VIRGINIA: At a regular meeting of the Tazewell County School Board held at the Student Center of the Tazewell County Career and Technical Center on September 8, 2025 at 5:00 p.m.

PRESENT: Irene Mullins, School Board Chair
Erik Robinson, School Board Vice-Chair
Chris Moir, Board Member
David Woodard, Board Member
Dr. Chris Stacy, Division Superintendent
Deidra Hill, Deputy Superintendent
Vicki Bailey, Clerk

ABSENT: Donna Whittington, Board Member

Chair Mullins called the meeting to order at 5:06 p.m.

Unscheduled Agenda Items

Vice-Chair Robinson made a motion to add "approval of quote for school bus engine replacement" as letter H under new business and "approval of quote to replace the rooftop heating unit for the cafeteria at Graham Intermediate School" as letter I under new business. Mr. Woodard seconded the motion, and the Board approved 4-0.

Approval of Agenda

Vice-Chair Robinson made a motion to approve the agenda as amended. Mr. Woodard seconded the motion, and the Board approved 4-0.

Closed Session

Pursuant to section 2.2-3711 of the Code of Virginia, a motion was made by Vice-Chair Robinson seconded by Mrs. Moir, and passed 4-0 to convene to a closed session for the purpose of discussing the following specific matters:

> **Personnel** – Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of employees as authorized by Section 2.2-3711 A 1 of the Code of Virginia.
> **Contracts** – Discussion of the award of a public contract involving the expenditure of public funds as authorized by Section 2.2-3711 A 29 of the Code of Virginia.
> **Legal** - Consultation with legal counsel and briefings by staff members or consultants or attorneys, pertaining to actual or probable litigation, or other specific legal matters requiring the provision of legal advice by counsel as authorized by § 2.2-3711 A 7 of the Code of Virginia.
> **Property** – Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property as authorized by Section 2.2-3711 A 3 of the Code of Virginia.
> **Students** – Discussion or consideration of admission or disciplinary matters concerning students as authorized by Section 2.2-3711 A 2 of the Code of Virginia.

Regular Session

The Board returned to open session. Chair Mullins called the open session portion of the meeting to order at 6:30 p.m.

Certification from Closed Session

In accordance with the Freedom of Information Act, a roll call vote was taken in which all members affirmed that only public business matters lawfully exempted from open meetings, as identified in the motion for closed session, were heard, discussed, or considered by the Board.

Moment of Silence and Pledge of Allegiance

Chair Mullins called for a moment of silence. Vice-Chair Robinson led the Pledge of Allegiance.

Consent Agenda and Motions from Closed Session

Vice-Chair Robinson made a motion to approve items A, B and C of the consent agenda. Mrs. Moir seconded the motion, and the Board approved 4-0.

Vice-Chair Robinson made a motion to approve the religious exemption requests. Mr. Woodard seconded the motion and the Board approved 4-0.

Vice-Chair Robinson made a motion to approve the religious exemption requests. Mrs. Moir seconded the motion and the Board approved 4-0.

Recognitions and Instructional Focus

A. Graham High School Recognitions, ***Joanne Young, Principal, Graham High School***

- **Dalton Robinson and Sophia Robinson – Boys and Girls State**
- **Sophia Robinson – Virginia 4H Southwest District Ambassador**

Mrs. Young recognized Dalton and Sophia Robinson for attending Boys and Girls State, where they witnessed citizenship in action and gained invaluable insight. Mrs. Young also recognized Sophia Robinson for the remarkable honor of being named the Virginia 4H Southwest District Ambassador. Mrs. Young told Board members that Sophia was the first student from Tazewell County Public Schools to receive that honor.

B. Michelle Fox, Agriculture in the Classroom (AITC) Board of Directors, ***Heather Larimer, Principal, Tazewell Middle School***

Mrs. Larimer recognized Michelle Fox, teacher at Tazewell Middle School, for recently being named to the Agriculture in the Classroom (AITC) Board of Directors. She told Board members that Ms. Fox served as the state chair of the Virginia Farm Bureau Young Farmers Committee from 2022-2024 and was an active member of the Tazewell Farm Bureau. Mrs. Larimer told Board members that Mrs. Fox was also an outstanding math teacher.

C. Recognition of First Responders at Richlands High School, ***Rickie Vencill, Principal, Richlands High School***

Mr. Vencill recognized the first responders who gave outstanding service to a student who recently collapsed during the school day. He told Board members that the fast response from the first responders saved the life of this student. The first responders were: Derick Smith, Chris Hale, Melissa Addison, Brithany Ferrell, Kelly Goodman, Brittany Richardson, Amy Davis, Gretchen Cline, Lorie Clifton, Clinton Vanover, Robert Parker, Adam Davis, Ronnie Davis, Tamara Wilson, Ronnie Sparks, Jon Brown and Mason Turner.

D. Update on Accreditation Results, ***Chandra Ashby, Supervisor of Testing*** **(SEE ATTACHED)**

Mrs. Ashby shared several testing updates with Board members. She advised the Board that some state reports had not been sent out yet, but she hoped to have a testing binder for them next month.

Hearing of Citizens

None

Hearing of Employees

None

Unfinished Business

A. VSBA July 2025 Policy Updates, second read, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)

Dr. Stacy asked Board members for a second read approval of the VSBA July 2025 Policy updates.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the VSBA July 2025 Policy updates as a second read. Mr. Woodard seconded the motion, and the Board approved 4-0.

New Business

A. Ratification of Poll Vote, *Irene Mullins, School Board Chair*

Board members were polled on August 21, 2025 for personnel (unanimously approved). Chair Mullins asked Board members to ratify this poll vote.

Vice-Chair Robinson made a motion that the Tazewell County School Board ratify the poll vote of August 21, 2025. Mrs. Moir seconded the motion, and the Board approved 4-0.

B. Amendment to Procedure Allowing Non-CDL Drivers to Drive the Small Activity Buses, *Marcella Keene, Manager of Transportation* (SEE ATTACHED)

At the August 11, 2025 School Board meeting, Board members gave approval to allow non-CDL drivers to drive the small activity buses. At that meeting, Mr. Woodard requested this be amended stating drivers would no longer be allowed to drive after one at-fault accident.

Ms. Keene asked Board members for approval of the added language regarding training hours for non-CDL drivers and the language indicating drivers would be disqualified to drive the small activity buses after one at-fault accident (amendments shown in red underline).

Mr. Woodard asked who the school division considered approved volunteer coaches. Dr. Stacy indicated approved volunteer coaches were those who were approved by the School Board as volunteer coaches on the personnel lists.

After a brief discussion, Vice-Chair Robinson made a motion that the Tazewell County School Board approve the amendments to the procedure allowing non-CDL drivers to drive the small activity buses. Mr. Woodard seconded the motion, and the Board approved 4-0.

C. Approval of the Standards of Quality (SOQ) Report, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)

Dr. Stacy asked Board members for approval of the SOQ Report. The SOQ Report verifies full compliance with all of the standards related to the requirements of the Code of Virginia § 22.1-253.13:1 and other miscellaneous reporting requirements.

Vice-Chair Robinson made a motion that the Tazewell County School Board certify that the school division is in full compliance with all of the Standards of Quality for Public Schools in Virginia and that the information reported in the non-standards module of the report is accurate. Mrs. Moir seconded the motion, and the Board approved 4-0.

D. Approval of Proposal for Thompson & Litton to provide Professional Engineering Services to Tazewell County Public Schools for Tazewell High School Gymnasium Wall Repair, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)

Dr. Stacy asked Board members to approve the proposal from Thompson and Litton to provide structural design services to evaluate and reinforce existing unreinforced walls at the Tazewell High School Gymnasium to minimize cracking and strengthen wall performance, contingent upon approval by the Board of Supervisors to pay with sequestered funds. He stated this proposal was to select Thompson & Litton to address the engineering portion of the project, and he advised the construction company would be hired by Thompson & Litton.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the proposal from Thompson & Litton for engineering services regarding the Tazewell High School Gymnasium wall for a lump sum fee of $74,950.00, contingent upon approval by the Board of Supervisors to pay with sequestered funds. Mr. Woodard seconded the motion, and the Board approved 4-0.

E. Approval of Proposal for Thompson & Litton to provide Professional Engineering Services to Tazewell County Public Schools for Bathroom Renovations at the High Schools, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)

Dr. Stacy asked Board members for approval of the proposal from Thompson & Litton to provide architectural, mechanical (HVAC and plumbing), electrical, and structural plans for the renovation of several existing restrooms at Graham High School, Richlands High School and Tazewell High School to create single-use restrooms and provide bidding assistance and construction contract administration services, contingent upon approval by the Board of Supervisors to pay with sequestered funds. He advised the cost of this would be $126,500.00. This request was to select Thompson & Litton for the engineering services. The construction company would be hired by Thompson & Litton.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the proposal from Thompson & Litton to provide architectural, mechanical, electrical, and structural plans for the renovation of several existing restrooms at Graham High School, Richlands High School and Tazewell High School for a lump sum fee of $126,500.00, contingent upon approval by the Board of Supervisors to pay with sequestered funds. Mrs. Moir seconded the motion, and the Board approved 4-0.

F. Approval of Quote for Boiler Replacement at Tazewell Middle School, *Eugene Parkhurst, Buildings and Grounds Manager* (SEE ATTACHED)

Mr. Parkhurst asked Board members for approval of the emergency quote from Trane in the amount of $1,317,650.00 to install two new propane boilers at Tazewell Middle School. Dr. Stacy said this would be contingent upon approval by the Board of Supervisors to pay with sequestered funds.

Mr. Woodard questioned if the school division would pay for this work and then request reimbursement from the Board of Supervisors, since the Board of Supervisors decreased the school division's maintenance and capital outlay budget from $3,000,000 to $1,500,000. Dr. Stacy stated based on a conversation with the county administrator, the invoice would be paid by the Board of Supervisors.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the emergency quote from Trane for boiler replacement at Tazewell Middle School in the amount of $1,317,650.00, contingent upon approval by the Board of Supervisors to pay with sequestered funds. Mr. Woodard seconded the motion, and the Board approved 4-0.

G. Clear Bag and Umbrella Procedure Discussion, *Erik Robinson, School Board Vice-Chair and David Woodard, School Board Member* (SEE ATTACHED)

Mr. Woodard opened a discussion regarding the umbrella procedure for Tazewell County Public Schools. He stated he agreed with not using umbrellas in the stands/bleachers, but was not sure it was an issue for those not sitting in the stands/bleachers. Mr. Woodard advised School Board members that he had received several complaints regarding the ban on umbrellas from citizens who had attended the Graham High School game at the new field. He indicated most complaints were from legally handicapped individuals, who could not sit in the stands, but sat or stood away from the stands.

Vice-Chair Robinson stated spectators using umbrellas away from the crowds might be okay, but he was not sure how that could be enforced. Chair Mullins suggested everyone use ponchos. Mrs. Moir advised this would be a major problem to enforce. She indicated umbrellas were not allowed at college and professional sporting events. Mrs. Moir said the school division needed to be consistent with enforcing this at all schools. Mr. Robinson agreed that this procedure needed to be the same for all schools.

The School Board did not make any changes to this procedure.

H. Approval of Quote for School Bus Engine Replacement, *Marcella Keene, Manager of Transportation* (SEE ATTACHED)

Ms. Keene advised the Transportation Department had one bus currently down with motor issues. She asked Board members for approval of the quote from Sonny Merryman (sole source) to replace the engine in a 2020 school bus in the amount of $41,158.05. She told Board members that cylinder one of the motor was scored, and while there was a less expensive fix for that problem than a new motor, the company advised the less expensive fix could last one day or several years. Ms. Keene stated a new motor would have a warranty of five years or 100,000 miles.

Mr. Woodard asked if there was a guarantee that the rest of the bus would last that long, and Ms. Keene stated she was hopeful it would because she had much older buses than this one still on the road. Chair Mullins questioned if the rest of the bus was in good shape. Ms. Keene confirmed the rest of the bus was in good shape. Mr. Woodard asked how many miles were on the bus, and Ms. Keene advised the bus had approximately 72,000 miles. Mr. Woodard asked the cost of a new bus today, and Ms. Keene advised the cost would be around $144,000.00. Mr. Woodard asked how much the transmission cost, and Ms. Keene stated she did not know the cost. Mr. Woodard advised he was not sold on replacing the motor on a bus five to six years old.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the quote from Sonny Merryman in the amount of $41,158.05 to replace a school bus engine. Mrs. Moir seconded the motion. The Board approved the motion 3-1, with Mr. Woodard voting no.

I. Approval of Quote to replace the Rooftop Heating Unit for the Cafeteria at Graham Intermediate School, *Eugene Parkhurst, Manager of Buildings and Grounds* (SEE ATTACHED)

Mr. Parkhurst asked Board members for approval of the quote from Trane to replace the rooftop heating unit for the cafeteria at Graham Intermediate School in the amount of $65,755.00. He advised this was an emergency request as this was the only source of heat for the cafeteria.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the quote from Trane in the amount of $65,755.00 to replace the rooftop heating unit at Graham Intermediate School. Mr. Woodard seconded the motion, and the Board approved 4-0.

Mr. Woodard stated while this needed to be done quickly, he would like to request the funding for this from the sequestered funds. He advised this purchase could not be contingent upon receiving those funds, but wanted to make that request to the Board of Supervisors.

Superintendent's Report

A. Transportation Update, *Marcella Keene, Manager of Transportation* (SEE ATTACHED)

Ms. Keene shared a presentation with various transportation updates. Mr. Woodard asked how many miles buses traveled on regular routes per year, and Ms. Keene advised regular routes totaled 1.1 million miles last year. Chair Mullins asked if all routes had drivers, and Ms. Keene stated three additional drivers were still needed.

B. School Nutrition Update, *Tim Jessee, Manager of Food Services*

Mr. Jessee shared various updates with Board members, some of which included:

- Community Eligibility Program (CEP) participation would continue for the 2025-2026 school year, which meant all students would continue receiving no cost breakfast and lunch meals.
- A Federal feview was conducted on site the week of May 5-9, 2025. The report stated there were no critical findings and that the schools and Central Office were well organized and provided valuable services for students.

C. Superintendent's Update, *Dr. Chris Stacy, Division Superintendent*

Dr. Stacy stated September 8th was the 15th day of school. He shared that the enrollment numbers as of the end of August were 4,950 (K-12) and Pre-K enrollment was 122. Dr. Stacy told Board members this school year was off to a smooth start, and he attributed that to all of the school administrators.

Board Member Comments

Mr. Woodard stated he did not disagree with Dr. Stacy about the school year starting smooth, but he knew all schools faced challenges and he was proud of how school administrators and staff handled those challenges. Mr. Woodard said he was impressed with Sophia and Dalton Robinson. He expressed thankfulness to the first responder team at Richlands High School.

Mrs. Whittington - absent

Mrs. Moir agreed with Mr. Woodard's comments. She stated the first responders were true heroes. Mrs. Moir said the SOL scores were not as good as last year, but reminded everyone that last year was a rough year. She expressed thanks to Mrs. Ashby for her work with testing. Mrs. Moir agreed that this school year was going great. She thanked the administrators and staff for that and for always lifting the students up.

Vice-Chair Robinson echoed the comments of fellow Board members. He expressed appreciation to the administrators for the many different situations they face each day and for the way they handle each one. Mr. Robinson stated their training and experience allowed administrators to remain cool under pressure. Vice-Chair Robinson stated it was because of that training and experience that the Richlands High School student's life was saved. Mr. Robinson thanked the first responders at Richlands High School.

Chair Mullins agreed with all the comments made by Board members. She said she greatly appreciated the Richlands High School first responders for their actions in saving the student's life. Mrs. Mullins said school division staff members constantly prepare for emergency situations thinking there will never be a time to use that training, but the emergency with the Richlands High School student showed that all of the required training was truly worth it. Mrs. Mullins thanked the administrators for all they do each day for students.

Vice-Chair Robinsons made a motion to adjourn at 7:19 p.m. Mrs. Moir seconded the motion, and the Board approved 4-0.

Approved by the School Board: October 13, 2025

The official signed minutes are filed with the Clerk at the Tazewell County School Board Office, 506 Jeffersonville Street, Tazewell, Virginia 24651.

PURCHASING PROCEDURES

All procurements made by the school division are in accordance with the Virginia Public Procurement Act.

Certification Regarding Certain Offenses

As a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the School Board requires the contractor to provide certification of whether any individual who will provide such services has been convicted of any violent felony or crime of moral turpitude set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

This requirement does not apply to a contractor or employees of the contractor providing services to the school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or employees of the contractor will have no direct contact with students.

Award of Contracts When Individuals Who Will Provide Services Have Been Convicted of Certain Crimes

The School Board will not award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any violent felony or crime of moral turpitude set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.

The School Board may award a contract for the provision of services to an individual who was convicted of a violent felony or crime of moral turpitude if the following conditions are met in accordance with subsection F(2) of Va. Code § 22.1-296.1, specifically that:

(1) such felony conviction does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;

(2) such individual:
    (a) has had their civil rights restored by the Governor,

(b) has completed all terms of supervision and has been released from supervision for more than 20 years,
(c) is, in the opinion of the School Board, of upstanding character, and
(d) has demonstrated commitment to public or community service and rehabilitation after completing all terms of supervision; and

(3) the School Board certifies in writing that such an individual meets the requirements set forth above.

The School Board may award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, the Governor has restored the individual's civil rights.

Unauthorized Aliens

The School Board provides in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Use of Forced and Indentured Child Labor by Contract Prohibited

The School Board includes in every contract for goods and services that exceeds $10,000, provisions that:

1. The use of forced or indentured child labor, as defined in ~~as its definition in~~ Va. Code §~~ 2.2-4311.3(A)~~ 2.2-4311.4(A), in the performance of the contract is prohibited; and

2. The contractor will include a prohibition on the use of forced or indentured child labor in the performance of the contract in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this policy, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Discrimination by Contractor Prohibited

The School Board includes the following provisions in every contract of more than $10,000:

1. During the performance of this contract, the contractor agrees as follows:

    a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

Contracts for Information Technology Goods and Services – State Law Contract Terms

As used in this policy, "information technology goods and services" means communications, telecommunications, automated data processing, applications, databases, data networks, management information systems, and other related goods and services.

The terms or provisions in any contract with the school board for the acquisition of information technology goods or services should not conflict with Virginia law. If such contract has terms and provisions that conflict with Virginia law, those terms and provisions shall not be valid or enforceable to the extent of such conflict; however, the contract otherwise remains enforceable.

Choice of Law. Any term or provision in a contract for the acquisition of information technology goods or services shall be void and deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contract's

choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth, if such contract term or provision:

- makes the public contract subject to, governed by, or interpreted under the laws of another state or country or
- requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-4311, 2.2-4311.1, 2.2-4311.3, 2.2-4311.4, 22.1-296.1.

Cross Refs.:

GCDA	Effect of Criminal Conviction
IGBGA	Online Courses and Virtual School Programs
IIAA	Textbook Selection, Adoption and Purchase
KN	Sex Offender and Crimes Against Minors Registry Information

STUDENT CONDUCT

Generally

The BLANK School Board establishes expectations for student conduct so that public education is conducted in an atmosphere free of disruption and threat to persons or property and supportive of individual rights.

In addition to the types of conduct prohibited below, the superintendent issues Standards of Student Conduct and a list of possible actions for violations of those Standards.

This Policy and the Standards of Student Conduct apply to all BLANK school students. They are enforced when the student's conduct occurs when the student is:

- On school property.
- Traveling to school or from school.
- Traveling to, at, and from bus stops.
- In School Board vehicles.
- In attendance at any school-sponsored activity.
- Off school property if the conduct disrupts the learning environment.

The School Board and superintendent biennially review the model student conduct code developed by the Virginia Board of Education to incorporate into policy and the Standards of Student Conduct a range of discipline options and alternatives to preserve a safe and non-disruptive environment for effective learning and teaching.

Parental Involvement and Responsibility

Each parent of a student enrolled in BLANK schools has a duty to assist in enforcing this policy, the Standards of Student Conduct and compulsory school attendance in order that education may be conducted in an atmosphere free of disruption and threat to persons or property and supportive of individual rights. This policy, the Standards of Student Conduct, a notice of the requirements of Va. Code § 22.1-279.3, and a copy of the compulsory school attendance law is sent to all parents within one calendar month of the opening of schools simultaneously with any other materials customarily distributed at that time. A statement for the parent's signature acknowledging the receipt of this policy, the Standards of Student Conduct, the requirements of Va. Code § 22.1-279.3 and the compulsory school attendance law is also sent. Parents are notified that by signing the statement of receipt, they are not deemed to waive, but expressly reserve, their rights protected by the constitution or laws of the United States or Virginia. Each school maintains records of the signed statements.

The school principal may request the student's parent or parents, if both have legal and physical custody, to meet with the principal or principal's designee to review this policy, the Standards of Student Conduct and the parent's or parents' responsibility

to participate with the school in disciplining the student and maintaining order, to ensure the student's compliance with compulsory school attendance law and to discuss improvement of the child's behavior, school attendance and educational progress.

The school principal or principal's designee notifies the parents of any student who violates a School Board policy, the Standards of Student Conduct, or the compulsory school attendance requirements when such violation is likely to result in the student's suspension or the filing of a court petition, whether or not the school administration has imposed such disciplinary action or filed such a petition. The notice states (1) the date and particulars of the violation; (2) the obligation of the parent to take actions to assist the school in improving the student's behavior and ensuring compliance with compulsory school attendance; (3) that, if the student is suspended, the parent may be required to accompany the student to meet with school officials; and (4) that a petition with the juvenile and domestic relations district court may be filed under certain circumstances to declare the student a child in need of supervision.

The principal or principal's designee notifies the parent of any student involved in an incident required to be reported to the superintendent and Virginia Board of Education as described in Policy CLA Reporting Acts of Violence and Substance Abuse.[1]

If a parent fails to comply with the requirements of this Policy, the School Board may ask the Juvenile and Domestic Relations Court to proceed against the parent in accordance with the requirements of the Code of Virginia.

A parent, guardian or other person having control or charge of a student is notified in writing of any disciplinary action taken with regard to any incident upon which an adjudication of delinquency or conviction for an offense listed in Va. Code § 16.1-260.G was based and the reasons therefor. The parent or guardian is also notified of the parent or guardian's right to review, and to request an amendment of, the student's scholastic record, in accordance with regulations of the Board of Education governing the management of scholastic records.

Prevention, Intervention, and Treatment Activities and Programs

Any student involved in a reportable drug or violent incident, as described in Policy CLA Reporting Acts of Violence and Substance Abuse, participates in prevention and intervention activities deemed appropriate by the superintendent or superintendent's designee. Further, any student who has been found to be in possession of or under the influence of drugs or alcohol on school property or at a school sponsored activity may be required to (1) undergo evaluation for drug or alcohol

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FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] Policy CLE Reporting Acts of Violence and Substance Abuse is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on reporting such acts, if different.

abuse and (2) participate in a drug and/or alcohol treatment program if recommended by the evaluator and if the parent consents.

Prohibited Conduct

The following conduct is prohibited. Students engaging in such conduct are subject to disciplinary action.

Bullying and ~~Use of Electronic Means for Bullying~~ Cyberbullying

Bullying is prohibited. Cyberbullying, including cyberbullying incidents that may occur outside of school property but between students enrolled in the school division, is prohibited.

"Bullying" means any aggressive and unwanted behavior that is intended to harm, intimidate, or humiliate the victim; involves a real or perceived power imbalance between the aggressor or aggressors and victim; and is repeated over time or causes severe emotional trauma. "Bullying" includes cyber-bullying. "Bullying" does not include ordinary teasing, horseplay, argument or peer conflict.

"Cyberbullying" means bullying that occurs through the use of technology, including through cell phones and other electronic devices or technology capable of accessing the internet.

The principal or principal's designee notifies the parent of any student involved in an alleged incident of bullying within 24 hours of learning of the allegation of bullying.

Any student who is a victim of cyberbullying or a witness to an instance of cyberbullying will be provided protections designed to ensure that such student is not deterred from reporting or seeking support for fear of retaliation, social alienation or rejection, or other negative treatment.

Any student who is a victim of cyberbullying is provided with a list of support services and resources available through the student's school relating to reporting and seeking support after experiencing cyberbullying.

Gang Activity

Gang activity, as defined in Policy JFCE Gang Activity or Association, is prohibited.[2]

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[2] Policy JFCE Gang Activity or Association is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on gang activity, if different.

Harassment

As provided in Policy JFHA/GBA Prohibition Against Harassment and Retaliation, students are prohibited from harassing other students, school staff, volunteers, student teachers or any other person present in school facilities or at school functions.[3]

Hazing

Hazing is prohibited.

Hazing means to recklessly or intentionally endanger the health or safety of a student or students or to inflict bodily harm on a student or students in connection with or for the purpose of initiation, admission into or affiliation with or as a condition for continued membership in a club, organization, association, fraternity, sorority, or student body regardless of whether the student or students so endangered or injured participated voluntarily in the relevant activity.

Intentional Injury of Others

Students are prohibited from intentionally injuring others.

Self-defense

Whether a student acted in self-defense is considered when the student's conduct is evaluated for disciplinary action.

Threats: Intimidation

Students are prohibited from making any verbal, written or physical threat of bodily injury to another person.

Trespassing

Students, including students who have been suspended or expelled, are subject to disciplinary action for trespassing on school property.

Use and/or Possession of Alcohol, Tobacco Products, Nicotine Vapor Products, Anabolic Steroids, and Other Drugs

[3] Policy JFHA/GBA Prohibition Against Harassment and Retaliation is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on prohibiting harassment and retaliation, if different.

Students are prohibited from possessing, using, or distributing any of the restricted substances listed below on school property, on school buses or during school activities, on or off school property.

Students are prohibited from attempting to possess, use, consume, procure and/or purchase, any of the restricted substances listed below or what is represented by or to the student to be any of the restricted substances listed below or what the student believes is any of the restricted substances listed below.

Students are prohibited from being under the influence of any of the restricted substances listed below, regardless of whether the student's condition amounts to legal intoxication.

Restricted substances include but are not limited to alcohol, tobacco products as defined in Policy JFCH Tobacco Products and Nicotine Vapor Products, nicotine vapor products as defined in Policy JFCH Tobacco Products and Nicotine Vapor Products, inhalant products, and other controlled substances defined in the Drug Control Act, Chapter 15.1 of Title 54 of the Code of Virginia, such as anabolic steroids, stimulants, depressants, hallucinogens, marijuana, imitation and look-alike drugs, drug paraphernalia and any prescription or non-prescription drug possessed in violation of School Board policy. [4]

In addition to any other consequences which may result, a student who is a member of a school athletic team will be ineligible for two school years to compete in interscholastic athletic competition if the school principal and the superintendent determine that the student used anabolic steroids during the training period immediately preceding or during the sport season of the athletic team, unless such steroid was prescribed by a licensed physician for a medical condition.

Use of Profane or Obscene Language and Conduct

Students are prohibited from using profane or obscene language or engaging in profane or obscene conduct.

Vandalism

Students are prohibited from vandalizing school property and the property of any School Board staff member or any other person.

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[4] Policy JFCH Tobacco Products and Nicotine Vapor Products is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on those products, if different.

The School Board may recover damages sustained because of the willful or malicious destruction or, or damage to, public property pursuant to Policy ECAB Vandalism.[5]

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 16.1-260, 18.2-56,18.2-308.1, 18.2-308.7, 22.1-23.3, 22.1-78, 22.1-200.1, 22.1-253.13:7; 22.1-254, 22.1-276.01, 22.1-276.3, 22.1-277, 22.1-277.08, 22.1-277.2, 22.1-279.1, 22.1-279.3, 22.1-279.3:1, 22.1-279.6, 22.1-288.2.

Cross Refs.:

CLA	Reporting Acts of Violence and Substance Abuse
EB	School Crisis, Emergency Management and Medical Emergency Response Plan
EBB	Threat Assessment Teams
ECAB	Vandalism
IIBEA/GAB	Acceptable Computer System Use
JECB (Option 1)	Admission of Nonpublic Students for Part-Time Enrollment
JFCC	Student Conduct on School Buses
JFCE	Gang Activity or Association
JFCF	Drugs in School
JFCM	Student Cell Phone and Smart Device Possession and Use
JFG	Search and Seizure
JFHA/GBA	Prohibition Against Harassment and Retaliation
JGA	Corporal Punishment
JGD/JGE	Student Suspension/Expulsion
JGDA	Disciplining Students with Disabilities
JGDB	Discipline of Students with Disabilities for Infliction of Serious Bodily Injury
JM	Restraint and Seclusion of Students
JN	Student Fees, Fines and Charges
JRCA	School Service Providers' Use of Student Personal Information
LBD	Home Instruction

[5] Policy ECAB Vandalism is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on those products, if different.

REQUESTS FOR PUBLIC RECORDS

BLANK School Board complies with the Virginia Freedom of Information Act (FOIA). Except as otherwise specifically provided by law, all public records are open to citizens of the Commonwealth, representatives of newspapers and magazines with circulation in the Commonwealth and representatives of radio and television stations broadcasting in or into the Commonwealth during the regular office hours of the custodian of such records. All requests for information are processed in accordance with KBA-R Requests for Public Records.

Penalties

Officers, employees, and members of the School Board who fail to provide public records as required by FOIA because they altered or destroyed the requested records with the intent to avoid the provisions of FOIA are subject to penalties in their individual capacity of up to $100 per record altered or destroyed.

FOIA Officer

The name(s) and contact information for the person(s) BLANK School Board has designated as its ~~Freedom of Information Act (FOIA)~~ FOIA Officer(s)[1] is listed in regulation KBA-R Requests for Public Records and posted at the School Board office and on the division's website. The FOIA Officer(s) serve(s) as a point of contact for members of the public in requesting public records and coordinate(s) the School Board's compliance with FOIA.

FOIA Officer Training

The FOIA Officer(s)~~officer(s)~~ receive(s) training at least once during each consecutive period of two calendar years beginning on the date on which the FOIA Officer last completed a training session by the School Board's legal counsel or the Virginia Freedom of Information Advisory Council (FOIA Council) or through an online course offered or approved by the FOIA Council. The FOIA Officer completes such training within a reasonable time period when first designated as the FOIA Officer and at least once during each consecutive period of two calendar years calculated from the date they last completed a training a session. Any School Board legal counsel who is also designated as the School Board's FOIA Officer must complete a training session or online course offered or approved by the FOIA Council.

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY

[1] Each school board must name one or more FOIA Officers. The name and contact information of the FOIA Officer(s) must be made available in a way reasonably calculated to provide notice to the public, including posting at the school board office, posting on the school board's website or including the information in school board publications.

Adopted:

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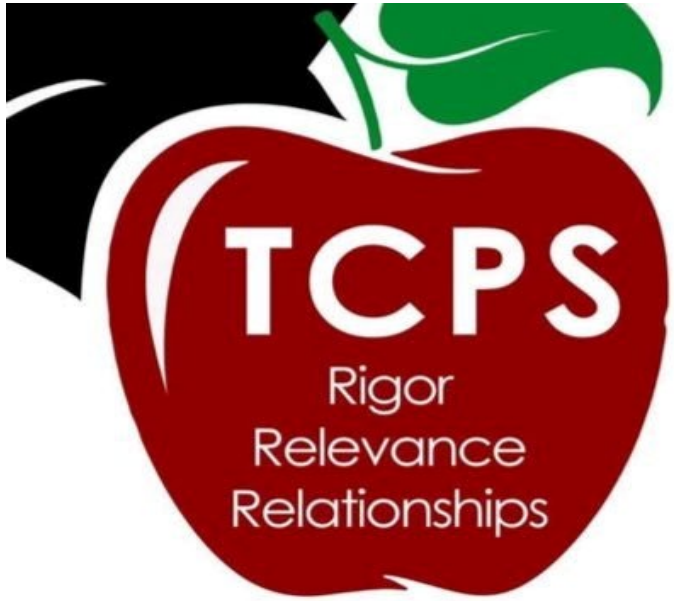
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Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-3704, 2.2-3704.2, 2.2-3714.

Cross Ref.: KBA-E Rights and Responsibilities
KBA-R Requests for Public Records

Tazewell County Public Schools

- Requirements
  - Must be 21 years of age
  - TCPS Employee or Approved Volunteer Coach
  - Drivers Application
  - 2 Moral Character Statements
  - Drug and Alcohol Test
    - Random and Post Accident
  - DMV Driving Record (Yearly)
  - Physical (Yearly)
  - CPR / First Aid Certified (Current)
  - Complete 24 hours Classroom Training **(8VAC20-70-280)**
  - Complete 4 hours behind the wheel (Unloaded)
    - With A CDL Instructor Trainer
  - Complete 6 Hours Behind the wheel (Loaded)
    - With A CDL Instructor Trainer



Tazewell County Public Schools

- Disqualify to drive Small Multifunction Activity Bus **(Fewer than 16 Occupants)**
  - 2 Citations for a Moving Violation in 12 months
  - 1 at fault accident with Small Activity Bus.
  - Citation for DUI / DUID / DWI
  - Failed Drug / Alcohol Test
  - No DMV Driving Record provided
  - No Physical
  - No Current CPR / First Aid card

TCPS
Rigor
Relevance
Relationships

Virginia Department of Education

Tazewell County

VERIFICATION REPORT

Compliance with the Standards of Quality and Other Reporting Requirements

SECTION 1: STANDARDS OF QUALITY

For the 2024-2025 school year, we certify that division Tazewell County is in full compliance with all of the standards related to the requirements of 22.1-253.13:1 et seq. of the Code of Virginia (Standard of Quality for Public Schools in Virginia.)

STANDARD 1 : INSTRUCTIONAL PROGRAMS SUPPORTING THE STANDARDS OF LEARNING AND OTHER EDUCATIONAL OBJECTIVES.

STANDARD 2: INSTRUCTIONAL, ADMINISTRATIVE AND SUPPORT PERSONNEL

STANDARD 3: ACCREDITATION, OTHER STANDARDS AND EVALUATION

STANDARD 4: STUDENT ACHIEVEMENT AND GRADUATION REQUIREMENTS

STANDARD 5: QUALITY OF CLASSROOM INSTRUCTION AND EDUCATIONAL LEADERSHIP

STANDARD 6: PLANNING AND PUBLIC INVOLVEMENT

STANDARD 7: SCHOOL BOARD POLICIES

STANDARD 8: COMPLIANCE

Virginia Department of Education

Tazewell County

VERIFICATION REPORT

Compliance with the Standards of Quality and Other Reporting Requirements

SECTION 2: OTHER NONSTANDARDS

I. We certify that the data reported in the Nonstandards module of this report are accurate. These data include:

a. Year-Round Instructional Program Waiver for the 2025-2026 School Year
b. Compulsory Attendance and Truancy for the 2024-2025 School Year
c. Teacher Employment Provisions for the 2024-2025 School Year
d. Length of Term Certification for the 2024-2025 School Year
e. 140 Clock-hour requirement waiver policy adopted by the school division
f. Charter Schools Certification for the 2024-2025 School Year
g. Textbook Adoption Certification for the 2024-2025 School Year
h. Early Reading Intervention Initiative for the 2025-2026 School Year
i. Tuition Certification for Governor's Schools and Foreign Language Academies for the 2025-2026 School Year
j. Algebra Readiness Initiative for the 2025-2026 School Year
k. Virginia Preschool Initiative Program requirements
l. Math/Reading Specialist Initiative and Early Reading Specialist Initiative programs for the 2024-2025 School Year
m. Internet Use Policies Certification for the 2024-2025 School Year

Signature B. Irene Mullins Date 09-08-2025
(Chairman,School Board)

Division Superintendent/Authorized Designee Signature

Contact Person Signature

Dr. Christopher Stacy
Division Superintendent Name

Christopher Stacy
Contact Name

9/8/25
Date

276-988-5511
Telephone Number

Virginia Department Of Education

SOQ Compliance Detail Report

Tazewell County

STANDARD 1 :	INSTRUCTIONAL PROGRAMS SUPPORTING THE STANDARDS OF LEARNING AND OTHER EDUCATIONAL OBJECTIVES.	
B.1.	The school division has implemented the Standards of Learning or objectives specifically designed for the school division that are equivalent to or exceed the Board of Education's requirements.	YES
B.2.	The school division expects students to achieve the educational objectives established by the school division at appropriate age or grade levels.	YES
B.3.	The curriculum adopted by the local school division is aligned to the Standards of Learning.	YES
B.4.	The school board (i) requires each middle school student to take at least one course in career investigation, or (ii) select an alternate means of delivering the career investigation course to each middle school student, provided that such alternative is equivalent in content and rigor and provides the foundation for such students to develop their academic and career plans.	YES
C.1.	The school board has developed, and implemented a program of instruction for grades K through 12 that is aligned to the Standards of Learning and meets or exceeds the requirements of the Board of Education. The school division's program of instruction emphasizes the following:	
C.1.a.	Reading, writing, and speaking.	YES
C.1.b.	Mathematical concepts and computations.	YES

Virginia Department Of Education

SOQ Compliance Detail Report

Tazewell County

C.1.c.	Proficiency in the use of computers and related technology, computer science and computational thinking, including computer coding.	YES
C.1.d.	Scientific concepts and processes.	YES
C.1.e.	Essential skills and concepts of citizenship, including knowledge of Virginia history and world and United States history, economics, government, foreign languages, and international cultures, health and physical education, environmental issues and geography necessary for responsible participation in American society and in the international community.	YES
C.1.f.	Fine Arts, which may include, but not be limited to, music and art, and practical arts.	YES
C.1.g.	Knowledge and skills needed to qualify for further education, gainful employment, or training in a career or technical field.	YES
C.1.h.	Development of the ability to apply such skills and knowledge in preparation for eventual employment and lifelong learning and to achieve economic self-sufficiency.	YES
C.2.	The school division provides programs of prevention, intervention, or remediation for students who are educationally at-risk including, but not limited to, students who fail to achieve a passing score on any Standards of Learning assessment in grades three through eight or who fail an end-of-course test required for the award of a verified unit of credit required for the student's graduation. Such programs include components that are research-based.	YES
C.3.	The school division requires students who fail all of the Standards of Learning tests at grades three through eight or who fail an end-of-course test required for the award of a verified credit to attend a remediation program or participate in another form of remediation.	YES

Virginia Department Of Education

SOQ Compliance Detail Report

Tazewell County

C.4.	The division superintendent requires such students to take special programs of prevention, intervention, or remediation, which may include attendance in public summer school programs, in accordance with subsection A of section 22.1-254 and section 22.1-254.01 of the Code of Virginia.	YES
C.5.	The division superintendent chooses summer school remediation programs or other forms of remediation as appropriate to the academic needs of the student and does not charge tuition to students required to attend such programs.	YES
D.	The school division has implemented the following:	
D.1	Programs in grades K through three, which emphasize developmentally appropriate learning to enhance success.	YES
D.2	Programs based on prevention, intervention, or remediation designed to increase the number of students who earn a high school diploma and to prevent students from dropping out of school. Such programs include components that are research-based.	YES
D.3(a)	Career and technical education programs incorporated into the K through 12 curricula that promote knowledge of careers, including, but not limited to, apprenticeships, entrepreneurship and small business ownership, the military, and the teaching profession, and emphasize the advantages of completing school with marketable skills.	YES
D.3(b)	Career and technical education programs incorporated into the K through 12 curricula that include career exploration opportunities in the middle school grades.	YES
D.3(c)	Competency-based career and technical education programs that integrate academic outcomes, career guidance and job-seeking skills for all secondary students. Programs are based upon labor market needs and student interest. Career guidance includes counseling about available employment opportunities and placement services for students exiting school. The school board has developed and implemented a plan to ensure compliance with the provisions of this subdivision. Such plan was developed with the input of area business and industry representatives and local community colleges and has been submitted to the Superintendent of Public Instruction in accordance with the timelines established by federal law.	YES

Virginia Department Of Education

SOQ Compliance Detail Report

Tazewell County

D.3(d)	Annual notice on its web site to enrolled high school students and their parents of the availability of the postsecondary education and employment data published by the State Council of Higher Education on its web site pursuant to section 23.1-204 of the Code of Virginia; and and (ii) the opportunity for such students to obtain a nationally recognized career readiness certificate at a local public high school, comprehensive community college, or workforce center; and	YES
D.3(e)	Provides, as part of each student's academic and career plan, a list of (i) the top 100 professions in the Commonwealth by median pay and the education, training, and skills required for each such profession and (ii) the top 10 degree programs at institutions of higher education in the Commonwealth by median pay of program graduates.	YES
D.4	Educational objectives in middle and high school that emphasize economic education and financial literacy pursuant to section 22.1-200.03 of the Code of Virginia.	YES
D.5	Early identification of students with disabilities and enrollment of such students in appropriate instructional programs consistent with state and federal law.	YES
D.6	Early identification of gifted students and enrollment of such students in appropriately differentiated instructional programs.	YES
D.7	Educational alternatives for students whose needs are not met in programs prescribed elsewhere in the standards. Such students shall be counted in average daily membership (ADM) in accordance with the regulations of the Board.	YES
D.8	Adult education programs for individuals functioning below the high school completion level. Such programs may be conducted by the school board as the primary agency or through a collaborative arrangement between the school board and other agencies.	YES
D.9	A plan to make achievement for students who are educationally at risk a division-wide priority that includes procedures for measuring the progress of such students.	YES

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D.10	A plan to notify students and their parents of the availability of dual enrollment and advanced placement classes; career and technical education programs, including internships, externships, apprenticeships, credentialing programs, certification programs, licensure programs, and other work-based learning experiences; the International Baccalaureate Program and Academic Year Governor's School Programs; the qualifications for enrolling in such classes, programs, and experiences; and the availability of financial assistance to low-income and needy students to take the advanced placement and International Baccalaureate examinations.	YES
D.11	An agreement for postsecondary credit and degree attainment with any comprehensive community college in the Commonwealth specifying the options for students to complete an associate degree, a one-year Uniform Certificate of General Studies, or the Passport Program from a comprehensive community college concurrent with a high school diploma, consistent with the requirements for the College and Career Ready Virginia Program set forth in Article 5.1 (22.1-237.1 et seq.) of Chapter 13. Such agreement shall specify the credit available for dual enrollment courses and Advanced Placement courses with qualifying exam scores of three or higher.	YES
D.12	Identification of students with limited English proficiency and enrollment of such students in appropriate instructional programs.	YES
D.13	Early identification, diagnosis, and assistance for students with mathematics problems and provision of instructional strategies and mathematics practices that benefit the development of mathematics skills for all students.	YES
D.13(a)	Provision of Algebra readiness intervention services to students in grades six through nine who are at risk of failing the Algebra I end-of-course test, as demonstrated by their individual performance on any diagnostic test that has been approved by the Department of Education.	YES
D.13(b)	The school division reports the results of the diagnostic tests to the Department of Education on an annual basis. The school division assesses each student who receives algebra readiness intervention services again at the end of that school year.	YES
D.14	Incorporation of art, music, and physical education as a part of the instructional program at the elementary school level.	YES
D.15	A program of physical activity available to all students in grades kindergarten through five consisting of at least 20 minutes per day or an average of 100 minutes per week during the regular school year and available to all students in grades six through 12 with a goal of at least 150 minutes per week on average during the regular school year. Such program may include any combination of (i) physical education classes, (ii) extracurricular athletics, (iii) recess, or (iv) other programs and physical activities deemed appropriate by the local school board. Each local school board shall implement such program during the regular school year. Any physical education class offered to students in grades seven and eight shall include at least one hour of personal safety training per school year in each such grade level that is developed and delivered in partnership with the local law-enforcement agency and consists of situation safety awareness training and social media education. The school division offers to all students in grade nine or 10 a physical education class that includes research-based hazing prevention instruction pursuant to subsection C of 22.1-207, unless such hazing prevention instruction is provided as part of a separate health education class offered to students in grade nine or 10. Each local school board may accept participation in the Junior Reserve Officers' Training Corps as fulfillment of any physical education requirements applicable to students in grades nine through 12.	YES

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D.16	A program of student services for kindergarten through 12 designed to aid students in their educational, social, and career development.	YES
D.17	The collection and analysis of data and the use of the results to evaluate and make decisions about the division's instructional program.	YES
D.18	A program of instruction in Virginia and U.S. Government course on all information and concepts contained in the civics portion of the U.S. Naturalization Test.	YES
E.	Each local school board shall provide a program of literacy instruction that is aligned with science-based reading research and provides evidenced-based literacy instruction to students in kindergarten through grade eight and is consistent with the school board's literacy plan as required by subsection B of 22.1-253.13:6. Pursuant to such program:	
E.1	Each local school board shall provide reading intervention services to students in kindergarten through grade eight who demonstrate substantial deficiencies based on their individual performance on the Standards of Learning reading assessment or a literacy screener provided by the Department. Such reading intervention services shall consist of evidence-based literacy instruction, align with science-based reading research, and be documented for each student in a written student reading plan, consistent with the requirements in subdivision 2 and the list developed by the Department pursuant to subdivision I 2.	YES
E.2	Division ensures that a reading specialist, in collaboration with the teacher of any student who receives reading intervention services pursuant to subdivision 1, develop, oversee implementation of, and monitor student progress on a student reading plan. Each student reading plan (i) follows the Department template created pursuant to subdivision I 3; (ii) documents such reading intervention services; (iii) includes, at a minimum, (a) the student's specific, diagnosed reading skill deficiencies as determined or identified by diagnostic assessment data or the literacy screener provided by the Department; (b) the goals and benchmarks for student growth in reading; (c) a description of the specific measures that will be used to evaluate and monitor the student's reading progress; (d) the specific evidence-based literacy instruction that the student will receive; (e) the strategies, resources, and materials that will be provided to the student's parent to support the student to make reading progress; and (f) any additional services the teacher deems available and appropriate to accelerate the student's reading skill development; and (iv) may include the following services for the student: instruction from a reading specialist, trained aide, computer-based reading tutorial program, or classroom teacher with support from an aide, extended instructional time in the school day or school year, or, for students in grades six through eight, a literacy course, in addition to the course required by the Standards of Learning in English, that provides the specific evidence-based literacy instruction identified in the student's reading plan.	YES
E.3	A process ensuring that the parent of each student who receives reading intervention services pursuant to subdivision 1 receives notice of and has the opportunity to participate in the development of the student reading plan.	YES
E.3(a)	Ensures, in accordance with 22.1-215.2, that the parent of each student requiring intervention receives notice before services begin and a copy of the student reading plan.	YES

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E.3(b)	Ensures that each student receiving such reading intervention services is assessed utilizing either the literacy screener provided by the Department or the grade-level reading Standards of Learning assessment again at the end of that school year.	YES
STANDARD 2:	INSTRUCTIONAL, ADMINISTRATIVE AND SUPPORT PERSONNEL	
B.	The school board employs licensed instructional personnel qualified in the relevant subject areas.	YES
C.	The school division has a division-wide ratio of pupils in average daily membership to full-time equivalent teaching positions (excluding special education teachers, principals, assistant principals, school counselors, and librarians) that is not greater than the following:	
C.(i)	24 to one in kindergarten with no class being larger than 29 students; if the average daily membership in any kindergarten class exceeds 24 pupils, a full-time teacher's aide shall be assigned to the class;	YES
C.(ii)	24 to one in grades one, two, and three with no class being larger than 30 students;	YES
C.(iii)	25 to one in grades four through six with no class being larger than 35 students;	YES
C.(iv)	24 to one in English classes in grades six through 12.	YES

Virginia Department Of Education

SOQ Compliance Detail Report

Tazewell County

C.2.	After September 30 of the school year, anytime the number of students in a class exceeds the class size limit established by 22.1-253.13:2, the local school division has notified the parent of each student in such class of such fact no later than 10 days after the date on which the class exceeded the class size limit. Such notification states the reason that the class size exceeds the class size limit and describes the measures that the local school division will take to reduce the class size to comply.	YES
C.3.	The school division assigns instructional personnel in a manner that produces school-wide ratios of students in average daily memberships to full-time equivalent teaching positions of twenty-one to one in middle and high schools.	YES
C.4.	The school division provides all middle and high school teachers with one planning period per day or the equivalent, unencumbered of any teaching or supervisory duties.	YES
D.	The local school board employs with state and local basic, special education, gifted, and career and technical education funds a minimum number of licensed, full-time equivalent instructional personnel for each 1,000 students in average daily membership (ADM) as set forth in the Appropriation Act.	YES
E.	To provide algebra readiness intervention services required by 22.1-253.13:1, school divisions may employ mathematics teacher specialists to provide the required algebra readiness intervention services. School divisions using the Standards of Learning Algebra Readiness Initiative funding in this manner shall only employ instructional personnel licensed by the Board of Education.	YES
F.	The school division employs ratios of instructional positions to English language learner students, based on each such student's English proficiency level, as established in the general appropriation act, positions may include dual language teachers who provide instruction in English and in a second language. To provide flexibility in the instruction of English language learners who have limited English proficiency and who are at risk of not meeting state accountability standards, school divisions may use state and local funds from the Standards of Quality Prevention, Intervention, and Remediation account to employ additional English language learner teachers or dual language teachers to provide instruction to identified limited English proficiency students. Using these funds in this manner is intended to supplement the instructional services provided in this section. School divisions using the SOQ Prevention, Intervention, and Remediation funds in this manner shall employ only instructional personnel licensed by the Board.	YES
G.	In addition to the full-time equivalent positions required elsewhere in this section, each local school board employs one reading specialist for each 550 students in kindergarten through grade five and one reading specialist for each 1,100 students in grades six through eight. Each such reading specialist has had training in science-based reading research and evidence-based literacy instruction practices.In addition, each such reading specialist shall have training in the identification of and the appropriate interventions, accommodations, and teaching techniques for students with dyslexia or a related disorder and shall serve as an advisor on dyslexia and related disorders. Such reading specialist shall have an understanding of the definition of dyslexia and a working knowledge of (i) techniques to help a student on the continuum of skills with dyslexia; (ii) dyslexia characteristics that may manifest at different ages and grade levels; (iii) the basic foundation of the keys to reading, including multisensory, explicit, systemic, and structured reading instruction; and (iv) appropriate interventions, accommodations, and assistive technology supports for students with dyslexia	YES
H.	The local school board employs, at a minimum, the following full-time equivalent positions for any school that reports fall membership, according to student enrollment:	

Virginia Department Of Education

SOQ Compliance Detail Report

Tazewell County

H.1	Principals, one full-time in each elementary school, middle school, and high school, to be employed on a 12-month basis.	YES
H.2	Assistant principals in elementary schools, one half-time at 600 students, one full-time at 900 students; assistant principals in middle schools, one full-time for each 600 students; assistant principals in high schools, one full-time for each 600 students. School divisions that employ a sufficient number of assistant principals to meet this staffing requirement may assign assistant principals to schools within the division according to the area of greatest need, regardless of whether such schools are elementary, middle, or secondary.	YES
H.3	Librarians in elementary schools, one part-time to 299 students, one full-time at 300 students; librarians in middle schools, one- half time to 299 students, one full-time at 300 students, two full-time at 1,000 students; librarians in high schools, one half-time to 299 students, one full- time at 300 students, two full- time at 1,000 students. Local school divisions that employ a sufficient number of librarians to meet this staffing requirement may assign librarians to schools within the division according to the area of greatest need, regardless of whether such schools are elementary, middle, or secondary.	YES
H.4	School counselors, one full-time equivalent position per 325 students in grades kindergarten through 12. However, in order to meet the staffing requirements set forth in this subdivision, any local school board (i) may employ, under a provisional license issued by the Department for three school years with an allowance for an additional two-year extension with the approval of the division superintendent, any professional counselor licensed by the Board of Counseling, clinical social worker licensed by the Board of Social Work, psychologist licensed by the Board of Psychology, or other licensed counseling professional with appropriate experience and training, provided that any such individual makes progress toward completing the requirements for full licensure as a school counselor during such period of employment or (ii) in the event that the school board does not receive any application from a licensed school counselor, professional counselor, clinical social worker, or psychologist or another licensed counseling professional with appropriate experience and training to fill a school counselor vacancy in the school division, may enter into an annual contract with another entity for the provision of school counseling services by a licensed professional counselor, clinical social worker, or psychologist or another licensed counseling professional with appropriate experience and training. Local school boards that employ a sufficient number of individuals to meet the staffing requirements set forth in this subdivision may assign such individuals to schools within the division according to the area of greatest need, regardless of whether such schools are elementary, middle, or high schools.	YES
I.	The school board employs five full-time equivalent positions per 1,000 students in grades K-5 to serve as elementary resource teachers in art, music, and physical education.	YES
J.	The school board employs two full-time equivalent positions per 1,000 students in grades K-12, one who provides technology support and one who serves as an instructional technology resource teacher. To provide flexibility, school divisions may use the state and local funds for instructional technology resource teachers to employ a data coordinator position, an instructional technology resource teacher position, or a data coordinator/instructional resource teacher blended position. The data coordinator position is intended to serve as a resource to principals and classroom teachers in the area of data analysis and interpretation for instructional and school improvement purposes, as well as for overall data management and administration of state assessments. School divisions using these funds in this manner shall employ only instructional personnel licensed by the Board of Education.	YES
L.	A combined school, such as kindergarten through 12, shall meet at all grade levels the staffing requirements for the highest grade level in that school; this requirement shall apply to all staff, except for school counselors or certain other licensed individuals as set forth in subdivision H 4, and shall be based on the school's total enrollment. If you do not have any combined schools in your division, please answer yes to this question. An answer of no will be recorded as being out of compliance with Standard 2	YES
M.	School boards shall, however, annually, on or before December 31, report to the public (i) the actual pupil/teacher ratios in elementary school classrooms in the local school division by school for the current school year; and (ii) the actual pupil/teacher ratios in middle school and high school in the local school division by school for the current school year. Actual pupil/teacher ratios shall include only the teachers who teach the grade and class on a full-time basis and shall exclude resource personnel. School boards shall report pupil/teacher ratios that include resource teachers in the same annual report. Any classes funded through the voluntary kindergarten through third grade class size reduction program shall be identified as such classes. Any classes having waivers to exceed the requirements of this subsection shall also be identified. Schools shall be identified; however, the data shall be compiled in a manner to ensure the confidentiality of all teacher and pupil identities	YES

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O.	The school board provides at least three specialized student support positions per 1,000 students. For purposes of this subsection, specialized student support positions include school social workers, school psychologists, school nurses, licensed behavior analysts, licensed assistant behavior analysts, and other licensed health and behavioral positions, which may either be employed by the school board or provided through contracted services. In order to fill vacant school psychologist positions, any local school board may employ, under a provisional license issued by the Department for three school years with an allowance for an additional two-year extension with the approval of the division superintendent, clinical psychologists licensed by the Board of Psychology, provided that any such individual makes progress toward completing the requirements for full licensure as a school psychologist during such period of employment.	YES
P.	Local school boards must provide "those support services that are necessary for the efficient and cost-effective operation and maintenance of its public schools," including the following:	
P.1	Executive policy and leadership positions, including school board members, superintendents and assistant superintendents;	YES
P.2	Fiscal and human resources positions, including fiscal and audit operations;	YES
P.3	Student support positions, including (i) social work administrative positions; (ii) school counselor administrative positions not included in subdivision H 4; (iii) homebound administrative positions supporting instruction; (iv) attendance support positions related to truancy and dropout prevention; and (v) health and behavioral positions not included in subsection O of section 22.1-253.13:2;	YES
P.4	Instructional personnel support, including professional development positions and library and media positions not included in subdivision H 3;	YES
P.5	Technology professional positions not included in subsection J;	YES
P.6	Operation and maintenance positions, including facilities; pupil transportation positions; operation and maintenance professional and service positions; and security service, trade, and laborer positions;	YES

Virginia Department Of Education

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P.7	Technical and clerical positions for fiscal and human resources, student support, instructional personnel support, operation and maintenance, administration, and technology; and	YES
P.8.	School-based clerical personnel in elementary schools; part-time to 299 students, one full-time at 300 students; clerical personnel in middle schools; one full-time and one additional full-time for each 600 students beyond 200 students and one full-time for the library at 750 students; clerical personnel in high schools; one full-time and one additional full-time for each 600 students beyond 200 students and one full-time for the library at 750 students. Local school divisions that employ a sufficient number of school-based clerical personnel to meet this staffing requirement may assign the clerical personnel to schools within the division according to the area of greatest need, regardless of whether such schools are elementary, middle, or secondary.	YES
R.	Provides a designated faculty member to serve as a special education parent/family liaison. The special education parent/family liaison should serve as a resource to parents and families to understand and engage in (i) the referral, evaluation, reevaluation, and eligibility if parents suspect that their child has a disability and (ii) the IEP process and shall work in collaboration with the special education family support centers established pursuant to 22.1-214.5. Each school board has posted the name of the designated special education parent/family liaison publicly on its website.	YES
STANDARD 3:	ACCREDITATION, OTHER STANDARDS AND EVALUATION	
A.1.	All schools are fully accredited by the Board of Education.	NO
A.2.	The school board reports the accreditation status of all schools in the local school division annually in public session.	YES
A.3.	The local school board has (i) submitted corrective action plans for any school in the local school division that does not meet the standards established by the Board and (ii) entered into a memorandum of understanding with the Board for any failure to demonstrate progress in developing or implementing a corrective action plan.	YES
C.1.	Each school board shall annually certify that it has provided instruction and administered an alternative assessment, consistent with Board guidelines, to students in grades three through eight in each Standards of Learning subject area in which a Standards of Learning assessment was not administered during the school year. Such guidelines shall (1) incorporate options for age-appropriate, authentic performance assessments and portfolios with rubrics and other methodologies designed to ensure that students are making adequate academic progress in the subject area and that the Standards of Learning content is being taught; (2) permit and encourage integrated assessments that include multiple subject areas; and (3) emphasize collaboration between teachers to administer and substantiate the assessments and the professional development of teachers to enable them to make the best use of alternative assessments.	YES

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C.2.	The local school division provides targeted mathematics remediation and intervention to students in grades six through eight who show computational deficiencies as demonstrated by their individual performance on any diagnostic test or grade-level Standards of Learning mathematics test that measures non-calculator computational skills.	YES
F.1.	To assess the educational progress of students as individuals and as groups, the local school board requires the use of the Standards of Learning assessments, alternative assessments, and other relevant data, such as industry certification and state licensure examinations, to evaluate student progress and to determine educational performance. The local school board requires the administration of appropriate assessments to students which may include criterion-referenced tests, and teacher-made tests and shall include the Standards of Learning assessments, the local school board's alternative assessment, and the National Assessment of Educational Progress state-by-state assessment.	YES
F.2.	Each school board shall provide teachers, parents, principals, and other school leaders with their students' results on any Standards of Learning assessment or Virginia Alternate Assessment Program assessment as soon as practicable after the assessment is administered	YES
F.3.	The school board analyzes and reports annually, in compliance with any criteria that may be established by the Board, the results from industry certification examinations and the Standards of Learning assessments to the public.	YES
G.	The division superintendent regularly reviews the division's submission of data and reports required by state and federal law and regulations to ensure that all information is accurate and submitted in a timely fashion.	YES
STANDARD 4:	STUDENT ACHIEVEMENT AND GRADUATION REQUIREMENTS	
A.1.	The school board awards diplomas to students, including those who transfer from nonpublic schools or home instruction, who meet the requirements prescribed by the Board of Education, and meet such other requirements as may be prescribed by the local school board and approved by the Board of Education.	YES
A.2.	Provisions are made to facilitate the transfer and appropriate grade placement of students from other public secondary schools, from nonpublic schools, or from home instruction as outlined in the standards for accreditation.	YES

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A.3	The school board notifies the parents of rising eleventh and twelfth grade students of (i) the requirements for graduation pursuant to the standards for accreditation and (ii) the requirements that have yet to be completed by the individual student.	YES
A.4.	Reasonable accommodations are provided for students with disabilities to meet the requirements for a diploma.	YES
A.5.	Students identified as disabled who complete alternative requirements, in the form of credit accommodations specified in their individualized education programs, to earn required standard and verified credit are awarded standard diplomas.	YES
B.1.	Students with disabilities who completethe requirements of their individualized education programs and meet certain requirements prescribed by the Board pursuant to regulations but do not meet the requirements for any named diploma are awarded Applied Studies diplomas by the local school boards	YES
B.2.	Has a developed process for awarding locally verified credits to students with disabilities, requires individualized education program teams to consider credit accommodations, including locally awarded verified credits, for students with disabilities to enable them to earn a standard diploma. Provides guidance from the Department to parents of students with disabilities regarding the availability of credit accommodations to earn a standard diploma and the limitations of the Applied Studies diploma and its limitations at a student's annual indlvidualized education program meeting corresponding to grades three through 12 when curriculum or statewide assessment decisions are being made that impact the type of diploma for which the student can qualify.	YES
B.3.	The local school board notifies the parent of such students with disabilities who have an indlvidualized education program and who fail to meet the graduation requirements of the student's right to a free and appropriate education to age 21, inclusive, pursuant to Article 2 (22.1-213et seq.) of Chapter 13.	YES
C.1.	The school board awards certificates of program completion to students who complete a prescribed course of study as defined by the school board if they are not eligible to receive a Board of Education-approved diploma.	YES
C.2.	Permits any student to substitute elective credits for completion of any industry-approved workforce credential, provided that such credential is included on the list of credentials that are uniformly accepted as substitutes for such required credits developed and maintained by the Board pursuant to subsection F of 22.1-253.13:1.	YES

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C.3	The school board provides notification of the right to a free public education for students who have not reached 20 years of age on or before August 1 of the school year to the parent of students who fail to graduate or who have failed to achieve graduation requirements as provided in the standards for accreditation. If such student who does not graduate or complete such requirements is a student for whom English is a second language, the local school board shall notify the parent of the student's opportunity for a free public education to age 22.	YES
D.1	The school board has policies and requires each high school principal or his designee to notify each English language learner of the availability of testing accommodations prior to the student's participation in any career and technical education credential certification, which may include an industry certification, a state licensure examination, a national occupational competency assessment, or the Armed Services Vocational Aptitude Battery.	YES
D.2	The school board reports annually to the Board of Education the number of Board-approved industry certifications obtained, state licensure examinations passed, national occupational competency assessments passed, Armed Services Vocational Aptitude Battery passed, and Virginia workplace readiness skills assessments passed, and the number of career and technical education completers who graduated.	YES
STANDARD 5:	QUALITY OF CLASSROOM INSTRUCTION AND EDUCATIONAL LEADERSHIP	
B.1	Consistent with the finding that leadership is essential for the advancement of public education in the Commonwealth, teacher, principal, and superintendent evaluations are consistent with the performance standards included in the Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Principals, and Superintendents. Evaluations include student academic progress as a significant component and an overall summative rating. Teacher evaluations include regular observation and evidence that instruction is aligned with the school's curriculum. Evaluations include identification of areas of individual strengths and weaknesses and recommendations for appropriate professional activities. Evaluations include an evaluation of cultural competency.	YES
D.1.	Each member of the school board participates annually in high-quality professional development activities at the state, local, or national levels on governance, including, but not limited to, personnel policies and practices; the evaluation of personnel; curriculum and instruction; use of data in planning and decision making; and current issues in education as part of their service on the local board.	YES
D.2.	The local school board requires the division superintendent to participate annually in high-quality professional development activities at the local, state, or national levels, which include the Standards of Quality, Board of Education regulations, and the Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Principals, and Superintendents.	YES
E.1.	The school board provides a program of high-quality professional development:	

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E.1.(i)	In the use and documentation of performance standards and evaluation criteria based on student academic progress and skills for teachers, principals, and superintendents to clarify roles and performance expectations and to facilitate the successful implementation of instructional programs that promote student achievement at the school and classroom levels;	YES
E.1.(ii)	As part of the license renewal process, to assist teachers and principals in acquiring the skills needed to work with gifted students, students with disabilities, and students who have been identified as having limited English proficiency and to increase student achievement and expand the knowledge and skills students require to meet the standards for academic performance set by the Board of Education;	YES
E.1.(iii)	In educational technology for all instructional personnel which is designed to facilitate integration of computer skills and related technology into the curricula; and	YES
E.1.(iv)	For principals and supervisors designed to increase proficiency in instructional leadership and management, including training in the evaluation and documentation of teacher and principal performance based on student academic progress and the skills and knowledge of such instructional or administrative personnel.	YES
E.2.	The school board provides a program of high-quality professional development each year for teachers and principals in:	
E.2.(i)	instructional content	YES
E.2.(ii)	the preparation of tests and other assessment measures;	YES
E.2.(iii)	methods for assessing the progress of individual students, including Standards of Learning assessment materials or other criterion-referenced tests that match locally developed objectives;	YES

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E.2.(iv)	instruction and remediation techniques in English, mathematics, science, and history and social science;	YES
E.2.(v)	interpreting test data for instructional purposes;	YES
E.2.(vi)	technology applications to implement the Standards of Learning;	YES
E.2.(vii)	effective classroom management;	YES
E.2(viii)	High-quality professional development and training in science-based reading research and evidence-based literacy instruction, from the list developed and the resources provided by the Department pursuant to subsection C or an alternative program that consists of evidence-based literacy instruction and aligns with science-based reading research approved by the Department, for each elementary school principal and each teacher with an endorsement in early/primary education preschool through grade three, elementary education preschool through grade six, special education general curriculum kindergarten through grade 12, special education deaf and hard of hearing preschool through grade 12, special education blindness/visual impairments preschool through grade 12, or English as a second language preschool through grade 12, or as a reading specialist that builds proficiency in evidence-based literacy instruction and science-based reading research in order to aid in the licensure renewal process for such individuals; and	YES
E.2(ix)	High-quality professional development and training in science-based reading research and evidence-based literacy instruction, from the list developed and the resources provided by the Department pursuant to subsection C, or an alternative program that consists of evidence-based literacy instruction and aligns with science-based reading research approved by the Department, for (i) each teacher with an endorsement in middle education grades six through eight who teaches English that builds proficiency in evidence-based literacy instruction and science-based reading research and (ii) each middle school principal and teacher with an endorsement in middle education grades six through eight who teaches mathematics, science, or history and social science that builds an awareness of evidence-based literacy instruction and science-based reading research.	YES
F.1.	The local school division and its schools include as an integral component of their comprehensive plans required by 22.1-253.13:6, high-quality professional development programs that support the recruitment, employment, and retention of qualified teachers and principals. The school board requires all instructional personnel to participate each year in these professional development programs.	YES
G.1	The school board annually reviews its professional development program for quality, effectiveness, participation by instructional personnel, and relevancy to the instructional needs of teachers and the academic achievement needs of the students in the school division.	YES

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STANDARD 6: PLANNING AND PUBLIC INVOLVEMENT

B.1.	The local school board adopts a division-wide comprehensive, unified, long-range plan based on data collection, an analysis of the data, and how the data will be utilized to improve classroom instruction and student achievement. The plan was developed with staff and community involvement and shall include, or is consistent with, all other division-wide plans required by state and federal laws and regulations. The local school board reviews the plan biennially and adopts any necessary revisions. Prior to the adoption of any division-wide comprehensive plan or revisions thereto, the local school board has posted the plan or revisions to such plan on the divisions website as well as a hard copy made available for public inspection and copying and shall conduct at least one public hearing to solicit public comment on the division-wide plan or revisions.	YES
B.2.	The school division's comprehensive plan includes, but is not limited to:	
B.2.(i)	the objectives of the school division including strategies for first improving student achievement; particularly the achievement of educationally at-risk students, then maintaining high levels of student achievement;	YES
B.2.(ii)	an assessment of the extent to which these objectives are being achieved;	YES
B.2.(iii)	a forecast of enrollment changes;	YES
B.2.(iv)	a plan for projecting and managing enrollment changes including consideration of the consolidation of schools to provide for a more comprehensive and effective delivery of instructional services to students and economies in school operations;	YES
B.2.(v)	an evaluation of the appropriateness of establishing regional programs and services in cooperation with neighboring school divisions;	YES

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B.2.(vi)	a plan for implementing such regional programs and services when appropriate;	YES
B.2.(vii)	a technology plan designed to integrate educational technology into the instructional programs of the school division, including the school division's career and technical education programs, consistent with, or as a part of, the comprehensive technology plan for Virginia adopted by the Board of Education;	YES
B.2.(viii)	a divisionwide literacy plan for pre-kindergarten through grade eight. Each divisionwide literacy plan shall follow Department-developed template and address how the local school board will align:	YES
	a literacy professional development; (b) core reading and literacy curriculum for students in kindergarten through grade five; and (c) screening, supplemental instruction, and interventions for students in kindergarten through grade eight with evidence-based literacy instruction practices aligned with science-based reading research and how the school board will support parents to support the literacy development of their children.	YES
	divisionwide literacy plan that has been submitted to the Department that identifies which core literacy curricula, supplemental instructional practices and programs, and intervention programs from the list developed by the Department pursuant to subdivision H 2 of 22.1-253.13:1 or alternative programs approved by the Department that consist of evidence-based literacy instruction and align with science-based reading research will be used in each grade level, kindergarten through 12, at each of the schools within such school division;	YES
	posts, maintains, and updates as necessary on local school board's a copy of its divisionwide literacy plan and the job description and contact information for any reading specialist employed by such school division pursuant to subsection G of 22.1-253.13:2 and for any dyslexia specialist employed by such school division.	YES
B.2.(ix)	an assessment of the needs of the school division and evidence of community participation, including parental participation, in the development of the plan;	YES
B.2.(x)	any corrective action plan required pursuant (22.1-253.13:3) to the results of a division-level academic review;	YES

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B.2.(xi)	a plan for parent and family involvement to include building successful school and parent partnerships that was developed with staff and community involvement, including participation by parents.	YES
B.3.	The school board reports to the public by November 1 of each odd-numbered year the extent to which the objectives of the division-wide comprehensive plan have been met during the previous two school years.	YES
C.1.	Each school in the division prepared a comprehensive, unified, long-range plan that was considered by the local school board in developing the division-wide comprehensive plan.	YES
STANDARD 7:	SCHOOL BOARD POLICIES	
A.	The local school board has policies and procedures to address complaints of sexual abuse of a student by a teacher or other school board employee.	YES
B.	The school board maintains and follows up-to-date policies that have been reviewed at least every five years and revised as necessary.	YES
C.	The school board's policies, which have been developed giving consideration to the views of teachers, parents and other concerned citizens, address the following:	
C.1	A system of two-way communication between employees and the school board and its administrative staff whereby matters of concern can be discussed in an orderly and constructive manner.	YES

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C.2	The selection and evaluation of all instructional materials purchased by the school division with clear procedures for handling challenged controversial materials.	YES
C.3	The standards of student conduct and attendance and procedures for enforcement.	YES
C.4	School-community communications and community involvement.	YES
C.5	Guidelines to encourage parents to provide instructional assistance to their children in the home, which may include voluntary training for parents of children in grades K through three.	YES
C.6	Information about procedures for addressing concerns with the school division and recourse available for parents for a judicial review of a school board action as provided for in 22.1-87 of the Code.	YES
C.7	A cooperatively developed procedure for personnel evaluation appropriate to tasks performed by those being evaluated.	YES
C.8	Grievances, dismissals, etc., of teachers, and the implementation procedure prescribed by the General Assembly and the Board of Education, as provided in 22.1-306 et seq. of the Code of Virginia, and the maintenance of copies of such procedures.	YES
D.	A current copy of all school division policies and regulations approved by the local school board, including the Student Conduct Policy, is posted on the division's website and is available to employees and to the public. Printed copies of such policies and regulations are available as needed to citizens who do not have online access.	YES

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E.	An annual announcement is made at the beginning of the school year and, for parents of students enrolling later in the academic year, at the time of enrollment, advising the public that the policies are available.	YES
STANDARD 8:	COMPLIANCE	
A.1.	The school board provides, as a minimum, the programs and services, as provided in the Standards of Quality, with state and local funds as apportioned by the General Assembly in the appropriation act and to the extent funding is provided by the General Assembly.	YES

THOMPSON & LITTON EST. 1956

ENGINEERS SURVEYORS

August 26, 2025

Tazewell County Public Schools
506 Jeffersonville Street,
Tazewell, Virginia 24651

RE: Fee Proposal – Professional services for TCPS Tazewell High School Gymnasium Wall Repair
T&L Project Number: 19320

Thompson & Litton, Inc., (T&L) is pleased to submit this proposal to provide professional engineering services to Tazewell County Public Schools (TCPS) for the above-referenced project.

Project Understanding

Provide structural design services to evaluate and reinforce existing unreinforced CMU walls at TCPS Tazewell High School Gymnasium to minimize cracking and strengthen wall performance.

Scope of Work

Structural Engineering Services

1. **Analysis & Design**
   - Analyze existing unreinforced CMU walls.
   - Develop reinforcement design consisting of removing face shells, installing reinforcing steel, and grouting cells.
   - Prepare general notes and design criteria.
2. **Site Investigation**
   - Conduct one (1) site visit to review wall conditions, including the cafeteria area below, to verify existing conditions.
3. **Background Documentation**
   - Develop Revit background drawings from existing available drawings.
4. **Drawings & Deliverables**
   - Foundation plan.
   - Floor framing plan.
   - Roof framing plan.
   - Phased building wall elevations (approx. 4 sheets).
   - Sections and details.
   - General and construction notes sheet.
   - Floor plan sheet.

- Site plan sheet.
- Structural coordination sheet.

5. **Specifications**
   - Provide bound technical specifications in support of structural scope.
6. **Submissions**
   - Prepare one (1) 95% design submission for Owner review.
   - Issue sealed final design drawings incorporating Owner review comments.
7. **QA/QC**
   - Perform internal quality assurance and quality control reviews prior to submittals.

Architectural Support Services

- Provide limited architectural assistance to address crack repair (tuckpointing, mortar repointing) and finishes to conceal repairs, assumed to be paint finish.
- Develop related architectural sheets for repair and finish work.

Exclusions & Assumptions

- No bid-phase or construction contract administration (CCA) services are included; these may be negotiated after design submission based on level of required CCA services.
- No cost estimating of repairs is included.
- No third-party review or value engineering services are included.
- Budget includes responses to Owner review comments only.

Travel

- One (1) site visit with travel included in the budget.

SCHEDULE AND COMPENSATION

Upon formal authorization to proceed, by TCPS, we are prepared to immediately undertake the work and will endeavor to have the construction documents completed within 180 days. Our scheduled delivery of the design and construction documents is contingent upon timely reviews and responses. We will provide the above detailed services for a lump sum fee of $74,950.

I hope we have interpreted your needs correctly and that this fee proposal is favorably received. We appreciate your confidence in T&L to provide these professional services. If you have any questions regarding this proposal, please do not hesitate to contact me on 304-425-9555.

Sincerely,

Pamela Young

Pamela Young
Project Manager

pc: Jack Murphy, T&L

THOMPSON & LITTON EST. 1956

ENGINEERS SURVEYORS

August 14, 2025

Dr. Christopher Stacy, Superintendent
Tazewell County Public Schools
506 Jeffersonville Street
Tazewell, Virginia 24651

RE: Fee Proposal – Professional Services for TCPS Graham – Tazewell – Richlands HS Bathroom Renovations
T&L Project Number: 719320

Dear Dr. Stacy,

Thompson & Litton, Inc. (T&L) is pleased to submit this proposal to provide professional engineering services to Tazewell County Public Schools (TCPS) for the above-referenced project.

Project Understanding

T&L understands that TCPS desires the design and preparation of construction documents for the renovation of several existing restrooms at Graham High School (GHS), Tazewell High School (THS), and Richlands High School (RHS) to create single-use restrooms. We also understand that the provision of bidding assistance and construction contract administration services is required.

The restrooms to be modified include two (2) men's and two (2) women's restrooms at each school, for a total of twelve (12) restrooms to be renovated.

Scope of Work

T&L will provide **architectural, mechanical (HVAC and plumbing), electrical, and structural** plans for converting the existing restrooms at GHS, THS, and RHS.

The construction documents will include:

- General Construction Notes
- Floor Plans

- Building Details
- Electrical Details
- Mechanical Details (HVAC & Plumbing)
- Finish Schedule
- Reflected Ceiling Plans
- Specifications (Architectural, Mechanical, & Electrical)

Additional Services:

- One (1) site visit per school
- Two (2) virtual project team meetings
- Submittal of documents for Building Official review
- Bidding assistance
- Construction contract administration

The documents will be developed in accordance with the building requirements of the Town of Bluefield, Town of Tazewell, and Town of Richlands. Building Inspectors' Comments – One-Time Response – Review and address inspection comments, prepare a formal response, and update documents as necessary for one review cycle. Any further responses beyond this initial round will be subject to a separate fee. The site visits will verify existing conditions in the subject restroom areas through readily observable, non-invasive methods.

Assumptions

- All permitting fees will be paid by the Owner.
- Existing electrical panels and service are adequate for any load changes.

Exclusions

This proposal does not include the following:

- Communication or telephone systems
- CCTV / CR / security systems
- LEED or green building design

Schedule and Compensation

Upon formal authorization from TCPS, T&L is prepared to begin work immediately. We anticipate completing the construction documents within **75 calendar days**, contingent upon timely reviews and responses from TCPS and the building official for each locality.

We propose to provide the above services for a **lump sum fee of $126,500**.

We trust this proposal accurately reflects your needs and look forward to working with TCPS on this important project. Should you have any questions or require additional information, please contact me at (304) 425-9555.

Sincerely,

Pamela Young
Project Manager

pc: Jack Murphy, T&L

Trane Turnkey Proposal



Turnkey Proposal For:
Chris Stacy
Tazewell County Schools
506 JEFFERSONVILLE STREET
Tazewell, VA 24651-2465

Local Trane Office:
Trane U.S. Inc.
10384 Wallace Alley Street
Kingsport, TN 37663

Local Trane Representative:
Rod Thaxton
Account Manager
E-mail: rdthaxton@trane.com
Cell: (276) 698-5432
Office Phone: (423) 224-1150

Proposal ID: 7213081
COOP Quote Number: J3-161652-23-001
COOP or Federal Contract ID: Omnia 15-JLP-023

Date: August 25, 2025

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Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help Tazewell County Schools 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 Tazewell County Schools 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 $1,317,650.00 USD. This investment will provide Tazewell County Schools with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Tazewell County Schools 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.

Rod Thaxton
Account Manager, Trane U.S. Inc.

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Prepared For:
Dr. Chris Stacy

Date:
August 25, 2025

Job Name:
Tazewell Middle School Boiler Replacement

Proposal ID:
7213081

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

Payment Terms:
Net 30

State Contractor License Number:
VA 2705047272A

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Chris Stacy and based on the site surveys performed on 8/12/2025.

Turnkey Installation of HVAC Equipment

Lochinvar Crest Condensing Boilers and Ancillary Equipment

- (2) Lochinvar FCB2500-L Crest Condensing Boilers 208 3 ph.
- (2) Armstrong Circulator Pumps 15 hp
- (2) Suction Guide & (2) Triple Duty Valves
- Wessel Tank Co. SPA-6 Vortex Air Separator LESS Strainer
- NLA-500 Bladder Style Expansion Tank
- (2) Hydronic Coils for Trane AHU's 1 and 2 for Gym

Mechanical Installation

- Deliver all new materials and equipment to site
- Demo 1 coal fired steam boiler (Kewanee)
- Disconnect 1 coal fired boiler and abandon in place (Hurst)
- Replace coal boiler with 2 high efficiency Lochinvar Condensing boilers
- New housekeeping pads for Lochinvar boilers
- Install new circulator pumps supplied with the boilers
- Remove existing steam condensate return system including tank, pumps and air separator
- Install new building loop pumps, expansion tank, air separator, and air elimination system in suitable location in boiler room
- Provide and install 2 new hot water coils in the 2 gym air handling units closest to the mechanical room
- Install new hot water return piping from mechanical room to new hot water coils.
- Set 6 new 1,000 gallon LP tanks, vaporizer, underground piping, and regulators in a suitable location
- Seed and straw any disturbed areas
- Connect new boilers to the new propane piping
- Connect new boilers to existing heating water piping with insulation
- Install new PVC vent piping through roof
- Install new condensate piping and drain to nearest disposal point
- Install new acid neutralization kits supplied with the boilers

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- Insulation of new piping to match existing
- New mandated emergency stops will be installed for the new boilers
- Modify concrete housekeeping pads for new pumps as needed
- Paint new gas piping inside where exposed
- Factory start up for new boilers
- Power wiring to new boilers, pumps, and propane delivery system
- Set up of boiler alarms and start/ stop to Trane Building Automation System
- Start up and commissioning of new equipment

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Pricing and Acceptance

Chris Stacy
Tazewell County Schools
506 JEFFERSONVILLE STREET
Tazewell, VA 24651-2465

Site Address:
Tazewell Middle School
367 Hope St
Tazewell, VA 24651

Price

Total Net Price *(excluding sales tax)* ..... $1,317,650.00 USD

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. 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 and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Anticipation Discount

Trane is pleased to offer an opportunity to maximize the value of your purchase by offering you savings with the Trane Anticipation Discount Program (ADP) that is flexible and designed for all Trane customers. The discount depends on the percentage of quoted price that is pre-paid, estimated payment date, estimated monthly schedule of values, and the current annualized discount rate.

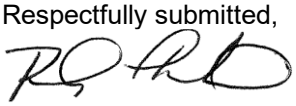
Total Potential ADP Discount for this project .....$ To Follow

Your Trane representative can provide a formal ADP quotation to lock in your savings.

Financial items not included

- Work beyond normal business hours unless specified above
- Any air balancing or resolution of any deficiencies outside of immediate work
- Rental HAVC equipment or other temporary heating or cooling measures
- Testing, diagnosis or repairs to any fire alarm systems or panels
- Removal or demolition or Hurst boiler
- Removal or displacement of any coal, coal storage or fuel oil storage tanks
- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,



Rod Thaxton
Account Manager
Trane U.S. Inc.
E-mail: rdthaxton@trane.com
Office Phone: (423) 224-1150

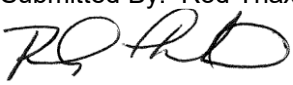
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ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Commercial Turnkey 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: Rod Thaxton 	Cell: (276) 698-5432 Office: (423) 224-1150 Proposal Date: August 25, 2025
CUSTOMER ACCEPTANCE Tazewell County Schools	**TRANE ACCEPTANCE** Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: VA 2705047272A

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TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work
"Trane" or "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, and the final Proposal price ("Proposal Price"). 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.

a. 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.

b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code**. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

5. Exclusions from Work. Company's obligation is limited to the Work as written and defined under the scope of Work 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 in accordance with the Change of Work process defined hereunder..

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. For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** For Upon execution hereof, [Initial Payment]% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, 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. Equipment Location & Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer. 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. 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.

a. Substantial Completion. When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been

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completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

b. Final Completion. Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

11. Changes in Work

a. Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

b. If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

(1) A lump sum agreed to by Customer and Trane;
(2) Unit prices set forth in this Agreement or subsequently agreed to; or
(3) Cost of the work ordered plus a fee agreed to by the parties.

c. The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

(1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
(2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
(3) the costs of renting machinery and equipment, except hand tools;
(4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
(5) additional costs of supervision and field office personnel directly attributable to the additional work.

12. 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.

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

14. 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 Proposal Price, contract time, or both.

15. 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.

16. 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.

17. 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.

18. 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)

19. 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.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED 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.

21. 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**

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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 (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

22. 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.

23. 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 ACKNOWLDGES AND AGREES THERETO.**

24 Insurance.

a. 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.

b. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than $5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

25. 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.

26. 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.

27. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment

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individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

28. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

29. 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.

30. 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.

31. 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 (07072025)
Supersedes 1-26.251-10(0325)

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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

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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

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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

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Tazewell County Public Schools
Athletic Events
Fan Safety and Security Measures

Fans are expected to follow these simple rules when attending Tazewell County Public Schools athletic events upon entering stadiums or gymnasiums. When entering any TCPS athletic event, all bags and items are subject to being searched.

Clear bags are easily and quickly searched. This policy supports the Department of Homeland Security's, "If You See Something, Say Something Campaign." This will also enable fans to move through gates much faster and allow security and staff to be more efficient and effective in checking bags. Fans will be able to enjoy activities with an improved sense of safety.

Permitted Items per Person:

- Bags that are clear plastic (vinyl or PVS) suggested size 12” X 6” X 12”
- One-gallon clear plastic freezer bag (Ziploc or similar)
- Rain gear (Worn or in a clear carrier)
- Small clutch purses no larger than 4.5” x 6.5”
- Mobile phones
- Binoculars (if in case the case may be inspected)
- Seat cushions/chairs (if in carry case/tote may be inspected)
- Radios with or without headsets (carry case may be inspected)
- Diapers and non-medically necessary items for babies and young children must be carried in a clear bag
- Needed medical equipment
- Strollers (will be subject to search at gate)
- Camera/Case (will be subject to search at gate)
- Computer bag/carrier (will be subject to search at gate)
- Unopened food/drinks that can fit in a clear bag that meets criteria (12” X 6” X 12” or Ziplock freezer bag)

Does everything need to be in a bag?

No. Things you normally carry in your pockets or jacket such as keys, makeup, feminine products, combs, wallets, credit cards, cash, etc., do not have to be in clear bags unless you choose to place the items there. Blankets can be carried over the arm.

The small clutch bag allows privacy for small personal items and is easily searched. It does not have to be clear but does need to meet the 4.5” X 6.5” dimensions.

Prohibited Items by All Fans:

- Non-clear bags of any size
- Backpacks (of any size)
- Fanny Packs, cinch bags
- Thermos/refillable drink bottles
- Alcoholic beverages
- Selfie sticks
- Unmanned aircraft (drones)
- Large bags or parcels, including backpacks and purses
- Weapons (including pocket knives)
- Hoverboards
- Segways
- Artificial noisemakers
- Vaping Devices or E-cigarettes
- All tobacco products
- Portable heaters
- Umbrellas

Sonny Merryman
VIRGINIA'S BUS COMPANY

SHOP ESTIMATE

DATE: August 22, 2025

LABOR RATE: $155.00

SERVICE PROVIDER	CUSTOMER INFO
Sonny Merryman Inc PO Box 495 Rustburg, VA 24588 Phone: (434)821-1000 Fax: (434) 821-2131	Name: TAZEWELL CO Bus # 18 VIN: LCLY1296

Job Description:

REMOVE AND REPLACE ENGINE

QTY	DESCRIPTION	Parts	Parts EXT	HRS	LABOR	TOTAL
1	REMOVE AND REPLACE ENGINE	$29,567.21	$ 29,567.21	40	$ 6,200.00	$ 35,767.21
1	TEAR DOWN ENGINE FOR REBUILD, FOUND #1 CYLINDER SCORED BEYOND REPAIR, REASSEMBLE FOR ROTATING CORE		$ -	12	$ 1,860.00	$ 1,860.00
1	MISC. PARTS BELTS HOSES, FLUIDS ETC.	$1,000.00	$ 1,000.00		$ -	$ 1,000.00
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
	Subtotals		$ 30,567.21	52	$ 8,060.00	$ 38,627.21

2020 - 72400 miles mileage

3yr Warranty

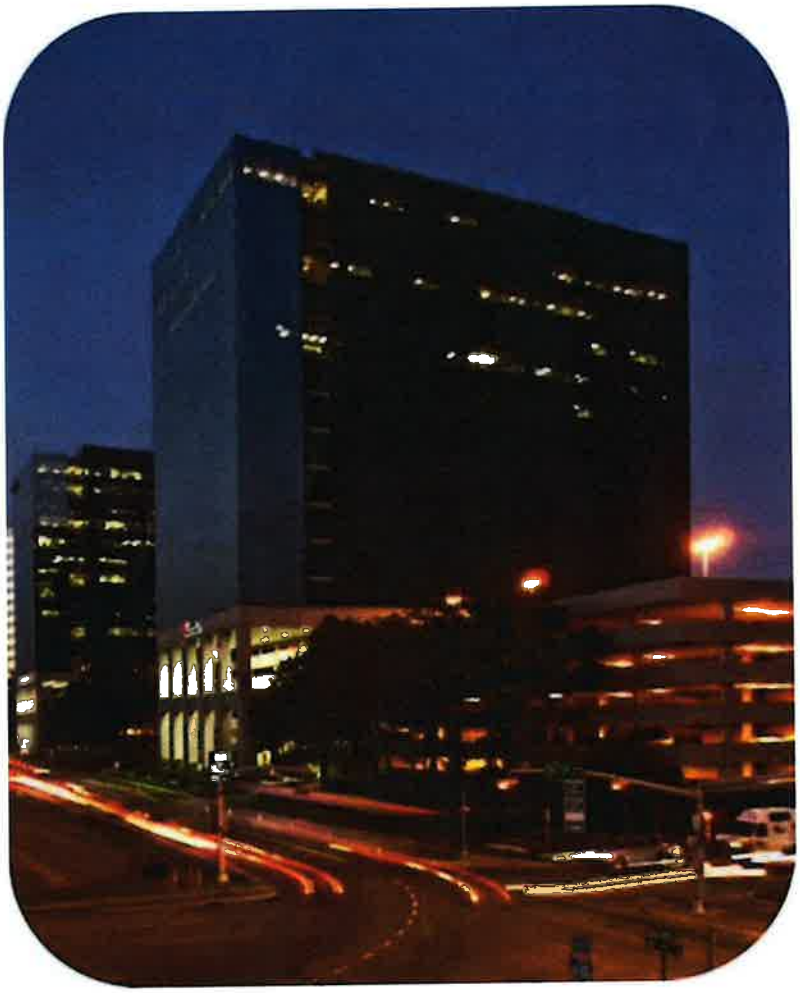
Warranty on Engine

SUBTOTAL	$ 38,627.21
SALES TAX at 5.3%	$ 2,047.24
HAZMAT & SHOP SUPPLIES	$ 483.60
SHIPPING AND HANDLING	$ -
TOTAL	$ 41,158.05

Estimate pricing is valid for 60 days

This estimate applies only to the job described above. This estimate does not include additional materials, freight, sales tax, or labor that may be required due to any unforeseen problems that arise once the job has begun. Any questions can be addressed to the service department.

Trane Turnkey Proposal



Turnkey Proposal For:
Tazewell County Schools

Local Trane Office:
Trane U.S. Inc.
10384 Wallace Alley Street
Kingsport, TN 37663

Local Trane Representative:
Rod Thaxton
Account Manager
E-mail: rdthaxton@trane.com
Cell: (276) 698-5432
Office Phone: (423) 224-1150

Proposal ID: 8368667
COOP Quote Number: J3-161652-25-007
COOP or Federal Contract ID: OMNIA Racine #3341

Date: September 08, 2025

Sensitivity: Confidential

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Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help Tazewell County Schools 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 Tazewell County Schools 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 $65,755.00 USD. This investment will provide Tazewell County Schools with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Tazewell County Schools 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.

Rod Thaxton
Account Manager, Trane U.S. Inc.

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Prepared For:
Tazewell County Schools

Job Name:
Graham Intermediate School Replace Cafe RTU

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

State Contractor License Number:
VA 2705047272A

Date:
September 08, 2025

Proposal ID:
8368667

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Tazewell County Schools and based on the site surveys performed.

Turnkey Installation of HVAC Equipment

12.5T PKGD Precedent Unitary Rooftop YHK150A3S0L** (Qty. 1)

- DX Cooling
- Standard Efficiency
- R-454B Refrigerant
- 12.5 Ton
- 208-230/60/3
- Symbio 700 unit controls
- Natural gas heat
- Standard access panels with 2-in MERV 13 filters
- 1 year parts warranty
- 5 year compressor warranty
- 1 year labor warranty

Mechanical Installation

- Deliver new equipment to site
- LOTO and make safe all high voltage power sources
- Disconnect electrical wiring from unit disconnect
- Recover refrigerant into approved containers
- Provide Crane and Rigging to remove and replace new 12.5T Roof Top Unit
- Unit will mount to existing curb with the necessity of a roof curb adapter
- Mounting and installation of all supplied accessories per Trane IOM
- Mount and wire new disconnect to original power source
- New conductors shall be provided as necessary
- Start up and commissioning of new equipment

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Pricing and Acceptance

Tazewell County Schools

Site Address:
Graham Intermediate School
808 Greever Ave
Bluefield, VA 24605

Price

Total Net Price *(excluding sales tax)* ..... $65,755.00 USD

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. 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 and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Financial items not included

- Work beyond normal business hours unless specified above
- Any air balancing or resolution of any deficiencies outside of immediate scope of work
- Diagnosis of, or repairs to any other rooftop equipment such as ERV or exhaust fans
- Rental HVAC equipment or other temporary heating or cooling measures
- Repair, replacement or patching of asphalt or concrete surfaces
- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Rod Thaxton
Account Manager
Trane U.S. Inc.
E-mail: rdthaxton@trane.com
Office Phone: (423) 224-1150

Sensitivity: Confidential
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ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Commercial Turnkey 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: Rod Thaxton	Cell: (276) 698-5432 Office: (423) 224-1150 Proposal Date: September 08, 2025
CUSTOMER ACCEPTANCE Tazewell County Schools	**TRANE ACCEPTANCE** Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: VA 2705047272A

Sensitivity: Confidential

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TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work
"Trane" or "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, and the final Proposal price ("Proposal Price"). 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.
a. 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.
b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code**. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.
5. Exclusions from Work. Company's obligation is limited to the Work as written and defined under the scope of Work 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 in accordance with the Change of Work process defined hereunder..
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. For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** For Upon execution hereof, [Initial Payment]% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, 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. Equipment Location & Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer. 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. 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.

a. Substantial Completion. When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been

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completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

b. Final Completion. Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

11. Changes in Work

a. Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

b. If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

(1) A lump sum agreed to by Customer and Trane;
(2) Unit prices set forth in this Agreement or subsequently agreed to; or
(3) Cost of the work ordered plus a fee agreed to by the parties.

c. The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

(1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
(2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
(3) the costs of renting machinery and equipment, except hand tools;
(4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
(5) additional costs of supervision and field office personnel directly attributable to the additional work.

12. 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.

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

14. 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 Proposal Price, contract time, or both.

15. 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.

16. 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.

17. 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.

18. 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)

19. 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.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED 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.

21. 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**

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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 (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

22. 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.

23. 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 ACKNOWLDGES AND AGREES THERETO.**

24 Insurance.

a. 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.

b. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than $5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

25. 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.

26. 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.

27. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment

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individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

28. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

29. 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.

30. 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.

31. 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 (07072025)
Supersedes 1-26.251-10(0325)

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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

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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

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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

Sensitivity: Confidential

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Tazewell Co Public Schools

Transportation Dept.

Fuel for SY 24-25

- Gallons 113, 696
- Cost Average

  Diesel $2.91 per gallon

  Gas $2.64 per gallon

Total Spent for Fuel $ 298,779.16 (Transportation Dept.)

Trips

- Total trips for the County SY24-25
  - 1857 Trips (Buses)
  - 86,764 Miles
    - Does not include Vans

New Buses / Vans

Graham

1 Special Needs

1 New Van

New Activity Bus

Delivery Date

Aug. 11th

New Buses / Vans

Tazewell

- 2 New 65 passengers
- 1 Special Needs
- 1 New Van

New Buses / Vans

Richlands

- 3 New 65 passengers
- 1 Special Needs
- 1 New Van

Graham Bus Routes

13 Regular Routes

2 Special Needs Routes

15 Total Routes

Tazewell Bus Routes

18 Regular Routes

3 Special Needs Routes

21 Total Routes

Richlands Bus Routes

26 Regular Routes

3 Special Needs Routes

29 Total Routes

Drivers

Shortage

Graham Area 1 Drivers

Tazewell Area 2 Drivers

Richlands Area 0 Drivers

All Area needs sub drivers