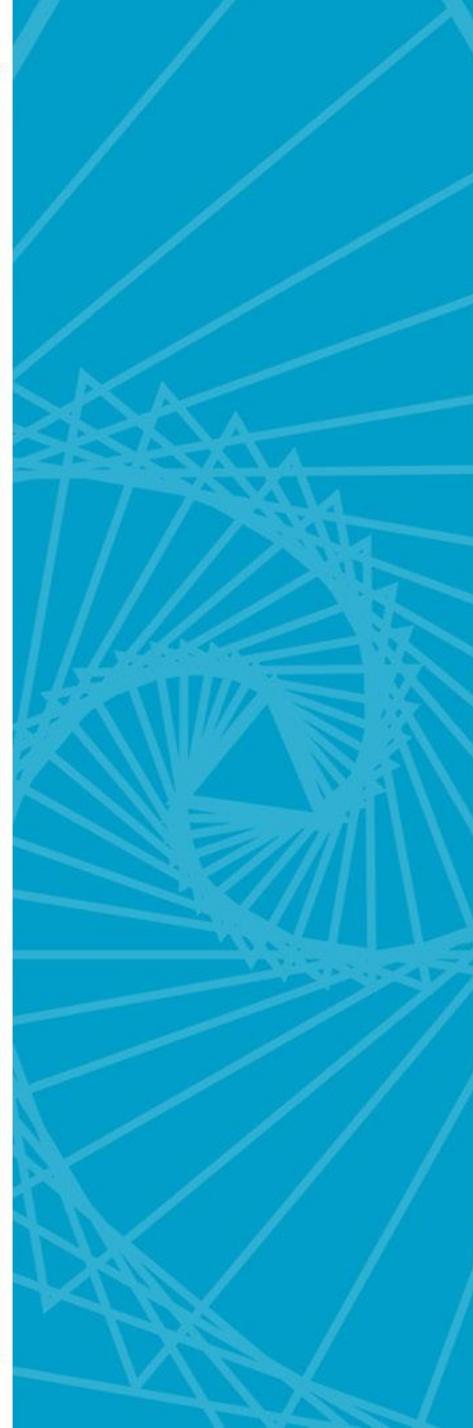
July 22nd, 2024

October 14th, 2024

January 20th, 2025

Design

VVLK



OVERALL SITE PLAN

SITE LEGEND

- 1 CTE Building
- 2 Ag Barn
- 3 Main Entry
- 4 Parking
- 5 Bus Drop
- 6 Security Fencing
- 7 Vehicular Gate

COLOR LEGEND

- Tech Lab
- Classrooms
- Administration

SEYDLER STREET



FLOOR PLANS

CTE - Level 1

FLOOR PLAN LEGEND

- 1 Main Entry
- 2 Administration
- 3 Animal Care
- 4 Animal Science
- 5 Plant Science
- 6 Project Shop
- 7 Welding Classroom
- 8 Welding Lab
- 9 Auto Tech Classroom
- 10 Auto Tech Lab
- 11 Meat Science Classroom
- 12 Meat Processing
- 13 Culinary Classroom
- 14 Culinary Lab
- 15 Cosmetology Classroom
- 16 Cosmetology Lab
- 17 Service Yard
- 18 Greenhouse
- 19 Dog Run

COLOR LEGEND

- Tech Lab
- Classrooms
- Administration



FLOOR PLANS

CTE - Level 2

FLOOR PLAN LEGEND

- 1 Welding Storage Mezzanine
- 2 Auto Tech Storage Mezzanine
- 3 AV Lab
- 4 Health Careers Classroom
- 5 Health Career Training

COLOR LEGEND

- Tech Lab
- Classrooms
- Administration



FLOOR PLANS

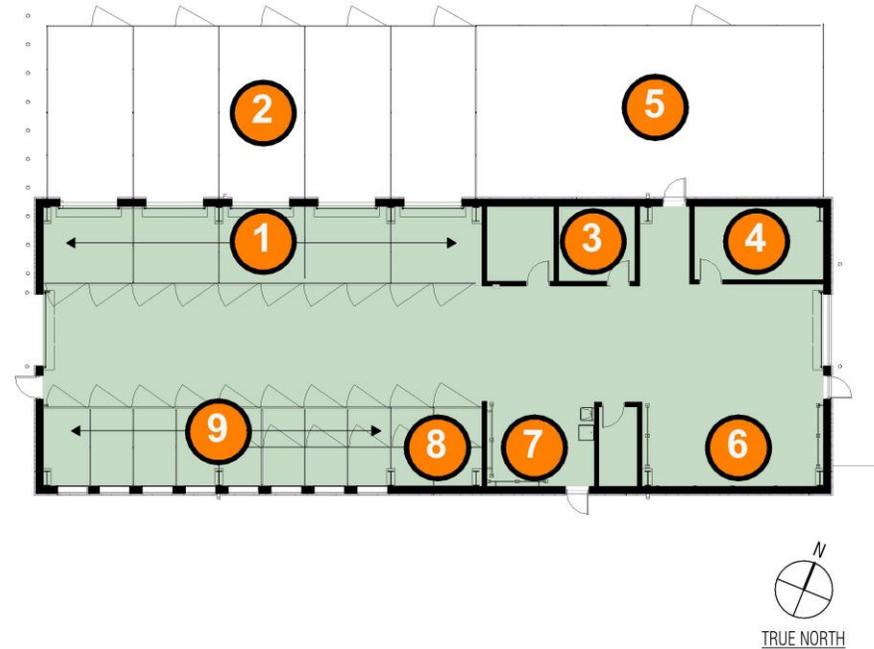
Ag Barn – Level 1

FLOOR PLAN LEGEND

- 1 Cattle Pens
- 2 Cattle Yard
- 3 General Storage
- 4 Feed Storage
- 5 Lamb/Goat Run
- 6 Large Wash Area
- 7 Grooming Area
- 8 Small Wash Area
- 9 Small Animal Pens

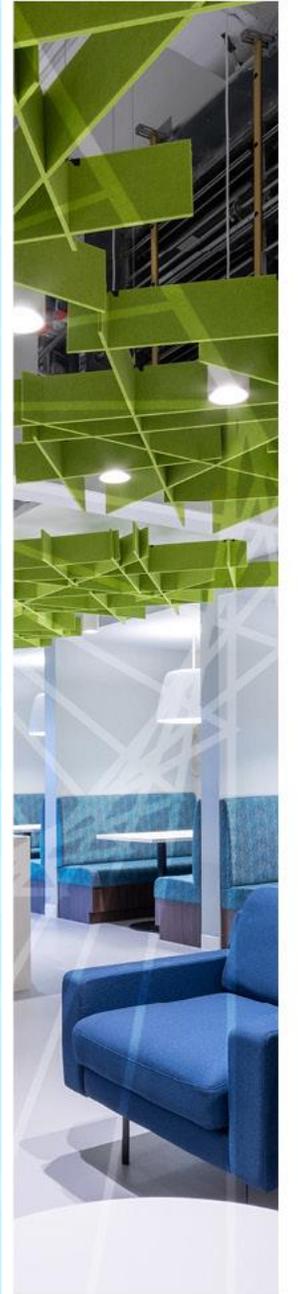
COLOR LEGEND

- Tech Lab
- Classrooms
- Administration



Renderings

VVLK



| Main Entry – Looking North



| Bus Drop – Looking East



| Service Yard – Looking South



| Ag Barn – Looking North



| Ag Barn – Looking East



THANK YOU

VVLK





Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Naomi Brown

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
March 10, 2025

REPORT ITEM

SUBJECT: Superintendent's Report

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Acting Superintendent and Chief Financial Officer

RATIONAL SUMMARY: The acting superintendent will provide a monthly update.

SUPERINTENDENT'S RECOMMENDATION: N/A

SAMPLE MOTION: N/A



LEARNING TODAY,
LEADING TOMORROW



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Vice President
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Naomi Brown
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Ashley Molina
Gloria Torres

GISD School Board Agenda Information Sheet
March 10, 2025

INFORMATION ITEM

SUBJECT: Board Business

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Acting Superintendent and Chief Financial Officer

AUTHORITY FOR THIS ACTION: GISD School Board Policy BF (Local)

RATIONAL SUMMARY: Information provided through the Board Business section of the agenda aimed at keeping trustees informed of routine correspondence.

***Added Items**

March 17-21	Spring Break
March 24	Staff Development/Student Holiday
April 1	Kingsville & Texas State Job Fairs
April 4	Special Rodeo at JB Wells
April 14	Regular Board Meeting
April 21	1 st day of Early Voting for the May election
May 1	FFA Banquet
May 2	Senior Decision Day
May 5	Military Signing Day; Top 10% Banquet



LEARNING TODAY,
LEADING TOMORROW