



Brevard Academy

Monthly Board Meeting

Published on August 12, 2025 at 7:34 PM EDT
Amended on August 13, 2025 at 12:36 PM EDT

Date and Time

Tuesday August 19, 2025 at 5:30 PM EDT

Mission:

The Mission of Brevard Academy is to prepare its students to achieve academic excellence through the Core Knowledge Sequence. Through a partnership involving students, teachers, and parents the school strives to create citizens with strong moral character and active intellectual inquiry.

Vision:

Brevard Academy: A Challenge Foundation Academy (BA-CFA) a K-8 public charter school develops and encourages motivated, intellectually curious students who are skilled in critical thinking, individual expression, and problem-solving. From their diverse backgrounds, students accept our challenge to pursue personal and academic excellence. Through this pursuit, they become confident members of their community who lead by serving others.

Strategic Goals:

1. Ensure Academic Success for Every Student
2. Actively Engage Stakeholders to Strengthen and Enrich Our Communities
3. Recruit, Hire and Retain Highly Effective Personnel
4. Use Resources Effectively and Be Fiscally Responsible
5. Provide Effective and Innovative Learning Environments

Agenda

	Purpose	Presenter	Time
I. Work Session			5:30 PM
A. Work Session	Discuss	Ted Duncan	30 m
II. Opening Items			6:00 PM
A. Call the Meeting to Order		Mark Campanini	1 m
B. Record Attendance		Jennifer Silva	1 m
C. Approve Meeting Agenda	Vote	Jamie Atkinson	1 m
D. Approve Minutes	Approve Minutes	Jennifer Silva	1 m
Approve minutes for Board Planning Retreat on July 7, 2025			
E. Pledge of Allegiance		Mark Campanini	1 m
III. Regular Meeting Business			6:05 PM
A. Good News	FYI	Ted Duncan	5 m
B. Opportunity for Public Comment	FYI	Jamie Atkinson	10 m
<p>To be recognized by the Chair, an individual needs only to sign in (5 minutes) prior to the meeting being called to order. Each speaker is allowed three minutes unless otherwise specified by the Chair (individuals shall not yield minutes to other individuals). You may supplement or submit public comments electronically or handwritten to the School Director or Board Chair.</p> <p>*Please note that it is a violation of law to discuss personnel and private matters in a public meeting. It is also a violation of law to make slanderous remarks or to cast false accusations in a public meeting.*</p>			
IV. Committee Reports			6:20 PM
A. Finance	FYI	Paul Cooper	5 m
USDA Loan Resolution to pursue the loan (Action Needed)			

	Purpose	Presenter	Time
Staff Student Recruitment (Action Needed)			
B. Governance and Policy	FYI	Abe Pallas	5 m
Updated Policies (Action Needed)			
<ul style="list-style-type: none"> • Non-Title IX Bullying and Discrimination • Title IX Bullying and Discrimination • Wireless Communication • Internet Safety 			
These policy updates all align with NC law.			
C. Development/Fundraising	FYI	Jennifer Silva	5 m
D. Long-Range Planning	FYI	Jamie Atkinson	10 m
Officer Nomination and Election (Action Needed)			
Board and CEO Action Calendar (Action Needed)			
Talking Points for Board Members			
E. Academic Excellence Update	FYI	Abe Pallas	5 m
Proposed AIG Plan (Action Needed)			
F. Facilities	FYI	Tyree Griffin	5 m
Swing Building Modification (Action Needed)			
Campus Outdoor Space (Action Needed)			
Trane Maintenance (Action Needed)			
V. Director Report			6:55 PM
A. Director Report	FYI	Ted Duncan	10 m
1. Director Requests (Action Needed)			
1. Permission to Submit Safety and SRO Grants for the 2025-2026 School Year			
2. Permission to Submit Federal Grants for the 2025-2026 School Year			
3. Newly Hired Staff			
1. Facilities Coordinator--Trina Burns			
2. EC Assistant--Yraya Sanchez			
3. EC Assistant--Lucas Newton			
4. EC Teacher--AnneMarie Romero			
5. Multi-Language Learner--Alana Anderson			

	Purpose	Presenter	Time
2. School Funding Update			
1. State funding for charters has changed. It can be based on 1 of 2 models:			
1. Enrollment (ADM) for the 1st 20 days from the prior school year.			
2. Highest enrollment per/grade level from Days 1-20 or Days 21-40 (whichever is higher).			
VI. Other Business			7:05 PM
A. Announcement of Next Meeting	FYI	Mark Campanini	1 m
VII. Closing Items			7:06 PM
A. Adjourn Meeting	Vote	Jamie Atkinson	1 m

This meeting is a public meeting of the BA-CFA Board in public for the purpose of conducting the School Corporation’s business and is not to be considered a public community meeting. There will be time for public participation as indicated on the agenda.

Coversheet

Approve Minutes

Section:	II. Opening Items
Item:	D. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board Planning Retreat on July 7, 2025

DRAFT



Brevard Academy

Minutes

Board Planning Retreat

Date and Time

Monday July 7, 2025 at 10:00 AM

Location

TBD

Mission:

The Mission of Brevard Academy is to prepare its students to achieve academic excellence through the Core Knowledge Sequence. Through a partnership involving students, teachers, and parents the school strives to create citizens with strong moral character and active intellectual inquiry.

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Strategic Goals:

1. Ensure Academic Success for Every Student
 2. Provide Effective & Innovative Learning Environments
 3. Recruit, Hire and Retain Highly Effective Personnel
 4. Use Resources Effectively & Be Fiscally Responsible
-

5. Engage Our Communities

Directors Present

Abe Pallas, Brandon Smith, Jamie Atkinson, Jennifer Silva, Mark Franklin (remote), Paul Cooper, Tyree Griffin

Directors Absent

None

Guests Present

Ted Duncan

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Jamie Atkinson called a meeting of Brevard Academy to order on Monday Jul 7, 2025 at 10:14 AM.

C. Approve Minutes

Paul Cooper made a motion to approve the minutes from Board Meeting on 06-18-25.
Tyree Griffin seconded the motion.
The team **VOTED** unanimously to approve the motion.

II. CEO Support And Eval

A. CEO Support Plan

Discussion and Review of Timeline:

1. Review of current CEO Evaluation Support plan and timelines by Quarter
2. Review of job description and discussion
 1. Stand up CEO Evaluation Committee
 1. Mark Franklin will Chair the committee, Jamie Atkinson will Co-Chair and Jen Silva will be a member

B. CEO Areas of Support

1. CEO Areas of Support

1. Board on Track Tools
2. Fundraising/Development
3. Board Member Recruitment - consider strategies for the recruitment of new board members and specifically, looking for those members that have experiences where we have defects
4. Standard Work for Board Meeting Preparation
 1. Previous Agenda
 2. Upcoming Minutes
 3. Review Action Calendar/Operational Plan (all tabs)
 4. Updates for Board Meeting from Committees including approvals; begin to add to the Agendas directly as a long term goal (will review and have a full demo in a future month)
 5. All items to be reviewed/completed by the second Wednesday of the month

C. Action Calendar for 2025-2026 School Year

1. Reviewed Current BA Action Calendar (current actions and deliverables) **[Tab 1]**
2. BOT calendar as a reminder calendar **[Tab 2]**
3. Operational Plan **[Tab 3]**
 1. Priority/Goal/Action/Metrics formatted template - review of proposed template to be able to have a platform to be able to review the current state of operational plan and review by quarter or other defined timeline based on the needs of the committee or School Director

III. Fundraising

A. Marketing Plan

1. Review of Rhodes Marketing Plan
 1. Social Media Posts <https://www.facebook.com/BrevardCFA/>
 2. AmeriCorp
 3. Summer Socials
 4. Staff Members/Students
 5. Top 10
 6. Bus Caption
 7. Clothing Drive
 8. Testimonials
 9. Impact report from Rhodes showing what has been done with the money to share with the community/those who have donated
2. Giving Day
 1. Goal was \$10,000 in 36 hours (note that this was September 25, 2025, day before Hurricane Helene)

2. For 2025, will be money, time as the focus. Goal will also be \$10,000 and will be for the Arts program.

1. Considerations for the name of the day - Investment Day?
Engagement Day?
2. Stories of success and what is the long term benefits and are their outcomes we can highlight

B. Strategic Fund Development

1. This Week at Brevard Academy email goes out to all who have donated and all parents (opt in)

IV. Governance and Policy

A. Annual Board Training

Board members will complete this on their own time, content is available in the agenda.

V. Long-Range Planning and Visioning

A. Board Recruitment Plan

1. Review of the demographics and discussion related to the current components that we have related to skills/gaps.
2. Discussion of current process that is being used for recruitment for the Board and policy.
3. Brainstorm related to modifications to process. Considerations related to the flexibility and timeframes related to recruitment.
4. Goal is to have 9 board members. If we achieve this, we could consider having a different pathway for seasonal recruitment and moving back to open recruitment if drop back below 9. Will continue with 3 meeting requirement for orientation.
5. Updated policy CFA-2000-Board Development will be modified and voted upon during an upcoming board meeting to finalize edits.

B. Strengthening Committees

1. Working well - High level goals are defined for each committee
2. Areas for continued strength - Use of Board Calendar to proactively plan and ensure that committee movement stays progressive
3. Goals will be added to each of the committees and each chair can track tasks

VI. Other Business

A. 2025-2026 BOD Meeting Dates

- Tuesday, August 19

- Wednesday, September 17
- Wednesday, October 15
- Wednesday, November 19
- Wednesday, December 17
- Wednesday, January 21
- Wednesday, February 18
- Wednesday, March 25
- Wednesday, April 15
- Wednesday, May 20
- Wednesday, June 17

July is strategic planning retreat month.

B. Summer Updates

1. Building

1. All floors have been cleaned and waxed and hallways are next.
2. FEMA funds claiming are still in process.
3. Seeking contracting custodial service to assist with the all areas of the school.
4. New bus, Anne Frank, will be ready soon.
5. Discussed bus mechanics plan.

2. Staff

1. Seeking a building and grounds manager.
2. Seeking bus drivers.
3. Seeking a cross country coach.
4. Seeking staff members (2) for additional support for IEPs.

3. Enrollments

1. Fully enrolled currently.

4. Misc.

1. Summer school ends this week.
2. Charter School Conference (Wilmington) is next week, 4 presenters from BA.

VII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:38 PM.

Respectfully Submitted,
Jennifer Silva

Documents used during the meeting

- Customizable BoardOnTrack Recommended Calendar.docx
- Sample Recommended Calendar.docx.pdf
- BoardTraining.2025.pptx
- Recruitment Tips Booklet.pdf
- Developing Board Goals (updated 1_5_2024.docx

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Coversheet

Finance

Section:	IV. Committee Reports
Item:	A. Finance
Purpose:	FYI
Submitted by:	
Related Material:	USDA BOD Resolution.pdf Staff Student Recruitment.pdf



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RESOLUTION OF BREVARD ACADEMY BOARD OF DIRECTORS

The Board of Directors of Brevard Academy hereby resolves as following, this the ___th day of _____, 2025:

1. Ted Duncan, the current School Director, has authority to execute and sign the USDA Loan Agreement.

Vote and approved _____, 2025

_____, Board Secretary

Staff Student Recruitment

Goals:

- Reach full enrollment.
- Provide additional bonuses to staff members.

How it works:

- For each student a staff member recruits to enroll at BA, he/she will get a bonus of \$250 if the student stays enrolled through December.
- If the student reenrolls the following year, the staff member would receive an additional bonus of \$250.

Bonuses are paid out in January each year.

Proposed

Coversheet

Governance and Policy

Section: IV. Committee Reports
Item: B. Governance and Policy
Purpose: FYI

Submitted by:

Related Material:

Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying And Complaint Process Policy 4232_5131_7180.pdf

BA-CFA Policy 4231_5130_7180 TITLE IX POLICY AND GRIEVANCE PROCEDURES 25 .pdf

Comprehensive Internet Safety Policy.pdf

Brevard Academy Policy on Personal Electronic Devices and Wireless Communication Devices--NC Law.pdf

SECTION: 4000 Students and Parents/5000*Policy Code: 4232/5131/7180***Community Relations/7000 Personnel***Approved: DATE***Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying And Complaint Process****Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying And Complaint Process**

No student or School employee shall be subjected to bullying or harassing behavior by School employees or students as defined and set forth below. Brevard Academy takes seriously all complaints of discrimination, harassment, and bullying. The process provided in this policy is designed for those individuals who believe that they may have been discriminated against unlawfully, bullied, or harassed in violation of Brevard Academy's Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying Policy. Individuals who have witnessed or have reliable information that another person has been subject to unlawful discrimination, harassment, or bullying also should report such violations in the manner provided in this policy. Reports may be made anonymously. This policy applies to violations under Title VI. This policy does not apply where an individual seeks to assert allegations regarding or related to the identification, evaluation, educational placement, or free appropriate public education of a student under Section 504 or the IDEA, such allegations may be raised through the procedures governing such matter. This Policy also does not apply to Title IX complaints, behavior falling within Title IX or Title VII complaints. Please refer to the corresponding School's policies for Title IX and VII matters.

Definitions:

As used in this policy, "bullying or harassing behavior" is any pattern of gestures or written, electronic, or verbal communications, or any physical act or any threatening communication, that takes place on school property, at any school-sponsored function, or on a school bus, and that:

1. Places a student or school employee in actual and reasonable fear of harm to his or her person or damage to his or her property; or
2. Creates or is certain to create a hostile environment by substantially interfering with or impairing a student's educational performance, opportunities, or benefits. For purposes of this section, "hostile environment" means that the victim subjectively views the conduct as bullying or harassing behavior and the conduct is objectively severe or pervasive enough that a reasonable person would agree that it is bullying or harassing behavior.

"Cyber-bullying and cyber-harassment" are any words, actions, or conduct that meet the definitions of bullying or harassing behavior described in this policy, and are conveyed via email, text message, Internet message boards, interactions on social media, or other electronic media. Bullying or harassing behavior includes, but is not limited to, acts reasonably perceived as being motivated by any actual or perceived differentiating characteristic, such as race, color, religion, ancestry, national origin, gender, socioeconomic status, academic status, gender identity, physical appearance, sexual orientation, or mental, physical, developmental, or sensory disability, or by association with a person who has or is perceived to have one or more of these characteristics.

SECTION: 4000 Students and Parents/5000*Policy Code: 4232/5131/7180***Community Relations/7000 Personnel***Approved: DATE***Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying And Complaint Process**

No student or school employee shall be subjected to bullying or harassing behavior by school employees or students.

No person shall engage in any act of reprisal or retaliation against a victim, witness, or a person with reliable information about an act of bullying or harassing behavior.

A school employee who has witnessed or has reliable information that a student or school employee has been subject to any act of bullying or harassing behavior shall report the incident to the appropriate school official.

A student or volunteer who has witnessed or has reliable information that a student or school employee has been subject to any act of bullying or harassing behavior should report the incident to the appropriate school official.

Reporting

Mandatory Reporting by School Employee: Any employee or volunteer who witnessed or who has reliable information or reason to believe that an individual may have been discriminated against, harassed, or bullied in violation of this policy must report the offense immediately to the School Director. An employee who does not promptly report possible discrimination, harassment, or bullying shall be subject to disciplinary action.

Anonymous Reporting: Reports under this policy may be made anonymously, but formal disciplinary action may not be taken solely on the basis of an anonymous report.

Reports by Students and/or Parents/Guardian: Any individual who believes they have been subject to conduct or communication in violation of this policy are strongly encouraged to file a complaint in writing to any of the following:

- a. Brevard Academy counselor, teacher, dean of students, principal or assistant principal of Brevard Academy for any claim of discrimination, harassment or bullying, including Title VI complaints;
- d. the Title IX coordinator for claims of sex discrimination or sexual harassment;
- c. the Section 504 coordinator or the ADA coordinator for claims of discrimination on the basis of a disability; or
- d. any member of the Board if the alleged perpetrator is the School Director.

Investigation of Reports

Reports of discrimination, harassment, or bullying under this policy will be investigated sufficiently to determine whether further action under this policy or otherwise is necessary, and school officials shall take such action as appropriate under the circumstances. Brevard Academy will follow its Code of Conduct for all investigations and discipline for behavior falling under this policy.

Time Period for Filing a Complaint

A complaint should be filed as soon as possible but no later than 30 days after disclosure or discovery of the facts giving rise to the complaint. Complaints submitted after the 30-day period may be investigated at the discretion of school officials; however, individuals should recognize

SECTION: 4000 Students and Parents/5000

Policy Code: 4232/5131/7180

Community Relations/7000 Personnel

Approved: DATE

**Non-Title IX Prohibition Against Discrimination,
Harassment, and Bullying And Complaint
Process**

that delays in reporting may significantly impair the ability of school officials to investigate and respond to such complaints.

SECTION: 4000 STUDENTS AND PARENTS/ 5000*Policy Code: : 4231/5130/7180***COMMUNITY RELATIONS/ 7000 PERSONNEL***Approved: DATE***TITLE IX POLICY AND GRIEVANCE PROCEDURES**

Title IX Discrimination and Harassment Policies For Students and Staff Members

Title IX provides that “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.”

It is the policy of Brevard Academy that students should not be subjected to forms of unlawful discrimination or harassment, while at school or school-sponsored activities. Furthermore, the policy’s intent is to address the issue in a proactive manner through the establishment of a system for educating students and staff at the School regarding the identification, prevention, intervention, and reporting of such anti-social acts. The School acknowledges the dignity and worth of all students and strives to create a safe, orderly, caring and inviting school environment to facilitate student learning and achievement. The School strives to model an inclusive environment and prohibits discrimination and harassment on the basis of gender or sex, including sexual orientation and LGBTQ+ identification. The School will not tolerate any form of unlawful discrimination or harassment in any of its educational or employment activities or programs based on such protected classifications.

A. PROHIBITED BEHAVIORS AND CONSEQUENCES**1. Discrimination or Harassment**

Students, employees, contractors, volunteers and visitors are expected to behave in a civil and respectful manner. In accordance with Title IX, the School expressly prohibits discrimination or harassment based on sex or gender and prohibits sexual harassment (including sexual violence) and gender-based harassment. Sexual harassment is unwelcome conduct of a sexual nature. It includes unwelcome conduct on the basis of sex, requests for sexual favors in exchange for benefits (quid pro quo), and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual violence is a form of sexual harassment. Sexual violence refers to physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent. A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. In accordance with Title IX, the School also prohibits gender-based harassment, which is unwelcome conduct based on a student’s sex, harassing conduct based on a student’s failure to conform to sex stereotypes.

Sex-based harassment can be carried out by school employees, other students, and third parties. All students can experience sex-based harassment, including male and female students, LGBTQ+ students, students with disabilities, and students of different races, national origins, and ages. Title IX protects all students from sex-based harassment, regardless of the sex of the parties, including when they are members of the same sex.

2. Retaliation

The School prohibits intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation,

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proceeding, or hearing under Title IX. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. As such, the School prohibits reprisal or retaliation against any person for reporting or intending to report violations of this policy, supporting someone for reporting or intending to report a violation of this policy, or participating in the investigation of reported violations of this policy. After consideration of the nature and circumstances of the reprisal or retaliation and in accordance with applicable laws, policies, and regulations, the School Director or designee shall determine the consequences and remedial action for a person found to have engaged in reprisal or retaliation.

The exercise of rights protected under the First Amendment does not constitute retaliation. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under Title IX does not constitute retaliation prohibited under this policy, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

B. APPLICATION OF POLICY

This policy prohibits unlawful discrimination or harassment by students, employees, volunteers, contractors, and visitors. This policy is intended to apply to student's vis a via other students, faculty, staff, volunteers/visitors, or contractors. This policy also applies to employees, volunteers/visitors, and contractors. This policy applies to behavior that takes place within the School's "education program or activity," which includes, but is not necessarily limited to, behavior:

1. in any school building or on any school premises before, during or after school hours;
2. on any bus or other vehicle as part of any school activity;
3. at any bus stop;
4. during any school-sponsored activity or extracurricular activity;
5. at any time or place when the individual is subject to the oversight and authority of school personnel;
6. at any time or place when the behavior has a direct and immediate effect on maintaining order and discipline in the schools; and
7. while using school or personal electronic communications, including employee and student emails, text messaging, instant messaging, chat rooms, blogging, websites and social networking websites (i.e., Snapchat or Instagram).

C. DEFINITIONS

For purposes of this policy ONLY, the following definitions apply:

1. Discrimination

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Discrimination means any act or failure to act that unreasonably and unfavorably differentiates treatment of others based solely on the basis of gender or sex (including transgender and LGBTQ+ identification). Discrimination may be intentional or unintentional.

2. Harassment

Prohibited harassment, including sexual harassment, under this policy means conduct on the basis of sex/gender that satisfies one or more of the following:

1. An employee conditioning the provision of an aid, benefit or service on an individual's participation in unwelcome sexual conduct (i.e., quid pro quo)
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to an education program, employment, or activity (i.e., hostile environment)
3. Sexual assault (as defined by Clery Act), or "dating violence," "domestic violence" and "stalking" (as defined by Violence Against Women Act).

For purposes of this policy, "hostile environment" means that the harassment is objectively severe and pervasive enough that a reasonable person would agree that it is harassment and must be based on sex or gender. A hostile environment may be created through pervasive or persistent misbehavior if sufficiently severe.

Examples of behavior that may constitute harassment include, but are not limited to, verbal taunts, name-calling and put-downs, epithets, derogatory comments or slurs, lewd propositions, exclusion from peer groups, extortion of money or possessions, implied or stated threats, assault, impeding or blocking movement, offensive touching or any physical interference with normal work or movement, and visual insults, such as derogatory posters or cartoons. Legitimate age-appropriate pedagogical techniques are not considered harassment. Harassment, including sexual or gender-based harassment, is not limited to specific situations or relationships. It may occur between fellow students or co-workers, between supervisors and subordinates, between employees and students, or between non-employees, including visitors, and employees or students. Harassment may occur between members of the opposite sex or the same sex.

Examples of sexually harassing conduct includes, but is not limited to, deliberate, unwelcome touching that has sexual connotations or is of a sexual nature, suggestions or demands for sexual involvement accompanied by implied or overt promises of preferential treatment or threats, pressure for sexual activity, continued or repeated offensive sexual flirtations, advances or propositions, continued or repeated verbal remarks about an individual's body, sexually degrading words used toward an individual or to describe an individual, sexual violence, or the display of sexually suggestive drawings, objects, pictures or written materials. Acts of verbal, nonverbal, or physical aggression, as well as intimidation or hostility based on sex, but not involving sexual activity or language, may be combined with incidents of sexually harassing conduct to determine if the incidents of sexually harassing conduct are sufficiently serious to create a sexually hostile environment.

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Gender-based harassment is also a type of harassment. Gender-based harassment may include acts of verbal, nonverbal, or physical aggression, as well as intimidation or hostility based on sex or sex-stereotyping but not involving conduct of a sexual nature.

3. Conduct Not Covered by This Policy

Conduct that does not meet the definitions set forth above in this Title IX Policy are not subject to the School's Title IX Policy or any reporting/grievance procedures that govern Title IX matters. However, such conduct may still constitute a violation of other School policy, including the School's Code of Conduct, non-discrimination policy, and bullying policy. Please refer to and follow those policies for such conduct.

TO REPORT A VIOLATION OF THIS POLICY: PLEASE REFER TO Brevard Academy' TITLE IX REPORTING AND GRIEVANCE POLICY.

This Policy as it pertains to Title IX shall remain in effect to the extent required by law.

Title IX Coordinator's Duties, Notice, Reporting And Grievance Policy

This Policy sets forth the School's Notice, Reporting and Grievance policy for Title IX matters and should be read in conjunction with the School's Title IX policy. This Policy only pertains to Title IX and alleged violations of Title IX. It does not apply to any other type of discrimination, harassment or bullying. Please refer to the School's other policies, including Non-Discrimination and Harassment Policy, and student conduct policies when Title IX does not apply.

Please direct questions, concerns, reports, and formal complaints to the Academy's Title IX Coordinator:

Ted Duncan
School Director and Title IX Coordinator
tduncan@brevardacademy.org
828-885-3111

1. TRAINING AND PROGRAMS

The designated Title IX Coordinator shall establish training and other programs that are designed to help eliminate unlawful discrimination or harassment and foster an environment of understanding and respect for all members of the school community. Information about this policy and the related complaint procedure must be included in the training plan. The training or programs should:

- (1) provide examples of behavior that constitutes unlawful discrimination or harassment;
- (2) teach employees to identify groups that may be the target of unlawful discrimination, or harassment; and

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(3) train school employees to be alert to locations where such behavior may occur, including locations within school buildings, at school bus stops, on cell phones and on the Internet.

In addition, training of Title IX personnel, including the Title IX Coordinator, Investigator(s) and Decision-maker(s), must include training:

1. On the definition of the definitions of prohibited conduct, including sexual harassment;
1. The scope of the school's education program or activity;
2. How to conduct an investigation;
3. The grievance process including appeals, and informal resolution processes;
4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
5. Relevance, including how to apply the rape shield protections provided only for complainants.

Moreover, training for Title IX personnel, including the Coordinator, Investigator(s), Decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of sexual harassment. The School will post materials used to train Title IX personnel on their websites for a minimum of seven (7) years after posted, if any, or make materials available for members of the public to inspect.

2. NOTICE

The designated Title IX Coordinator is responsible for providing effective notice to job applicants, student applicants, students, parents, and employees of the procedures for reporting and investigating complaints of unlawful sex/gender discrimination and harassment. This policy will be posted on the School's website, and copies of the policy are available at the front office. Notice of this policy will appear in all job applicant information, admissions information, student and employee handbooks, and in any School publication that sets forth the comprehensive rules, procedures, and standards of conduct for students and employees.

3. TITLE IX COORDINATOR

The Title IX Coordinator is responsible for monitoring the overall implementation of Title IX for the SCHOOL and coordinating the institution's compliance with Title IX in all areas covered by the implementing regulations. The major responsibility is the prevention of sexual harassment and discrimination. Other major monitoring duties include, but are not limited to, the following recruitment and admissions, educational programs and activities, hiring and employment. Other areas of consideration include:

- Participating in the development and implementation of the SCHOOL's sexual harassment policy.
- Assisting faculty, counselors and administrators in complying with Title IX, and when a need arises, planning remedial actions.
- Making your presence known in the community by disseminating civil rights information or by speaking at parent-teacher group meetings, social or professional organization meetings, and other community functions.
- Serving as a resource on Title IX/gender issues.
- Monitoring and evaluating the SCHOOL's Title IX compliance efforts and making recommendations for any appropriate changes.
- Providing updated information to schools on Title IX implementation and issues.

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- Identifying and disseminating information about Title IX educational resources (organizations, individuals, print, internet, and audio-visual)

4. EVALUATION

The School Director or designee shall evaluate the effectiveness of efforts to correct or prevent unlawful sex/gender discrimination and harassment and shall share these evaluations periodically with the School's Board.

5. CONFIDENTIALITY

The recipient, whether a School employee, staff member, contractor, or the Title IX Coordinator, must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA or as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to the Title IX grievance procedures. The Title IX Coordinator shall maintain confidential records of complaints or reports of unlawful discrimination or harassment. The records will identify the names of all individuals accused of such offenses and the resolution of such complaints or reports. The Title IX Coordinator also shall maintain records of training conducted and corrective action(s) or other steps taken by the School to provide an environment free of unlawful discrimination or harassment. The School Director shall report to the Board all verified cases of unlawful discrimination or harassment under the School's Title IX Policy.

6. REPORTING TITLE IX VIOLATIONS**1. For Students:**

- To report discrimination, harassment, and sexual harassment/misconduct based on sex/gender, students or their parents should contact a trusted teacher or advisor, grade-level Principal, School Director and/or Title IX coordinator immediately and file a complaint.
- Employees are required to report any actual or suspected violations of this policy. When anyone reports harassment and/or discrimination to a school employee, that employee shall notify the Title IX Coordinator, grade-level Principal, or School Director, as soon as possible and within 24 hours.
- If the School Director is involved in the allegation, then another administrator will immediately inform the Chair of the Board of Directors.

2. For Employees: for discrimination, harassment, and sexual harassment complaints based on sex/gender, employees should contact the Title IX coordinator immediately and follow the School's harassment and discrimination policy as well as its Title IX Reporting and Grievance policy.

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3. Students, parents, volunteers, visitors or others are also strongly encouraged to report any actual or suspected incidents of discrimination or harassment based on sex/gender under this policy. Reports may be made anonymously, and all reports shall be investigated in accordance with that policy.

4. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by e-mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

5. Reporting may be made at any time, including during non-business hours, by using the telephone number or e-mail address, or by mail to the office address listed for the Title IX Coordinator.

G. DEFINITIONS

As used in this and all other Title IX related policies, the following definitions shall apply.

1. "Complainant" is as an individual who is alleged to be the victim of conduct that could constitute sexual harassment. This means that any third party as well as the complainant may report sexual harassment. While parents and guardians do not become complainants (or respondents), parents and guardians have a right to act on behalf of parties (including by filing formal complaints) in Title IX matters.
2. "Respondent" is as an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
1. "Formal complaint" is as a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school investigate the allegation of sexual harassment and state that at the time of filing a formal complaint, a complainant was participating in or attempting to participate in the education program or activity of the School with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator, and by any additional method designated by the school.
2. "Document filed by a complainant" means a document or electronic submission (such as by e-mail or through an online portal provided for this purpose by the school) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or a party during a grievance process, and must comply with requirements for Title IX personnel to be free from conflicts and bias.
3. "Supportive measures" are individualized services reasonably available that are non- punitive, non-disciplinary, and not unreasonably burdensome to the other party while designed to ensure equal educational access, protect safety, or deter sexual harassment. The School's selection of supportive

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measures and remedies shall be based on what is not clearly unreasonable in light of the known circumstances.

H. MANDATORY RESPONSE AND PROCEDURAL OBLIGATIONS

The School is required to respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment or allegations relevant to mandatory reporting laws in North Carolina. Notice to the Title IX Coordinator or to any School employee, board member, or official with authority to institute corrective measures on the School's behalf, charges the School with actual knowledge and triggers the School's response obligations under Title IX.

The School will respond promptly to Title IX sexual harassment or discrimination in a manner that is not deliberately indifferent, which means a response that is not clearly unreasonable in light of the known circumstances. The School shall also comply with the following mandates:

1. The School will offer supportive measures to the person alleged to be the victim (referred to as the "complainant").
2. The Title IX Coordinator will promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
1. The School will follow the grievance process set forth herein before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent.
2. The School will not restrict rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment, when complying with Title IX.
3. The School will investigate sexual harassment allegations in any formal complaint, which can be filed by a complainant, or signed by a Title IX Coordinator.
4. A complainant's wishes with respect to whether the school investigates should be respected unless the school determines that not pursuing an investigation would be deliberately indifferent (or that pursuing an investigation is necessary for community safety or similar reasons), in which case the Title IX Coordinator may sign complaint even if the complainant does not file a formal complaint (doing so will not be viewed as adversarial toward the respondent).
5. If the allegations in a formal complaint do not meet the definition of sexual harassment as defined in the School's Title IX policy, or the alleged conduct did not occur in the School's education program or activity, against a person in the United States, the School must dismiss such allegations for purposes of Title IX. However, the School may still address the allegations in any manner the School deems appropriate under the School's code of conduct or other policies.
6. Treat complainants equitably by providing remedies any time a respondent is found responsible, and treat respondents equitably by not imposing disciplinary sanctions without following the grievance process set forth herein.
7. Remedies, which are required to be provided to a complainant when a respondent is found responsible, must be designed to maintain the complainant's equal access to education and may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

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8. All Title IX personnel (Title IX Coordinators, investigators, decision-makers, people who facilitate any informal resolution process) shall be free from conflicts of interest or bias for or against complainants or respondents.

9. There is a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

10. The School's grievance process shall not use, rely on, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

11. Any provisions, rules, or practices that a school adopts as part of its grievance process for handling formal complaints of sexual harassment must apply equally to both parties (complainant and respondent).

12. The standard of evidence to determine responsibility is the preponderance of the evidence standard for all formal complaints of sexual harassment, whether the respondent is a student or an employee (including faculty member).

I. SUPPORTIVE MEASURES, REMEDIES AND DISCIPLINARY SANCTIONS

Supportive measures include: services, accommodations, and/or other assistance that the School puts in place for a complainant after receiving notice of alleged sexual misconduct but before any final outcomes – investigatory, disciplinary, or remedial – have been determined. The School wants students and employees to be safe, to receive appropriate medical attention, and to get the help they need to heal and to continue to access their educational opportunities. We also want students and employees to understand their reporting options and how to access available interim measures.

Upon receiving a report of sexual harassment, the School will provide the complainant, or their advocate, with a written explanation of the interim measures available at School and through local community resources [insert name of local resources] and shall ask complainants, or their advocates, what measures are sought. Some possible interim measures are listed below, and the School determines which measures are appropriate for a particular complainant on a case-by-case basis. Not all of the measures listed below will be necessary in every case to keep victims safe and ensure their equal access to educational programs and activities. If the complainant or advocate identifies an interim measure that is not already provided by the School, the School will consider whether the request can be granted. In those instances where interim measures affect both a complainant and the respondent, the School will minimize the burden on the complainant wherever appropriate while ensuring that the measures are non-disciplinary and non-punitive prior to reaching a determination regarding responsibility.

A complainant or their advocate may request the interim measures listed below. The School – after consulting with the complainant and/or their advocate – will determine which measures are appropriate to ensure the complainant's safety and equal access to educational programs and activities:

- Academic accommodations, including change in classes, testing, or assignments;
- Medical and mental health services, including counseling;
- Modifications to extracurricular activities, field trips or on or off-campus activities;

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- A “no contact” directive pending the outcome of an investigation. Such a directive serves as notice to both parties that they must not have verbal, electronic, written, or third party communication with one another;
- Providing an escort to ensure that the student can move safely between school programs and activities;
- Transportation accommodations; and
- Assistance identifying an advocate to help secure additional resources or assistance including off-campus and community advocacy, support, and services.

Remedies Include:

Depending on the specific nature of the problem, remedies for the complainant may include, but are not limited to:

- Providing an effective escort to ensure that the complainant can move safely between classes and activities;
- Ensuring the complainant and perpetrator do not share classes or extracurricular activities;
- Moving the perpetrator or complainant (if the complainant requests to be moved) to a different residence hall or, in the case of an elementary or secondary school student, to another school within the district;
- Providing comprehensive, holistic victim services including medical, counseling and academic support services, such as tutoring;
- Arranging for the complainant to have extra time to complete or re-take a class or withdraw from a class without an academic or financial penalty; and
- Reviewing any disciplinary actions taken against the complainant to see if there is a causal connection between the sexual violence and the misconduct that may have resulted in the complainant being disciplined.

When a respondent is found responsible for sexual harassment, the School will offer all remedies needed to eliminate the harm to the complainant and the school community and prevent the recurrence of sexual harassment. Simply sanctioning a respondent found responsible, in some cases, may be insufficient to eliminate a hostile environment. Rather, in addition to sanctions, the School may consider offering appropriate remedies for the broader student/staff population after the final outcome, including the following:

- Training or retraining school employees on the school’s responsibilities to address allegations of sexual violence and how to conduct Title IX investigations;
- Developing materials on sexual harassment, which should be distributed to all staff and students;
- Conducting bystander intervention and sexual harassment prevention programs with students and/or staff;
- Issuing policy statements or taking other steps that clearly communicate that the school does not tolerate sexual harassment and will respond to any incidents and to any student who reports such incidents;

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- Conducting, in conjunction with student leaders, a School climate check to assess the effectiveness of efforts to ensure that the school is free from sexual violence, and using that information to inform future proactive steps that the school will take;
- Targeted training for a group of students if, for example, the sexual harassment created a hostile environment (i.e., on an athletic team);
- When a school is unable to conduct a full investigation into a particular incident (i.e., when it received a general report of sexual violence without any personally identifying information), it should consider remedies for the broader student population in response.

Disciplinary sanctions include:

- For Students found responsible: verbal warning, written warning, interim suspension, restitution, suspension, required participation in appropriate training, counseling, required completion of a probationary period without additional infractions, or requiring the respondent to stay away from the complainant for a period of time.
- For Employees found responsible: sanctions for violations of Title IX vary depending on severity from formal written warning to dismissal.

J. INVESTIGATIONS

The School shall investigate the allegations in any formal complaint and send written notice to both parties (complainants and respondents) of the allegations upon receipt of a formal complaint.

The School, through the Title IX Coordinator or other authorized School official, shall designate an impartial individual to serve as the Investigator and conduct an investigation. The Investigator may be the Title IX Coordinator. However, the Investigator shall not be someone with a conflict of interest or bias. The School may choose an outside investigator, School employee or contractor to conduct the investigation. During the grievance process and when investigating, the Investigator shall comply with the following:

1. The burden of gathering evidence and burden of proof must remain on the School, not on the parties.
2. The School must provide equal opportunity for the parties to present fact and expert witnesses and other inculpatory and exculpatory evidence.
3. The School must not restrict the ability of the parties to discuss the allegations or gather evidence (e.g., no “gag orders”).
4. Parties must have the same opportunity to select an advisor of the party’s choice who may be, but need not be, an attorney.
5. The School shall send a written notice to the parties (complainant and respondent) of any investigative interviews, meetings, or hearings.
6. The School shall send the parties, and their advisors, evidence directly related to the allegations, in electronic format or hard copy, with at least 10 calendar days for the parties to inspect, review, and respond to the evidence.

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7. The School shall send the parties, and their advisors, an investigative report that fairly summarizes relevant evidence, in electronic format or hard copy, with at least 10 calendar days for the parties to respond.
8. The School shall dismiss allegations of conduct that do not meet the definition of sexual harassment set forth in the School's Title IX policy or did not occur in a school's education program or activity against a person in the U.S. Such dismissal is only for Title IX purposes and does not preclude the School from addressing the conduct in any manner the school deems appropriate.
9. The School may, in its discretion, dismiss a formal complaint or allegations therein if the complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein, if the respondent is no longer enrolled or employed by the school, or if specific circumstances prevent the school from gathering sufficient evidence to reach a determination.
10. The School shall give the parties written notice of a dismissal (mandatory or discretionary) and the reasons for the dismissal.
11. The School may, in its discretion, consolidate formal complaints where the allegations arise out of the same facts.
12. The School shall protect the privacy of a party's medical, psychological, and similar treatment records and shall not access or use such records unless the School obtains the party's voluntary, written consent to do so.

K. DECISION-MAKER

The School, through the Title IX Coordinator or other authorized School official, shall designate a Decision-maker with regard to a Title IX complaint. The Decision-maker shall not be the Title IX Coordinator or Investigator, and shall not be someone with a conflict of interest or bias. The Decision-maker shall comply with the following rules:

1. Start with the presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
2. All Complainants are afforded rape shield protections, deeming questions and evidence about a complainant's prior sexual behavior irrelevant, unless offered to prove that someone other than the respondent committed the alleged misconduct or offered to prove consent.
3. Use the preponderance of the evidence standard in reaching her/his decision.
4. Require objective evaluation of all relevant evidence, inculpatory and exculpatory, and avoid credibility determinations based on a person's status as a complainant, respondent, or witness.
5. After sending the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.
6. Issue a written determination regarding responsibility with findings of fact, conclusions about whether the alleged conduct occurred, rationale for the result as to each allegation, any disciplinary sanctions imposed on the respondent, and whether remedies will be provided to the complainant.

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7. The written determination must be sent simultaneously to the parties along with information about how to file an appeal.

L. GRIEVANCE PROCESS

Prompt Filing. The Complainant must file a formal complaint within a reasonable time, ideally within 10 school days of the alleged incident. A complaint will not be disallowed solely because of the passage of time. The Title IX coordinator is charged with ensuring that all such complaints are timely, impartially, and appropriately investigated in accordance with applicable law.

Confidentiality. Every effort will be made to ensure the confidentiality of the complainant. There may be times where confidentiality may not be possible for the School to conduct a thorough investigation. There may also be instances where the School has a legal obligation to report certain information it receives to state or local authorities or to protect the School community.

Timeline. While the timeframe for completing an investigation into individual complaints may vary depending on the circumstances, the Title IX coordinator will ensure that timeframes are reasonable and endeavor to complete any investigation, including any decision, within sixty (60) school days of the filing of a complaint. The timeline may be extended where appropriate at the discretion of the School. Include reasonably prompt time frames for conclusion of the grievance process, including appeals and informal resolutions, with allowance for short-term, good cause delays or extensions of the time frames.

Investigation. The Title IX coordinator or other School official shall designate an impartial Investigator to conduct the investigation. The Investigator shall have full authority to investigate, including the authority to interview witnesses. The Investigator shall follow the guidance/mandates set forth above in this policy in conducting the investigation.

Decision-Maker. The Decision-maker shall follow the guidance/mandates set forth above in this policy and shall use the preponderance of the evidence standard in reaching her/his decision. The Decision-maker shall timely provide written notice of the outcome of the complaint to the relevant parties.

Appeal. Either party may appeal the Decision-maker's decision to the Board of Directors within 14 calendar days after a decision is made or the School dismisses a formal complaint in a Title IX proceeding, on the following bases:

1. Procedural irregularity that affected the outcome of the matter,
2. Newly discovered evidence that could affect the outcome of the matter, and/or
1. Title IX personnel had a conflict of interest or bias, that affected the outcome of the matter.

The Board of Directors will appoint a panel of three board members to serve as the impartial review panel. The review will be conducted in accordance with all applicable laws and the panel may, but is not required to, request information directly from the parties. The three-member review panel will make a decision and will provide written notice of the outcome of the appeal to the parties within fourteen (14) school days, unless circumstances require more time.

M. INFORMAL RESOLUTION PROCESS FOR STUDENTS

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After a formal Complaint is filed, the School may, in its discretion, offer and facilitate informal resolution options, such as mediation or restorative justice, so long as both parties give voluntary, informed, written consent to attempt informal resolution. The School will not require participation in an informal process. And, at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

The School does not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment. Any person who facilitates an informal resolution must be well-trained. The School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student. Finally, the School may not offer an informal resolution process unless a formal complaint is filed.

N. POLICY APPLICATION

This policy shall remain in effect as long as required by law.

Here's a comprehensive response to your query, describing the differences between the two documents and combining their information into a single document:

Differences Between the Two Documents

While both documents, "Internet Safety Policy_updated.pdf" (referred to as Source 1) and "Internet+Safety+Policy.pdf" (referred to as Source 2), outline internet safety policies, there are several key differences in their scope, detail, and specific provisions:

- **Specificity of Institution:** Source 1 is a general policy document, referring to "the board," "the school," and "school system". In contrast, Source 2 explicitly names **"Brevard Academy"** as the institution to which the policy applies.
- **Detailed Definitions:** Source 1 provides **extensive and specific definitions** for key terms such as "Technology Protection Measure," "Harmful to Minors" (including its three criteria), "Child Pornography" (including its three criteria), "Sexual Act; Sexual Contact," and "Minor" (defined as under 17 years old). Source 2, on the other hand, broadly states that "Key terms are as defined in the Children's Internet Protection Act" without providing these detailed definitions within the document itself.
- **Social Media Access Restrictions for Students:** Source 1 includes a specific policy stating that **students shall not access social media platforms on school devices or networks except when expressly directed to do so by a teacher for educational purposes**. This particular restriction is not mentioned in Source 2.
- **Procedures for Reporting and Unblocking Content:** Source 1 outlines a detailed process for students and employees to **report websites or web content believed to be inappropriate** (obscene, child pornography, harmful to minors, or otherwise inappropriate) and also provides a procedure for students or employees to bring attention to **websites or web material that has been improperly blocked** by the filter, including a process for review and appeal. These specific reporting and unblocking procedures are not included in Source 2.
- **Prohibition on Viewpoint-Based Restrictions:** Source 1 explicitly states that **school system personnel may not restrict Internet access to ideas, perspectives, or viewpoints if the restriction is motivated solely by disapproval of the views involved**. This safeguard against censorship based on viewpoint is not present in Source 2.
- **Mandatory Instruction on Social Media Effects:** A significant addition in Source 1 is the requirement for **instruction on social media and its effects on health** (social, emotional, and physical), to be provided at least once during elementary and middle school and at least twice during high school. This instruction must cover specific topics such as negative mental health effects (including addiction), misinformation, manipulation, permanency of online information, personal security, identifying cyberbullying, predatory behavior, human trafficking, and reporting suspicious behavior. Source 2 does not include this detailed instructional requirement.

- **Designated Responsible Parties:** The documents assign responsibility for disabling or modifying technology protection measures and providing student training to different roles: Source 1 assigns these duties to the "**Technology Director or designated representatives**", while Source 2 assigns them to the "**School Director or designated representatives**".
- **Policy Implementation and Adoption:** Source 1 concludes with a statement that the **superintendent or their designee shall develop regulations and submit certifications for compliance**. Source 2 concludes with an "Adoption" section, stating that the policy was **adopted by the Board of Brevard Academy** at a public meeting.

Comprehensive Internet Safety Policy

This comprehensive document combines information from both sources to provide a complete understanding of the Internet Safety Policy. Where specific details or procedures are unique to one source, they are included and cited accordingly.

Internet Safety Policy

Introduction It is the policy of the Brevard Academy Board of Directors to: (a) prevent user access via its technological resources or over its computer network to, or transmission of, inappropriate material on the Internet or through electronic mail or other forms of direct electronic communications; (b) prevent unauthorized access to the Internet and devices or programs connected to or accessible through the Internet, including so-called 'hacking' and other unlawful activities; (c) prevent other unlawful online activity; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (e) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

Definitions Key terms are as defined in the Children's Internet Protection Act. For purposes of this policy, the following definitions apply:

- **Technology Protection Measure:** The term "technology protection measure" means a specific technology that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors.
- **Harmful to Minors:** The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion.
 - depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals.
 - taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

- **Child Pornography:** The term “child pornography” means any visual depiction, including any photograph, film, video picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where:
 - the production of such visual depiction involves the use of a minor engaging in sexually explicit conduct.
 - such visual depiction is a digital image, computer image, or computer-generated image that is, or is indistinguishable from, that of a minor engaging in sexually explicit conduct.
 - such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct.
- **Sexual Act; Sexual Contact:** The terms “sexual act” and “sexual contact” have the meanings given such terms in section 2246 of title 18, United States Code.
- **Minor:** For purposes of this policy, the term “minor” means any individual who has not attained the age of 17.

Access to Inappropriate Material & Inappropriate Network Usage To the extent practical, technology protection measures (or “Internet filters”) will be used to limit access to age-appropriate subject matter and materials. The school/Brevard Academy shall block or filter access to inappropriate information on the Internet and World Wide Web. Specifically, blocking will be applied to audio and visual depictions deemed obscene or to be child pornography or harmful to minors, as required by the Children’s Internet Protection Act. Student access to other materials that are inappropriate for minors will also be restricted. The board has determined that audio or visual materials that depict violence, nudity, or graphic language that do not serve a legitimate pedagogical purpose are inappropriate for minors. The superintendent, in conjunction with a school technology and media advisory committee, shall make a determination regarding what other matter or materials are inappropriate for minors.

School system personnel may not restrict Internet access to ideas, perspectives, or viewpoints if the restriction is motivated solely by disapproval of the views involved.

In accordance with state law, students shall not access social media platforms on school devices or networks except when expressly directed to do so by a teacher for educational purposes.

A student or employee must immediately notify the appropriate school official if the student or employee believes that a website or web content that is available to students through the school system’s Internet access is obscene, constitutes child pornography, is “harmful to minors” as defined by CIPA, or is otherwise inappropriate for students. Students must notify a teacher or the school principal; employees must notify the superintendent or designee.

Due to the dynamic nature of the Internet, sometimes Internet websites and web material that should not be restricted are blocked by the Internet filter. A student or employee who believes that a website or web content has been improperly blocked by the school system’s filter should bring the website to the attention of the principal. The principal shall confer with the technology

director to determine whether the site or content should be unblocked. The principal shall notify the student or teacher promptly of the decision. The decision may be appealed through the school system's grievance procedure.

Subject to staff supervision, technology protection measures may be disabled during use by an adult for bona fide research or other lawful purposes. In the case of minors, measures may be minimized for bona fide research or other lawful purposes, subject to staff supervision.

All users of the school system's technological resources are expected to comply with the requirements established in the student technology acceptable use policy. Users are prohibited from: (a) attempting to gain unauthorized access, including "hacking" and engaging in other similar unlawful activities; and (b) engaging in the unauthorized disclosure, use, or dissemination of personal identifying information regarding minors.

To the extent practical, steps will be taken to promote the safety and security of users of the school system's/Brevard Academy's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. The school will also take all reasonable measures to prevent access to websites, web applications, and/or software that do not protect the disclosure, use, or dissemination of a student's personal information.

Education, Supervision, and Monitoring It is the responsibility of all school personnel and members of the Brevard Academy staff to educate, supervise, and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

Procedures for disabling or otherwise modifying any technology protection measures are the responsibility of the **technology director or School Director or designated representatives**.

The **Technology Director, School Director, or designated representatives** shall provide age-appropriate training for students who use the school system's/Brevard Academy's Internet services/facilities. The training provided will be designed to promote the school system's/Brevard Academy's commitment to educating students in digital literacy and citizenship, including:

- The standards and acceptable use of Internet services as set forth in the student technology acceptable use policy or Brevard Academy's Internet Safety Policy.
- Student safety with regard to safety on the Internet, appropriate behavior while online, on social networking websites, and in chat rooms, and cyberbullying awareness and response.
- Compliance with the E-rate requirements of the Children's Internet Protection Act ("CIPA"). Following this training, the student must acknowledge that he or she received the training, understood it, and will follow the provisions of Technology Responsible Use or the District's acceptable use policies.

Instruction on Social Media Effects Additionally, the school's standard course of study shall include instruction on social media and its effects on health, including social, emotional, and physical health. Instruction shall be provided at least once during elementary and middle school and at least twice during high school. The topics must include, but not be limited to, all of the following topics:

1. Negative effects of social media on mental health, including addiction.
2. The distribution of misinformation on social media.
3. Methods of manipulating behavior using social media.
4. The permanency of information shared online.
5. How to maintain personal security.
6. How to identify cyberbullying, predatory behavior, and human trafficking on the Internet.
7. How to report suspicious behavior on the Internet.
8. Personal and interpersonal skills or character education that enhances individual level protective factors and mitigates or reduces risk-taking or harmful behavior.

The superintendent or their designee shall develop any regulations needed to implement this policy and shall submit any certifications necessary to demonstrate compliance with this policy.

Adoption This Internet Safety Policy was adopted by the Board of Brevard Academy at a public meeting, following normal public notice.

Here is a merged policy for Brevard Academy, a K-8 school, drawing on the information from both provided documents:

Brevard Academy Policy on Personal Electronic Devices and Wireless Communication Devices

Policy Code: 4610 Approved: [Date of Brevard Academy's adoption of this merged policy, e.g., February 15, 2023, revised July 2025]

1. Purpose and Overview Brevard Academy strives to provide a **distraction-free environment for students**. This policy aims to eliminate distractions to students' learning by regulating the use of electronic devices during the educational school day and school-sponsored activities. This policy also aligns with North Carolina law, which restricts the use of wireless communication devices during instructional time to prevent disruption to the learning environment.

2. Defined Prohibited Devices A **Wireless Communication Device** is defined as a wireless, portable device that can provide voice, messaging, or other data communication between two or more parties. This policy prohibits the use of:

- **Cellular phones**
- **Smartwatches**
- **Other mobile devices**
- **Activity trackers**
- **Laptops**
- **Gaming devices**
- **Wireless Headphones/Earbuds**
- **Any personal technology device**

This list is non-exhaustive.

3. General Prohibition and Timeframe of Use **Wireless Communication Devices are generally not permitted during the educational school day** (from 7:30 AM to 3:30 PM) and specifically **during instructional time**. This prohibition also extends to students participating in **school-sponsored activities**, including but not limited to after-school care, buses, clubs, or sports practices, unless specific permission is given by a school employee.

4. Device Handling and Storage (Grades K-8) Students may bring Wireless Communication Devices to school, but they **must be turned off and put away**. For students in Grades K-8, if such devices are brought to school, **they must not be used during instructional time**. Students are generally expected to **leave these items in their locker/cubby** during school hours or keep them **on their person, but turned off and put away**. Simply having a device on silent mode, airplane mode, or turned off but accessible, is **not sufficient** and could subject the student to discipline.

5. Exceptions for Device Use Wireless Communication Devices are not allowed during instructional time except for the following specific situations:

1. When **expressly authorized by a teacher for educational purposes**:
 - A teacher must clearly state the intended educational purpose to students and have documentation (e.g., lesson plans) available to support the use.
 - The teacher shall only allow devices for the duration and purpose allowed.
2. When **expressly authorized by a teacher for use in an emergency**.
3. When **required by the student's individualized education program (IEP) or Section 504 plan**.
4. As **required to manage a student's health care**, in accordance with a documented medical condition:
 - Students needing a wireless communication device for health care must request access from the school and provide documentation from a licensed medical professional outlining the necessity.
 - If approved by administration, students with a documented medical condition shall be granted permission to use the device only as necessary for their condition.
 - The school shall make accommodations as needed to ensure the student has access to their device without compromising the educational environment.

6. Telephone Calls and Messages

- Students are **not allowed to call home** for non-emergency reasons such as receiving permission for field trips, forgotten classwork, transportation changes, lunches, sports gear, instruments, etc..
- Telephone messages will only be delivered in **emergency cases**.
- Students who ask and receive permission may use the **school office telephone for health-related emergencies only**.

7. Consequences for Violations Any student found to have a Wireless Communication Device on their person during instructional time, notwithstanding the allowed exceptions, shall be subject to discipline in accordance with the Brevard Academy Student Code of Conduct.

- The **first violation of this policy is a Level 2 violation** under the Student Code of Conduct.
- Disciplinary measures for a first violation can include:
 - Parent/guardian notification
 - After-school detention
 - Permanent ban of the wireless communication device on campus
 - In-School Suspension (ISS)
- **Repeated violations will lead to more serious consequences** in accordance with the school's Code of Conduct.

8. Responsibility for Devices Brevard Academy **will not be held responsible for lost, damaged, or stolen personal electronic devices.**

9. Implementation, Training, and Communication

- The School Director or their designee shall develop procedures to implement this policy, including how to confiscate wireless communication devices if necessary.
- **All staff members shall receive training annually** on this policy and its enforcement.
- This policy shall be **communicated to students, parents/guardians, and staff members** through appropriate channels, including but not limited to student handbooks, parent newsletters, and staff meetings.
- The policy shall also be submitted to the Department of Public Instruction (DPI) as required by law, and DPI shall receive any revised versions.

10. Legal Authority This policy aligns with **North Carolina General Statute § 115C-76.100.**

Coversheet

Long-Range Planning

Section:	IV. Committee Reports
Item:	D. Long-Range Planning
Purpose:	FYI
Submitted by:	
Related Material:	Talking points for Board Members.pdf

Here are three clear and compelling 30–60 second scripts that Brevard Academy board members can use to recruit donors, new board members, and families. Each one focuses on real impact, mission alignment, and community involvement — in language that’s warm, honest, and easy to relate to.



1. Donor Recruitment Script

“Hi, I’m a board member at Brevard Academy, and I want to tell you why this school is so special. We’re a tuition-free public charter school where students thrive in small classes, with passionate teachers and hands-on learning. But we don’t just rely on state funding — we grow through community support. Your donation helps us fund enrichment programs, field trips, and classroom innovation that truly changes lives. Every dollar goes directly to the students and staff who make this place so special. If you want to invest in something real and lasting, Brevard Academy is the place.”



2. Board Member Recruitment Script

“Serving on the Brevard Academy Board has been one of the most rewarding experiences of my life. It’s a chance to help shape a school that values academic excellence, strong character, and a close-knit community. We’re looking for people who care about kids, value education, and want to make a difference in Western North Carolina. You don’t have to be an educator — just someone ready to listen, learn, and lead with heart. If that sounds like you, let’s talk.”



3. Family Recruitment Script

“If you’re looking for a school where your child will be known, challenged, and supported, I’d love to introduce you to Brevard Academy. We’re a tuition-free public charter school with small class sizes, a safe and welcoming environment, and dedicated teachers who go the extra mile. Our families often say it feels like home — because we partner with parents every step of the way. We’re still enrolling, and I’d be happy to give you a tour or connect you with another parent. Come see what makes Brevard Academy different.”

Let me know if you’d like versions tailored to specific audiences — like business leaders, civic groups, or social media.

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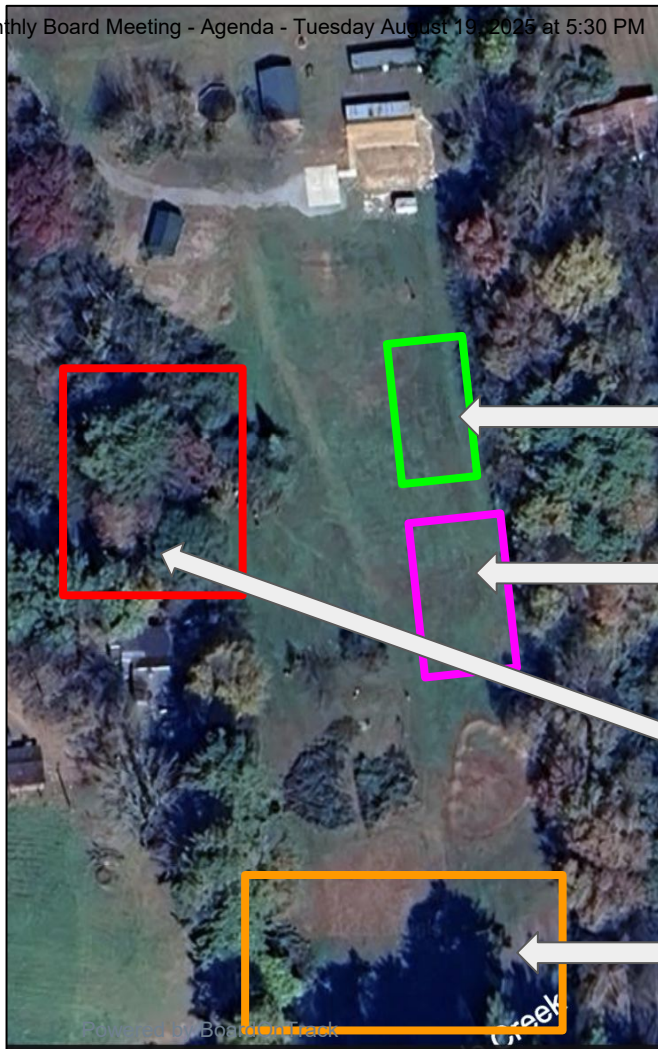
Coversheet

Facilities

Section:	IV. Committee Reports
Item:	F. Facilities
Purpose:	FYI
Submitted by:	
Related Material:	Phase 1 Campus Outdoor Ed Projects.pdf Brevard Academy CMSA 2025.pdf

PHASE 1 Outdoor Education Proposed Projects

1. **Garden Space**- Use a silage tarp to clear a ~50'x100' area to begin using for growing an additional garden focused on salad greens.
2. **Archery Range**- Install 2-12' pressure treated, 4x4 posts, 32' apart. This is the official NASP setup from which an arrow net backstop will be hung. Archery gear will be stored in the enclosed trailer.
3. **Invasives removal**- Begin selectively removing privet and multiflora rose to release the natives along the campus margin and stump circle.
4. **Wildlife meadow**- Begin using tarping to clear existing lawn in the back corner to establish a Monarch Waystation Wildlife Meadow



1. Garden Space

2. Archery Range

3. Forest Garden & Stump Circle

4. Wildlife Meadow and Stream Access



CONNECTED MECHANICAL SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
168 Sweeten Creek Road
Asheville, NC 28803

Trane Representative

Matt Ballenger
Cell: (864) 640-6369
Office: (828) 277-8664

Proposal ID

8336353

Master Agreement

NEW

Contact Telephone Number for Service

(828) 210-2612

Company Name

Brevard Academy
1110 Hendersonville Hwy
Pisgah Forest, NC 28768-2876
Trina Burns

Site Address

Brevard Academy
1110 Hendersonville Hwy
Pisgah Forest, NC 28768

August 05, 2025



EXECUTIVE SUMMARY

Connected Mechanical Service Agreement

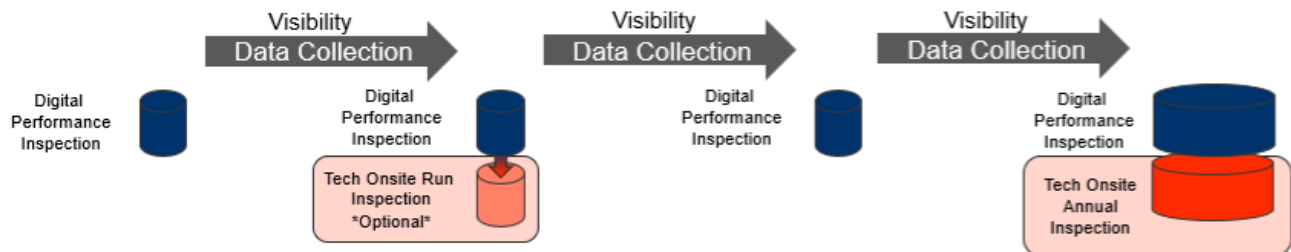
Supplement your standard Trane mechanical service agreement with remote inspections that leverage our digital analytics to uncover service and maintenance needs. We can check in on your site more often.

- Your Trusted Trane Technician is now equipped with even more service tools to help ensure your connected assets' performance
- Digital Analytics are running 24/7/365, collecting data from your connected equipment and better arming your technician with added insights
- Gain priority for unplanned problems and achieve quicker response time using your remote connection
- Less Business Disruption - chiller does not need to be running to perform inspection
- Equipment perform better = use less energy + less carbon emissions

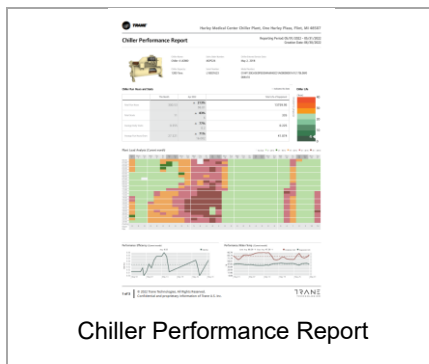


What can you expect?

24/7/365 Visibility into chiller operation through continuous data collection to support your on-site and remote digital inspections.



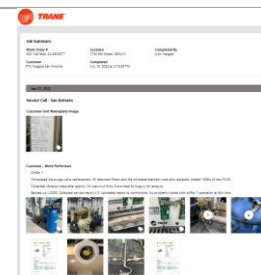
Key Elements of this service



Chiller Performance Report



On-site & Digital Performance Inspections



Equipment Performance Assessment

Why Trane? We Focus on Better Buildings.

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

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



SCOPE OF SERVICES — STANDARD INCLUSIONS

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

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

GETTING CONNECTED

AM: delete if customer is already connected

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

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

Advantages:

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



CONNECTED BUILDING SERVICES WITH TRANE CONNECT™

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

Available Trane Connect Applications

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

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

Learn more on [Trane.com](https://www.trane.com)



ON-SITE SCHEDULED MAINTENANCE

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

Implementation:

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



REMOTE EQUIPMENT INSPECTIONS

Once your site is connected to our Trane Connect Cloud, your OEM Technician will be able to have 24/7/365 visibility into your equipment performance.

Implementation:

- Adding remote inspections between on-site scheduled technician visits to increase equipment oversight and uptime
- Remote service is completed during normal business hours
- Deliver inspection summary and system maintenance recommendations
- Receive deeper insights through data and analysis from your connected equipment via equipment performance reports



PROPOSED SCHEDULE OF SERVICES

AM: Choose the table below that best suits your customer's needs. Update Service Solutions included

Service Solutions	Qty.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
On-site Scheduled Maintenance	4		X			X			X			X	
Remote Inspections	2					X						X	
Refrigerant Management	2					X						X	
Laboratory Analysis													



HVAC EQUIPMENT COVERAGE

Brevard Academy

The following "Covered Equipment" will be serviced at Brevard Academy:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E23D05193	SC-1

Service Description

Quantity Per Year

Connected Controls - Annual Inspection - Onsite (Service 1)
 Connected Controls - Operating Inspection - Onsite (Service 2)
 Connected Controls - Operating Inspection - Remote (Service 3)
 Analyzation of System Applications (Service 4)
 Analyzation of System Applications (Service 5)

1
1
4
2
4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Trane	YHC060E3RZ	162210298L	RTU-1
Rooftop Air Conditioners - Generic	1	Trane	YSD300F3RZ	162110706D	RTU-2
Rooftop Air Conditioners - Generic	1	Trane	YSD300F3RZ	162110710D	RTU-3
Rooftop Air Conditioners - Generic	1	Trane	YSD300F3RZ	162110714D	RTU-5

Service Description

Quantity Per Year

CMSA RTU NTP_RT Onsite Connected Inspection - Additional Connected for Site (Service 6)
 Commercial Package Rooftop (Greater than 10 tons) Cooling Pre-Season Annual Maintenance (Service 9)
 Commercial Package Rooftop (Greater than 10 tons) Heating Pre-Season Annual Maintenance (Service 10)
 Commercial Package Rooftop (Greater than 10 tons) Quarterly Maintenance (Service 11)
 Rooftop NTP_RT Condenser Coil Cleaning (Service 15)
 Rooftop Unit belt change (Service 16)
 Rooftop Unit Filter replacement (Service 17)

2
1
1
2
1
1
4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Trane	YHC092F3RZ	161914363L	RTU-4

Service Description

Quantity Per Year

CMSA RTU NTP_RT Onsite Connected Inspection - Additional Connected for Site (Service 6)
 Commercial Package Rooftop (Greater than 10 tons) Cooling Pre-Season Annual Maintenance (Service 9)
 Commercial Package Rooftop (Greater than 10 tons) Heating Pre-Season Annual Maintenance (Service 10)
 Commercial Package Rooftop (Greater than 10 tons) Quarterly Maintenance (Service 11)
 Rooftop NTP_RT Condenser Coil Cleaning (Service 15)
 Rooftop Unit Filter replacement (Service 17)

2
1
1
2
1
4



Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Ductless Systems	1	Mitsubishi Electric US Inc	SUZ-KA09NA	1ZP00852	DSS

Service Description	Quantity Per Year
MiniSplit IDU Clean Air Filter (Service 7)	4
MiniSplit Operational Inspection (Service 8)	3
NTP MiniSplit Heat Pump Condenser Coil Cleaning (Service 12)	1
NTP MiniSplit Heat Pump Condenser Cooling Annual Inspection (Service 13)	1
NTP MiniSplit Heat Pump Condenser Heating Annual Inspection (Service 14)	1



PRICING AND ACCEPTANCE

Trina Burns
Brevard Academy
1110 Hendersonville Hwy
Pisgah Forest, NC 28768-2876

Site Address:
Brevard Academy
1110 Hendersonville Hwy
Pisgah Forest, NC 28768

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	19,658.00	4,914.50	Quarterly
Year 2	20,218.00	5,054.50	Quarterly
Year 3	20,800.00	5,200.00	Quarterly

☐ Anticipation Discount Program (ADP). A one-time **3.00%** discount is offered for full payment of 1 year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **\$589.74 USD** if this option is selected. Tax will be calculated based upon the pre-discounted price. The ADP is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

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

Tariffs

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.

Term

The Initial Term of this Service Agreement is 3 years, beginning September 1, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on August 31, 2028, this Agreement shall renew automatically for successive periods of 3 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (828) 210-2612 or by direct mail addressed to: 168 Sweeten Creek Road, Asheville, NC 28803.



Renewal Pricing Adjustment

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

Cancellation by Customer Prior to Services; Refund

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

Cancellation by Company

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

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

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Matt Ballenger
_____ Printed Name	_____ Proposal Date: August 05, 2025
_____ Title	_____ Cell: (864) 640-6369
_____ Purchase Order	_____ Office: (828) 277-8664
_____ Acceptance Date	_____ License Number:
	_____ Authorized Representative
	_____ Title
	_____ Signature Date

The Initial Term of this Service Agreement is 3 years, beginning September 1, 2025.
Total Contract Amount: \$60,676.00 USD.



TERMS AND CONDITIONS - SERVICE

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

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

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

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

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

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

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

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

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

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



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

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

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

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

13. CONTAMINANTS LIABILITY

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

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



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

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

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

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

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

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

19. 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 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.

20. 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.

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

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



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

1-26.130-7 (0325)

Supersedes 1-26.130-7 (0225)



SECURITY ADDENDUM

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

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

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

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

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

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

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

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



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

- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

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



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

October 2024
Supersedes: November 2023v2



APPENDIX

SAFETY

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

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

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

ENVIRONMENTAL PRACTICES

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

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

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

CONSISTENCY

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

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





CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Connected Controls - Annual Inspection - Onsite

Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Update SC/SC+ Firmware - Technician updates firmware and Software Maintenance Plan license for the system controller.
- Perform Database and Graphics Back Up - Technician backs up system controller, including any custom graphics packages on site.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Graphics Interface Review - Technician reviews any custom system and equipment graphics within the system to determine if they are up to date and captures the status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 2: Connected Controls - Operating Inspection - Onsite

Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.



- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 3: Connected Controls - Operating Inspection - Remote

Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 4: Analyzation of System Applications

Description

- AHU/VAS - Review cloud hosted analytics to ensure the proper operation of the Variable Air System and associated Air Handling Unit. Verify operating setpoints and associated parameters to ensure performance and efficiency.

Service 5: Analyzation of System Applications

Description

- AHU/VAS - Review cloud hosted analytics to ensure the proper operation of the Variable Air System and associated Air Handling Unit. Verify operating setpoints and associated parameters to ensure performance and efficiency.

Service 6: CMSA RTU NTP_RT Onsite Connected Inspection - Additional Connected for Site

Description

- Run and Review Performance Report
- Review Analytics
- Review Performance Charts
- Upload Report and Charts in XO

Service 7: MiniSplit IDU Clean Air Filter

Description

- Clean Air Filter

Service 8: MiniSplit Operational Inspection

Description

- Unitary Visual Equipment Inspection
- Condenser Coil Check
- Electrical Inspection



- Check Delta T

Service 9: Commercial Package Rooftop (Greater than 10 tons) Cooling Pre-Season Annual Maintenance

Description

- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Condensate Drip Pan Inspection and Treatment
- Check Damper (Commercial Rooftop)
- Electrical Inspection (Commercial Over 10 Tons Rooftop)
- Log Unit (Cooling)

Service 10: Commercial Package Rooftop (Greater than 10 tons) Heating Pre-Season Annual Maintenance

Description

- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Check Damper (Commercial Rooftop)
- Heating Inspection (Gas)
- Log Unit (Heating)

Service 11: Commercial Package Rooftop (Greater than 10 tons) Quarterly Maintenance

Description

- Unitary Visual Equipment Inspection
- Check Damper (Commercial Rooftop)
- Electrical Inspection (Commercial Over 10 Tons Rooftop)
- Check Delta T

Service 12: NTP MiniSplit Heat Pump Condenser Coil Cleaning

Description

- Condenser Coil Cleaning

Service 13: NTP MiniSplit Heat Pump Condenser Cooling Annual Inspection

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Lock Out Tag Out (Standard)
- Check Electrical Connections (Outdoor Unit)
- Remove Lock Out Tag Out
- Start Up Seasonal Cooling
- Check Amp Draw
- Return Unit to Normal Operation

Service 14: NTP MiniSplit Heat Pump Condenser Heating Annual Inspection

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Lock Out Tag Out (Standard)
- Check Electrical Connections (Outdoor Unit)
- Remove Lock Out Tag Out
- Start Up Seasonal Heating (Heat Pump)
- Check Amp Draw
- Return Unit to Normal Operation

Service 15: Rooftop NTP_RT Condenser Coil Cleaning

Description

- Clean condenser coil

Service 16: Rooftop Unit belt change



Description

- Change V-belt

Service 17: Rooftop Unit Filter replacement

Description

- Filter Inspection and Change

Coversheet

Director Report

Section:	V. Director Report
Item:	A. Director Report
Purpose:	FYI
Submitted by:	
Related Material:	Director Report August 2025.pdf

Brevard Academy School Director's Board Report for August 2025

Enrollment

	Anticipated Numbers	Pending	Waitlist
Kindergarten	45	3	8
1st Grade	49	1	11
2nd Grade	48	1	8
3rd Grade	46	1	0
4th Grade	46	3	0
5th Grade	47	4	2
6th Grade	46	0	0
7th Grade	47	2	0
8th Grade	42	0	6
Total/Average	416	15	35

Budget set for 435 students.

June 2025 Applications

Application Snapshot for 2025-2026						
Grade	Anticipated Openings	Confirmed	Pending	Waitlist	Total Applications	Possible Retentions

Updated on August 12, 2025

K	48	47	1	23	71	
1st	2	1	0	12	13	4
2nd	8	8	0	12	20	1
3rd	6	7	0	5	12	
4th	1	2	0	16	18	
5th	1	1	0	20	21	
6th	3	7	1	3	11	
7th	4	4	0	4	8	
8th	2	3	0	6	9	
Total	75	80	2	101	183	5
	Total Verified Applications	183				

Students and Staff Attendance

Week of	Staff Attendance	Students Attending	Students on Time

Updated on August 12, 2025

August 11			
Average			

Discipline Report

Month	Total ODRs	ISS Incidents	ISS Days	Students Assigned ISS	OSS Incidents	OSS Days	Students Assigned OSS	Bullying/Harassment Investigations	Substantiated Bullying/Harassment Reports
August									
September									
October									
November									
December									
January									
February									
March									
April									
May									
Average									

Updated on August 12, 2025

ODR=Office Discipline Referral

ISS=In-School Suspension

OSS=Out-of-School Suspension

This section will be updated throughout the year.

Briefings--

Updated on August 12, 2025