

DUBUQUE COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION
Forum, 2300 Chaney Road

REGULAR MEETING February 14, 2022

4:00 p.m.

- I. Call to Order & Roll Call
- II. Closed Session–Collective Bargaining Negotiation Session Exempt from the Open Meetings Law and Superintendent Search (p. 3)
 - A. Iowa Code 21.5(1)(a)
 - B. Iowa Code 21.5(1)(i)

5:30 p.m.

- III. Reconvene the Meeting
- IV. Approve the Agenda (p. 4, 1-2)
- V. Approve the Minutes of Previous Board Meetings (p. 5)
 - A. Regular Meeting–January 10, 2022 (p. 6-7)
 - B. Special Meeting–February 1, 2022 (p. 8)
 - C. Special Meeting–February 7, 2022 (p. 9)
 - D. Special Meeting–February 8, 2022 (p. 10)
 - E. Special Meeting–February 9, 2022 (p. 11)
- VI. Board Salutes
 - A. Teacher of the Year–Chelsea Cox
- VII. Visitors and Open Forum (p. 12)
- VIII. Consent Agenda (p. 13)
 - A. Treasurer’s Report (p. 14)
 - B. Listing of Accounts Payable (p. 15-29)
 - C. Budget Report (p. 30-38)
 - D. Facilities/Support Services Committee
 - 1. Minutes of February 7, 2022 (p. 39-41)
 - 2. Personnel Report (p. 42-48)
 - 3. Professional Service/Purchase Contracts (p.49-176)
 - 4. Special Education Students (p. 177)
 - 5. PMIC/General Education Students (p. 178)
 - E. Educational Programs/Policy/Strategy Committee
 - 1. Minutes of February 8, 2022 (p. 179-180)
 - 2. Policy #2208 – Public Information (p. 181)
 - 3. Policy #5500 – Student Rosters (p. 182)
 - F. Teacher Quality Committee
 - G. Equity Committee
 - 1. Minutes of January 24, 2022 (p. 183-185)
 - H. Teacher Quality Committee
 - I. Activities Council
 - J. District/School Improvement Leadership Team

- IX. Facilities/Support Services Committee Report – L. Wittman (p. 186)
 - A. Approve Donation of PVC Displays to Lincoln Elementary
 - B. Approve the Executed Contract, Bonds and Certificate of Insurance with Portzen Construction
 - C. Approve the Executed Contract, Bonds and Certificate of Insurance with Tricon Construction
 - D. Approve Recommendation to Reject All Bids for Hoover Boiler Replacement Project
 - E. Approve Budget Guarantee
 - F. Approve Resolution Request to SBRC for Funding Related to FY22 SWVPP Increased Enrollment
- X. Educational Programs/Policy Committee Report – N. Bradley
 - A. Approve Online School Application (p. 187)
- XI. New Business (p. 188)
 - A. Approve Black History Month Proclamation (p. 189)
 - B. Consider Further Disciplinary Action (p. 190-191)
- XII. Board Member or Administrative Issues (non-agenda items)
- XIII. Adjournment

MISSION

To develop world-class learners and citizens of character in a safe and inclusive learning community.

Closed Session

Recommendations:

√ I move that the Board of Education enter closed session as permitted by Iowa Code 21.5(1)(a) to review or discuss records which are required or authorized by state or federal law to be kept confidential and Iowa Code 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session [roll call vote]

Closed Session

√ I move that the Board of Education reinstate the rules of order and return to regular session [roll call vote]

Agenda

Recommendation:

✓ I move that the Board of Education approve the agenda as submitted

Minutes

Recommendation:

✓ I move that the Board of Education approve the minutes of the regular meeting on January 10, the special meeting of February 1st, the special meeting of February 7th, the special meeting of February 8th, and the special meeting of February 9th, 2022 as submitted

DUBUQUE COMMUNITY SCHOOL DISTRICT
Regular Meeting
January 10, 2022

President Parks called the meeting to order at 5:30 p.m. at the Forum with the following members present: Bradley, Jones, Parks, Prochaska, Ryan, Sainci, and Wittman. Additional officers of the Board present: Kelleher, Mauss, Rheingans.

The pledge of allegiance was recited.

Moved Wittman and seconded Bradley to amend the agenda as submitted and remove Approve Federally Mandated Vaccination/Testing Policy at this time. Motion carried 7-0.

Moved Wittman and seconded Bradley to approve the minutes of the Annual/Organizational meeting on December 13, 2021, as submitted. Motion carried 7-0.

Board Salutes

- Project Rooted – supporting the Rooted Box Program for our students
- Protectors Law Enforcement Motorcycle Club – donations of winter clothing for students in need
- United Way of the Dubuque-Area Tri-States – grant funding to support Lumen social-emotional training for the district's paraprofessional staff

Moved Prochaska and seconded Wittman to suspend the rules of order and go into open forum. Motion carried 7-0.

- Cindy Mueller asked the Board to keep current mask policy in place.
- Wayne Kenniker spoke against masking.
- Susan spoke against masking.
- Joseph Delaney, student, asked the Board to implement a universal mask mandate
- Jan Bell wants the board to keep current masking in place.
- Christy Gotto against masking wants to be able to see the curriculum we are purchasing as a district.
- Nicole Wolf-Murphy spoke against masking and would like to see an end date for masking in the district.

Moved Wittman and seconded Prochaska to reinstate the rules of order and return to regular session. Motion carried 7-0.

Consent Agenda

Moved Wittman and seconded Prochaska to approve those items listed in the consent agenda. Bradley was auditor for the month. Motion carried 7-0.

Moved Wittman and seconded Jones to approve the donation of three handicapped accessible picnic tables to Eleanor Roosevelt Middle School from Boy Scout Troop 69. Motion carried 7-0.

Moved (Wittman) and seconded (Bradley) to approve the request to the School Budget Review Committee (SBRC) for modified supplemental amount and supplemental aid for the 2022-2023 Dropout Prevention Program in the amount of \$4,875,960, of which \$3,656,970 is the maximum modified supplement amount and \$1,218,990 is the local match for expenditures necessary to implement the 2022-2023 at-risk and dropout prevention program plans. Motion carried 7-0.

Moved Wittman and seconded Prochaska to tentatively approve plans, specifications, form of contract and estimate of total cost for the Central Kitchen Mechanical Replacement Project and set the date, time, and location for public hearing. Motion carried 7-0.

Moved Wittman and seconded Prochaska to tentatively approve plans, specifications, form of contract and estimate of total cost for the Hempstead High School Kitchen Freezer Replacement Project and set the date, time, and location for public hearing. Motion carried 7-0.

Moved Wittman and seconded Ryan to approve the quarterly budget report.
Motion carried 7-0.

New Business

Moved Prochaska and seconded Bradley to approve the 2021-2022 Board committees as submitted.
Motion carried 7-0.

Moved Bradley and seconded Wittman to approve the proclamation honoring Martin Luther King Jr. and authorized the President and the Secretary to sign on behalf of the Board.
Motion carried 7-0

President Parks declared the meeting adjourned at 6:15 p.m.

Carolyn Mauss, Secretary
Board of Education

DUBUQUE COMMUNITY SCHOOL DISTRICT
Special Board Meeting
February 1, 2022

President Parks called the meeting to order at 4:00 p.m. at the Forum with the following members present: Bradley, Jones, Parks, Prochaska, Ryan, Sainci, and Wittman. Additional officers of the Board present: Mauss, Rheingans

Moved (Wittman) and seconded (Prochaska) that the Board of Education enter closed session as permitted by Iowa Code 21.5(1)(a) to review or discuss records which are required or authorized by state or federal law to be kept confidential and Iowa Code 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Upon roll call vote motion passed 7-0. [Time-4:02]

Moved (Wittman) and seconded (Prochaska) that the Board of Education reinstate the rules of order and return to regular session. Upon roll call vote, motion passed 7-0. [Time-5:56]

President Parks declared the meeting adjourned at 5:56 p.m.

Carolyn Mauss, Secretary
Board of Education

DUBUQUE COMMUNITY SCHOOL DISTRICT
Special Board Meeting-Public Hearing and Superintendent Search
February 7, 2022

President Ryan called the meeting to order at 5:03 p.m. at the Forum with the following members present: Bradley, Jones, Parks, Prochaska, Ryan, Sainci, and Wittman. Additional officers of the Board present: Kelleher, Mauss Rheingans.

Moved (Prochaska) and seconded (Wittman) to approve the agenda as submitted. Motion carried 7-0.

Moved (Ryan) and seconded (Wittman) to receive and file proof of publication of Notice of Public Hearing on the Central Kitchen Mechanical Replacement project and authorize payment of the legal notice publication costs to the *Telegraph Herald*. Motion carried 7-0. Mark Fassbinder provided an overview of the project.

There were no public comments. Moved (Bradley) and seconded (Wittman) to approve the authorizing resolution as submitted adopting the plans, specifications, form of contract and estimated total cost of the Central Kitchen Mechanical Replacement Project. Motion carried 7-0.

Moved (Bradley) and seconded (Wittman) to approve and award the bid for the Central Kitchen Mechanical Replacement project, as recommended and further outlined in the authorizing resolution, to Portzen Construction Co. of Dubuque, Iowa, in the amount of \$1,443,700.00. Motion carried 7-0.

Moved (Bradley) and seconded (Jones) to receive and file proof of publication of Notice of Public Hearing on the Hempstead High School Cooler/Freezer Replacement project and authorize payment of the legal notice publication costs to the *Telegraph Herald*. Motion carried 7-0. Mark Fassbinder provided an overview of the project.

There were no public comments. Moved (Bradley) and seconded (Prochaska) to approve the authorizing resolution as submitted adopting the plans, specifications, form of contract and estimated total cost of the Hempstead High School Cooler/Freezer Replacement project. Motion carried 7-0.

Moved (Bradley) and seconded (Wittman) to approve and award the bid for the Hempstead High School Cooler/Freezer Replacement project, as recommended and further outlined in the authorizing resolution, to Tri-Con Construction Group of Dubuque, Iowa, in the amount of \$448,000.00. Motion carried 7-0.

Moved (Prochaska) and seconded (Wittman) that the Board of Education enter closed session as permitted by Iowa Code 21.5(1)(a) to review or discuss records which are required or authorized by state or federal law to be kept confidential and Iowa Code 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Upon roll call vote, motion passed 7-0. [Time-5:13]

Moved (Jones) and seconded (Wittman) that the Board of Education reinstate the rules of order and return to regular session. Upon roll call vote, motion passed 7-0. [Time-9:00]

President Parks declared the meeting adjourned at 9:00 p.m.

Carolyn Mauss, Secretary
Board of Education

DUBUQUE COMMUNITY SCHOOL DISTRICT
Special Board Meeting
February 8, 2022

President Ryan called the meeting to order at 5:04 p.m. at the Forum with the following members present: Bradley, Jones, Parks, Prochaska, Ryan, Sainci, and Wittman. Additional officers of the Board present: Mauss.

Moved (Prochaska) and seconded (Wittman) that the Board of Education enter closed session as permitted by Iowa Code 21.5(1)(a) to review or discuss records which are required or authorized by state or federal law to be kept confidential and Iowa Code 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Upon roll call vote motion passed 7-0. [Time-5:05]

Moved (Jones) and seconded (Wittman) that the Board of Education reinstate the rules of order and return to regular session. Upon roll call vote, motion passed 7-0. [Time-7:58]

President Parks declared the meeting adjourned at 7:58 p.m.

Carolyn Mauss, Secretary
Board of Education

DUBUQUE COMMUNITY SCHOOL DISTRICT
Special Board Meeting
February 9, 2022

President Ryan called the meeting to order at 5:41 p.m. at the Forum with the following members present: Bradley, Jones, Parks, Prochaska, Ryan, Sainci, and Wittman. Additional officers of the Board present: Mauss.

Moved (Prochaska) and seconded (Wittman) that the Board of Education enter closed session as permitted by Iowa Code 21.5(1)(a) to review or discuss records which are required or authorized by state or federal law to be kept confidential and Iowa Code 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Upon roll call vote motion passed 7-0. [Time-5:42]

Moved (Wittman) and seconded (Ryan) that the Board of Education reinstate the rules of order and return to regular session. Upon roll call vote, motion passed 7-0. [Time-7:36]

President Parks declared the meeting adjourned at 7:36 p.m.

Carolyn Mauss, Secretary
Board of Education

Visitors and Open Forum

Recommendations:

✓ I move that the Board of Education suspend the rules of order and go into open forum

Persons wishing to address the Board will do so at this time

✓ I move that the Board of Education reinstate the rules of order and return to regular session

Consent Agenda Items

Recommendation:

✓ I move that the Board of Education approve those items listed in the consent agenda

Following the motion and second to approve the consent agenda, the president will ask if any board members wish to remove any items from the consent agenda. Should a board member wish to remove an item from the consent agenda, that board member should indicate which item or items they wish to have removed. At that time those items are removed from the consent agenda and the president will ask for a vote on the consent agenda. There is no discussion of the items that remain on the consent agenda.

DUBUQUE COMMUNITY SCHOOL DISTRICT
REGULAR BOARD MEETING
February 14, 2022

Treasurer's Report For All District Funds
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Month of January 2022

Cash (per bank statements) and Investments, beginning of month	\$ 97,308,676.50
Bank Account Deposits/Other Credits Total (Receipts)	19,443,650.36
Bank Account Checks/Other Debits Total (Disbursements)	(20,210,139.91)
Cash (per bank statement) and Investments, end of month	<u><u>\$ 96,542,186.95</u></u>

<u>Depositories</u>	<u>End of Month - January 2022</u>		
	<u>Bank Balances</u>	<u>Investments</u>	<u>Total</u>
Premier Bank	\$ 14,617,067.71	\$ -	\$ 14,617,067.71
Dubuque Bank & Trust	-	1,000,000.00	1,000,000.00
Fidelity Bank	24,196,047.98	-	24,196,047.98
MidwestOne - Senior Renovation	15,022,693.51	-	15,022,693.51
MidwestOne - Bond Reserve	-	2,269,978.18	2,269,978.18
DuTrac Community Credit Union - Senior Renovation	9,526,552.23	-	9,526,552.23
DuTrac Community Credit Union - Bond Reserve	-	2,909,793.02	2,909,793.02
Dutracs Community Credit Union	-	27,000,054.32	27,000,054.32
	<u><u>\$ 63,362,361.43</u></u>	<u><u>\$ 33,179,825.52</u></u>	<u><u>\$ 96,542,186.95</u></u>

<u>Reconciling Items</u>	
Deposits In Transit	47,087.45
Outstanding Checks/ACHs	(3,330,289.59)
Reconciled Cash and Investment Balance	<u><u>\$ 93,258,984.81</u></u>

<u>Cash and Investment Balances by Fund</u>	
General Fund	\$ 30,292,734.96
Student Activity Fund	823,216.08
Management Fund	6,709,140.21
SAVE Fund	38,318,227.19
PPEL Fund	7,303,832.13
Debt Service Fund	5,621,873.34
Nutrition Fund	3,110,949.13
Clearing Fund	913,576.43
Scholarship Fund	129,848.00
Agency Fund	35,587.34
Total Cash and Investment Balance	<u><u>\$ 93,258,984.81</u></u>

At January 31, 2022, there are no interfund loans.

Kevin Kelleher, Treasurer

**DUBUQUE COMMUNITY SCHOOL DISTRICT
REGULAR BOARD MEETING
FEBRUARY 14, 2022**

TO THE BOARD OF EDUCATION
DUBUQUE, IOWA

THE FOLLOWING IS A LIST OF ACCOUNTS PAYABLE WHICH WILL BE PRESENTED TO THE BOARD OF EDUCATION FOR APPROVAL PER THE DIRECTION OF THE FEBRUARY 14, 2022 MEETING. SHOULD YOU DESIRE ANY INFORMATION IN REGARD TO THE SAME, I SHALL BE PLEASED TO FURNISH IT UPON REQUEST.

PERIOD: JANUARY 1, 2022 – JANUARY 31, 2022

RESPECTFULLY SUBMITTED,
SECRETARY: CAROLYN MAUSS

BOARD MEMBER SIGNATURE	DATE
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Fund		Amount
10	GENERAL FUND	\$10,781,947.26
21	STUDENT ACTIVITY FUND	\$46,282.67
22	MANAGEMENT LEVY	\$34,334.64
33	SAVE TAX	\$926,777.03
36	PHYSICAL PLANT/EQUIP LEVY	\$38,181.54
40	DEBT CLEARING FUND	\$11,956.25
61	SCHOOL NUTRITION FUND	\$467,688.13
76	CLEARING FUND	\$255,401.73
91	AGENCY HOSPITALITY FUND	\$2,449.83

GRAND TOTAL: \$12,565,019.08

**Dubuque Community School District
Regular Board Meeting
February 14, 2022**

Vendor Name	Description	Check Total
Fund: AGENCY/HOSPITALITY FUND		
BAXTER, JILL A	OTHER GENERAL SUPPLIES	\$25.00
BUNKER HILL GOLF COURSE	OTHER GENERAL SUPPLIES	\$150.00
BUTTS FLORIST AND GREENHOUSE	OTHER GENERAL SUPPLIES	\$55.00
CYZE, MICHAEL T	OTHER GENERAL SUPPLIES	\$50.00
DONUT BOY	OTHER GENERAL SUPPLIES	\$173.50
ENVISION SPORTS DESIGN	OTHER GENERAL SUPPLIES	\$60.00
HARRIS N.A.	OTHER GENERAL SUPPLIES	\$1,297.73
LAMBE, JACQUELINE A	OTHER GENERAL SUPPLIES	\$50.00
LIME ROCK SPRINGS CO-PEPSI COLA CO	OTHER GENERAL SUPPLIES	\$138.60
SCHROMEN, DEBRA	OTHER GENERAL SUPPLIES	\$50.00
SHULTZ, ROBIN S	OTHER GENERAL SUPPLIES	\$50.00
THE CHOCOLATE HOG BBQ AND CATERING CO	OTHER GENERAL SUPPLIES	\$350.00
	Fund Total:	\$2,449.83
Fund: CLEARING FUND		
ALLIANT ENERGY-IP&L	ELECTRICITY	\$6,498.09
AMERICAN FIDELITY ASSURANCE COMPANY	OTHER EMPLOYEE DEDUCTION	\$82.52
BLACK HILLS ENERGY	NATURAL GAS	\$817.86
DELTA DENTAL OF IOWA	OTHER INSURANCE	\$130,687.47
HARRIS N.A.	MISCELLANEOUS REVENUE	\$141.49
HY-VEE, INC.	MISCELLANEOUS REVENUE	\$0.21
IA PUBLIC EMP RETIREMENT-EMPLOYEE	OTHER EMPLOYEE DEDUCTION	\$4,360.90
MEDICAL ASSOCIATES - I PLAN (EMPLOYEE)	OTHER EMPLOYEE DEDUCTION	\$186.06
MEDICAL ASSOCIATES HMO (EMPLOYEE)	OTHER EMPLOYEE DEDUCTION	\$31,990.78
MELOY, JOAN M	OTHER EMPLOYEE DEDUCTION	\$42.08
SELF INSURED SERVICES COMPANY	OTHER INSURANCE	\$10,533.54
STEFFEN, JOAN MARIE	OTHER EMPLOYEE DEDUCTION	\$66.30
WAGEWORKS	OTHER EMPLOYEE DEDUCTION	\$55,332.55
WELLMARK BLUE CROSS BLUE SHIELD OF IOWA	OTHER EMPLOYEE DEDUCTION	\$14,661.88
	Fund Total:	\$255,401.73
Fund: DEBT SERVICE FUND		
PIPER SANDLER & CO.	BOND COSTS	\$11,456.25
UMB BANK N.A.	BOND COSTS	\$500.00
	Fund Total:	\$11,956.25
Fund: GENERAL FUND		
95 PERCENT GROUP INC	INSTRUCTION SUPPLIES	\$12,613.70
ABC LEARNING EARLY CHILDHOOD CENTER LLC	PROF-EDUCATIONAL SERVICES	\$6,044.63
ABLENET INC	INSTRUCTION SUPPLIES	\$135.00
ACCO BRANDS USA LLC.	OTHER GENERAL SUPPLIES	\$282.02
ACCO UNLIMITED CORPORATION	POOL	\$356.31
ADAPTIVEMALL.COM, LLC	INSTRUCTION SUPPLIES	\$105.90
ADVANCED BUSINESS SYSTEMS INC	POSTAGE	\$31.95
AHLERS & COONEY, P.C.	LEGAL	\$1,309.50

**Dubuque Community School District
Regular Board Meeting
February 14, 2022**

Vendor Name	Description	Check Total
AIRGAS NORTH CENTRAL USA LLC	POOL	\$519.88
ALL SEASON'S TRUCKING, INC.	OTHER PURCH PROF SERVICES	\$435.00
ALLIANT ENERGY-IP&L	ELECTRICITY	\$133,908.94
ALTORFER, INC.	OTHER PURCH PROF SERVICES	\$1,043.80
AMAZON.COM CORPORATE CREDIT	INSTRUCTION SUPPLIES	\$2,726.98
AMAZON.COM CORPORATE CREDIT	OFFICE SUPPLIES	\$96.92
AMAZON.COM CORPORATE CREDIT	OTHER GENERAL SUPPLIES	\$298.97
AMAZON.COM CORPORATE CREDIT	TEXTBOOKS	\$395.73
AMBROSY, JASON	TEXTBOOK FEES - PUBLIC	\$85.00
AMENT, JACKIE	IN DISTRICT TRAVEL	\$127.01
AMERICAN FIDELITY ASSURANCE COMPANY	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$78,611.44
AMERICAN SOCIETY OF COMPOSERS AUTHORS & AMERICAN SOLUTIONS FOR BUSINESS	SUBSCRIPTIONS/LICENSE RENEWAL FOR COMP SOFTWARE OFFICE SUPPLIES	\$390.00 \$1,096.66
ANDERSON, LORI A	IN DISTRICT TRAVEL	\$37.24
ANDERSON, SAMANTHA L	IN DISTRICT TRAVEL	\$95.20
ANDERSON, SAMUEL C	IN DISTRICT TRAVEL	\$41.11
AVALON BODY SHOP INC	REPAIR/MAINTENANCE	\$5,631.25
BACKES, KYLE J	IN DISTRICT TRAVEL	\$110.93
BAKEY, JESSE J	IN DISTRICT TRAVEL	\$25.98
BARTELLA, SARA M	IN DISTRICT TRAVEL	\$2.35
BECHLER, SARAH	IN DISTRICT TRAVEL	\$88.82
BELL, BARRETT A	IN DISTRICT TRAVEL	\$13.44
BELLEVUE COMMUNITY SCHOOLS	TUITION/OPEN ENROLL	\$90,808.75
BLACK HILLS ENERGY	NATURAL GAS	\$17,489.39
BLASEN, GINA	TEXTBOOK FINES/PENALTIES	\$12.99
BLICK ART MATERIALS	INSTRUCTION SUPPLIES	\$567.10
BLICK ART MATERIALS	MACHINERY/EQUIPMENT	\$964.45
BLODGETT, KATHLEEN M	IN DISTRICT TRAVEL	\$35.00
BORMANN, PHILLIP	PROF-EDUCATIONAL SERVICES	\$841.99
BOYER, LINDSAY J	STAFF WORKSHOP/CONFERENCE REG FEES	\$9.48
BP CREDIT CARD CENTER	GASOLINE	\$250.07
BREITBACH, ANGELA D	IN DISTRICT TRAVEL	\$89.55
BREITBACH, ANGELA M	IN DISTRICT TRAVEL	\$56.33
BREITBACH, MARK	OFFICIAL/REFEREE	\$144.84
BREITBACH, TAYLOR L	IN DISTRICT TRAVEL	\$28.90
BREITBACH, TERRENCE THOMAS	IN DISTRICT TRAVEL	\$169.34
BURNS, MARK R	IN DISTRICT TRAVEL	\$40.16
CALDWELL, ASHLEY A	IN DISTRICT TRAVEL	\$39.82
CALIFORNIA STATE DISBURSEMENT UNIT	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$262.49
CAMPBELL, MARY L	IN DISTRICT TRAVEL	\$3.02
CAPITAL ONE, N.A.	INSTRUCTION SUPPLIES	\$897.16
CARNEGIE-STOUT PUBLIC LIBRARY	PROF-EDUCATIONAL SERVICES	\$1,127.00
CAROLINA BIOLOGICAL SUPPLY COMPANY	INSTRUCTION SUPPLIES	\$250.17
CDW GOVERNMENT INC	SUBSCRIPTIONS/LICENSE RENEWAL FOR COMP SOFTWARE	\$4,925.00

**Dubuque Community School District
Regular Board Meeting
February 14, 2022**

Vendor Name	Description	Check Total
CEDAR RAPIDS COMMUNITY SCHOOLS	TUITION/OPEN ENROLL	\$7,388.90
CEDAR RAPIDS KENNEDY HIGH SCHOOL	STUDENT ENTRY FEES	\$125.00
CENERGISTIC LLC	OTHER PURCH PROF SERVICES	\$25,567.00
CENTURY LINK	TELEPHONE/DATA LINES	\$247.82
CITY OF DUBUQUE - TREASURERS OFFICE	OTHER PURCH PROF SERVICES	\$60.00
CITY OF DUBUQUE - WATER DEPT	STORM WATER FEE	\$5,928.10
CITY OF DUBUQUE - WATER DEPT	WATER/SEWER	\$15,806.24
CLARKE UNIVERSITY OF DUBUQUE IOWA	TUITION/COLLEGE	\$1,250.00
COLLECTION SERVICES CENTER-PAYROLL	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$2,584.44
COMELEC SERVICES, INC.	OFFICE SUPPLIES	\$300.00
COMELEC SERVICES, INC.	TECH REPAIR CONSUMABLE	\$147.00
COMMERCIAL FLOORING COMPANY	OTHER GENERAL SUPPLIES	\$120.00
COMMITTEE FOR CHILDREN	INSTRUCTION SUPPLIES	\$34,258.50
CONKLIN, TRAVIS	OFFICIAL/REFEREE	\$154.96
CONKLIN, TRAVIS	OTHER INSTRUCTOR PAY	\$135.48
CORKEN-DEUTSCH, MARY BRIDGET	IN DISTRICT TRAVEL	\$56.45
COULSON, TINA	PARENT TRAN REIMBURSEMENT	\$200.92
CRAIG, DANIEL R.	OFFICIAL/REFEREE	\$100.00
CRESCENT ELECTRIC SUPPLY CO	OTHER GENERAL SUPPLIES	\$1,472.40
CS TECHNOLOGIES, INC.	TELEPHONE/DATA LINES	\$4,092.00
DAVIS-ORWOLL, SHIRLEY A	IN DISTRICT TRAVEL	\$126.90
DCSD DEBIT CARD	CASH IN BANK - CHECKING	\$800.00
DCSD FOUNDATION	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$50.00
DERKS, JENNIFER D	IN DISTRICT TRAVEL	\$69.33
DESIGN SCIENCE INC.	SUBSCRIPTIONS/LICENSE RENEWAL FOR COMP SOFTWARE	\$2,635.00
DOLTER, GREGORY A	IN DISTRICT TRAVEL	\$24.03
DORMAN, ASHLEY K	IN DISTRICT TRAVEL	\$13.44
DRIVE LINE OF DUBUQUE INC	OTHER GENERAL SUPPLIES	\$959.61
DROESSLER, ANGIE M	IN DISTRICT TRAVEL	\$6.16
DROESSLER, JUSTIN	OFFICIAL/REFEREE	\$65.06
DUBUQUE CHILD CARE CENTER	PROF-EDUCATIONAL SERVICES	\$1,887.73
DUBUQUE COUNTY AUDITOR	OTHER PURCH PROF SERVICES	\$12,948.27
DUBUQUE COUNTY SHERIFF DEPARTMENT	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$498.16
DUBUQUE METRO AREA SOLID WASTE AGENCY	REFUSE DISPOSAL	\$56.16
DUBUQUE MULCH COMPANY	OTHER PURCH PROF SERVICES	\$20.00
DUBUQUE SIGN COMPANY	OTHER GENERAL SUPPLIES	\$240.00
DUNBAR, STACEY	OFFICIAL/REFEREE	\$252.00
DURSKY, LISA M	IN DISTRICT TRAVEL	\$50.73
DYRLAND, DANIEL	OFFICIAL/REFEREE	\$100.00
EASTERN IOWA EXCAVATING & CONCRETE LLC	OTHER GENERAL SUPPLIES	\$2,625.00
ENDRESS, JASON L.	OTHER CURRENT LIABILITIES	\$151.40
ENGRAVED GIFT COLLECTION, LLC	OTHER GENERAL SUPPLIES	\$150.00
FEDERAL TAX WITHHOLDING	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$516,931.59
FEDEX	POSTAGE	\$69.97
FICA WITHHOLDING - EMPLOYEE	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$1,016,937.94

**Dubuque Community School District
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Vendor Name	Description	Check Total
FINK, MARY M	IN DISTRICT TRAVEL	\$42.95
FITZPATRICK, CYNTHIA J	IN DISTRICT TRAVEL	\$15.00
FOLLETT SCHOOL SOLUTIONS, INC.	LIBRARY BOOKS	\$17.22
FOUR MOUNDS FOUNDATION	PROF-EDUCATIONAL SERVICES	\$7,100.00
FRANCK, JOANN B	IN DISTRICT TRAVEL	\$74.65
FROG HOLLOW - ASBURY	PROF-EDUCATIONAL SERVICES	\$7,180.10
FUERSTE, CAREW, JUERGENS & SUDMEIER, PC	LEGAL	\$1,831.50
GASSMANN, MARK J.	OFFICIAL/REFEREE	\$100.00
GATTO, JOSEPH THOMAS	OFFICIAL/REFEREE	\$120.70
GEARY, BRANDIE S	IN DISTRICT TRAVEL	\$38.58
GEHL, JILL F	IN DISTRICT TRAVEL	\$135.85
GEORGE, KIRSTIN A	IN DISTRICT TRAVEL	\$22.96
GIBBS, JOSEPH J.	OFFICIAL/REFEREE	\$228.42
GLASER, LYNN A	IN DISTRICT TRAVEL	\$46.31
GLASER, LYNN A	IN STATE TRAVEL	\$70.79
GOODHEART-WILL COX PUBLISHER	SUBSCRIPTIONS/LICENSE RENEWAL FOR COMP SOFTWARE	\$2,961.29
GOPHER SPORT	INSTRUCTION SUPPLIES	\$214.20
GRANDVIEW PRESCHOOL	PROF-EDUCATIONAL SERVICES	\$7,935.90
GRAVEL, JENNIFER M	IN DISTRICT TRAVEL	\$16.46
GRAVEL, JENNIFER M	IN STATE TRAVEL	\$294.44
GREAT WESTERN SUPPLY CO	OTHER GENERAL SUPPLIES	\$1,711.60
GUNN, CAROL L	IN DISTRICT TRAVEL	\$101.19
GURDAK, TRACY LYNN	IN DISTRICT TRAVEL	\$162.90
HAMMEL, MARA C	IN DISTRICT TRAVEL	\$123.32
HAMMERAND, JIM	OFFICIAL/REFEREE	\$198.40
HANDS UP COMMUNICATIONS INC	PROF-EDUCATIONAL SERVICES	\$396.00
HARRIS N.A.	BLDG CONSTRUCTION SUPPLY	\$5,746.09
HARRIS N.A.	INSTRUCTION SUPPLIES	\$8,753.86
HARRIS N.A.	LIBRARY BOOKS	\$1,372.61
HARRIS N.A.	MACHINERY/EQUIPMENT	\$1,029.97
HARRIS N.A.	NEWSPAPER	\$758.07
HARRIS N.A.	OFFICE SUPPLIES	\$555.22
HARRIS N.A.	OTHER GENERAL SUPPLIES	\$10,920.98
HARRIS N.A.	OTHER PURCH PROF SERVICES	\$747.60
HARRIS N.A.	PERIODICALS	\$62.66
HARRIS N.A.	POSTAGE	\$116.00
HARRIS N.A.	REPAIR/MAINTENANCE	\$16.38
HARRIS N.A.	SOFTWARE	\$2,937.25
HARRIS N.A.	STAFF DUES	\$544.00
HARRIS N.A.	STAFF WORKSHOP/CONFERENCE REG FEES	\$7,693.00
HARRIS N.A.	TECH REPAIR CONSUMABLE	\$12,981.52
HARRIS N.A.	TECHNOLOGY SUPPLIES	\$540.06
HARRIS N.A.	TEXTBOOKS	\$39.99
HARRIS N.A.	TRANSPORTATION PARTS	\$6,496.92
HARRIS N.A.	TRANSPORTATION SUPPLIES	\$119.76

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Vendor Name	Description	Check Total
HARRIS N.A.	TUITION REIMBURSEMENT	\$4,462.16
HARRIS N.A.	VEHICLE REPAIR/MAINT	\$459.15
HARRIS N.A.	WORKBOOKS	\$49.32
HARRY, LAURIE A	IN DISTRICT TRAVEL	\$6.27
HARTL, JEFF	OFFICIAL/REFEREE	\$200.00
HARWICK, CHAD K	IN DISTRICT TRAVEL	\$59.02
HEALEY, AMANDA M	IN DISTRICT TRAVEL	\$21.06
HEITKAMP, MARK	OFFICIAL/REFEREE	\$100.00
HEMPSTEAD HIGH SCHOOL PETTY CASH	INSTRUCTION SUPPLIES	\$35.84
HENDRICKS FEED & SEED CO., INC	OTHER GENERAL SUPPLIES	\$1,188.25
HERBST UPHOLSTERY & AUTO FINISHING LTD	OTHER GENERAL SUPPLIES	\$392.00
HERKELMAN, CONNER	OFFICIAL/REFEREE	\$120.00
HICKEY, BARBARA A	IN DISTRICT TRAVEL	\$85.68
HILLERY, RHONDA K	IN DISTRICT TRAVEL	\$37.41
HILLS & DALES CHILD DEV CENTER	PROF-EDUCATIONAL SERVICES	\$4,534.80
HITZLER, TIM J	INSTRUCTION SUPPLIES	\$168.27
HITZLER, TIM J	OTHER GENERAL SUPPLIES	\$50.00
HOFFERT, CHRISTOPHER JAMES	OFFICIAL/REFEREE	\$100.00
HOGLUND BUS CO INC	INSTRUCTION SUPPLIES	\$6,318.60
HOLLENSBE, JAMES AUMANN	OFFICIAL/REFEREE	\$100.00
HOLY FAMILY EARLY CHILDHOOD	PROF-EDUCATIONAL SERVICES	\$55,150.36
HONORS GRADUATION, LLC	OTHER GENERAL SUPPLIES	\$1,929.00
HORST, JEFF	OFFICIAL/REFEREE	\$100.00
HORSTMAN, SHIRLEY A	IN DISTRICT TRAVEL	\$36.96
HOWES, BRIAN J	IN DISTRICT TRAVEL	\$21.50
HOWES, KRISTA A	IN DISTRICT TRAVEL	\$97.83
HP INC	COMPUTER HARDWARE	\$60,946.00
HP INC	PROF-EDUCATIONAL SERVICES	\$29,147.20
HP INC	TECHNOLOGY SUPPLIES	\$1,680.00
HY-VEE, INC.	INSTRUCTION SUPPLIES	\$1,079.81
HY-VEE, INC.	OTHER GENERAL SUPPLIES	\$158.27
IA ASSOCIATION OF TRACK COACHES	OTHER CURRENT LIABILITIES	\$50.00
IA PUBLIC EMP RETIREMENT-EMPLOYEE	IPERS	\$6,577.26
IA PUBLIC EMP RETIREMENT-EMPLOYEE	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$1,091,040.59
ILLINOIS DEPARTMENT OF REVENUE	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$9,562.43
ING - COMMON REMITTER	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$34,555.41
IOWA ASSN OF SCHOOL BOARDS	STAFF WORKSHOP/CONFERENCE REG FEES	\$580.00
IOWA COMMUNICATIONS NETWORK	TELEPHONE/DATA LINES	\$569.84
IOWA DEPARTMENT OF HUMAN SERVICES	INTERGOVERNMENTAL PAYABLE	\$91,949.41
IOWA DEPT OF REVENUE	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$1,246.83
IOWA DIVISION OF LABOR-ELEVATOR SAFETY	OTHER PURCH PROF SERVICES	\$240.00
IOWA STATE TAX WITHHOLDING	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$236,540.60
IOWA VOCATIONAL REHABILITATION SERVICES	CASH WITH FISCAL AGENT	\$9,938.74
ISENHART, CHARLES W.	OFFICIAL/REFEREE	\$180.00
JACKSON, LINDSEY C	IN DISTRICT TRAVEL	\$34.55

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Vendor Name	Description	Check Total
JASPERS, JOHN J	OFFICIAL/REFEREE	\$134.50
JEIK, ADNA	PROF-EDUCATIONAL SERVICES	\$40.00
JOHANNSEN, MEGAN R.	IN DISTRICT TRAVEL	\$94.76
JOHNSON, BRADLEY DAVID	OFFICIAL/REFEREE	\$100.00
JOHNSON, DANIEL J	IN DISTRICT TRAVEL	\$191.29
JP GASWAY COMPANY INC	OTHER GENERAL SUPPLIES	\$1,280.30
JVA MOBILITY INC	INSTRUCTION SUPPLIES	\$716.25
JW PEPPER & SON, INC.	INSTRUCTION SUPPLIES	\$21.50
KALB, CATHY SUE	IN DISTRICT TRAVEL	\$5.77
KEM VENTURES, INC	INSTRUCTION SUPPLIES	\$34.95
KEY WEST EARLY CHILDHOOD CENTER	PROF-EDUCATIONAL SERVICES	\$8,123.96
KEYSTONE AREA EDUCATION AGENCY	STAFF WORKSHOP/CONFERENCE REG FEES	\$900.00
KEYSTONE AREA EDUCATION AGENCY	SUBSCRIPTIONS/LICENSE RENEWAL FOR COMP SOFTWARE	\$6,413.32
KIEFER, THOMAS	OFFICIAL/REFEREE	\$315.00
KIWALA, JAMES E.	OFFICIAL/REFEREE	\$240.48
KOEHN, ANDREW	OFFICIAL/REFEREE	\$100.00
KONE INC	OTHER PURCH PROF SERVICES	\$245.91
KONRARDY, KATHLEEN	PROF-EDUCATIONAL SERVICES	\$111.63
KOOPMANN, KEITH AMBROSE	OFFICIAL/REFEREE	\$78.00
KRAPFL, LISA	PROF-EDUCATIONAL SERVICES	\$5,121.96
KRUSER SEPTIC SERVICE, INC.	BLDG CONSTRUCTION SUPPLY	\$725.00
KUHLE, BRIAN T	IN DISTRICT TRAVEL	\$194.88
LANGE, JULIE L	IN DISTRICT TRAVEL	\$56.45
LANGLOIS, ISAIAH THOMAS	OFFICIAL/REFEREE	\$60.00
LARSON, AMY J	IN DISTRICT TRAVEL	\$35.62
LAWLER, MARK E	IN DISTRICT TRAVEL	\$14.67
LEICHT, MICHELLE L	IN DISTRICT TRAVEL	\$64.29
LEITZEN, AMBER K	IN DISTRICT TRAVEL	\$32.76
LIFELINE AUDIO VIDEO TECHNOLOGIES INC	INSTRUCTION SUPPLIES	\$20.00
LIFELINE AUDIO VIDEO TECHNOLOGIES INC	OTHER GENERAL SUPPLIES	\$50.00
LINN COUNTY SHERIFF	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$42.84
LITTLETON, DIERRE D	IN DISTRICT TRAVEL	\$89.68
LOEWENBERG, VALERIE L	IN DISTRICT TRAVEL	\$132.16
LOPEZ, YARA ISABEL	PROF-EDUCATIONAL SERVICES	\$79.23
LORAS COLLEGE	OTHER PURCH PROF SERVICES	(\$14,387.92)
LORAS COLLEGE	TUITION/COLLEGE	\$4,250.00
LUDOVISSY, BROOKE S	IN DISTRICT TRAVEL	\$52.03
LYNNER, CRAIG	OFFICIAL/REFEREE	\$152.72
MADISON NATIONAL LIFE INSURANCE CO.	DISABILITY INSURANCE	(\$5.29)
MADISON NATIONAL LIFE INSURANCE CO.	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$17,154.20
MADISON NATIONAL LIFE INSURANCE CO.	TERM LIFE INSURANCE	\$4.40
MALONEY, JOSEPH M	IN DISTRICT TRAVEL	\$121.07
MANTERNACH, BRAD A	IN DISTRICT TRAVEL	\$170.07
MANTHEY, LAURIE L	IN DISTRICT TRAVEL	\$133.23
MAQUOKETA COMMUNITY SCHOOLS	TUITION/OPEN ENROLL	\$3,694.45

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Vendor Name	Description	Check Total
MARITA THEISEN CHILDCARE CENTER	PROF-EDUCATIONAL SERVICES	\$3,592.71
MASON CITY COMMUNITY SCHOOL DISTRICT	TUITION/LEA	\$40.38
MAY, WILLIAM ANDREW	OFFICIAL/REFEREE	\$149.50
MC GILL, GINGER L	IN DISTRICT TRAVEL	\$18.82
MCDONALDS RESTAURANT	INSTRUCTION SUPPLIES	\$113.56
MCLANE, DONALD	OFFICIAL/REFEREE	\$154.96
MCQUILLEN, JANESEA L	IN DISTRICT TRAVEL	\$66.36
MEDIAQUEST SIGNS	CAPITALIZED FIXED ASSETS	\$4,950.00
MEDICAL ASSOCIATES - I PLAN (EMPLOYEE)	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$22,525.79
MEDICAL ASSOCIATES CLINIC PC	DRUG TESTING	\$69.50
MEDICAL ASSOCIATES CLINIC PC	OTHER PURCH PROF SERVICES	\$535.00
MEDICAL ASSOCIATES HMO (EMPLOYEE)	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$848,653.55
MEIER, MICHELLE G	IN DISTRICT TRAVEL	\$24.64
MENARDS INC	INSTRUCTION SUPPLIES	\$747.55
MENARDS INC	OTHER GENERAL SUPPLIES	\$34.90
MERCY CHILD DEVELOPMENT CENTER	PROF-EDUCATIONAL SERVICES	\$8,123.96
MILLIGAN, JULIE A	IN DISTRICT TRAVEL	\$55.89
MINI MASTERPIECES PRESCHOOL INC	PROF-EDUCATIONAL SERVICES	\$3,967.06
MOELLER, DAVID C	IN DISTRICT TRAVEL	\$34.38
MOKLESTAD, KAITLYN R	IN DISTRICT TRAVEL	\$115.58
MOLO OIL COMPANY	OTHER GENERAL SUPPLIES	\$77.51
MORLEY, SEAN K	IN DISTRICT TRAVEL	\$42.78
MORLEY, STACY L	IN DISTRICT TRAVEL	\$13.44
MORROW, JON	OFFICIAL/REFEREE	\$100.00
MULGREW OIL COMPANY	DIESEL	\$38,099.88
MULGREW OIL COMPANY	TRANSPORTATION LUBRICANTS	\$7,341.70
MURPHY, MARK	OTHER CURRENT LIABILITIES	\$100.00
MYSTERY SCIENCE INC	INSTRUCTION SUPPLIES	\$1,645.00
NAPA AUTO PARTS	INSTRUCTION SUPPLIES	\$305.28
NASCO	INSTRUCTION SUPPLIES	\$64.92
NASCO	MACHINERY/EQUIPMENT	\$715.99
NATIONAL MISSISSIPPI RIVER MUSEUM &	INSTRUCTION SUPPLIES	\$1,080.00
NAUMAN, ROBIN	TEXTBOOK FINES/PENALTIES	\$9.36
NAVE, LEANN L	IN DISTRICT TRAVEL	\$41.66
NEIBA NORTHEAST IOWA BANDMASTERS ASSN	INSTRUCTION SUPPLIES	\$40.00
NEW JERSEY FAMILY SUPPORT PYMT CENTER	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$200.00
NILLES, BRIAN	OFFICIAL/REFEREE	\$220.00
NOAHS ARK PRESCHOOL	PROF-EDUCATIONAL SERVICES	\$4,722.86
NORTH CEDAR COMMUNITY SCHOOL DISTRICT	TUITION/LEA	\$5,537.70
NORTHEAST IOWA COMM COLLEGE CALMAR	PROF-EDUCATIONAL SERVICES	\$5,873.48
NORTHEAST IOWA COMM COLLEGE-CALMAR	PROF-EDUCATIONAL SERVICES	\$3,006.00
NORTHEAST IOWA COMM COLLEGE-CALMAR	STAFF WORKSHOP/CONFERENCE REG FEES	\$90.00
O'REILLY AUTOMOTIVE STORES, INC	INSTRUCTION SUPPLIES	\$671.45
OBERHOFFER, BETH A	IN DISTRICT TRAVEL	\$294.81
ODELL, STACIE A	IN DISTRICT TRAVEL	\$76.38

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Vendor Name	Description	Check Total
OUR REDEEMER LUTHERAN PRESCHOOL	PROF-EDUCATIONAL SERVICES	\$8,501.86
PADRON, MARIA NEGRETE	PROF-EDUCATIONAL SERVICES	\$20.00
PAUL H. BROOKES PUBLISHING CO., INC.	INSTRUCTION SUPPLIES	\$41.45
PAYROLL NET - ACH	NET PAYROLL PAYABLE	\$4,874,373.05
PER MAR SECURITY SERVICES	CAPITALIZED FIXED ASSETS	\$365.00
PER MAR SECURITY SERVICES	OTHER PURCH PROF SERVICES	\$323.00
PETERSEN, ANDREW JOSHUA	OFFICIAL/REFEREE	\$134.50
PETERSON, ANDY E	IN DISTRICT TRAVEL	\$91.22
PHOTO WAREHOUSE	INSTRUCTION SUPPLIES	\$1,051.19
PITSCO EDUCATION, LLC	INSTRUCTION SUPPLIES	\$54.00
POMPS TIRE SERVICE	TRANSPORTATION TIRES	\$1,593.20
PORTZEN, STACY L	IN DISTRICT TRAVEL	\$26.88
POTTAWATTAMIE COUNTY SHERIFF'S OFFICE	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$67.04
QBS, LLC	CONTRACTED TRAINING PROVIDER	\$12.00
RABER, ERICKA A	IN DISTRICT TRAVEL	\$26.66
RABEY, TODD	OFFICIAL/REFEREE	\$134.50
RACKERS, LYNNE C	IN DISTRICT TRAVEL	\$2.91
RADIO DUBUQUE, INC.	RENTAL OF EQUIP/VEHICLES	\$619.83
REALLY GREAT READING LLC	INSTRUCTION SUPPLIES	\$123.20
REALLY GREAT READING LLC	SUBSCRIPTIONS/LICENSE RENEWAL FOR COMP SOFTWARE	\$570.00
RECOVER HEALTH SERVICES	PROF-EDUCATIONAL SERVICES	\$17,264.80
REEVES, MARIAH	PROF-EDUCATIONAL SERVICES	\$135.03
RELIANCE TRUST COMPANY	EMPLOYER PAID TSA	\$22,000.00
REMINGTON, SHANE	OFFICIAL/REFEREE	\$100.00
REPUBLIC SERVICES #897	REFUSE DISPOSAL	\$3,852.37
RIFTON EQUIPMENT	INSTRUCTION SUPPLIES	\$19.25
RIMA, DENNIS	OFFICIAL/REFEREE	\$100.00
RIPLEY, RICHARD MATTHEW	OFFICIAL/REFEREE	\$134.50
ROEN, JEFFREY A.	OFFICIAL/REFEREE	\$70.00
ROLING, DUANE	OFFICIAL/REFEREE	\$266.42
ROSCHEN, TRICIA	IN DISTRICT TRAVEL	\$5.26
RUDEN, AMBER L	INSTRUCTION SUPPLIES	\$144.49
RYAN, CHERI L	IN DISTRICT TRAVEL	\$52.19
RYAN, HILLARY D	IN DISTRICT TRAVEL	\$75.26
SADLER, DENNIS JAMES	OFFICIAL/REFEREE	\$227.50
SCHADLER, CINDY L	IN DISTRICT TRAVEL	\$25.08
SCHNIER, WAYNE R.	OFFICIAL/REFEREE	\$68.00
SCHOLASTIC INC - BOOK FAIRS	LIBRARY BOOKS	\$3,356.53
SCHOOL OUTFITTERS, LLC	INSTRUCTION SUPPLIES	\$5,045.03
SCHOOL SPECIALTY, LLC	INSTRUCTION SUPPLIES	\$477.14
SCHOOL SPECIALTY, LLC	OTHER GENERAL SUPPLIES	\$70.07
SCHROEDER, DENNIS LYNN	OFFICIAL/REFEREE	\$211.04
SCHROEDER, RON	OFFICIAL/REFEREE	\$133.12
SCHULTZ STRING	REPAIR/MAINTENANCE	\$330.50
SCHULZ, BRIAN	OFFICIAL/REFEREE	\$55.00

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Vendor Name	Description	Check Total
SCHUMAN, CALEB	OFFICIAL/REFEREE	\$130.00
SENIOR HIGH SCHOOL PETTY CASH	OTHER GENERAL SUPPLIES	\$1,782.00
SESKER, KENT W.	OFFICIAL/REFEREE	\$149.50
SIMMIEN, JUSTIN R	IN DISTRICT TRAVEL	\$76.44
SIOUX CITY COMM SCHOOL DISTRICT	TUITION/LEA	\$441.65
SONOVA USA INC	OTHER EQUIPMENT	\$821.92
SPIELMAN, CHARLES	OFFICIAL/REFEREE	\$272.28
STAPLES ADVANTAGE	INSTRUCTION SUPPLIES	\$293.98
STAPLES ADVANTAGE	OFFICE SUPPLIES	\$147.27
STAPLES ADVANTAGE	OTHER GENERAL SUPPLIES	\$482.95
STATE DISBURSEMENT UNIT	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$900.00
STEFFL, MICHELLE C	IN DISTRICT TRAVEL	\$22.57
STOLTZ, ALAN	OFFICIAL/REFEREE	\$160.00
STUECK, TAMARA L	IN DISTRICT TRAVEL	\$4.70
STURM, MICHAEL MERLIN	OFFICIAL/REFEREE	\$200.00
SUPERIOR WELDING SUPPLY CO	CAPITALIZED FIXED ASSETS	\$13,940.67
SUPERIOR WELDING SUPPLY CO	INSTRUCTION SUPPLIES	\$1,660.19
SUPERIOR WELDING SUPPLY CO	MACHINERY/EQUIPMENT	\$2,571.74
SWIFT, JONATHAN L	IN DISTRICT TRAVEL	\$75.10
T-MOBILE USA INC.	PROF-EDUCATIONAL SERVICES	\$3,800.00
TELEGRAPH HERALD	PERIODICALS	\$314.67
TENNANT SALES AND SERVICE COMPANY	BUILDING REPAIR/MAINT	\$774.50
THE JUSTICE CENTER	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$1,089.11
THE LIBRARY STORE, INC. (TLS)	TECHNOLOGY SUPPLIES	\$228.42
THOM, DAVID J	IN DISTRICT TRAVEL	\$25.76
THOMA, PAIGE C	IN DISTRICT TRAVEL	\$63.78
THREE RIVERS FS COMPANY - DYERSVILLE	LP GAS	\$424.98
TIESKOTTER, BRIANNA N	IN DISTRICT TRAVEL	\$40.60
TIMBERLINE BILLING SERVICE LLC	OTHER TECH SERVICES	\$12,046.23
TRANE US, INC.	CONTRACTED TRAINING PROVIDER	\$1,958.75
TRI-STATE ADJUSTMENTS FREEPORT INC.	COLLECTION AGENCY FEE	\$64.91
TRI-STATE SHRED	OTHER PURCH PROF SERVICES	\$60.00
TRI-STATE TRAVEL	PRIVATE CONTRACT BUSSING	\$19,211.70
UHAL, JOHN	OFFICIAL/REFEREE	\$88.98
ULINE, INC	INSTRUCTION SUPPLIES	\$10,156.33
ULINE, INC	MACHINERY/EQUIPMENT	\$3,646.19
UNITED PARCEL SERVICE	POSTAGE	\$206.76
UNITED WAY SERVICES	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$389.00
UNIVERSITY OF DUBUQUE	TUITION/COLLEGE	\$2,750.00
UNIVERSITY OF DUBUQUE CHILDCARE CENTER	PROF-EDUCATIONAL SERVICES	\$5,478.67
US CELLULAR	TELEPHONE/DATA LINES	\$955.33
VARSITY GROUP	OTHER GENERAL SUPPLIES	\$2,273.00
VEACH, KIM A	IN DISTRICT TRAVEL	\$8.51
VERIZON WIRELESS	PROF-EDUCATIONAL SERVICES	\$2,072.76
VERIZON WIRELESS	TELEPHONE/DATA LINES	\$40.01

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Vendor Name	Description	Check Total
VOSS PEST CONTROL INC	PEST CONTROL	\$85.00
WACHTER, JEFFERY	OFFICIAL/REFEREE	\$120.00
WALLIS, DAVID	OFFICIAL/REFEREE	\$330.00
WARDS SCIENCE	INSTRUCTION SUPPLIES	\$273.27
WEILAND, KRISTIN L	IN DISTRICT TRAVEL	\$22.06
WELLMARK BLUE CROSS BLUE SHIELD OF IOWA	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$815,242.80
WELTER, KENNETH	OFFICIAL/REFEREE	\$275.18
WERNIMONT, ASHLYN E	IN DISTRICT TRAVEL	\$41.39
WEST MUSIC COMPANY	INSTRUCTION SUPPLIES	\$675.19
WEST MUSIC COMPANY	MACHINERY/EQUIPMENT	\$2,019.67
WEST MUSIC COMPANY	OTHER GENERAL SUPPLIES	\$51.97
WEST MUSIC COMPANY	REPAIR/MAINTENANCE	\$612.50
WESTERN DUBUQUE COMM. SCHOOL DISTRICT	TUITION/LEA	\$21,828.60
WESTERN DUBUQUE COMM. SCHOOL DISTRICT	TUITION/OPEN ENROLL	\$83,214.00
WIDMEIER, RITA M	IN DISTRICT TRAVEL	\$103.54
WIESER EDUCATIONAL	TEXTBOOKS	\$201.58
WILDEN JR, RAYMOND P.	OFFICIAL/REFEREE	\$128.06
WILGENBUSCH, SUE A	IN DISTRICT TRAVEL	\$151.81
WILLIAM V MACGILL & CO	OTHER GENERAL SUPPLIES	\$122.79
WISC SUPPORT COLLECTIONS TRUST	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$2,108.51
WRIGHT, EUGENE DAVID	OFFICIAL/REFEREE	\$175.00
WUERTZER, JEAN A	IN DISTRICT TRAVEL	\$26.15
YOUNG-UNS CHILD CARE CENTER & PRESCHOOL	PROF-EDUCATIONAL SERVICES	\$21,343.37
ZUGENBUEHLER, MARC C	IN DISTRICT TRAVEL	\$5.15
Fund Total:		\$10,781,947.26
Fund: MANAGEMENT LEVY		
MEDICAL ASSOCIATES - I PLAN (EMPLOYEE)	MEDICAL INSURANCE	\$1,674.59
MEDICAL ASSOCIATES HMO (EMPLOYEE)	MEDICAL INSURANCE	\$14,923.28
WELLMARK BLUE CROSS BLUE SHIELD OF IOWA	MEDICAL INSURANCE	\$17,736.77
Fund Total:		\$34,334.64
Fund: PHYSICAL PLANT/EQUIP LEVY		
ACCESS SYSTEMS	MACHINERY/EQUIPMENT	\$5,314.00
CRESCENT ELECTRIC SUPPLY CO	BLDG CONSTRUCTION SUPPLY	\$362.85
CRESCENT ELECTRIC SUPPLY CO	F/A OTHER PROPERTY SERV	\$1,651.00
DICKS PETROLEUM COMPANY	OTHER PROPERTY SERVICES	\$985.86
EASTERN IOWA EXCAVATING & CONCRETE LLC	OTHER PROPERTY SERVICES	\$706.49
ENVIRONMENTAL MGMT SERVICES OF IOWA, INC	OTHER PROPERTY SERVICES	\$680.00
HARRIS N.A.	BLDG CONSTRUCTION SUPPLY	\$2,556.79
HARRIS N.A.	MACHINERY/EQUIPMENT	\$2,417.00
HARRIS N.A.	OTHER PROPERTY SERVICES	\$185.49
KONE INC	MACHINERY/EQUIPMENT	\$1,689.00
MODUS ENGINEERING, LTD	ARCHITECT/CM SERVICE	\$1,161.00
PER MAR SECURITY SERVICES	BLDG CONSTRUCTION SUPPLY	\$730.00

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Vendor Name	Description	Check Total
PREMIER FURNITURE & EQUIPMENT	MACHINERY/EQUIPMENT	\$1,381.14
PREMIER FURNITURE & EQUIPMENT	OFFICE SUPPLIES	\$2,921.88
RACOM CORPORATION	MACHINERY/EQUIPMENT	\$1,948.00
RICOH USA, INC	OTHER TECH SERVICES	\$9,553.04
STRAKA JOHNSON ARCHITECTS PROF. CORP.	ARCHITECT/CM SERVICE	\$1,755.00
ZEPHYR ALUMINUM PRODUCTS	OTHER PROPERTY SERVICES	\$2,183.00
Fund Total:		\$38,181.54
Fund: SCHOOL NUTRITION FUND		
AMERICAN FIDELITY ASSURANCE COMPANY	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$1,425.52
ATLANTIC COCA-COLA BOTTLING COMPANY	PURCHASED FOOD	\$3,732.17
CANGANELLI, AMANDA M	UNEARNED REVENUES	\$95.60
CAVANAUGH, SUSAN	UNEARNED REVENUES	\$14.70
EMS DETERGENT SERVICES CO	OTHER GENERAL SUPPLIES	\$3,058.26
ENVISION SPORTS DESIGN	OTHER GENERAL SUPPLIES	\$954.75
FEDERAL TAX WITHHOLDING	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$8,541.75
FICA WITHHOLDING - EMPLOYEE	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$27,227.72
GOODWIN TUCKER GROUP	REPAIR/MAINTENANCE	\$366.00
HARRIS N.A.	OTHER GENERAL SUPPLIES	\$3,450.43
HARRIS N.A.	PURCHASED FOOD	\$108.92
HP INC	MACHINERY AND EQUIPMENT	\$17,695.60
HUNDT, EMILY	UNEARNED REVENUES	\$73.60
IA PUBLIC EMP RETIREMENT-EMPLOYEE	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$27,732.82
ILLINOIS DEPARTMENT OF REVENUE	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$111.95
ING - COMMON REMITTER	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$359.52
IOWA STATE TAX WITHHOLDING	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$4,302.22
KOVAR, TRACY	UNEARNED REVENUES	\$22.10
LOFFREDO FRESH PRODUCE CO. INC	PURCHASED FOOD	\$9,093.86
MADISON NATIONAL LIFE INSURANCE CO.	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$492.21
MARTIN BROTHERS DISTRIBUTING CO, INC	COMMODITIES CONSUMED	\$1,831.50
MARTIN BROTHERS DISTRIBUTING CO, INC	PURCHASED FOOD	\$10,098.22
MEDICAL ASSOCIATES HMO (EMPLOYEE)	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$7,555.00
PAN-O-GOLD BAKING COMPANY	PURCHASED FOOD	\$3,666.60
PAYROLL NET - ACH	NET PAYROLL PAYABLE	\$135,946.15
PJ IOWA LC	PURCHASED FOOD	\$4,524.00
PRAIRIE FARMS DAIRY, INC	PURCHASED FOOD	\$32,362.93
REINHART FOODSERVICE	OTHER GENERAL SUPPLIES	\$9,607.31
REINHART FOODSERVICE	PURCHASED FOOD	\$123,744.02
WELLMARK BLUE CROSS BLUE SHIELD OF IOWA	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$29,492.70
Fund Total:		\$467,688.13
Fund: SECURE AN ADVANCED VISION FOR EDUCATION (SAVE)		
AHLERS & COONEY, P.C.	LEGAL	\$647.00
CDW GOVERNMENT INC	OTHER PURCH PROF SERVICES	\$1,915.00
CENTURY LINK - PHOENIX	TELEPHONE/DATA LINES	\$24,088.20
CS TECHNOLOGIES, INC.	TELEPHONE/DATA LINES	\$1,959.00

**Dubuque Community School District
Regular Board Meeting
February 14, 2022**

Vendor Name	Description	Check Total
ENVIRONMENTAL MGMT SERVICES OF IOWA, INC	CONSTRUCTION SERVICES	\$5,313.32
HARRIS N.A.	TECHNOLOGY SUPPLIES	\$866.16
HP INC	COMPUTER HARDWARE	\$16,065.00
KONE INC	CONSTRUCTION SERVICES	\$3,451.82
MICROSOFT CORPORATION	SUBSCRIPTIONS/LICENSE RENEWAL FOR COMP SOFTWARE	\$1,228.36
MOTUS, LLC	OTHER PURCH PROF SERVICES	\$7,500.00
MULTIVISTA	CONSTRUCTION SERVICES	\$2,425.00
OPG-3 INC.	OTHER PURCH PROF SERVICES	(\$36,160.00)
STRAKA JOHNSON ARCHITECTS PROF. CORP.	ARCHITECT/CM SERVICE	\$42,452.50
TERRACON CONSULTANTS INC	CONSTRUCTION SERVICES	\$192.50
TRI-TECHNICAL SYSTEMS, INC.	OTHER PURCH PROF SERVICES	\$64.00
TRICON CONSTRUCTION GROUP	CONSTRUCTION SERVICES	\$771,900.10
TYLER TECHNOLOGIES, INC.	OTHER PURCH PROF SERVICES	\$8,769.00
UMB BANK N.A.	BOND COSTS	\$1,500.00
VERIZON WIRELESS	TELEPHONE/DATA LINES	\$280.07
Fund Total:		\$926,777.03
Fund: STUDENT ACTIVITY FUND		
ADVANCE DESIGNS INC	OTHER GENERAL SUPPLIES	\$1,022.02
ASSUMPTION HIGH SCHOOL	STUDENT ENTRY FEES	\$135.00
BIG B DJ SERVICE	PROF-EDUCATIONAL SERVICES	\$100.00
BP CREDIT CARD CENTER	GASOLINE	\$1,138.52
BSN SPORTS LLC	OTHER GENERAL SUPPLIES	\$433.00
BUSINESS IMPACT GROUP, LLC	OTHER GENERAL SUPPLIES	\$200.00
CAPITAL ONE, N.A.	OTHER GENERAL SUPPLIES	\$31.54
CARLISLE RYAN DIGITAL SERVICES	OTHER GENERAL SUPPLIES	\$194.81
CASCADE JUNIOR-SENIOR HIGH SCHOOL	STUDENT ENTRY FEES	\$100.00
CEDAR RAPIDS JEFFERSON HIGH SCHOOL	STUDENT ENTRY FEES	\$90.00
CEDAR RAPIDS KENNEDY HIGH SCHOOL	OTHER GENERAL SUPPLIES	\$75.00
CENTRAL COMMUNITY SCHOOL DISTRICT	STUDENT ENTRY FEES	\$180.00
CHESHER, NATHANIEL B	OTHER GENERAL SUPPLIES	\$119.72
CLINTON HIGH SCHOOL	STUDENT ENTRY FEES	\$100.00
COAKLEY, AMANDA	OTHER GENERAL SUPPLIES	\$50.00
DEMERATH, TRACY L	IN STATE TRAVEL	\$209.44
DISTRICT 20 SUPPLY CO.	OTHER GENERAL SUPPLIES	\$1,040.00
ELSMORE SWIM SHOP	OTHER GENERAL SUPPLIES	\$1,553.23
EPIC SPORTS	OTHER GENERAL SUPPLIES	\$83.11
FAREWAY STORES, INC.	OTHER GENERAL SUPPLIES	\$65.30
FEDERAL TAX WITHHOLDING	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$226.91
FICA WITHHOLDING - EMPLOYEE	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$686.24
FLANNAGAN, MICHAEL	OTHER GENERAL SUPPLIES	\$175.00
FORT MADISON HIGH SCHOOL	OTHER GENERAL SUPPLIES	\$150.00
FUND STAR, INC.	OTHER GENERAL SUPPLIES	\$686.40
GRAPHIC EDGE	OTHER GENERAL SUPPLIES	\$44.08
HAPPY JOE'S DELIVERY & CARRYOUT	OTHER GENERAL SUPPLIES	\$2,655.00

**Dubuque Community School District
Regular Board Meeting
February 14, 2022**

Vendor Name	Description	Check Total
HARRIS N.A.	IN STATE TRAVEL	\$70.02
HARRIS N.A.	OTHER GENERAL SUPPLIES	\$8,207.40
HARRIS N.A.	STUDENT ENTRY FEES	\$1,290.00
HEMPSTEAD HIGH SCHOOL PETTY CASH	OTHER GENERAL SUPPLIES	\$80.06
HY-VEE, INC.	OTHER GENERAL SUPPLIES	\$306.72
IA PUBLIC EMP RETIREMENT-EMPLOYEE	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$591.62
INSIDE DECOR RENTAL INC.	OTHER GENERAL SUPPLIES	\$1,479.98
IOWA CITY AREA SPORTS COMMISSION	STUDENT ENTRY FEES	\$350.00
IOWA CITY HIGH	STUDENT ENTRY FEES	\$90.00
IOWA HIGH SCHOOL BASEBALL COACHES ASSOC	STAFF DUES	\$375.00
IOWA HIGH SCHOOL SOCCER COACHES ASSOC	STAFF DUES	\$30.00
IOWA HIGH SCHOOL SPEECH ASSOCIATION	STUDENT ENTRY FEES	\$54.00
IOWA HIGH SCHOOL SPEECH ASSOCIATION	STUDENT/STAFF ADMISSIONS	\$426.00
IOWA STATE TAX WITHHOLDING	PAYROLL DEDUCTIONS AND WITHHOLDINGS	\$123.49
IOWA WRESTLING COACHES & OFFICIAL ASSOC	STUDENT ENTRY FEES	\$175.00
JMJ SCREEN PRINTING	OTHER GENERAL SUPPLIES	\$376.58
KLINEBRIEL, JILL	PROF-EDUCATIONAL SERVICES	\$800.00
LADY CARDINALS	OTHER GENERAL SUPPLIES	\$175.00
LEYTEM, DAIN J	IN STATE TRAVEL	\$222.47
LIGHTS! CAMERA! SELFIE!	OTHER GENERAL SUPPLIES	\$250.00
LIME ROCK SPRINGS CO-PEPSI COLA CO	OTHER GENERAL SUPPLIES	\$1,696.80
LUND, GENE	PROF-EDUCATIONAL SERVICES	\$1,500.00
MEDIAQUEST SIGNS	CAPITALIZED FIXED ASSETS	\$3,500.00
MINNTEX CITRUS	OTHER GENERAL SUPPLIES	\$795.90
MONTICELLO SPORTS	OTHER GENERAL SUPPLIES	\$1,224.00
MYERS-COX COMPANY	OTHER GENERAL SUPPLIES	\$2,146.13
NEIBA NORTHEAST IOWA BANDMASTERS ASSN	OTHER GENERAL SUPPLIES	\$100.00
NORTH LINN HIGH SCHOOL	STUDENT ENTRY FEES	\$115.00
NORTH SCOTT HIGH SCHOOL	OTHER GENERAL SUPPLIES	\$100.00
PAYROLL NET - ACH	NET PAYROLL PAYABLE	\$3,678.00
PETERSON, STEPHANIE	OTHER GENERAL SUPPLIES	\$175.00
PLANE ART DESIGNS, INC.	OTHER GENERAL SUPPLIES	\$1,312.50
PROCTOR, JILL	OTHER GENERAL SUPPLIES	\$175.00
PROSTATE CANCER FOUNDATION	OTHER GENERAL SUPPLIES	\$533.00
QUAD CITY TIMES	OTHER GENERAL SUPPLIES	\$445.75
SCHABER, AMY	OTHER GENERAL SUPPLIES	\$75.00
SOAT, KATELYN	PROF-EDUCATIONAL SERVICES	\$625.00
SOER, ZACHARY D	GASOLINE	\$43.72
STUART, KATHLEEN	GASOLINE	\$46.56
THOMAS JEFFERSON HS	STUDENT ENTRY FEES	\$120.00
VARSITY SPIRIT FASHIONS & SUPPLIES	OTHER GENERAL SUPPLIES	\$350.90
VERNON MIDDLE SCHOOL BAND	OTHER GENERAL SUPPLIES	\$45.00
VOGT, THOMAS	OTHER GENERAL SUPPLIES	\$175.00
WAPSIE VALLEY HIGH SCHOOL	STUDENT ENTRY FEES	\$50.00

**Dubuque Community School District
Regular Board Meeting
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Vendor Name	Description	Check Total
WEST MUSIC COMPANY	OTHER GENERAL SUPPLIES	\$106.75
WESTERN DUBUQUE HIGH SCHOOL	STUDENT ENTRY FEES	\$80.00
WILTON JR - SR HIGH SCHOOL	STUDENT ENTRY FEES	\$50.00
	Fund Total:	\$46,282.67
	Grand Total:	\$12,565,019.08

Dubuque Community School District

General Ledger - MONTHLY REVENUE RECAP

Fiscal Year: 2021-2022 From Date:1/1/2022 To Date:1/31/2022

Account Mask: ????????????????????

Account Type: REVENUE

☒ Print accounts with zero balance

☐ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / OBJECT	Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
10 - GENERAL FUND						
001111 - PROPERTY TAX	(\$35,090,949.00)	(\$401,446.25)	(\$15,598,165.59)	\$0.00	(\$19,492,783.41)	44.45%
001112 - CASH RESERVE PROPERTY TAX	(\$7,085,158.00)	\$0.00	(\$7,648,981.27)	\$0.00	\$563,823.27	107.96%
001113 - BUS PROP TAX CREDIT	\$0.00	\$0.00	(\$502,295.16)	\$0.00	\$502,295.16	0.00%
001114 - INST SUPPORT PROPERTY TAX	(\$5,543,931.00)	(\$50,895.53)	(\$2,990,335.14)	\$0.00	(\$2,553,595.86)	53.94%
001171 - UTILITY REPLACEMENT TAX	(\$1,063,043.00)	\$0.00	(\$514,256.49)	\$0.00	(\$548,786.51)	48.38%
001191 - MOBILE HOME TAX	(\$102,000.00)	(\$3,496.47)	(\$79,717.31)	\$0.00	(\$22,282.69)	78.15%
001311 - TUITION/INDIVID/REG ED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001313 - TUITION/INDIVID/DRIVER ED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001314 - TUITION/INDIVID/OUT OF ST	(\$10,000.00)	(\$3,613.50)	(\$7,227.00)	\$0.00	(\$2,773.00)	72.27%
001321 - TUITION/LEA'S - REG EDUC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001322 - TUITION/LEA'S SPEC EDUC	(\$850,000.00)	\$0.00	(\$487,331.76)	\$0.00	(\$362,668.24)	57.33%
001323 - TUIT/LEA/OPEN ENR/REG ED	(\$300,000.00)	\$0.00	(\$24,552.50)	\$0.00	(\$275,447.50)	8.18%
001361 - TUITION/SUM SCH/REG ED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001411 - TRANS/FEES/REG ED/PUBLIC	(\$22,500.00)	(\$3,348.00)	(\$34,853.05)	\$0.00	\$12,353.05	154.90%
001441 - TRANS FEES/PRIVATE	(\$7,500.00)	(\$1,984.45)	(\$13,823.52)	\$0.00	\$6,323.52	184.31%
001510 - INTEREST	(\$100,000.00)	(\$1,510.62)	(\$37,969.17)	\$0.00	(\$62,030.83)	37.97%
001720 - BOOKSTORE & SUPPLY SALES	(\$1,000.00)	(\$10.55)	(\$244.55)	\$0.00	(\$755.45)	24.46%
001740 - STUDENT FEES REVENUE	(\$100,000.00)	(\$10,968.00)	(\$58,439.81)	\$0.00	(\$41,560.19)	58.44%
001748 - STUDENT FEES - CONTEST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001910 - PROPERTY RENTAL	(\$115,000.00)	(\$3,331.80)	(\$117,268.36)	\$0.00	\$2,268.36	101.97%
001920 - DONATIONS/CONTRIBUTIONS	(\$200,000.00)	(\$15,781.83)	(\$128,556.30)	\$0.00	(\$71,443.70)	64.28%
001921 - DRA GRANT	(\$120,000.00)	\$0.00	(\$125,000.00)	\$0.00	\$5,000.00	104.17%
001924 - MCELROY GRANT	\$0.00	(\$5,384.37)	(\$5,384.37)	\$0.00	\$5,384.37	0.00%
001925 - LOCAL GRANT	(\$80,000.00)	\$356.84	(\$31,461.81)	\$0.00	(\$48,538.19)	39.33%
001942 - TEXTBOOK FEES - PUBLIC	(\$485,000.00)	(\$9,464.74)	(\$485,792.00)	\$0.00	\$792.00	100.16%
001945 - TEXTBOOK FINES/PENALTIES	(\$10,000.00)	(\$607.32)	(\$11,704.03)	\$0.00	\$1,704.03	117.04%
001954 - LEA/AEA OTHER SERVICES	(\$43,490.00)	\$0.00	\$0.00	\$0.00	(\$43,490.00)	0.00%
001956 - CURRICULUM COORDINATOR TO AEA	\$0.00	\$0.00	(\$42,337.83)	\$0.00	\$42,337.83	0.00%
001958 - MISC REV FROM LEA/AEA	\$0.00	(\$413.02)	(\$413.02)	\$0.00	\$413.02	0.00%
001989 - OTHER REFUND PR YR EXP	(\$8,500.00)	\$0.00	(\$20,902.41)	\$0.00	\$12,402.41	245.91%
001993 - FUND RAISERS OTHER THAN STUDENT ACTIVITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001996 - IA SCH MICRO SETTLEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001999 - MISCELLANEOUS REVENUE	(\$350,000.00)	(\$37,919.65)	(\$341,580.45)	\$0.00	(\$8,419.55)	97.59%

Dubuque Community School District

General Ledger - MONTHLY REVENUE RECAP

Fiscal Year: 2021-2022 From Date:1/1/2022 To Date:1/31/2022

Account Mask: ??????????????????????

Account Type: REVENUE

☒ Print accounts with zero balance

☐ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / OBJECT	Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
003111 - FOUNDATION AID-CURRENT YR	(\$56,126,268.00)	(\$5,571,811.00)	(\$28,022,315.00)	\$0.00	(\$28,103,953.00)	49.93%
003113 - SPEC ED DEF/SUP ST AID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
003116 - TEACHER LEADERSHIP STATE AID	(\$3,598,842.00)	(\$359,884.00)	(\$1,799,420.00)	\$0.00	(\$1,799,422.00)	50.00%
003117 - 4 YR OLD PRESCHOOL ST AID	(\$2,265,844.00)	(\$225,541.00)	(\$1,127,705.00)	\$0.00	(\$1,138,139.00)	49.77%
003119 - TRANSPORTATION EQUITY AID	(\$8,415.00)	\$0.00	\$0.00	\$0.00	(\$8,415.00)	0.00%
003121 - FOSTER CARE CLAIM	(\$30,000.00)	\$0.00	(\$39,295.53)	\$0.00	\$9,295.53	130.99%
003123 - DISTRICT COURT CLAIM	(\$125,000.00)	\$0.00	(\$70,767.85)	\$0.00	(\$54,232.15)	56.61%
003202 - MENTORING AND INDUCTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
003204 - SALARY IMPROVEMENT PLAN	(\$6,598,581.00)	(\$659,858.00)	(\$3,299,290.00)	\$0.00	(\$3,299,291.00)	50.00%
003205 - CONTRACTS FOR PROF DEV/TECHNICAL ASSISTANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
003214 - AEA FLOW THROUGH	(\$5,483,327.00)	(\$456,944.00)	(\$3,198,608.00)	\$0.00	(\$2,284,719.00)	58.33%
003216 - EARLY INTERVENTION GRANT	(\$791,586.00)	(\$79,159.00)	(\$395,795.00)	\$0.00	(\$395,791.00)	50.00%
003217 - AMBASSADOR TO EDUCATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
003221 - NON-PUBLIC TRANSPORT AID	(\$400,000.00)	\$0.00	(\$402,034.40)	\$0.00	\$2,034.40	100.51%
003222 - NON-PUBLIC TEXTBOOK AID	(\$40,000.00)	\$0.00	(\$41,711.53)	\$0.00	\$1,711.53	104.28%
003227 - D-CAT/DHS	(\$10,000.00)	\$0.00	(\$5,000.00)	\$0.00	(\$5,000.00)	50.00%
003228 - JUVENILE DELINQUENCY GRANT	(\$70,000.00)	\$0.00	(\$33,148.52)	\$0.00	(\$36,851.48)	47.36%
003234 - K-3 INNOVATIVE AT RISK	\$0.00	\$0.00	(\$29,518.96)	\$0.00	\$29,518.96	0.00%
003238 - 4 YR OLD AT-RISK GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
003261 - VOCATIONAL AID	(\$30,000.00)	\$0.00	(\$26,715.19)	\$0.00	(\$3,284.81)	89.05%
003315 - EMPOWERMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
003333 - MODEL CORE CURRICULUM GRT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
003342 - SUCCESSFUL PROGRESSION FOR EARLY READERS	\$0.00	\$0.00	(\$95,276.00)	\$0.00	\$95,276.00	0.00%
003373 - PROF DEV MODEL CORE CURR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
003374 - TEACHER DEVEL ACADEMIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
003376 - ED QUALITY PROF DEVELOP	(\$780,555.00)	(\$78,056.00)	(\$390,280.00)	\$0.00	(\$390,275.00)	50.00%
003379 - COMPUTER SCIENCE PD INCENTIVE GRANT	\$0.00	\$0.00	(\$26,468.76)	\$0.00	\$26,468.76	0.00%
003720 - STATE GRANTS THRU AEA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
003751 - IOWA STEM GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
003801 - MILITARY CREDIT	(\$18,000.00)	\$0.00	(\$16,309.63)	\$0.00	(\$1,690.37)	90.61%
003803 - STATE COMM & IND REPLACEMENT	(\$1,737,263.00)	\$0.00	(\$632,403.40)	\$0.00	(\$1,104,859.60)	36.40%
004043 - AMERICAN RESCUE PLAN - LEARNING LOSS	\$0.00	(\$1,360,900.85)	(\$1,516,073.66)	\$0.00	\$1,516,073.66	0.00%
004045 - AMERICAN RESCUE PLAN ELEMENTARY & SECONDARY SCHOOL	\$0.00	(\$733,452.98)	(\$1,225,309.95)	\$0.00	\$1,225,309.95	0.00%
004051 - EDUCATION STABILIZATION FUND (GEERF FUND)	\$0.00	(\$1,648.94)	(\$28,313.19)	\$0.00	\$28,313.19	0.00%

Dubuque Community School District

General Ledger - MONTHLY REVENUE RECAP

Fiscal Year: 2021-2022 From Date:1/1/2022 To Date:1/31/2022

Account Mask: ??????????????????????

Account Type: REVENUE

☒ Print accounts with zero balance

☐ Include Inactive Accounts

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FUND / OBJECT	Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
004052 - EDUCATION STABILIZATION FUND (ESSER FUND)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004055 - EDUCATION STABILIZATION FUND (ESSER II FUNDS)	(\$2,005,712.00)	\$0.00	(\$5,723,220.36)	\$0.00	\$3,717,508.36	285.35%
004059 - TREASURY CARES (VARIOUS SOURCES)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004071 - APPRENTICESHIP USA GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004501 - TITLE I CURRENT FISCAL YR	(\$1,993,850.00)	\$0.00	(\$926,231.36)	\$0.00	(\$1,067,618.64)	46.45%
004507 - TITLE I SCHOOL IMPROVEMENT GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004508 - TITLE I CARRYOVER	(\$144,250.00)	(\$11,145.82)	(\$350,338.85)	\$0.00	\$206,088.85	242.87%
004513 - IDEA SUB GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004516 - UNDESIGNATED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004517 - IDEA SUB GRANT - LETRS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004525 - SPEC ED PART B HIGH COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004526 - SPECIAL ED - STATE PERSONNEL DEVELOPMENT GRANT	\$0.00	\$0.00	(\$3,511.63)	\$0.00	\$3,511.63	0.00%
004531 - PERKINS GRANT	(\$135,666.43)	\$0.00	(\$68,285.96)	\$0.00	(\$67,380.47)	50.33%
004565 - HOMELESS YOUTH GRANT	(\$45,000.00)	(\$12,422.29)	(\$33,476.28)	\$0.00	(\$11,523.72)	74.39%
004577 - COOPERAT AGREE/SCH HEALTH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004598 - TAP PROGRAM	(\$90,000.00)	(\$7,493.47)	(\$42,845.26)	\$0.00	(\$47,154.74)	47.61%
004634 - MEDICAID DIRECT CARE	(\$3,000,000.00)	(\$382,349.63)	(\$1,347,939.70)	\$0.00	(\$1,652,060.30)	44.93%
004643 - TITLE II-FED TCHR QUALITY	(\$325,000.00)	\$0.00	(\$235,264.66)	\$0.00	(\$89,735.34)	72.39%
004644 - TITLE III	(\$10,000.00)	\$0.00	(\$9,070.70)	\$0.00	(\$929.30)	90.71%
004646 - 21ST CENTURY COM LEARN CT	(\$80,000.00)	(\$18,630.15)	(\$49,416.18)	\$0.00	(\$30,583.82)	61.77%
004648 - TITLE VI PART A - NCLB	\$0.00	(\$1,191.06)	(\$23,458.02)	\$0.00	\$23,458.02	0.00%
004654 - ADVANCED PLACEMENT PROG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004669 - TITLE IV - STUDENT SUPPORT & ACADEMIC ENRICHMENT	(\$100,000.00)	\$0.00	(\$22,837.72)	\$0.00	(\$77,162.28)	22.84%
004720 - FEDERAL PASS-THROUGH(AEA)	(\$535,000.00)	\$0.00	(\$284,161.00)	\$0.00	(\$250,839.00)	53.11%
004790 - THROUGH ANOTHER AGENCY	\$0.00	\$0.00	(\$37,484.30)	\$0.00	\$37,484.30	0.00%
004812 - PYMTS TO ST/LIEU RE TAXES	(\$25,000.00)	\$0.00	\$0.00	\$0.00	(\$25,000.00)	0.00%
005221 - FUND 21 TRANSFER	(\$5,000.00)	\$0.00	(\$242.18)	\$0.00	(\$4,757.82)	4.84%
005261 - INTERFUND TRANS FUND 61	(\$280,000.00)	\$0.00	\$0.00	\$0.00	(\$280,000.00)	0.00%
005311 - COMP. FOR LOSS OF ASSETS	(\$35,000.00)	(\$12,018.10)	(\$13,487.10)	\$0.00	(\$21,512.90)	38.53%
005314 - SALE OF EQUIPMENT	(\$75,000.00)	(\$1,425.00)	(\$27,993.00)	\$0.00	(\$47,007.00)	37.32%
005900 - UPWARD ADJ BEG FUND BAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
10 - GENERAL FUND Total:	(\$138,686,230.43)	(\$10,523,750.55)	(\$80,929,616.73)	\$0.00	(\$57,756,613.70)	58.35%
21 - STUDENT ACTIVITY FUND						
001510 - INTEREST	(\$2,000.00)	(\$39.79)	(\$283.26)	\$0.00	(\$1,716.74)	14.16%

Dubuque Community School District

General Ledger - MONTHLY REVENUE RECAP

Fiscal Year: 2021-2022 From Date:1/1/2022 To Date:1/31/2022

Account Mask: ??????????????????????

Account Type: REVENUE

☒ Print accounts with zero balance

☐ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / OBJECT	Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
001710 - ADMISSIONS	\$0.00	(\$23,683.21)	(\$111,730.61)	\$0.00	\$111,730.61	0.00%
001711 - TICKET BOOKLETS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001740 - STUDENT FEES REVENUE	(\$275,000.00)	\$4,042.50	(\$72,501.20)	\$0.00	(\$202,498.80)	26.36%
001791 - STUDENT ACTIVITY FUND RAISERS	\$0.00	(\$648.61)	(\$46,763.29)	\$0.00	\$46,763.29	0.00%
001920 - DONATIONS/CONTRIBUTIONS	\$0.00	(\$28.00)	(\$9,194.95)	\$0.00	\$9,194.95	0.00%
001999 - MISCELLANEOUS REVENUE	(\$1,275,000.00)	(\$42,439.34)	(\$351,276.11)	\$0.00	(\$923,723.89)	27.55%
005210 - FUND 10 TRANSFERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
005261 - INTERFUND TRANS FUND 61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
21 - STUDENT ACTIVITY FUND Total:	(\$1,552,000.00)	(\$62,796.45)	(\$591,749.42)	\$0.00	(\$960,250.58)	38.13%
22 - MANAGEMENT LEVY						
001111 - PROPERTY TAX	(\$4,889,778.00)	(\$46,422.32)	(\$2,676,584.74)	\$0.00	(\$2,213,193.26)	54.74%
001113 - BUS PROP TAX CREDIT	\$0.00	\$0.00	(\$51,020.72)	\$0.00	\$51,020.72	0.00%
001171 - UTILITY REPLACEMENT TAX	(\$110,222.00)	\$0.00	(\$53,321.58)	\$0.00	(\$56,900.42)	48.38%
001191 - MOBILE HOME TAX	\$0.00	(\$362.55)	(\$8,159.38)	\$0.00	\$8,159.38	0.00%
001510 - INTEREST	(\$15,000.00)	(\$324.16)	(\$8,278.52)	\$0.00	(\$6,721.48)	55.19%
001989 - OTHER REFUND PR YR EXP	(\$16,300.00)	\$0.00	(\$38,456.00)	\$0.00	\$22,156.00	235.93%
001999 - MISCELLANEOUS REVENUE	\$0.00	(\$121.00)	(\$55,483.86)	\$0.00	\$55,483.86	0.00%
003801 - MILITARY CREDIT	(\$1,200.00)	\$0.00	(\$1,691.07)	\$0.00	\$491.07	140.92%
003803 - STATE COMM & IND REPLACEMENT	(\$179,730.00)	\$0.00	(\$64,651.50)	\$0.00	(\$115,078.50)	35.97%
005311 - COMP. FOR LOSS OF ASSETS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
22 - MANAGEMENT LEVY Total:	(\$5,212,230.00)	(\$47,230.03)	(\$2,957,647.37)	\$0.00	(\$2,254,582.63)	56.74%
33 - SECURE AN ADVANCED VISION FOR EDUCATION (SAVE)						
001510 - INTEREST	(\$100,000.00)	(\$14,644.80)	(\$62,511.98)	\$0.00	(\$37,488.02)	62.51%
001920 - DONATIONS/CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001989 - OTHER REFUND PR YR EXP	\$0.00	\$0.00	(\$44,640.00)	\$0.00	\$44,640.00	0.00%
001999 - MISCELLANEOUS REVENUE	(\$45,000.00)	\$0.00	\$0.00	\$0.00	(\$45,000.00)	0.00%
003361 - SAVE	(\$10,749,204.00)	(\$936,680.43)	(\$8,006,322.47)	\$0.00	(\$2,742,881.53)	74.48%
005113 - REVENUE BONDS	(\$35,748,973.00)	\$0.00	(\$30,185,000.00)	\$0.00	(\$5,563,973.00)	84.44%
005120 - PREMIUM ON ISSUANCE-BONDS	\$0.00	\$0.00	(\$3,033,561.75)	\$0.00	\$3,033,561.75	0.00%
005240 - FUND 40 TRANSFERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
33 - SECURE AN ADVANCED VISION FOR EDUCATION (SAVE) Total:	(\$46,643,177.00)	(\$951,325.23)	(\$41,332,036.20)	\$0.00	(\$5,311,140.80)	88.61%
36 - PHYSICAL PLANT/EQUIP LEVY						
001111 - PROPERTY TAX	(\$4,280,964.00)	(\$40,095.43)	(\$2,355,311.72)	\$0.00	(\$1,925,652.28)	55.02%
001113 - BUS PROP TAX CREDIT	\$0.00	\$0.00	(\$48,121.06)	\$0.00	\$48,121.06	0.00%
001171 - UTILITY REPLACEMENT TAX	(\$86,552.00)	\$0.00	(\$41,869.43)	\$0.00	(\$44,682.57)	48.37%

Dubuque Community School District

General Ledger - MONTHLY REVENUE RECAP

Fiscal Year: 2021-2022 From Date:1/1/2022 To Date:1/31/2022

Account Mask: ??????????????????????

Account Type: REVENUE

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FUND / OBJECT	Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
001191 - MOBILE HOME TAX	\$0.00	(\$284.65)	(\$6,480.45)	\$0.00	\$6,480.45	0.00%
001510 - INTEREST	(\$15,000.00)	(\$352.89)	(\$8,993.71)	\$0.00	(\$6,006.29)	59.96%
001920 - DONATIONS/CONTRIBUTIONS	\$0.00	\$0.00	(\$350.00)	\$0.00	\$350.00	0.00%
001989 - OTHER REFUND PR YR EXP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001999 - MISCELLANEOUS REVENUE	(\$20,000.00)	\$0.00	(\$23,095.70)	\$0.00	\$3,095.70	115.48%
003801 - MILITARY CREDIT	(\$1,300.00)	\$0.00	(\$1,327.88)	\$0.00	\$27.88	102.14%
003803 - STATE COMM & IND REPLACEMENT	(\$144,160.00)	\$0.00	(\$57,758.68)	\$0.00	(\$86,401.32)	40.07%
004662 - IA DEM CONSTRUCTION GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
005311 - COMP. FOR LOSS OF ASSETS	\$0.00	\$8,819.10	(\$8,391.45)	\$0.00	\$8,391.45	0.00%
005313 - SALE OF REAL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36 - PHYSICAL PLANT/EQUIP LEVY Total:	(\$4,547,976.00)	(\$31,913.87)	(\$2,551,700.08)	\$0.00	(\$1,996,275.92)	56.11%
40 - DEBT SERVICE FUND						
001510 - INTEREST	(\$10,000.00)	(\$2,777.03)	(\$17,554.98)	\$0.00	\$7,554.98	175.55%
005112 - REFUNDING BONDS	\$0.00	(\$9,165,000.00)	(\$9,165,000.00)	\$0.00	\$9,165,000.00	0.00%
005120 - PREMIUM ON ISSUANCE-BONDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
005130 - ACCRUED INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
005233 - INTERFUND TRANSFER	(\$8,075,000.00)	(\$682,603.95)	(\$4,659,027.15)	\$0.00	(\$3,415,972.85)	57.70%
40 - DEBT SERVICE FUND Total:	(\$8,085,000.00)	(\$9,850,380.98)	(\$13,841,582.13)	\$0.00	\$5,756,582.13	171.20%
61 - SCHOOL NUTRITION FUND						
001510 - INTEREST	(\$1,000.00)	(\$150.33)	(\$839.41)	\$0.00	(\$160.59)	83.94%
001611 - STUDENT LUNCH SALES	(\$160,000.00)	\$0.00	\$0.00	\$0.00	(\$160,000.00)	0.00%
001612 - STUDENT BREAKFAST SALES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001613 - STUDENT MILK SALES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001614 - DAILY SALES - AFTER SCHOOL PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001621 - ALA CARTE SALES	(\$450,000.00)	(\$109,152.55)	(\$326,492.75)	\$0.00	(\$123,507.25)	72.55%
001622 - ADULT LUNCH SALES	(\$50,000.00)	(\$6,679.45)	(\$18,798.05)	\$0.00	(\$31,201.95)	37.60%
001623 - ADULT BREAKFAST SALES	\$0.00	(\$64.00)	(\$188.00)	\$0.00	\$188.00	0.00%
001626 - SECOND STUDENT LUNCH SALES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001629 - CREDIT CARD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001631 - SPEC FUNC/STUDENTS & STAF	(\$15,000.00)	(\$1,826.91)	(\$11,332.27)	\$0.00	(\$3,667.73)	75.55%
001651 - SUMMER LUNCH PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001652 - SUMMER BREAKFAST PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001653 - SUMMER MILK PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001655 - SUMMER ALA CARTE SALES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001656 - ADULT SUMMER LUNCH SALES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

Dubuque Community School District

General Ledger - MONTHLY REVENUE RECAP

Fiscal Year: 2021-2022 From Date:1/1/2022 To Date:1/31/2022

Account Mask: ??????????????????????

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FUND / OBJECT	Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
001657 - SUMMER ADULT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001658 - ADULT SUMMER MILK SALES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001920 - DONATIONS/CONTRIBUTIONS	\$0.00	\$0.00	(\$0.45)	\$0.00	\$0.45	0.00%
001922 - DONATIONS FOR NEGATIVE NUTRITION ACCOUNTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001925 - LOCAL GRANT	\$0.00	(\$9,660.00)	(\$9,660.00)	\$0.00	\$9,660.00	0.00%
001930 - GAINS ON THE SALE OF CAPITAL ASSETS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001989 - OTHER REFUND PR YR EXP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
001998 - FOOD REBATES	\$0.00	(\$956.38)	(\$4,560.13)	\$0.00	\$4,560.13	0.00%
001999 - MISCELLANEOUS REVENUE	\$0.00	\$0.00	(\$1,062.41)	\$0.00	\$1,062.41	0.00%
003251 - STATE AID LUNCH REIMB	(\$15,000.00)	(\$4,760.80)	(\$11,864.15)	\$0.00	(\$3,135.85)	79.09%
003252 - STATE AID BREAKFAST REIMB	(\$5,000.00)	(\$1,143.96)	(\$2,946.07)	\$0.00	(\$2,053.93)	58.92%
004011 - SCHOOL LUNCH EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004056 - USDA CHILD NUTRITION PROGRAM CARES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004552 - FEDERAL AID BREAKFAST REIM	(\$540,000.00)	(\$73,552.41)	(\$350,428.50)	\$0.00	(\$189,571.50)	64.89%
004553 - FEDERAL AID LUNCH REIMB	(\$2,500,000.00)	(\$463,872.24)	(\$2,691,474.92)	\$0.00	\$191,474.92	107.66%
004556 - SUMMER FOOD SERVICE PROGRAM FOR CHILDREN	\$0.00	\$0.00	(\$54,816.01)	\$0.00	\$54,816.01	0.00%
004557 - FRUIT/VEGETABLE PROGRAM	\$0.00	(\$8,590.93)	(\$34,116.47)	\$0.00	\$34,116.47	0.00%
004558 - TEAM NUTRITION GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004672 - USDA FD PROD SAFETY RECAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004951 - COMMODITIES PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
005210 - FUND 10 TRANSFERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
005221 - FUND 21 TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
005900 - UPWARD ADJ BEG FUND BAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
61 - SCHOOL NUTRITION FUND Total:	(\$3,736,000.00)	(\$680,409.96)	(\$3,518,579.59)	\$0.00	(\$217,420.41)	94.18%
76 - CLEARING FUND						
001999 - MISCELLANEOUS REVENUE	\$0.00	(\$173,049.78)	(\$1,681,898.28)	\$0.00	\$1,681,898.28	0.00%
76 - CLEARING FUND Total:	\$0.00	(\$173,049.78)	(\$1,681,898.28)	\$0.00	\$1,681,898.28	0.00%
81 - EXPENDABLE TRUST FUND						
001510 - INTEREST	\$0.00	(\$6.28)	(\$43.83)	\$0.00	\$43.83	0.00%
001999 - MISCELLANEOUS REVENUE	\$0.00	(\$1,000.00)	(\$2,731.00)	\$0.00	\$2,731.00	0.00%
005221 - FUND 21 TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
81 - EXPENDABLE TRUST FUND Total:	\$0.00	(\$1,006.28)	(\$2,774.83)	\$0.00	\$2,774.83	0.00%
91 - AGENCY/HOSPITALITY FUND						
001510 - INTEREST	\$0.00	(\$1.72)	(\$11.74)	\$0.00	\$11.74	0.00%

Dubuque Community School District

General Ledger - MONTHLY REVENUE RECAP

Fiscal Year: 2021-2022 From Date:1/1/2022 To Date:1/31/2022

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☐ Include PreEncumbrance

FUND / OBJECT	Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
001999 - MISCELLANEOUS REVENUE	\$0.00	(\$2,235.40)	(\$19,805.00)	\$0.00	\$19,805.00	0.00%
91 - AGENCY/HOSPITALITY FUND Total:	\$0.00	(\$2,237.12)	(\$19,816.74)	\$0.00	\$19,816.74	0.00%
Grand Total:	(\$208,462,613.43)	(\$22,324,100.25)	(\$147,427,401.37)	\$0.00	(\$61,035,212.06)	70.72%

End of Report

Dubuque Community School District

MONTHLY BUDGET RECAP - EXPENSE

Fiscal Year: 2021-2022

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☒ Print accounts with zero balance

From Date: 1/1/2022 To Date: 1/31/2022

☒ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
10.0000.0000.000.0000.000100	SALARIES	\$87,739,830.44	\$7,041,777.14	\$39,117,329.85	\$48,622,500.59	\$46,349,587.40	\$2,272,913.19	2.59%
10.0000.0000.000.0000.000200	EMPLOYEE BENEFITS	\$31,884,250.73	\$2,689,943.25	\$14,779,659.14	\$17,104,591.59	\$17,269,456.44	(\$164,864.85)	-0.52%
10.0000.0000.000.0000.000300	PURCHASED SERVICES	\$3,556,719.31	\$333,329.91	\$3,788,767.53	(\$232,048.22)	\$1,378,437.13	(\$1,610,485.35)	-45.28%
10.0000.0000.000.0000.000400	PROPERTY SERVICES	\$493,086.79	\$35,048.17	\$258,206.59	\$234,880.20	\$169,213.21	\$65,666.99	13.32%
10.0000.0000.000.0000.000500	OTHER PURCHASED SERVICES	\$3,075,528.02	\$253,748.21	\$1,814,848.26	\$1,260,679.76	\$1,066,584.62	\$194,095.14	6.31%
10.0000.0000.000.0000.000600	SUPPLIES	\$10,467,926.53	\$360,617.67	\$3,045,115.70	\$7,422,810.83	\$1,994,712.08	\$5,428,098.75	51.85%
10.0000.0000.000.0000.000700	PROPERTY/EQUIPMENT	\$262,419.05	\$91,971.60	\$589,728.72	(\$327,309.67)	\$159,117.75	(\$486,427.42)	-185.36%
10.0000.0000.000.0000.000800	MISCELLANEOUS	\$49,749.32	\$669.00	\$50,562.75	(\$813.43)	\$709.00	(\$1,522.43)	-3.06%
10.0000.0000.000.0000.000900	FUND TRANSFERS	\$5,573,337.98	\$456,944.00	\$3,198,608.00	\$2,374,729.98	\$0.00	\$2,374,729.98	42.61%
	FUND: GENERAL FUND - 10	\$143,102,848.17	\$11,264,048.95	\$66,642,826.54	\$76,460,021.63	\$68,387,817.63	\$8,072,204.00	5.64%
21.0000.0000.000.0000.000100	SALARIES	\$0.00	\$4,608.09	\$53,477.99	(\$53,477.99)	\$24,826.63	(\$78,304.62)	0.00%
21.0000.0000.000.0000.000200	EMPLOYEE BENEFITS	\$0.00	\$698.17	\$7,459.40	(\$7,459.40)	\$3,334.07	(\$10,793.47)	0.00%
21.0000.0000.000.0000.000300	PURCHASED SERVICES	\$0.00	\$3,025.00	\$50,701.37	(\$50,701.37)	\$12,420.69	(\$63,122.06)	0.00%
21.0000.0000.000.0000.000400	PROPERTY SERVICES	\$0.00	\$0.00	\$170.00	(\$170.00)	\$0.00	(\$170.00)	0.00%
21.0000.0000.000.0000.000500	OTHER PURCHASED SERVICES	\$0.00	\$583.02	\$10,648.03	(\$10,648.03)	\$3,087.43	(\$13,735.46)	0.00%
21.0000.0000.000.0000.000600	SUPPLIES	\$1,552,000.00	\$30,834.38	\$420,464.05	\$1,131,535.95	\$112,579.44	\$1,018,956.51	65.65%
21.0000.0000.000.0000.000700	PROPERTY/EQUIPMENT	\$0.00	\$3,500.00	\$28,847.60	(\$28,847.60)	\$3,207.61	(\$32,055.21)	0.00%
21.0000.0000.000.0000.000800	MISCELLANEOUS	\$0.00	\$3,810.00	\$37,751.00	(\$37,751.00)	\$1,360.00	(\$39,111.00)	0.00%
21.0000.0000.000.0000.000900	FUND TRANSFERS	\$0.00	\$0.00	\$139.16	(\$139.16)	\$0.00	(\$139.16)	0.00%
	FUND: STUDENT ACTIVITY FUND - 21	\$1,552,000.00	\$47,058.66	\$609,658.60	\$942,341.40	\$160,815.87	\$781,525.53	50.36%
22.0000.0000.000.0000.000200	EMPLOYEE BENEFITS	\$1,519,000.00	\$34,334.64	\$1,874,884.59	(\$355,884.59)	\$30,012.79	(\$385,897.38)	-25.40%
22.0000.0000.000.0000.000300	PURCHASED SERVICES	\$222,000.00	\$0.00	\$0.00	\$222,000.00	\$0.00	\$222,000.00	100.00%
22.0000.0000.000.0000.000500	OTHER PURCHASED SERVICES	\$2,459,000.00	\$0.00	\$1,629,230.51	\$829,769.49	\$796,785.50	\$32,983.99	1.34%
	FUND: MANAGEMENT LEVY - 22	\$4,200,000.00	\$34,334.64	\$3,504,115.10	\$695,884.90	\$826,798.29	(\$130,913.39)	-3.12%
33.0000.0000.000.0000.000300	PURCHASED SERVICES	\$15,423,905.00	\$99,735.86	\$1,424,598.69	\$13,999,306.31	\$741,817.93	\$13,257,488.38	85.95%
33.0000.0000.000.0000.000400	PROPERTY SERVICES	\$1,100,000.00	\$783,282.74	\$5,426,489.94	(\$4,326,489.94)	\$23,380,318.53	(\$27,706,808.47)	-2518.80%
33.0000.0000.000.0000.000500	OTHER PURCHASED SERVICES	\$0.00	\$26,327.27	\$99,980.03	(\$99,980.03)	\$70,828.81	(\$170,808.84)	0.00%
33.0000.0000.000.0000.000600	SUPPLIES	\$0.00	\$866.16	\$26,937.12	(\$26,937.12)	\$109,206.50	(\$136,143.62)	0.00%
33.0000.0000.000.0000.000700	PROPERTY/EQUIPMENT	\$3,300,000.00	\$16,065.00	\$30,538.98	\$3,269,461.02	\$1,306,076.22	\$1,963,384.80	59.50%
33.0000.0000.000.0000.000800	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
33.0000.0000.000.0000.000900	FUND TRANSFERS	\$8,075,000.00	\$682,603.95	\$4,659,027.15	\$3,415,972.85	\$0.00	\$3,415,972.85	42.30%
	FUND: SECURE AN ADVANCED VISION FOR EDUCATION (SAVE) - 33	\$27,898,905.00	\$1,608,880.98	\$11,667,571.91	\$16,231,333.09	\$25,608,247.99	(\$9,376,914.90)	-33.61%
36.0000.0000.000.0000.000300	PURCHASED SERVICES	\$0.00	\$12,469.04	\$133,794.13	(\$133,794.13)	\$89,253.53	(\$223,047.66)	0.00%
36.0000.0000.000.0000.000400	PROPERTY SERVICES	\$3,907,000.00	\$6,581.28	\$1,058,633.55	\$2,848,366.45	\$238,947.28	\$2,609,419.17	66.79%
36.0000.0000.000.0000.000600	SUPPLIES	\$100,000.00	\$6,993.27	\$181,152.68	(\$81,152.68)	\$62,827.43	(\$143,980.11)	-143.98%
36.0000.0000.000.0000.000700	PROPERTY/EQUIPMENT	\$1,350,000.00	\$12,749.14	\$518,246.31	\$831,753.69	\$1,199,434.54	(\$367,680.85)	-27.24%
36.0000.0000.000.0000.000800	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	FUND: PHYSICAL PLANT/EQUIP LEVY - 36	\$5,357,000.00	\$38,792.73	\$1,891,826.67	\$3,465,173.33	\$1,590,462.78	\$1,874,710.55	35.00%
40.0000.0000.000.0000.000300	PURCHASED SERVICES	\$0.00	\$51,407.50	\$51,407.50	(\$51,407.50)	\$24,201.82	(\$75,609.32)	0.00%
40.0000.0000.000.0000.000800	MISCELLANEOUS	\$7,938,000.00	\$9,167,209.78	\$17,043,919.79	(\$9,105,919.79)	\$0.00	(\$9,105,919.79)	-114.71%
40.0000.0000.000.0000.000900	FUND TRANSFERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	FUND: DEBT SERVICE FUND - 40	\$7,938,000.00	\$9,218,617.28	\$17,095,327.29	(\$9,157,327.29)	\$24,201.82	(\$9,181,529.11)	-115.67%
61.0000.0000.000.0000.000100	SALARIES	\$1,989,789.74	\$180,324.39	\$1,092,589.22	\$897,200.52	\$911,274.38	(\$14,073.86)	-0.71%
61.0000.0000.000.0000.000200	EMPLOYEE BENEFITS	\$690,593.64	\$69,473.66	\$460,627.13	\$229,966.51	\$353,118.18	(\$123,151.67)	-17.83%
61.0000.0000.000.0000.000300	PURCHASED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

Dubuque Community School District

MONTHLY BUDGET RECAP - EXPENSE

From Date: 1/1/2022

To Date: 1/31/2022

Fiscal Year: 2021-2022

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☒ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
61.0000.0000.000.0000.000400	PROPERTY SERVICES	\$0.00	\$366.00	\$1,250.17	(\$1,250.17)	\$840.00	(\$2,090.17)	0.00%
61.0000.0000.000.0000.000500	OTHER PURCHASED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
61.0000.0000.000.0000.000600	SUPPLIES	\$4,297,300.00	\$206,233.16	\$1,195,738.44	\$3,101,561.56	\$853,642.37	\$2,247,919.19	52.31%
61.0000.0000.000.0000.000700	PROPERTY/EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
61.0000.0000.000.0000.000800	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
61.0000.0000.000.0000.000900	FUND TRANSFERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	FUND: SCHOOL NUTRITION FUND - 61	\$6,977,683.38	\$456,397.21	\$2,750,204.96	\$4,227,478.42	\$2,118,874.93	\$2,108,603.49	30.22%
76.0000.0000.000.0000.000200	EMPLOYEE BENEFITS	\$0.00	\$247,944.08	\$1,666,281.38	(\$1,666,281.38)	\$973,718.80	(\$2,640,000.18)	0.00%
76.0000.0000.000.0000.000300	PURCHASED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
76.0000.0000.000.0000.000500	OTHER PURCHASED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
76.0000.0000.000.0000.000600	SUPPLIES	\$0.00	\$7,315.95	\$58,518.73	(\$58,518.73)	\$47,186.27	(\$105,705.00)	0.00%
76.0000.0000.000.0000.000800	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	FUND: CLEARING FUND - 76	\$0.00	\$255,260.03	\$1,724,800.11	(\$1,724,800.11)	\$1,020,905.07	(\$2,745,705.18)	0.00%
81.0000.0000.000.0000.000300	PURCHASED SERVICES	\$0.00	\$0.00	\$12,997.86	(\$12,997.86)	\$0.00	(\$12,997.86)	0.00%
81.0000.0000.000.0000.000600	SUPPLIES	\$0.00	\$0.00	\$3,959.88	(\$3,959.88)	\$0.00	(\$3,959.88)	0.00%
81.0000.0000.000.0000.000900	FUND TRANSFERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	FUND: EXPENDABLE TRUST FUND - 81	\$0.00	\$0.00	\$16,957.74	(\$16,957.74)	\$0.00	(\$16,957.74)	0.00%
91.0000.0000.000.0000.000600	SUPPLIES	\$0.00	\$2,449.83	\$16,071.58	(\$16,071.58)	\$3,065.61	(\$19,137.19)	0.00%
	FUND: AGENCY/HOSPITALITY FUND - 91	\$0.00	\$2,449.83	\$16,071.58	(\$16,071.58)	\$3,065.61	(\$19,137.19)	0.00%
Grand Total:		\$197,026,436.55	\$22,925,840.31	\$105,919,360.50	\$91,107,076.05	\$99,741,189.99	(\$8,634,113.94)	-4.38%

End of Report

DUBUQUE COMMUNITY SCHOOL DISTRICT
Facilities/Support Services Committee

BOARD COMMITTEE MINUTES

This form is used by all multimember committees established by the Board of Education. Before any meeting is held, be sure you have met the requirements of Chapter 1037 Laws of the 67th G.A., 1978 Session, Official Meetings Open to Public.

- I. Complete the Following Before Starting the Meeting
- A. Date agenda was posted for meeting: February 3, 2022
 - B. Date media were emailed agenda: February 3, 2022
 - C. Media who were emailed an agenda: Telegraph Herald; Des Moines Register; KWWL; KCRG; KGAN; Radio Dubuque; Townsquare Media Group; and Chamber of Commerce.
 - D. Board Committee: **Facilities/Support Services Committee**
 - E. Date and Time of Meeting: February 7, 2022 - 4:00 p.m.
 - F. Place of Meeting: The Forum
 - G. Attach agenda to this form. Verify that a copy of the agenda has been filed with the Secretary of the Board and the Administrator holding the Committee meeting. If any of the above data does not comply with the open meeting law, do not begin the meeting.

Board Members present: Kate Parks, Nancy Bradley, Katie Jones, Lisa Wittman, Jim Prochaska, Tami Ryan and Anderson Sainci. District representatives present: Stan Rheingans, Kevin Kelleher, Rick Till, Joe Maloney, Coby Culbertson and Megan Elsinger

Kate Parks called the meeting to order at 4:00 p.m.

Agenda for January 7, 2022

The agenda was approved as submitted.

Review Donation from Boy Scout Troup 69

Jacob Blanchard, Boy Scout, proposed to build twenty-seven PVC displays as part of an Eagle Scout Project. The PVC displays will be donated to Lincoln Elementary School at an estimated cost of \$300.00.

Board 2.14.22

Purchase/Professional Service Contracts

Crayon Software Experts-Professional Service Contract for 36-month Microsoft enrollment for Education services agreement at an estimated cost of \$733,237.89 to be paid in three annual installments of \$244,411.63

Board 2.14.2022

Tyler Technologies, Inc.-Purchase Driver Tablets and Mounts for school busses buying 50 additional, including three years of Tyler Drive Software, and Training at an estimated cost of \$121,525.00. Board 2.14.2022

Update on Current District Projects

Senior High School Additions Renovations Phase 2

Ken Johnson, from Straka-Johnson Architects, updated the committee on the Senior High School Project.

General

- Project is roughly 27% complete
- SJA visits the site daily and meets regularly with B&G to ensure compliance with schedule and Budget, to address any owner concerns.

Area C Addition (Performance PE and Wrestling Room):

- Structure is dried-in for ongoing winter work.

Area B Addition: (Theater Support):

- Fully enclosed and dried in, for ongoing winter work.

Area A Addition:

- Structure is complete, dried in for the winter. The auditorium renovation continues. The current space is full of scaffolding to allow the high work to be completed (catwalks, mechanical, electrical, structural/architectural), after which the floor level work will commence. Balcony tiered seating platforms are framed up.

Project is on schedule and on budget.

Hempstead High School Intercom Replacement

Nick Rettenberger, from Origin Design, updated the committee on the Hempstead Intercom Replacement project.

- Primary parts now expected to ship between April and July.
- CEC cannot get reliable dates due to supply chain issues.
- CEC plans to complete install and commissioning within 2 weeks after parts have been delivered.
- Final closeout documents and payment applications will be held until all work has been approved and completed.

Central Kitchen Mechanical System Replacement

Nick Rettenberger updated the committee on the Central Kitchen Mechanical System Replacement project.

- Project bid on Tuesday, February 8, 2022.
- School District received two bids for Project: Portzen and Tricon.
- A/E estimate = \$985,000.
- Low bid was \$1,419,000.00 from Porzten.
- 2 add alternates for project; Alternate 1 = \$21,500, Alternate 2 = \$3,200.

Origin Design reached out to MEP and Food Service consultants to review bids.

- High bids can be explained by the following:
- Increase material and labor costs across the board.
- Major changes in Bidding phase via Addenda.
- Food service equipment price increased 4-5 times this past year, typical year includes 1-2 increases.

Hempstead High School Kitchen Freezer Replacement

Mark Fassbinder reviewed the bids from February 2nd. Budget was under the bid amounts as a result of supply chain and increased prices in product.

- Project bid on Wednesday, February 2, 2022.
- School District received three bids for Project: Horizon, Portzen, and Tricon.
- FRK estimate = \$300,000.00
- Horizon bid was rejected because it was incomplete.
- Low bid was \$448,000.00 from Tri-Con.

Hoover Elementary School Boiler Replacement

Mark Fassbinder updated the committee on the bids for the project. Recommendation from Fassbinder to just replace the burner on the boiler system at this time. It is a major expense without knowing more about plans for facilities. Fassbinder stated that they will be bringing quotes for the burner in a future meeting.

Solar Study Update

Straka Johnson Architects studied all district buildings to determine reasonable candidates for a solar PV array, to offset demand metering (to reduce electric utility costs)

- 14 of the district buildings have demand metering
- Buildings must use less than 20,000 kWh of Alliant Energy to convert to General Service (from demand metering)
- Kennedy, Audubon, Prescott and Sageville were potential candidates based on proximity to 20,000 kWh

After further study, Audubon and Sageville rose to the top of the candidates for possible pilot project(s)

Size of potential PV Arrays:

- Sageville – 237 panels; also consider a 5-battery array for back-up during low solar energy days
- Audubon – 263 panels; also consider a 10-battery array for back-up during low solar energy days

Battery Backup System (to protect against low solar production periods that might compromise the savings goal):

- Sageville – 5 solar battery arrays, able to offset 67.5 kWh
- Audubon – 10 solar battery arrays (max), able to offset 135 kWh
 - Please note that the battery arrays can be added at any time (doesn't have to be coincident with PV array),

Overall Project Costs (construction costs, design, owner costs, contingency) were estimated at approx.:

- \$235,000 for Sageville without battery backup; \$300,000 for Sageville with battery backup
- \$260,000 for Audubon without battery backup; \$393,000 for Audubon with battery backup

Potential electric utility savings after PV arrays are in place were estimated at:

- \$30,000 per year for Sageville
- \$32,500 per year for Audubon

Therefore, a simple payback projection is:

- Sageville without batteries – 7.9 years; with batteries – 10.2 years
- Audubon without batteries – 6.9 years; with batteries – 10.4 years

Katie Jones asked if there's an ability to 'sell back' overproduction of electricity (to Alliant) in those months where the full production capacity isn't required; unfortunately, Alliant does not support that sort of buy back arrangement. Based on discussions and questions, the Facilities Committee consensus was to pursue a project at Sageville Elementary as recommended by Kevin Kelleher.

Cenergistic Update

Abi Hammann gave an update on her ongoing work with Cenergistic and the district. Looking at boiler operations and interior classroom doors in the district as well as the management of the energy action plan. Abi will give a more extensive update in a future committee meeting.

Superintendent Search

Interviews for new superintendent will be held the evenings of February 7th and 8th.

Soccer Complex Appraisal

Kevin Kelleher recapped the appraisal from Kane Appraisal Services for the soccer complex property. The estimated market value for residential use is \$1,552,000.00 for residential use and \$1,170,000.00 for commercial use.

Review Resolution to Levy Property Tax for FY 2022-2023

This is an annual resolution related to the budget guarantee. The Board will levy property tax for fiscal year 2022-2023 for the regular program budget adjustment as allowed under Section 257.14, Code of Iowa. Board 2.14.2022

Review Resolution Request to SBRC for Funding Related to FY 2022 SWVPP Increased Enrollment

This is a new program that was created to help districts who experienced and increase in statewide voluntary preschool program enrollment in the 2021-2022 school year resulting in the decrease in the 2020-2021 school year in which many parents kept their children home due to the COVID-19 pandemic. The district has been authorized to submit a request for funds related to the increased enrollment for the amount of \$7,227.00.

Review Project Recaps for Physical Plant and Equipment Levy and Secure an Advanced Vision for Educational Funds

Kevin Kelleher reviewed the quarterly reports.

Review Key Financial Targets

Kevin Kelleher reviewed the key financial targets for the district.

Other Items

The next meeting was scheduled for March 7, 2022.

The meeting adjourned 5:02 p.m.

Carolyn Mauss, Secretary
Board of Education

ITEM I - RESIGNATIONS – Recommended for Approval

A. Teacher

Name	Resignation Received	Effective	Date of Hire	School/Position	Reason
Cain, Ethan	2/7/22	6/2/22	8/13/21	Roosevelt/Math	Relocation
King, Kathryn	1/24/22	6/2/22	8/13/21	Hoover/ELL	Relocation
Wolter, Kyle	1/26/22	6/2/22	8/13/14	Roosevelt/Multicategorical	Relocation

B. Classified

Bartolotta, Joseph	1/21/22	1/20/22	9/13/21	Hempstead/Custodian	Personal
Baule, Rhonda	1/12/22	1/10/22	1/3/22	Audubon/ECSE Paraprofessional	Personal
Bennett, Serina	1/25/22	2/8/22	8/19/21	Hempstead/Security Paraprofessional	Personal
Brown, Lauren	1/18/22	1/18/22	11/2/21	Washington/MC Paraprofessional	Personal
Carlson, Margaret	1/27/22	2/11/22	8/22/16	Irving/LRC Paraprofessional	Other employment
Fish, Michelle	1/11/22	1/28/22	8/19/13	Kennedy/LRC Paraprofessional	Other employment
Gulyash, James	1/14/22	1/21/22	4/20/18	Transportation/Bus Driver	Other employment
Hammel, Mara	1/17/22	1/31/22	10/11/21	Senior/TAP Coach	Personal
Kafar, Danielle	1/20/22	2/3/22	8/30/21	Bryant/Life Skills Paraprofessional	Personal
Klar, Sara	1/24/22	1/21/22	11/29/21	Kennedy/MC Paraprofessional	Personal
Leigh, Alex	1/19/22	1/28/22	8/18/21	Hempstead/Security Paraprofessional	Relocation
McReynolds, Andrea	1/31/22	1/14/22	8/19/21	Table Mound/MC Paraprofessional	Personal
Petrousek, Linsey	1/13/22	1/27/22	11/5/18	Irving/MC Paraprofessional	Personal
Schumacher, Mariah	1/13/22	1/21/22	9/20/21	Kennedy/MC Paraprofessional	Personal
Steines, Kevin	1/11/22	1/28/22	3/20/17	Senior/Security Paraprofessional	Other employment
Vandermillen, Tammy	1/23/22	2/7/22	8/24/09	Alta Vista/MC Paraprofessional	Relocation
Walén, Sabrina	2/8/22	2/22/22	8/26/19	Kennedy/ECSE Paraprofessional	Other employment
Williams, Parthenia	1/10/22	1/21/22	12/3/18	Prescott/MC Paraprofessional	Other employment

C. Teacher Coach

Capesius, Megan	1/18/22	1/18/22	8/25/15	Senior/Freshman Softball	Personal
Haas, Brock	1/20/22	6/30/22	8/12/14	Hempstead/Freshman Football	Personal

D. Coach

Janes, Ross	2/8/22	2/8/22	8/23/11	Senior/Varsity Assistant Football	Personal
Koenig, Samuel	1/14/22	1/14/22	2/15/21	Senior/Varsity Head Boy's Soccer	Other employment
Ploessl, Dale	2/3/22	2/3/22	8/22/11	Senior/Varsity Head Football	Personal

ITEM II - RETIREMENT INCENTIVE – Recommended for Approval

Name	Application Received	Effective	Date of Hire	Building	Position
Brimeyer, Gail	2/2/22	5/31/22	8/19/98	Kennedy	ECSE Paraprofessional
Davis, Kenneth	1/13/22	6/30/22	10/5/98	Lincoln	Head Custodian
Fredrick, Kimberly	2/4/22	5/31/22	1/30/96	Carver & Irving	Food Service Worker
Freund, Alan	12/31/21	3/31/22	9/8/81	Transportation	Truck Driver
Koppes, Shirley	1/6/22	6/2/22	1/4/88	Eisenhower	Grade 2 Teacher
Loeffelholz, Joanne	1/11/22	6/8/22	8/21/95	Washington	Special Education Coach
Osterholz, Barbara	1/11/22	6/2/22	8/22/94	Table Mound	Art Teacher
Pancratz, Diane	1/10/22	6/2/22	8/23/89	Table Mound	Grade 1 Teacher
Pape, Terrance	1/17/22	6/30/22	10/19/92	Transportation	Assistant Manager
Ruden, Debora	1/19/22	8/31/22	10/27/92	Senior	Cook Manager
Stevens, Debra	1/11/22	6/2/22	8/27/86	Washington	Instrumental Music Teacher

ITEM III - TERMINATION OF EMPLOYMENT – Recommended for Approval

Name	School	Assignment	Date of Hire	Effective Date	Reason
Neealy, Sharon	Jefferson	MC Paraprofessional	9/28/21	1/28/21	Probationary period

ITEM IV - INITIAL APPOINTMENTS – Recommended for Approval**A. Teacher/Nurse**

Name	College	Previous Employment	School/ Assignment	Replacing	Recommended By	Salary	
						Scale	Amount
Gudenkauf, Lana	Clarke	Grand River Medical	Forum Nurse	Add'l	Hawkins	BA-5	\$41,633
Urbain, Lucy	Clarke	N/A	Table Mound Behavior	Spencer	Hull/Hawkins	BA-0	\$37,469

B. Classified

Name	School	Assignment	Replacing	Recommended By	Salary
Alia, Elizabeta	Senior	MC Paraprofessional	Anglin	Johnson/Hawkins	\$14.63/hr.
Armstrong, Shannon	Eisenhower	Food Service Worker	Spicer	Franck/Hawkins	\$14.92/hr.
Baggot, Rachel	Kennedy	MC/Autism Paraprofessional	Schumacher	Hess/Hawkins	\$14.63/hr.
Barrett-Roark, Lisa	Lincoln	MC Paraprofessional	Rosado	Elsinger/Hawkins	\$14.78/hr.
Behrend, Bryton	Hempstead	Security Paraprofessional	Jackson	Kolker/Hawkins	\$14.63/hr.
Cox, Savannah	Carver	ECSE Paraprofessional	Richards	Peterson/Hawkins	\$14.78/hr.
Dimmer, Erin	Washington	MC/Autism Paraprofessional	Kenniker	Howes/Hawkins	\$14.63/hr.
Ferguson, Brionna	Prescott	MC Paraprofessional	Towlerton	Hawkins	\$14.63/hr.
Ferguson, Loreaca	Prescott	MC Paraprofessional	Williams	Hawkins	\$14.63/hr.
Flanagan, Olivia	Senior	Security Paraprofessional	Zenner	Johnson/Hawkins	\$14.63/hr.
Horch, Jacob	Transportation	Bus Attendant	Kammerude	Bolibaugh/Hawkins	\$16.16/hr.

ITEM IV - INITIAL APPOINTMENTS – Continued

Name	School	Assignment	Replacing	Recommended By	Salary
Jilak, Betty	Washington	Food Service Worker	Sawvel	Franck/Hawkins	\$14.92/hr.
Koranda, Erica	Washington	MC Paraprofessional	Armstrong	Howes/Hawkins	\$14.63/hr.
Kovinchick, Kailyn	Jefferson	MC Paraprofessional	Milligan	Lehman/Hawkins	\$14.63/hr.
Mihalakis, Cassandra	Kennedy	MC Paraprofessional	Klar	Hess/Hawkins	\$14.63/hr.
Puccio, Majidah	Prescott	MC Paraprofessional	Harrison	Hawkins	\$14.63/hr.
Saavedra, Luiza	Prescott	MC Paraprofessional	Besch	Hawkins	\$14.63/hr.
Schoenberger, Katie	Irving	MC Paraprofessional	Arendsdorf	Meehan/Hawkins	\$14.63/hr.
Simon, Elley	Table Mound	MC/Autism Paraprofessional	Add'l	Hull/Hawkins	\$14.63/hr.
Veneziano, Autumn	Forum	Registered Behavior Technician	Nelson	Duvel/Hawkins	\$18.37/hr.
Welter, Casie	Bryant	Life Skills Paraprofessional	Kafar	Richardson/Hawkins	\$14.63/hr.

ITEM V - COACHING CONTRACTS – Recommended for Approval

Name	School	Assignment	Replacing	Recommended By	Salary
Bowman, Kerry	Senior	50% Intramurals	Add'l	Johnson/Hawkins	\$903
Eyres, Michael	Hempstead	Varsity Asst. Boy's Swimming	Eyres	Kolker/Hawkins	\$1,557
Luwara, Gloire	Senior	Varsity Asst. Boy's Soccer	Noonan	Johnson/Hawkins	\$2,803
Wiegand, Abigail	Senior	Varsity Asst. Girl's Soccer	Wardlow	Johnson/Hawkins	\$2,803

ITEM VI - AMENDED CONTRACTS – Recommended for Approval

Name	Salary	Increase/ Decrease	New Salary	Reason
Bettcher, Chris	\$20.65/hr.	Add \$.42/hr.	\$21.07/hr.	Transfer
Blake, Tiffany	\$57,939	Add \$821	\$58,760	Horizontal Advancement (MA+30 to MA+45)
Bradford, Eugene	\$14.78/hr.	Add \$.62/hr.	\$21.02/hr.	Transfer
Buelow, Kristin	\$52,735	Add \$657	\$53,392	Horizontal Advancement (MA to MA+15)
Delcorps, Natalie	\$39,340	Add \$657	\$39,997	Horizontal Advancement (BA to BA+15)
Ernst, Tyler	\$48,572	Add \$657	\$49,229	Horizontal Advancement (MA to MA+15)
Foley, Robert	\$14.63/hr.	N/A	\$37,263	Transfer
Friedman, Billie	\$65,745	Add \$821	\$66,566	Horizontal Advancement (MA+30 to MA+45)
Goedken, Chelsy	\$56,204	Add \$821	\$57,025	Horizontal Advancement (MA+15 to MA+30)
Goedken, Margaret	\$55,336	Add \$657	\$55,993	Horizontal Advancement (BA to BA+15)
Hinzmann, Ashley	\$40,245	Add \$1,314	\$41,559	Horizontal Advancement (BA+15 to MA)
Hoeger, Nicholas	\$62,500	Add \$1,479	\$63,979	Horizontal Advancement (MA to MA+30)
Hoffmann, Kevin	N/A	N/A	N/A	Add 2.25 hrs/day
Jackman, Sarah	\$61,313	Add \$821	\$62,134	Horizontal Advancement (MA+30 to MA+45)
Kuhle, Brian	\$119,434	Add \$618	\$120,053	Horizontal Advancement (MA+30 to MA+45)
Lawler, Jesse	\$43,021	Add \$1,615	\$44,636	Horizontal Advancement (BA+15 to MA)
Lindenberg, Haley	\$40,245	Add \$657	\$40,902	Horizontal Advancement (BA to BA+15)
Lynn, Leigh	\$20.65/hr.	Less \$.40/hr.	\$20.25/hr.	Transfer
Meadows, Elissa	\$41,633	Add \$1,478	\$43,111	Horizontal Advancement (BA+15 to MA)
Miller, Chris	\$48,579	Add \$646	\$49,225	Horizontal Advancement (BA to BA+15)
Nadermann, Kalyn	\$41,633	Add \$657	\$42,290	Horizontal Advancement (BA to BA+15)
Neumann, Kelly	\$68,868	Add \$821	\$69,689	Horizontal Advancement (MA+30 to MA+45)
Noonan, Kevin	\$2,803	Add \$1,247	\$4,050	Transfer

ITEM VI - AMENDED CONTRACTS – Continued

Name	Salary	Increase/ Decrease	New Salary	Reason
Olsen, Elizabeth	\$20.77/hr.	Add \$2.81/hr.	\$23.58/hr.	Transfer
Osterberger, Alli	\$38,857	Add \$1,150	\$40,007	Horizontal Advancement (BA+15 to MA)
Ott, Jennifer	N/A	N/A	N/A	Add 10 minutes/day
Paar, Daniel	\$21.22/hr.	Add \$.67/hr.	\$21.89/hr.	Transfer
Rogan, Lori	N/A	N/A	N/A	Add 30 minutes/day
Sample, Mollie	\$49,960	Add \$821	\$50,781	Horizontal Advancement (MA+15 to MA+30)
Schmidt, Anna	\$38,857	Add \$657	\$39,514	Horizontal Advancement (BA to BA+15)
Schroeder, Erin	\$41,633	Add \$5,331	\$46,964	Horizontal Advancement (BA+15 to MA+30)
Schumacher, Rachel	\$20.65/hr.	Less \$.40/hr.	\$20.25/hr.	Transfer
Sendt, Melissa	\$43,368	Add \$657	\$44,025	Horizontal Advancement (BA to BA+15)
Sheldon, Kim	N/A	N/A	N/A	Add 2 hrs/day
Till, Alyssa	\$40,245	Add \$657	\$40,902	Horizontal Advancement (BA to BA+15)
Wardlow, Lindsay	\$2,803	Add \$1,247	\$4,050	Transfer
Weinschenk, Courtney	\$56,899	Add \$657	\$57,556	Horizontal Advancement (MA to MA+15)
Weydert, Sheila	\$14.78/hr.	Less \$.15/hr.	\$14.63/hr.	Transfer
Zenner, Haley	\$14.63/hr.	Add \$2.61/hr.	\$17.24/hr.	Transfer

ITEM VII - PROJECTS – Recommended for Approval

A. Hourly Projects

- School Improvement Initiative (ESSA) – Project #3717
Lincoln Elementary School
July 15, 2021 – June 30, 2022
10.0499.1200.432.4501.000129, 10.0499.2113.432.4501.000139, 10.0499.2411.432.4501.000159,
10.0499.2411.432.4501.000119 = \$5,000.00
- Leadership Training for Kitchen Managers & Staff (Food/Nutrition) – Project #3801
February 4 – April 15, 2022
61.9043.3110.000.8160.000199 - \$781.56
- Science Content Lead Support (School Charge) – Project #3802
Eleanor Roosevelt Middle School
March 1 – June 1, 2022
10.0225.1100.111.0000.000129 - \$880.00

Milum, Rebecca J

- QBS (School Charge) – Project #3803
Table Mound Elementary School
February 15 – May 28, 2022
10.0526.1100.110.0000.129 & 10.0526.1100.110.0000.000109 = \$1,879.50

Erickson, Elaine T
Feehan, Krystle L
Flores, Jennifer L
Foust, Emilie A
Steger, Kelsey L
Wright, Cordae E

ITEM VII - PROJECTS – Continued

5. Collaboration/Instructional Strategies (Teacher Quality) – Project #3804
Table Mound Elementary School
February 15 – June 10, 2022
10.0526.1100.110.3376.000129 - \$5,189.68

Atkins, Dawn E
Cook, Melissa J
Diercks, Amanda J
Domeyer, Janet E
Erickson, Elaine T
Esch, Lucy A
Fazio, Alicia K
Feehan, Krystle L
Flores, Jennifer L
Fondell, Melissa E
Foust, Emilie A
Gorrell, Jennifer S

Hanten, Alyssa A
Herber, Amy N
Kaiser, Gavin R
Kilburg, Rachael M
Kluesner, Jennifer A
Kohl, Katelyn M
Krewson, Janet L
Marty, Paula J
McNamer, Amanda J
Meyer, Jennifer M
Mitwede, Elisha S
Osterholz, Barbara J

Pancratz, Diane R
Parkin, Heather M
Portzen, Andrew G
Steger, Kelsey L
Stoll, Mandie M
Sullivan, Nicole M
Thill, Kristy A
Wagner, Cindy K
Wright, Cordae E
Zillig, Rebecca A

6. QBS Training (School Improvement) – Project #3805
Prescott Elementary School
February 8 – May 31, 2022
10.0520.1200.432.4501.000129 - \$1,488.33

Crowell, Molly A
Delaney, Aimee M
Drake, Brittany L
Flanagan, Christine M
Hensen, Courtney A

Hinzmann, Ashley M
Kaune, Aundrea L
Kramer, Allisan L
Mathew, Jenna E
McDonough, Melanie A

McGill, Ginger L
Neal, Khalea K
Tuescher, Kory S
Weber, Sarah M

7. After School Program Coordinator (Title IV) – Project #3806
Holy Family Schools
February 15 – June 10, 2022
10.8000.1500.500.4669.000109 - \$7,750.80

Funke, Owen

8. Kindergarten Open House (School Charge) – Project #3807
Sageville Elementary School
April 20-30, 2022
10.0522.1100.110.0000.000129, 10.0522.1100.110.0000.000109 & 10.0522.2134.000.0000.000139 = \$2,000.00

Boeve, Andrea
Dyer, Jeffrey D
Huinker, Jennifer L

Schmitt, Ashley A
Schmitt, Katie M
Stueck, Tamara L

Weiland, Jessica L

ITEM VII - PROJECTS – Continued

9. Suicide Coalition Meetings (Grant) – Project #3808

March 8 – June 1, 2022

10.9199.1100.110.4054.000139 & 10.9199.2134.000.4054.000139 = \$1,500.00

Anderson, Lisa M
Dowell, Sara A
Erickson, Jennifer G

Kuhle, Kari J
Lawrence, Laura K
Nolen, Kristin C

Summer, Molly A
Sunleaf, Annika I
White, Allie M

10. Kindergarten Welcome Event (School Charge) – Project #3809

Table Mound Elementary School

April 26 – June 4, 2022

10.0526.1100.110.0000.000129, 10.0526.2411.000.0000.000159 & 10.0526.2134.000.0000.000139 = \$1,460.80

Diercks, Amanda J
Fazio, Alicia K
Flores, Jennifer L
Foust, Emilie A

Herber, Amy N
Kaiser, Gavin R
Kilburg, Rachael M
McNamer, Amanda J

Osterholz, Barbara J
Zugenbuehler, Marc C

11. District Fund Conversion (District Charge) – Project #3810

February 15 – May 31, 2022

10.9199.2510.000.0000.000139 - \$3,077.00

Demmer, Lisa M

B. Stipends

1. Piano Tuning

George Washington Middle School

March 15-25, 2022

10.0218.1100.110.0000.000129 - \$110.00

Tyler, Roger L

2. Student Council (School Charge)

George Washington Middle School

February 15 – June 2, 2022

10.0218.1100.110.0000.000129 - \$463.00

Hefel, Erin L

3. Yearbook (School Charge)

George Washington Middle School

February 15 – June 1, 2022

10.0218.1100.110.0000.000129 - \$463.00

Daly Wilhelm, Bridget A

ITEM VII - PROJECTS – Continued

4. Fine Arts Mentorship Experience (FAME) Program (School Activities)
 Eleanor Roosevelt Middle School
 February 25 – April 22, 2022
 21.0225.1400.910.6110.000109 - \$650.00

Haug, Sally C

5. Speech Coach (School Activities)
 Senior High School
 February 20 – March 28, 2022
 10.1109.1400.910.6120.000129 - \$800.00

Williams, Maryjo

ITEM VIII - TRANSFERS – For Information Only**A. Classified**

Name	From	To
Arendsdorf, Robin	Irving/6.58 Multicategorical Paraprofessional	Irving/6.58 LRC Paraprofessional
Besch, Rachel	Prescott/7.0 Multicategorical Paraprofessional	Bryant/6.58 Life Skills Paraprofessional
Bettcher, Chris	Kennedy/Head Custodian	Washington/Head Custodian
Bradford, Eugene	Lincoln/6.83 Multicategorical Paraprofessional	Alta Vista/8.0 Behavior Liaison
Conner, Vincent	Transportation/Relief Bus Driver	Transportation/Bus Driver
Eichman, Milt	Transportation/Relief Bus Driver	Transportation/Bus Driver
Foley, Robert	Roosevelt/6.83 Multicategorical Paraprofessional	Marshall/8.0 School Connector
Hansel, Elaine	Eisenhower/4.5 Food Service Worker	Jefferson/4.5 Food Service Worker
Hentges, Tracy	Senior/Custodian	Carver/Custodian
Kircher, Kenneth	Carver/Custodian	Roosevelt/Custodian
Lynn, Leigh	Buildings & Grounds/Swingshift Custodian	Senior/Custodian
Millard, Chad	Kennedy/Custodian	Hempstead/Custodian
Olsen, Elizabeth	Forum/School Services Administrative Asst.	Forum/Payroll Specialist
Paar, Daniel	Washington/Head Custodian	Transportation/Truck Driver
Saroka, Valerie	Transportation/Bus Driver	Transportation/Relief Bus Driver
Sawvel, Susan	Washington/4.0 Food Service Worker	Roosevelt/2.25 Food Service Worker
Schumacher, Rachel	Buildings & Grounds/Swingshift Custodian	Hempstead/Custodian
Valentine, Randy	Hempstead/Custodian	Kennedy/Custodian
Weydert, Sheila	Lincoln/6.83 MC Paraprofessional	Hempstead/7.0 Security Paraprofessional
Zenner, Haley	Senior/8.0 Security Paraprofessional	Senior/8.0 Assistant Principal's Secretary

B. Coach

Noonan, Kevin	Senior/Varsity Asst. Boy's Soccer	Senior/Varsity Head Boy's Soccer
Wardlow, Lindsay	Senior/Varsity Asst. Girl's Soccer	Senior/Varsity Head Girl's Soccer

**Dubuque Community School District
Board Meeting
February 14, 2022**

If any board member wishes to see the full contract document prior to approval at the meeting, please let the board secretary know in advance and a copy of the actual contract will be brought to the meeting for review prior to approval.

Provider	Description	Estimated Cost	Funding	Purchase or Professional Service Contract
Crayon Software Experts	36-month Microsoft Enrollment for Education Services Agreement	\$733,237.89 (to be paid in 3 annual installments)	SAVE	Professional
Tyler Technologies	Driver Tablets, Mounts, 3 Yr Software, & Training	\$121,525.00	PPEL	Purchase
Best Western Holiday Lodge	Lodging reservations for Senior Speech 3/11-3/12/2022	\$2,208.00	Fund 21	Professional
CIT Charters, Inc.	Charter for Senior State Speech on 2/18-2/19/2022	\$6,730.86	Fund 10	Professional
Community Foundation of Greater Dubuque	Brain Health Implementation Grant Agreement	---	---	Purchase
Daktronics	Shot Clock Timer Displays & Backboard Lighting Kits	\$22,395.00	PPEL	Purchase
DataPowerr Technology Group	Semi-Annual Preventative Maintenance Contract	\$1,933.00	PPEL	Professional
Eastern Iowa Purchasing Group	Intent to Participate for FY 2022-2023	---	---	Professional
Goodwin Tucker	Scheduled Performance Maintenance of Gemini Bake Ovens	\$865.56	PPEL	Professional
InfoSec Institute, Inc.	IQ Enterprise Renewal (24 month)	\$45,818.32	SAVE	Professional
Iowa Department of Education	Sharing of Iowa Medicaid Data Consent	---	---	Professional
Iowa Department of Education	GEER II Grant	---	---	Professional
Jim Kenaga, Master Hypnotist	Perform Comedy Hypnosis Show for Hempstead Spring Wind Week on March 9, 2022-Revision due to Price Increase	\$1,800.00	Fund 21	Professional
Kone Inc.	Labor, Materials, Tools, and Supervision to Perform work on Passenger Elevator at George Washington Middle School	\$31,539.00	PPEL	Professional
Learning Forward	Client Consulting to Administer the Standards Assessment Inventory to 19 Schools up to Two Times in FY 21-22	\$1,665.00	Fund 10	Professional
Legion-Aires Drum & Bugle Corps (DBA: Colts)	Facilities Use Agreement-Revision due to Name Change	---	---	Professional
Lifetouch	Service Agreements for FY 22-23: Bryant Elementary School Eleanor Roosevelt Middle School George Washington Middle School Hoover Elementary School Irving Elementary School John F Kennedy Elementary School Marshall Elementary School Sageville Elementary School Table Mound Elementary Thomas Jefferson Middle School	---	---	Professional
Lights! Camera! Selfie!	Station Rental Agreement for Senior High School Prom on 4/23/22	\$350.00	Fund 21	Professional
Luther College	Clinical Experience for Students Memorandum of Understanding	---	---	Professional
University of Iowa	Clinical Experience for Nursing Students Agreement	---	---	Professional
Westphal & Company, Inc.	Electrical Work	TBD	PPEL	Professional
Windstar Lines, Inc.	Charter for Senior High School Basketball on 1/22/22	\$1,400.00	ESSER	Professional

***Consideration of Acceptance of a Gift
to the
Dubuque Community School District
for
Board of Education Action on _____***

**Put a copy of ALL
donation forms in the
invoice book and e-
mail form to Lisa D.**

Request From: Jacob Blanchard

Subject: Eagle Scout Donation

Project: Lincoln Elementary PVC Displays
Nothing will be required of the school except for allowing Jacob into the school to donate the projects once finished.

Purpose: (Explain how this donation will benefit your school, students, staff)
These displays will help display literacy charts, calendars, classroom rules and expectations, math charts, etc. It will make viewing these objects easier and more organized.

Equipment Donated: (27) Custom made PVC displays.

Estimated Costs: \$300
All the funds will be raised by Jacob. Nothing is required of the school for this.

District Involvement: Allowing Jacob into the school to donate the projects once finished.

Time Schedule: Mid-February 2022 – Early March 2022.

Recommendation: Approval of the project as reviewed by the Facilities/Support Services Committee on _____.

Dubuque Community School District

Request Board Approval for Purchase/Professional Service Contract

Type of Contract (check one):

- ☐ Purchase Contract (new) for \$50,000 or more (purchase of goods or materials) **Provider:** _____
- ☒ Professional Service Contract (new) for \$50,000 or more (professional services from an independent contractor) **Provider:** Crayon Software Experts

Brief Description of Contract:

36-month Microsoft enrollment for Education Services agreement

Estimated Cost:

\$733,237.89 (to be paid in three annual installments of \$244,411.63)

Effective Date:

April 1, 2022

Source of Funding:

- ☐ Special Education ☐ Talented and Gifted ☐ Dropout Prevention ☐ General Education
- ☒ Other SAVE

Budget Code:

33.9199.2589.000.0000.000349

Recommended by:

Coby Culbertson
Principal or Program/Grant Coordinator

Date: 2/2/2022

Please submit this form to:

Professional Service Contracts for Professional Development – Linda Gratton, Forum Human Resources Office, lgratton@dbqschools.org

Purchase Contracts and Professional Service Contracts for Student Services – Sarah Pfab, Forum Business Office, spfab@dbqschools.org

 / / Facilities/Support Services Committee Review/Approval Date

 / / Board Approval Date

 / / Approval Forwarded to District Administrator Overseeing Contract

Requisition # Date / /

 / / Completed copy to Carrie Mauss for Official Board Book

TO: Kevin Kelleher, Chief Financial Officer
Board Members of the Facilities / Support Services Committee

FROM: Coby Culbertson, Chief Technology Officer

RE: Recommendation for **New 36-month Microsoft Enrollment for Education Services (EES) Agreement and other Associated Licensing.**

DATE: Tuesday, February 1, 2022

Mr. Kelleher and members of the Facilities / Support Services Committee,

The technology department published a Request for Proposal (RFP) on the District's website December 29, 2021 seeking sealed quotations by Monday, January 31, 2022 at 12:00pm for a **new 36-month Microsoft Enrollment for Education Services (EES) agreement and other associated licensing.**

In addition to the posting of the RFP on the District's website, five (5) companies were notified that this RFP was issued and the District would be soliciting bids. The District received two (2) responses from eligible bidders with one of the bidders being the incumbent who holds the District's current Microsoft Enrollment for Education Services (EES) agreement. The two (2) bidders were in compliance with the Request for Proposal (RFP) solicitation.

The main factors used to distinguish the selection of the recommended bidder. Below is a breakdown of the bids submitted:

Bidder	Total 3-Year Bid Amount	Annual Term Bid Amount
Crayon Software Experts, LLC	\$733,237.89	\$244,411.63
SHI International Corp.	\$812,704.77	\$270,901.59

Funding for this proposed expenditure would be expensed from the board authorized allocation of the Secure an Advanced Vision for Education (SAVE) fund for technology-related projects.

It is the technology department's recommendation that the Facilities / Support Services Committee conditionally approve the request that **Crayon Software Experts, LLC** be awarded the bid to execute a **new 36-month Microsoft Enrollment for Education Services (EES) agreement and other associated licensing**, in the amount of **\$733,237.89** (to be paid in annually installments of **\$244,411.63**) for final approval at the Board of Education meeting scheduled on Monday, February 14, 2022.

Respectfully submitted,



Coby E. Culbertson
Chief Technology Officer

Enclosure: Evaluation Bid Matrix

RFP Bid Matrix Worksheet



District Name: Dubuque Community School District
RFP Bid Number: RFP#20212812-MICROSOFT ENROLLMENT FOR EDUCATION SERVICES (EES) AGREEMENT

Bid Due Date: January 31, 2022 before 12 p.m. CST

Equipment, Project, or Service Description:

Directions: Bidders are rated how well they meet each factor/consideration. The entries for all factors are then totaled for each bidder. The recommended bidder is the one with the highest number of total points. If a bidder does not meet a factor/consideration, then they receive zero (0) points for the factor/consideration.

Lowest Cost of All Bids Received: \$733,234.89

	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Bidder 6	Bidder 7	Bidder 8
Bidder Name	SHI	Crayon Software Experts LLC						
Bidder Amount Submitted	\$812,704.77	\$733,234.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Time Bid Received	1/31/22 at 11:03am	1/31/2022 at 8:08am						

No	Factors/Considerations	Points Available							
1	Completeness and adherence to the format of the bid solicitation by prospective bidder.	5	4	3	0	0	0	0	0
2	The District's prior experience with prospective bidder.	5	2	5	0	0	0	0	0
3	Prospective bidder will work to ensure no lapse of coverage with the District's current and proposed Microsoft EES agreement.	10	10	10	0	0	0	0	0
4	Prospective bidder is a licensed Microsoft reseller.	5	5	5	0	0	0	0	0
6	Overall Cost of Equipment, Project, or Service*	25	23	25	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Total Points Awarded		44	48	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

* This number must be higher than all of the other numbers in this column, the overall cost must be weighted most heavily.

Recommended Bidder:

Crayon Software Experts LLC

Disqualified Bidder(s) and reasons for disqualification:

MISC:

SHI bid \$270,903.59 per year for a 3 year term
Crayon bid \$244,411.63 per year for a 3 year term

Bid Reviewers:

Bret Tigner and Cobb Culbertson

Bids Reviewed On:

1/31/2022 at 3:15pm

Dubuque Community School District

Request Board Approval for Purchase/Professional Service Contract

Type of Contract (check one):

- ☒ Purchase Contract (new) for \$50,000 or more (purchase of goods or materials) **Provider:** Tyler Technologies
- ☐ Professional Service Contract (new) for \$50,000 or more (professional services from an independent contractor) **Provider:** _____

Brief Description of Contract:

Driver Tablets & Mounts, 3 Years of Tyler Drive Software, and Training.

Estimated Cost:

\$121,525.00

Effective Date:

March 1, 2022

Source of Funding:

- ☐ Special Education ☐ Talented and Gifted ☐ Dropout Prevention ☐ General Education
- ☒ Other PPEL

Budget Code:

36.9140.2711.0000.000734, 36.9140.2711.0000.000349

Recommended by:

Kevin Kelleher
Principal or Program/Grant Coordinator

Date: 2/2/2022

Please submit this form to:

Professional Service Contracts for Professional Development – Linda Gratton, Forum Human Resources Office, lgratton@dbqschools.org

Purchase Contracts and Professional Service Contracts for Student Services – Sarah Pfab, Forum Business Office, spfab@dbqschools.org

_____/_____/_____ Facilities/Support Services Committee Review/Approval Date

_____/_____/_____ Board Approval Date

_____/_____/_____ Approval Forwarded to District Administrator Overseeing Contract

Requisition # _____ Date ____/____/____

_____/_____/_____ Completed copy to Carrie Mauss for Official Board Book



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Dubuque Community School District.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Defined Vehicles"** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.
- **"White Fleet Vehicles"** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from number of the Defined Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without

limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Transportation Solution Terms”** means the terms, including terms applicable to items or services provided by third parties, applicable to Tyler’s transportation solutions. Copies of current Transportation Solution Terms are included at Exhibit F.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and as listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms

and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we

are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone

criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design;

(c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we

complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following connectivity to the SaaS environment, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The foregoing notwithstanding, the initial term for Tyler Drive SaaS commences upon availability of the applicable SaaS Services. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation

infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR**

FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort

to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings,

and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the

event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Transportation Solution Terms
	Schedule 1: Additional Tyler Drive Terms & Conditions
	Schedule 2: Professional Hardware Installation Terms
	Schedule 3: Return Merchandise Authorization Process & Termination of GPS & Tyler Drive Units
	Schedule 4: HERE End User Terms
	Schedule 5: GeoTab Equipment Warranty

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Dubuque Community School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.

One Tyler Drive

Yarmouth, ME 04096

Attention: Chief Legal Officer

Address for Notices:

Dubuque Community School District

2300 Chaney Road

Dubuque, IA 52001

Attention: _____



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

prices are valid until April 18 2022

Software as a Service		Quantity	Price	Extended	This Year Total	Year 2	Year 3	
Tyler Drive provided as SaaS for Tyler Drive 4 inc. Verizon 4G communications (US)		50	\$300.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,750.00	USD
Subtotal: Application Software Maintenance Fees				\$15,000.00	\$15,000.00	\$15,000.00	\$15,750.00	USD
Services		Quantity	Price	Extended	This Year Total	Year 2	Year 3	
Project Management (hours) (1),(2)		6	\$175.00	\$1,050.00	\$1,050.00			USD
Tyler Drive Configuration Training and End User Training for up to 120 drivers (hours) (1),(3)		28	\$175.00	\$4,900.00	\$4,900.00			USD
Subtotal: Application Services				\$5,950.00	\$5,950.00	\$0.00	\$0.00	USD
Teleatics		Quantity	Price	Extended	This Year Total	Year 2 Renewal	Year 3 Renewal	
Student Ridership								
TYD-SR-02	Student Reader Kit for Tyler Drive	65	\$185.00	\$12,025.00	\$12,025.00			USD
Subtotal: Student Ridership					\$12,025.00			USD
Tyler Drive								
TYD04PKG	Tyler Drive 4 (4G) for Verizon(US) (includes bumper and wall charger for tablet)	50	\$1,050.00	\$52,500.00	\$52,500.00			USD
TYD04MNT0T-inc	Dock with built in lock, mounting arm and power cord-included with TYD04	50	inc.		inc.			USD
TYD04MNT0T	Dock with built in lock, mounting arm and power cord-additional	19	\$290.00	\$4,350.00	\$4,350.00			USD
Subtotal: Tyler Drive					\$56,850.00			USD
Accessories								
SHIPPING	Shipping and Handling	1	\$950.00	\$950.00	\$950.00			USD
Subtotal: Accessories					\$950.00	\$0.00		USD
Total One-Time Fees:					\$90,775.00			USD
Total Recurring Fees**:						\$15,000.00	\$15,750.00	USD

Tyler reserves the right to substitute hardware of equal or greater value for the same price
** Subject to annual increase after Year 3

Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs
- Online Training Classes are limited to 5 persons and are delivered in 2 hour increments. Onsite Training Classes are limited to 5 persons and are delivered in 8 hour increments
- Tyler Drive training classes are limited to 50 persons. Tyler assumes that there will be 2 Tyler Drive training sessions per day when there are more than 50 persons to train

Quote prepared on January 18, 2022
Version 38h

Signature



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.6 *Other Fixed Price Services:* Unless otherwise indicated, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.
 - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
 - 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery. The foregoing notwithstanding, hardware fees for units with Tyler Drive installed on them are invoiced upon installation.
 - 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
5. Transportation Solution Fees. Notwithstanding language to the contrary in this Exhibit B, fees for Tyler transportation solution items are invoiced in accordance with the following:
 - 5.1 Software License fees. 100% on software availability
 - 5.2 Hosting Services. Year one hosting fees (when hosting and annual maintenance are priced separately), for the one (1) year period commencing when hosting services are made available (the "Hosting Services Availability Date") are invoiced on the Hosting Services Availability Date. Subsequent years' hosting fees are due in advance, at our then-current rates, on each anniversary of the anniversary of the Hosting Services Availability Date.
 - 5.3 Services.
 - 5.3.1 *Implementation and Other Professional Services (including training):* Implementation and training fees for transportation solutions are invoiced as follows: (a) Implementation fee is billed and invoiced when the map is available to you in Tyler's data center and (b) Base Training is billed and invoiced upon completion of the Base Training.
 - 5.3.2 *Other Professional Services:* Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps and self-installation training, are invoiced as delivered.
 - 5.4 Third Party Products.
 - 5.4.1 *Third Party Software Maintenance:* First year maintenance fees for the Third Party Software, if any, are invoiced when we make that Third Party Software is made available to you ("Software Access Date") and cover the one (1) year period commencing the first day of the month following the Software Access Date.
 - 5.4.2 *Third Party Hardware, Installation Services, Self-Installation Training Services and Shipping and Handling:* Third Party Hardware, installation services, and shipping and handling costs, if any, are invoiced upon completion of installation, in the event we are performing the installation. Third Party Hardware, self-installation training services and shipping and handling costs, if any, are invoiced upon delivery, in the event you are performing the installation.

- 5.4.3 *Third Party Hardware Maintenance: The first year maintenance fees for the Third Party Hardware are invoiced when installation/shipment takes place commencing as follows: (a) if installation/shipment occurs between the first day and fourteenth day of the month, maintenance shall commence on the first day of that month; or (b) if installation/shipment occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.*

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Reserved.



Exhibit E
Transportation Solution Terms

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Schedule 1

Tyler Drive Terms and Conditions

Hardware Terms and Conditions

1. Warranty. Tyler passes through any applicable third-party hardware or services warranties provided by the provider of such hardware or services.
2. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Hardware Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Hardware Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the installation of the tablet, including, but not limited to, where on the vehicle the tablet is installed. Client's use of the tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.
3. Disclaimer of Liability. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the operation of the vehicle on which the tablet is installed. Client's installation and use of such tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.
4. Disclaimer for Installation of Tablet. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the installation of the tablet, including, but not limited to, where on the vehicle the Tyler Drive tablet is installed. Your use of the tablet will operate as your acknowledgement of, and agreement with, the foregoing disclaimer of liability.
5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Hardware Products.

Tyler Drive Embedded Software Terms and Conditions

1. Client's use of the third party software included on Third Party Hardware (for the purpose of this Agreement, "Embedded Third Party Software") is restricted to executable code.
2. Client is prohibited from (i) transferring the Embedded Third Party Software except for temporary CPU transfer in the event of computer malfunction; (ii) assigning, time-sharing, lending, leasing, or renting the Embedded Third Party Software or using for commercial network services or interactive cable or remote processing services.

3. Title to the Embedded Third Party Software shall not pass to Client or any other party.
4. Client is prohibited from reverse engineering, disassembling, or decompiling the Embedded Third Party Software and duplicating the Embedded Third Party Software except for a single archival copy. Reasonable Client backup copies are permitted.
5. To the extent permitted by applicable law, the software developer's and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Embedded Third Party Software including, but not limited to, liability for use of Embedded Third Party Software in high-risk activities or liability related to any Data supplied by the software developer.
6. Client, at the time of termination of its Embedded Third Party Software license, is required to certify in writing to Tyler that Client has discontinued use and has destroyed or will return to Tyler all copies of the Embedded Third Party Software and Documentation.
7. Client is required to comply fully with all relevant export laws and regulations of the United States to ensure that Embedded Third Party Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
8. Client is prohibited from removing or obscuring any software developer copyright, trademark notice, or restrictive legend.
9. All terms in the software developer click-through License Agreement (E204 and E300) included with Embedded Third Party Software are disclaimed. This Amendment is the sole agreement governing Client's use of the Embedded Third Party Software. Any warranty offered by Tyler on the Tyler Software Products shall only apply between Tyler and its client(s). The software developer does not offer any warranties or indemnities to Client for the Embedded Third Party Software.
10. Tyler may terminate Client's license in the event Client uses the Embedded Third Party Software separately from the Tyler Software Products, and require Client to acquire a Full Use Software license directly from the software developer to permit any further use of Embedded Third Party Software.
11. ANY THIRD PARTY SOFTWARE, PROGRAM MATERIALS, PREPRODUCTION MATERIALS, CONFIDENTIAL INFORMATION, OR TRADE SECRETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SOFTWARE DEVELOPER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
12. Tyler is prohibited from providing Client with updated versions of the Embedded Third Party Software in Tyler Software Products.

Tyler Drive Wireless Service Terms and Conditions

1. Under no circumstances shall wireless provider be responsible for or obligated to make any changes to its equipment, operations, network or systems to accommodate Client.
2. A mobile telephone number may be changed, reassigned or eliminated upon reasonable notice to Client under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements.
3. All equipment activated on a wireless service line at a fixed location must be located by Client within the areas served by the wireless provider owned and operated network.
4. When a Client's wireless service line is terminated, Client shall cooperate with Tyler and the wireless provider to ensure that the equipment that was activated on that line does not register or attempt to register on the wireless provider's network.
5. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER,

- DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE TYLER PROVIDED EQUIPMENT OR THE TYLER PRODUCT OR SERVICE. THE EQUIPMENT IS PROVIDED "AS IS." EQUIPMENT PURCHASED UNDER THIS AGREEMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO TYLER BY THE EQUIPMENT MANUFACTURER.
6. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS WILL HAVE NO LIABILITY TO CLIENT:
 - A) IF CHANGES IN THE WIRELESS SERVICE OR IN THE WIRELESS PROVIDER NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE PROVIDED BY TYLER TO CLIENT IN CONJUNCTION WITH ITS USE OF THE TYLER PRODUCT OR SERVICE;
 - B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE, (II) FAILURES OR DEFECTS IN THE WIRELESS PROVIDER NETWORK OR SYSTEMS, (III) USE OF THE TYLER PRODUCT OR SERVICE OR TYLER'S EQUIPMENT, OR (IV) DISABLING OF EQUIPMENT.
 - C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE BY CLIENT ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL WIRELESS PROVIDER OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.
 7. IN NO EVENT SHALL WIRELESS PROVIDER, ITS AFFILIATES AND CONTRACTORS BE LIABLE TO END USER, OR ANY OF ITS EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
 8. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CLIENT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CLIENT AND THE UNDERLYING CARRIER. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CLIENT AND CLIENT HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
 9. Wireless service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless service operation. Wireless service and/or features may not be available in all areas. Wireless service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on wireless provider's network.
 10. Due to regulatory requirements regarding wireless provider's network licenses, Client shall obtain wireless provider's prior approval and written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate wireless service. Wireless provider may terminate lines and, upon legal notice, may terminate this Agreement and pursue any other available remedies if Client violates this section.
 11. In order to protect the wireless provider's network, operations and other customers, wireless provider

may suspend or terminate service to affected lines if Client uses the wireless service or equipment: (a) in an illegal or unauthorized manner (including “spamming” or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on wireless provider’s network, operations or customers. If Client continues using the wireless service in such a manner, wireless provider may deny activation to new wireless service lines or, upon legal notice, may terminate this Agreement.



Exhibit E
Schedule 2
Professional Hardware Installation Terms

The Investment Summary contains hardware installation services for the quoted number of vehicles.

Additional costs may apply to include both tech-day (see below) rates and travel expenses for unscheduled, unanticipated after hours or weekend installations, or expedited installations requested by Client.

Additional labor and/or parts charges may be required for non-standard vehicles, or installations outside the approved scope of work.

Listed prices do not cover extenuating circumstances beyond the control of Tyler (or Tyler's 3rd Party installer) that lengthen or delay the installation time. If additional time is required due to, but not limited to, any of the following, additional charges may apply: Inadequate lighting; non-covered space in poor weather conditions; power outages; dangerous work environment, etc.

If multiple vehicles are located at one site for installation, the Client shall make enough vehicles available for a technician to fill up one day of work (this will vary based on auxiliary connections, etc.). If Client chooses to not make all vehicles available and the installer must make two or more trips when one trip would have been sufficient to complete installation on all vehicles, then additional tech-day rates (plus travel expenses) may apply for such subsequent trips.

We warrant that the hardware installation services shall be performed in a professional, competent, and workmanlike manner. In the event a breach of this warranty is detected within one (1) year of installation, we shall re-perform such services at no additional cost to you. This warranty shall be void in the event you alter or modify the hardware installation settings in any manner.

Tyler (or Tyler's 3rd Party installer) will identify additional costs required in advance, and such costs shall only be incurred if approved by Client. Client acknowledges that a delay in providing such approval may negatively impact the timeliness of the provision of services.

During installation, Client will have personnel available to move vehicles if necessary.



Exhibit E
Schedule 3

**Return Merchandise Authorization Process & Termination of GPS & Tyler Drive
Hardware Units**

1. **TERMINATED UNITS.** Client is responsible for reporting terminated units to end their maintenance agreement on said unit(s). Client will continue to be billed until Tyler is notified of such termination. To notify Tyler, the Client must submit a completed GPS termination form, as shown attached, including the exact serial number(s) of the unit(s) being terminated, to our accounting department so invoices can be adjusted to reflect the termination. The date used to calculate the termination and any associated credits will be the date that Tyler's accounting department receives the completed notification.
2. **LIMITED WARRANTY ON PRO PLUS.** The "Warranty Period" means either: (a) the one (1) year period commencing on the activation date for the device; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other applicable rate plan as announced by us from time to time ("Limited Lifetime Warranty")). Provided you properly complete and we receive from you, a justified written warranty claim and, if applicable, all affected devices (returned at your expense), prior to the expiration of the Warranty Period, we will either repair or replace such device. We reserve the right to replace any device and software with a more current version or model or refurbished device units in our sole discretion. We also reserve the right to charge you return shipping and a reasonable service fee if we determine that your warranty claim was not justified. Additionally, for claims under the Limited Lifetime Warranty we will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in your usage area (as determined by us in our sole discretion). To the maximum extent permitted by applicable law, the foregoing constitutes your sole and exclusive remedy and our sole and exclusive obligation for any breach of the foregoing warranty.
3. **CONDITIONS AND EXCLUSIONS.** Warranty claims must be submitted promptly after the date when you noticed the defect. In order to make a warranty claim, you may be required to prove that the installation did not cause the defect, unless the installation was performed by a Geotab-certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our units) are not covered by this process, and we are not responsible for malfunctions by, in, or caused by such products, services, or items.



Empowering people who serve the public®

Tyler GPS Termination Form

Client Name:

Please list all serial numbers that you are requesting to have terminated, along with your reason for termination:

Serial Number	Reason for Termination

Note: All listed units will be terminated upon receipt of this signed document. Additional charges will apply for reactivation of a terminated unit. Hardware Maintenance for terminated units will be adjusted for the renewal following the request for termination. Partial credit/refund of annual fees paid is not available.

Signature:

Printed Name and Title:

Date:



AFFIDAVIT - Please sign and return to cancel products

In regards to the following listed product(s):

Support for GPS and related products

Customer acknowledges that it no longer will receive software updates, "bug fixes", services or telephone support for the listed products.

Customer acknowledges that, if it decides to later utilize the listed products, it must either pay for the products at then-current pricing or remit payment for support fees that would have been due if the products had remained in continual use.

Note: I understand that I am terminating the selected device(s) whereby they will no longer function in any capacity. I also understand that, for purchased devices, if I wish to reuse these terminated device in the future, I will have to return the device(s) to Geotab for reactivation, from which additional charges may incur.

Authorized Representative

Printed Name and Title

Date

Please return this form via email to: AR@tylertech.com or by Fax: 806-797-4849



Exhibit E Schedule 4 HERE End User Terms

Your receipt and use of the HERE data, if required, is subject to the following terms and conditions:

Use of Data. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

Reverse Engineering and Archiving. You are prohibited from reverse engineering or Archiving the HERE data.

Export. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules and regulations.

Cessation of Use. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

Regulatory and Third-Party Supplier Restrictions and Obligations. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notice>.

Commercial Item. The HERE data is a “commercial item”, as that term is defined at 48 C.F.R. ("FAR") 2.101, and is licensed in accordance with the terms and conditions herein.

Disclaimer of Warranties. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

Disclaimer of Liability. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.

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Exhibit E
Schedule 5
Geotab Equipment Warranty

GEOTAB warrants that during the Warranty Period each Product (including beta products obtained through the GEOTAB beta program, but excluding other test or demonstration products or product versions) will perform in accordance with the written specifications that GEOTAB issues with respect to such Product, subject to the limitations and conditions set forth in GEOTAB's specifications and this Agreement, when used in accordance with GEOTAB's documentation and specifications. "Warranty Period" means either: (a) the one-year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other rate plan as announced by GEOTAB from time to time ("Limited Lifetime Warranty")). Provided Client properly completes and GEOTAB receives from Client, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at Client's expense to the reseller from whom Client purchased the devices or as otherwise specified by GEOTAB), prior to the expiration of the Warranty Period, GEOTAB will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. GEOTAB reserves the right to replace any device and software with a more current version or model or refurbished device units in GEOTAB's sole discretion. GEOTAB also reserves the right to charge Client return shipping and a reasonable service fee if GEOTAB determines that Client's warranty claim was not justified. The remaining Warranty Period for any purchased Products GEOTAB repairs or replaces under warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement. Additionally, under the Limited Lifetime Warranty GEOTAB will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in Client's usage area (as determined by GEOTAB in GEOTAB's discretion). To the maximum extent permitted by applicable law, the foregoing constitutes Client's sole and exclusive remedy and GEOTAB's sole and exclusive obligation for any breach of the foregoing warranty.

Warranty claims must be submitted promptly after the date when Client noticed the defect. In order to make a warranty claim, Client may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a GEOTAB -certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by our limited warranty and GEOTAB is not responsible for malfunctions by or in such products, services or items. Client may need to purchase, license or procure products, software, data or services from third parties to enable the full use or functionality of GEOTAB's Products. Client is responsible for ensuring that all such third party products, software, data or services meet GEOTAB's minimum requirements, including without limitation, processing speed, memory, client software, internet access, internet or other communication channel bandwidth.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS,

EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GEOTAB CANNOT AND DOES NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY OF THE PRODUCTS WILL MEET CLIENT'S BUSINESS OR OTHER REQUIREMENTS; (B) THE PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) THE PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT (D) ANY ERRORS IN THE PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. MOREOVER, GEOTAB DOES NOT ENDORSE, AND MAKES NO REPRESENTATION, OR WARRANTY WITH RESPECT TO, AND ASSUMES NO RESPONSIBILITY, OBLIGATION OR LIABILITY FOR, ANY NON-GEOTAB PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

GEOTAB makes no representation nor provides any warranty with respect to third party software. Third party software not manufactured by GEOTAB is limited, in warranty and guarantee, to the warranty and/or guarantee of the supplier and expires upon the expiration of such warranty. GEOTAB will not be responsible for updating or fixing any errors or inconsistencies in the third party software.

It is understood that GEOTAB has no special knowledge of Client's operation or requirements and Client confirms and agrees that the GEOTAB Equipment are purchased because of the independent determination by Client of its suitability for intended use.

In the event Client discontinues support services on Client's GPS devices and subsequently desires to reinstate such services, Client will be required to repurchase the GPS devices at the then-current rate.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 7th day of February in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Dubuque Community School District
2300 Chaney Road
Dubuque, IA 52001

and the Contractor:
(Name, legal status, address and other information)

Portzen Construction
205 Stone Valley Drive
Dubuque, IA 52002

for the following Project:
(Name, location and detailed description)

Dubuque Community School District
Central Kitchen Mechanical Replacement

The Architect:
(Name, legal status, address and other information)

Origin Design Co.
137 Main St., Ste. 100
Dubuque, IA 52001
Origin Project No.: 2100701

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows: Work may commence upon receipt by the Contractor of a written "Notice to Proceed." In the absence of a written "Notice to Proceed" work may start as soon as the Contractor has filed with the Owner the required bonds and certificate of insurance and have received a copy of the fully executed contract

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

Init.

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User Notes:

(3B9ADA3A)

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: Work to commence on or about June 6, 2022 with completion of the work as follows: Substantial Completion of the Central Kitchen Mechanical Replacement Project shall be no later than August 12, 2022.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$1,443,700.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 1: Bake Storage 113	\$21,500.00
Alternate 2: Temperature Controls	\$3,200.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
General Mechanical Allowance	\$15,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Init.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Init.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage to be reduced in accordance with the laws of the State of Iowa, as applicable.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than thirty-one (31) days following approval and final acceptance of the Project by the School Board (Owner) upon receipt and review of the Architect's Certificate and Recommendation for Final Payment.

Final payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other required closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Interest

Init.

Payments due and unpaid under the Contract Document shall bear interest from the date payment is due at the rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

(Paragraph Deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the Owner shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the Owner, including those incurred on appeal.

If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the Owner shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the Owner, including those incurred on appeal.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Mark Fassbinder, District Manager of Buildings & Grounds
Dubuque Community School District
2300 Chaney Road
Dubuque, IA 52001

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Joe Klein
Portzen Construction
205 Stone Valley Drive
Dubuque, IA 52002

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

The Contractor shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that the District may incur or sustain to the extent of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Contractor.

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A.113.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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(3B9ADA3A)

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs Deleted)

.4 Drawings

Number	Title	Date
See attached index		

.5 Specifications

Section	Title	Date	Pages
See attached table of contents			

.6 Addenda, if any:

Number	Date	Pages
1 through 3		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Performance Bond	Equal to 100% of the Contract Amount
Payment Bond	Equal to 100% of the Contract Amount

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Dubuque Community School District
(Printed name and title)



CONTRACTOR (Signature)

Portzen Construction
(Printed name and title)

Init.

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User Notes:

(3B9ADA3A)

DOCUMENT 004113 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

PROJECT: Dubuque Community School District
Central Kitchen Mechanical Replacement
Dubuque, Iowa

BIDDER: Portzen Construction, Inc. 02-01-22
(Company Name) (Bid Date)

A. ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

BIDDER has received the following Addenda receipt of which is hereby acknowledged;

Addendum No. 1 through No. 3

B. CERTIFICATIONS AND BASE BID

Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, and having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Lump-Sum Price one million, four hundred nineteen
thousand dollars (\$ 1,419,000.00)
(words) (figures)

C. TIME OF COMPLETION

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within the date or number of calendar days indicated.

Indicate the affect, if any, alternates have on the Contract Time.

N/A

D. ALTERNATES

(Bidder Note: For each alternate, place a check next to "Add" or "Deduct" or "No Change" that is applicable to the alternate)

Alternate No. 1: Bake Storage 113.

Add ☒ Deduct ☐ No Change ☐

twenty one thousand
five hundred dollars (\$ 21,500.00)
(words) (figures)

Alternate No. 2: Temperature Controls.

Add ☒ Deduct ☐ No Change ☐

three thousand, two hundred
dollars (\$ 3,200.00)
(words) (figures)

E. ATTACHMENTS

The following documents are attached to and made a condition of this Bid:


Bid Security

Bidder Status Form – Required to be submitted with this Bid Form

All forms must be completed and attached to Bid Form. Failure to include all completed forms may constitute disqualification of entire bid at the Owner's discretion.

SUBMITTED BY Portzen Construction, Inc.

(Company Name)


(Signature of Authorized Person)

Michael J. Portzen, Vice President

(Printed Name of Authorized Person)

(Title)

205 Stone Valley Drive, Dubuque, IA 52003

(Business Address)

Dubuque, IA 52003

(City)

(State)

(Zip Code)

563-557-7642

(Telephone Number)

563-557-9048

(Fax Number)

C099538

(Iowa Contractor License Number)

**MINUTES OF THE
BOARD OF DIRECTORS MEETING
OF
PORTZEN CONSTRUCTION, INC.**

Pursuant to notice, a special meeting of the Board of Directors of the above corporation was held on December 2, 2015 at 8:15 a.m. at the corporation's place of business.

The purpose of the meeting was to change Officers of the Corporation: Michael E. Portzen remains as President, Michael J. Portzen remains as Vice President and Jayme Kluesner remains as Treasurer. Adam E. Portzen added the title of Corporate Secretary from Jayme Kluesner.

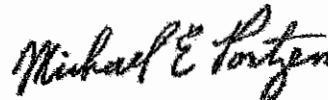
- I. **QUORUM.** A quorum was declared present based on the presence of the following directors/officers:

Michael E. Portzen
Michael J. Portzen
Adam E. Portzen
Jayme Kluesner

The following corporate actions were taken by appropriate motions duly made, seconded, and adopted by the majority vote of the Michael E. Portzen entitled to vote (unless a higher voting approval is stated).

- The appointment of Adam E. Portzen as Corporate Secretary.

There being no further business, the meeting was duly adjourned.



Michael E. Portzen
President

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☒ Yes ☐ No My company has an office to transact business in Iowa.
- ☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 10 / 05 / 2005 to Current / ____ / ____ Address: 205 Stone Valley Drive
City, State, Zip: Dubuque, IA 52003

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: ____
City, State, Zip: ____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: ____
City, State, Zip: ____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

- Name of home state or foreign country reported to the Iowa Secretary of State:

- Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No
- If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Portzen Construction, Inc.

Signature: Michael J. Portzen
Michael J. Portzen, Vice President

Date: 02-01-22

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☒ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☒ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☒ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☒ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☒ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☒ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☒ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☒ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☒ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☒ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☒ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

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AIA® Document A312™ – 2010

Performance Bond

Bond # 54-242311

CONTRACTOR:

(Name, legal status and address)

Portzen Construction
205 Stone Valley Drive
Dubuque, IA 52003

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, IA 52401

OWNER:

(Name, legal status and address)

Dubuque Community School District
2300 Chaney Road
Dubuque, IA 52001

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: February 7, 2022

Amount: \$ 1,443,700.00

Description:

(Name and location)

Dubuque Community School District
Central Kitchen Mechanical Replacement

BOND

Date: February 9, 2022

(Not earlier than Construction Contract Date)

Amount: \$ 1,443,700.00

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Portzen Construction Inc

Signature: [Signature]

Name and Title: Michael J Portzen

Title: Vice President

SURETY

Company: (Corporate Seal)

United Fire & Casualty Company

Signature: [Signature]

Name and Title: Scott A DeSousa

Title: Attorney-in-fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

AssuredPartners Great Plains (Architect, Engineer or other party:)

LLC dba Friedman Insurance

501 Bell Street

Dubuque, Iowa 52001 (563)556-202

Init.

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User Notes:

(1936550501)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
N/A

Name and Title:

Address:

Signature: _____
N/A

Name and Title:

Address:

Init.

/

Additions and Deletions Report for AIA® Document A312™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:30:24 CT on 02/08/2022.

PAGE 1

Portzen Construction
205 Stone Valley Drive
Dubuque, IA 52003

United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, IA 52401

...

Dubuque Community School District
2300 Chaney Road
Dubuque, IA 52001

...

Date: February 7, 2022
Amount: \$ 1,443,700.00

...

Dubuque Community School District
Central Kitchen Mechanical Replacement

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:30:24 CT on 02/08/2022 under Order No. 2114265864 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA[®] Document A312™ – 2010

Payment Bond

Bond # 54-242311

CONTRACTOR:

(Name, legal status and address)

Portzen Construction
205 Stone Valley Drive
Dubuque, IA 52003

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, IA 52401

OWNER:

(Name, legal status and address)

Dubuque Community School District
2300 Chaney Road
Dubuque, IA 52001

CONSTRUCTION CONTRACT

Date: February 7, 2022

Amount: \$ 1,443,700.00

Description:

(Name and location)

Dubuque Community School District
Central Kitchen Mechanical Replacement

BOND

Date: February 9, 2022

(Not earlier than Construction Contract Date)

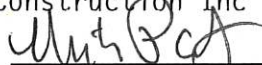
Amount: \$ 1,443,700.00

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Portzen Construction Inc

Signature: 

Name and Michael J Portzen

Title: Vice President

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)

United Fire & Casualty Company

Signature: 

Name and Scott A DeSousa

Title: Attorney-in-fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AssuredPartners Great Plains (Architect, Engineer or other party:)
LLC dba Friedman Insurance
501 Bell Street
Dubuque, Iowa 52001
(563)-556-0272

OWNER'S REPRESENTATIVE:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(1432830545)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: N/A

Name and Title:

Address:

Signature: N/A

Name and Title:

Address:

Additions and Deletions Report for **AIA® Document A312™ – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Portzen Construction
205 Stone Valley Drive
Dubuque, IA 52003

United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, IA 52401

...

Dubuque Community School District
2300 Chaney Road
Dubuque, IA 52001

...

Date: February 7, 2022
Amount: \$ 1,443,700.00

...

Dubuque Community School District
Central Kitchen Mechanical Replacement

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:30:13 CT on 02/08/2022 under Order No. 2114265864 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SCOTT A. DESOUSA, MARK J. PHALEN, DAN A. WELLIK, SHIRLEY M. SHANNON, ERIC DESOUSA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of December, 2021



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 1st day of December, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of February, 2022.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Great Plains, LLC dba Friedman Insurance
PO Box 759
Dubuque IA 52004-0759

CONTACT
NAME: Pam Buchholtz
PHONE (A/C, No. Ext): 563-556-0272 FAX (A/C, No): 563-556-4425
E-MAIL ADDRESS: buchholtzp@friedman-group.com

INSURED
Portzen Construction Inc.
205 Stone Valley Dr.
Dubuque IA 52003

PORTCON-02

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midwest Builders' Casualty Mutual Company	13126
INSURER B : Sentry Insurance a Mutual Company	24988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1608018658

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	A0160590	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	A0160590	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UI/UM \$ 100,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	A0160590	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-0001565-2021A	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Central Kitchen Mechanical Replacement. Dubuque Community School District, its board members, employees and agents are listed as Additional Insureds on a primary & non-contributory basis for on-going and completed operations with respect to general liability as provided by endorsements CG2001, CG2010, CG2032, CG2037, CG2503 and CG2504. Governmental Immunities is in favor of the Dubuque Community School District per endorsement CG7008. EU7091 is Additional Insured for Umbrella. Waiver of Subrogation on General liability. Workers Compensation and Automobile Liability per endorsements CG2404, CG0444 and WC000313 in favor of Dubuque Community School District. Auto Pollution is included on endorsement CA9948. A 30 Day Notice of Cancellation has been included on all policies.

CERTIFICATE HOLDER

CANCELLATION

Dubuque Community School District
2300 Chaney Rd
Dubuque IA 52001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This endorsement does not apply where prohibited by law.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has a written contract requiring a waiver of our right to recover from them.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. WC100-0001565-

Endorsement No. WC 00 03 13

Insured Portzen Construction, Inc

Insurance Company

Midwest Builders' Casualty Mutual Company

1100 Walnut Street Suite 3010

Kansas City, MO 64106

(816) 474-7799

Carrier Code 32131

Countersigned by



WC 00 03 13

(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

Any Additional Insured As Required By Written Contract Or
Written Agreement Executed Prior to Loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the Insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

Change effective 12/31/2020

CG 20 32 04 13

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Page 1 of 2
02/04/2021

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 37 04 13

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Page 1 of 1

12/30/2020

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 70 08 01 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL IMMUNITY ENDORSEMENT

This endorsement modifies the coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name and Mailing Address of Municipality:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the Insurance provided to the municipality shown in the Schedule, the following applies:

Governmental Immunities Provision

1. Nonwaiver of Governmental Immunity

- a. We expressly agree and state that the purchase of this policy or the including of the municipality shown in the Schedule as an additional Insured does not waive any of the defenses of governmental immunity available to them under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage

- a. We agree that this policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and may be amended from time to time. Claims not subject to the Code of Iowa Section 670.4 will be subject to the terms and conditions of this policy.

3. Assertion of Governmental Immunity

- a. The municipality shown in the Schedule will be responsible for asserting any defense of governmental immunity, and may do so at any time and will do so upon our timely written request. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.

4. Non-Denial of Coverage

- a. We will not deny coverage under this policy and we will not deny any of the rights and benefits accruing to the municipality shown in the Schedule for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality shown in the Schedule.

5. No Other Change in Policy

- a. The above preservation of governmental immunities will not otherwise change or alter the coverage available under this policy.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Seventh day of February in the year Two Thousand Twenty-Two

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Dubuque Community School District
2300 Chaney Road
Dubuque, IA 52001

and the Contractor:

(Name, legal status, address and other information)

Tricon Construction Group
1230 East 12th Street
Dubuque, IA 52001
Telephone Number: 563.588.9516
Fax Number: 563.588.9519

for the following Project:

(Name, location and detailed description)

Hempstead High School Kitchen Upgrades
Dubuque Community School District
Dubuque, Iowa

The Architect:

(Name, legal status, address and other information)

Frevert-Ramsey-Kobes
Architects-Engineers, P.C.
2600 Westown Parkway, Suite 340
West Des Moines, IA 50266
Telephone Number: 515.223.5100
Fax Number: 515.223.7226

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Work may commence upon receipt by Contractor of a written "Notice to Proceed." In the absence of a written "Notice to Proceed" work may start as soon as the Contractor has filed with the Owner the required bonds and certificate of insurance and have received a copy of the fully executed contract.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

Init.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: August 12, 2022 and Final Completion of all punch list items shall be achieved within Sixty (60) days of Substantial Completion or no later than October 11, 2022.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred and Forty-Eight Thousand Dollars and Zero Cents (\$448,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
------	-------

Contingency Allowance

\$25,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3.1 Contractor shall provide four (4) copies of Application for Payment to the Architect. Each copy shall have original signatures and be signed and sealed by a Notary Public. The use of A.I.A. documents G702 and G703 is required by the Architect.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

Init.

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5.00%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage to be reduced in accordance with the laws of the State of Iowa, as applicable.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 all claims filed and other requirements of Iowa Code Chapter 573 have been met.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than thirty-one (31) days following approval and final acceptance of the Project by the School Board (Owner) upon receipt and review of the Architect's Certificate and Recommendation for Final Payment.

Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other required closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

(Insert rate of interest agreed upon, if any.)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the Owner shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the Owner, including those incurred on appeal.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mark Fassbinder
Dubuque Community School District
2300 Chaney Road
Dubuque, IA 52001

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Project Manager
Tricon Construction Group
1230 East 12th Street
Dubuque, IA 52001

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.

See Section 00 73 00 - Supplementary Conditions - Article 11 - Insurance and Bonds of the Project Manual.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

The Contractor shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that the District may incur or sustain to the extent of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Contractor.

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. By signing this Agreement Contractor shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A.113.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph Deleted)

.2 AIA Document A201™-2017, General Conditions of the Contract for Construction

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(Paragraphs Deleted)

.3 Drawings

Number	Title	Date
See attached "List of Drawings" from the Project Manual		

.4 Specifications

Section	Title	Date	Pages
See attached "Table of Contents" from the Project Manual			

.5 Addenda, if any:

Number	Date	Pages
Addendum No. 1	1/26/2022	60
Addendum No. 2	1/28/2022	6
Addendum No. 3	2/1/2022	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual	Hempstead High School	January 2022	
Performance Bond	Kitchen Upgrades		
Payment Bond	Dubuque Community School District		
	Dubuque, Iowa		

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Performance Bond	Equal to 100% of the Contract Amount
Payment Bond	Equal to 100% of the Contract Amount

This Agreement entered into as of the day and year first written above.

**DUBUQUE COMMUNITY SCHOOL
DISTRICT
Dubuque, Iowa**

OWNER (Signature)

(Printed name and title)

**TRICON CONSTRUCTION GROUP
Dubuque, Iowa**

CONTRACTOR (Signature) **Ronald L. Richard**

Owner

(Printed name and title)

Init.

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Dubuque CSD/FRK-1061a01 ©2022
Hempstead HS Kitchen Upgrades

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END OF LIST OF DRAWING SHEETS

FRK-A and FRK- S - frk architects + engineers
IMEG-M and IMEG-E – IMEG Corp.
CA – Clevenger Associates

AIA® Document A312™ – 2010

Performance Bond 2328694

CONTRACTOR:

(Name, legal status and address)
Tricon General Construction, Inc.

1230 East 12th Street
Dubuque, IA 52001

OWNER:

(Name, legal status and address)
Dubuque Community School District
2300 Chaney Road
Dubuque, IA 52001

CONSTRUCTION CONTRACT

Date: 2/7/2022

Four Hundred Forty-eight Thousand And No/100

Amount:

\$448,000.00

Description:

(Name and location) Hempstead High School Kitchen Upgrades

SURETY:

(Name, legal status and principal place
of business)

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: 2/9/2022

(Not earlier than Construction Contract Date)

Four Hundred Forty-eight Thousand And No/100

Amount:

\$448,000.00

Modifications to this Bond: ☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Tricon General Construction, Inc.

Signature:

Name: Ronald L Richard

and Title:

Owner

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

North American Specialty Insurance Company

Signature:

Name:

and Title:

Todd Schaap

Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Shorewest Surety Services, Inc.
2626 49th Drive
Franksville, WI 53126
(262) 835-9576

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Frevert-Ramsey-Kobes Architects-Engineers, P.C.
2600 Westown Parkway, Suite 340
West Des Moines, IA 50266

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____	Company: _____
(Corporate Seal)	(Corporate Seal)
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address _____	Address _____

AIA Document A312™ – 2010

Payment Bond 2328694

CONTRACTOR:

(Name, legal status and address)
Tricon General Construction, Inc.

**1230 East 12th Street
Dubuque, IA 52001**

OWNER:

(Name, legal status and address)
**Dubuque Community School District
2300 Chaney Road
Dubuque, IA 52001**

CONSTRUCTION CONTRACT

Date: **2/7/2022**

Four Hundred Forty-eight Thousand And No/100

Amount:

\$448,000.00

Description:

(Name and location) **Hempstead High School Kitchen Upgrades**

SURETY:

(Name, legal status and principal place
of business)

**North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: **2/9/2022**

(Not earlier than Construction Contract Date)

Four Hundred Forty-eight Thousand And No/100

Amount:

\$448,000.00

Modifications to this Bond: ☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Tricon General Construction, Inc.

Signature: _____

Name **Ronald L. Richard**
and Title: **Owner**

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)

North American Specialty Insurance Company

Signature: _____

Name **Todd Schaap**
and Title: **Attorney-in-Fact**

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

**Shorewest Surety Services, Inc.
2626 49th Drive
Franksville, WI 53126
(262) 835-9576**

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

**Frevort-Ramsey-Kobes Architects-Engineers, P.C.
2600 Westown Parkway, Suite 340
West Des Moines, IA 50266**

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 18 Modifications to this bond are as follows:

Address

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP, KIMBERLY S. RASCH,
and PAUL JACOBSEN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

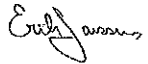
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 2ND day of DECEMBER, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 2ND day of DECEMBER, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Erik Janssens, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.





Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of February, 2022.


Jeffrey Goldberg, Senior Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

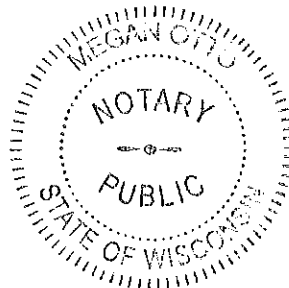
STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS 9th day of February, 2022,
before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
North American Specialty Insurance Company, a corporation
of New Hampshire, created, organized and existing under and
by virtue of the laws of the State of New Hampshire; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Megan Otto
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **3/3/2024**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kunkel & Associates, Inc. 401 Data Court Dubuque IA 52003	CONTACT NAME: Chad Kunkel		
	PHONE (A/C, No, Ext): 563-585-2310	FAX (A/C, No): 563-557-7316	
E-MAIL ADDRESS: certs@kunkel-inc.com			
INSURED Tricon General Construction, Inc. 1230 E. 12th Street Dubuque IA 52001	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Insurance		19445
	INSURER B: Travelers		25674
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 303343805**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL9566102	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA5425492	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP61N0476621NF	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			WC43172159	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Hempstead High School Kitchen Upgrades
Dubuque Community School District, its board members, employees and agents, and Frevert-Ramsey-Kobes are additional insured on the general liability policy with respect to the ongoing and completed operations performed by the named insured, such coverage is on a primary and non-contributory basis as per written contract. A Waiver of Subrogation applies to the general liability, auto liability and workers compensation policies in favor of the additional insureds as per written contract. Umbrella follows form subject to policy terms, conditions, and exclusions. A Non-Waiver of Government Immunity on the general liability policy in favor of Dubuque Community School District. The policies provide a 30 day notice of cancellation except for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Dubuque Community School District 2300 Chaney Rd Dubuque IA 52001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITY ENDORSEMENT-IOWA JURISDICTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Iowa Jurisdiction:

Dubuque Community School District
2300 Chaney Rd
Dubuque, IA 52001

Description Of Project;

Any project

The following is added to SECTION IV - **COMMERCIAL GENERAL LIABILITY CONDITIONS:**

10. IOWA GOVERNMENTAL IMMUNITY

- a. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, this insurance applies only to the extent that such claim or "suit" is not subject to any defense of governmental immunity under Iowa Code Section 670.4 and any amendment to that section.
- b. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, that Iowa jurisdiction will be responsible for asserting any defense of governmental immunity and must do so if requested in writing by us. Nothing contained in this endorsement shall prevent us from asserting any defense of governmental immunity on behalf of that Iowa jurisdiction.
- c. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, we agree that:
 - (1) The purchase of this policy and including the Iowa jurisdiction as an additional insured under this policy does not waive any defense of governmental immunity available to such Iowa jurisdiction under Iowa Code Section 670.4 and any amendment to that section; and
 - (2) We will take the position that this insurance does not apply because of governmental immunity only after a court of law having jurisdiction over such claim or "suit" has ruled in favor of any defense of governmental immunity asserted by such Iowa jurisdiction.
- d. This preservation of governmental immunity does not change the coverage otherwise available under this policy.

Dubuque Community School District
Hoover Elementary School Boiler Replacement Project No. 21-054
Project Estimate \$170,000.00
January 13, 2022
2:00 PM

District representatives present: Kevin Kelleher and Mark Fassbinder

The bid opening was called to order at 2:02 PM by Kevin Kelleher, Chief Financial Officer.

Bid(s) were opened by Kelleher and read by Mark Fassbinder in the following order:

MMC Mechanical (received at 12:51 PM on 1/13/2022)

Bid Security (10%): Included

Addenda: Yes

Acknowledgement and Certification Form: Included

Iowa Bidder Status Form: Included

Base Bid Amount: \$194,700.00

Modern Piping (received at 12:25 PM on 1/13/2022)

Bid Security (10%): Included

Addenda: Yes

Acknowledgement and Certification Form: Included

Iowa Bidder Status Form: Included

Base Bid Amount: \$235,630.00

Portzen Construction (received at 1:41 PM on 1/13/2022)

Bid Security (10%): Included

Addenda: Yes

Acknowledgement and Certification Form: Included

Iowa Bidder Status Form: Included

Base Bid Amount: \$179,600.00

BG Brecke Inc. (received at 1:41 PM on 1/13/2022)

Bid Security (10%): Included

Addenda: Yes

Acknowledgement and Certification Form: Included

Iowa Bidder Status Form: Included

Base Bid Amount: \$190,000.00

Bids will be reviewed by the architect and Buildings & Grounds. A recommendation will be made to the Facilities/Support Services Committee on February 7, 2022, and the Board on February 14, 2022.

Bid opening concluded at 2:19 PM.

Carolyn Mauss, Board Secretary
Dubuque Community School District

February 2, 2022

Mark Fassbinder – District Manager, Buildings and Grounds
Dubuque Community Schools
2300 Chaney Road
Dubuque, Iowa 52001

RE: Dubuque CSD Hoover Elementary School Boiler Project
Dubuque, Iowa

Dear : Mark

We have reviewed the bids for the above referenced project.

Based on the years that the school is anticipated to be in service, we recommend to reject all bids and explore replacing the burner. Our cost opinion for this work is between \$45,000- 55,000. If the board agrees, we would recommend securing at least two quotes from contractors to preform this work.



If you have any questions or concerns please feel free to call.

Sincerely,

Michael J. Brocka

Mike Brocka, P.E.
21-054

Hoover Elementary Boiler Replacement

Engineer's Project No. 21-054
Bid Tabulation - 1/13/2022
Bid Time Public Bid Opening 2:00 P.M.

Public Meeting called to order at : 2:03 p.m Public Meeting adjourned at:

Contractor	Portzen Construction	B.G.Brecke Inc.	MMC Mechanical	Modern Piping Inc.
Time Bid Received	1/13/2022 @ 1:41 p.m.	1/13/2022 @ 1:41 p.m.	1/13/2022 @ 12:51 p.m.	1/13/2022 @ 12:25 p.m.
Bid Security (10%)	X	X	X	X
Bidder Status Form	X	X	X	X
Addenda Acknowledged (2 total)	X	X	X	X
Base Bid Amount	\$179,600.00	\$ 190,000.00	\$194,700.00	\$235,630.00
Alternate Bids				
None				
Comments				

DCSD Representatives Present: Kevin Kelleher, Mark Fassbinder, Carrie Mauss

DCSD Board Members Present: None

Others Present:

Notes:

Request to SBRC for Funding Related to FY22 SWVPP Increased Enrollment

Last legislative session, the Iowa general assembly granted authority for the SBRC to award funding to districts that experience an increase in statewide voluntary preschool program (SWVPP) enrollment in the 2021-2022 school year resulting from the decrease in the 2020-2021 school year, during which many parents kept their children home due to the COVID-19 pandemic.

Funding available for each eligible district, determined based on the statutory language of HF868, Division IV, is provided below. Requests will be heard by the SBRC in a class action format, meaning no districts will be required to appear. To request funds, eligible districts should, **by February 15, 2022**, send to Kassandra.Cline@iowa.gov the following:

1. Cover letter making the request to the SBRC, including the purpose of the request, dollar amount of the request, the intended use of these funds related to the pandemic, and the date action was taken by the board to approve the request.
2. Board minutes reflecting action taken in a public board meeting approving the request.

Sample resolution language: As part of the district's response to the impact of the COVID-19 pandemic, the district's administration is authorized to submit a request to the School Budget Review Committee for funding related to FY22 SWVPP increased enrollment in the amount of \$_____.

Account Coding: Use Project/Source Code 4055 Education Stabilization Fund (Elementary and Secondary School Emergency Relief Fund II) (ESSER II Fund) (CFDA 84.425D) and Program Code 460 SWVPP.

The Iowa Department of Education (Department) will then allocate the requested and approved amounts to each district to offset the increased SWVPP costs for the 2021-2022 school year. Claims for reimbursement of allowable costs will be submitted by the district on a quarterly basis in CASA or Iowa Grants. Since the Department is using federal ESSER relief funds, districts will also need to provide documentation for the use of funds for the purposes of federal reporting. More information will be shared with districts regarding this part of the process.

Eligible Districts

Eligible districts and eligible amounts are provided below. If the district is not listed, the district is not eligible to make a request.

District Name	Eligible Amount
Alden Comm School District	\$10,840.50
Algona Comm School District	\$21,681.00
Ames Comm School District	\$119,245.50
Anamosa Comm School District	\$36,135.00
Andrew Comm School District	\$14,454.00
Ankeny Comm School District	\$75,883.50
Atlantic Comm School District	\$32,521.50
AHSTW Comm School District	\$21,681.00
Ballard Comm School District	\$3,613.50
Belmond-Klemme Comm School District	\$3,613.50
Bettendorf Comm School District	\$54,202.50
Eddyville-Blakesburg- Fremont CSD	\$32,521.50

District Name	Eligible Amount
Bondurant-Farrar Comm School District	\$10,840.50
Boone Comm School District	\$3,613.50
Burlington Comm School District	\$169,834.50
Camanche Comm School District	\$7,227.00
Cardinal Comm School District	\$3,613.50
Carlisle Comm School District	\$10,840.50
Carroll Comm School District	\$75,883.50
Cedar Rapids Comm School District	\$65,043.00
Centerville Comm School District	\$46,975.50
Central Lee Comm School District	\$25,294.50
Central DeWitt School District	\$14,454.00
Central Decatur Comm School District	\$39,748.50
Chariton Comm School District	\$50,589.00
Clarion-Goldfield-Dows Comm School District	\$18,067.50
Clarke Comm School District	\$83,110.50
Clay Central-Everly Comm School District	\$21,681.00
Clear Creek Amana Comm School District	\$68,656.50
Clinton Comm School District	\$43,362.00
Colfax-Mingo Comm School District	\$25,294.50
College Comm School District	\$126,472.50
Coon Rapids-Bayard Comm School District	\$21,681.00
Corning Comm School District	\$36,135.00
Council Bluffs Comm School District	\$213,196.50
Dallas Center-Grimes Comm School District	\$10,840.50
Davenport Comm School District	\$97,564.50
Davis County Comm School District	\$43,362.00
Decorah Community School District	\$39,748.50
Delwood Comm School District	\$36,135.00
Denison Comm School District	\$61,429.50
Des Moines Independent Comm School District	\$860,013.00
Dubuque Comm School District	\$7,227.00
Boyer Valley Comm School District	\$7,227.00
East Buchanan Comm School District	\$18,067.50
East Marshall Comm School District	\$39,748.50
Eastern Allamakee Comm School District	\$32,521.50
Edgewood-Colesburg Comm School District	\$3,613.50
Eldora-New Providence Comm School District	\$14,454.00
Emmetsburg Comm School District	\$61,429.50
English Valleys Comm School District	\$57,816.00
Essex Comm School District	\$25,294.50
Estherville Lincoln Central Com Sch Dist	\$18,067.50
Exira-Elk Horn- Kimballton Comm Sch Dist	\$32,521.50
Forest City Comm School District	\$32,521.50
Fort Dodge Comm School District	\$50,589.00
Fort Madison Comm School District	\$61,429.50
Garner-Hayfield-Ventura Comm School District	\$10,840.50

District Name	Eligible Amount
George-Little Rock Comm School District	\$28,908.00
Glenwood Comm School District	\$36,135.00
Nodaway Valley Comm School District	\$25,294.50
GMG Comm School District	\$46,975.50
Grinnell-Newburg Comm School District	\$79,497.00
Guthrie Center Comm School District	\$10,840.50
Clayton Ridge Comm School District	\$32,521.50
Hampton-Dumont Comm School District	\$10,840.50
Harlan Comm School District	\$61,429.50
Hartley-Melvin-Sanborn Comm School District	\$3,613.50
Hudson Comm School District	\$25,294.50
Humboldt Comm School District	\$36,135.00
Independence Comm School District	\$14,454.00
Indianola Comm School District	\$79,497.00
Interstate 35 Comm School District	\$36,135.00
Iowa City Comm School District	\$325,215.00
Iowa Falls Comm School District	\$39,748.50
IKM-Manning Comm School District	\$50,589.00
Greene County Comm School District	\$3,613.50
Johnston Comm School District	\$7,227.00
Keokuk Comm School District	\$21,681.00
Keota Comm School District	\$21,681.00
Knoxville Comm School District	\$46,975.50
Lamoni Comm School District	\$39,748.50
Laurens-Marathon Comm School District	\$3,613.50
Lawton-Bronson Comm School District	\$36,135.00
Lenox Comm School District	\$18,067.50
Lewis Central Comm School District	\$75,883.50
North Cedar Comm School District	\$39,748.50
Linn-Mar Comm School District	\$3,613.50
Lisbon Comm School District	\$21,681.00
Logan-Magnolia Comm School District	\$39,748.50
Lone Tree Comm School District	\$32,521.50
Louisa-Muscatine Comm School District	\$7,227.00
Madrid Comm School District	\$14,454.00
Manson Northwest Webster Comm School District	\$3,613.50
Maple Valley-Anthon Oto Comm School District	\$54,202.50
Marcus-Meriden-Cleghorn Comm School District	\$32,521.50
Marion Independent School District	\$25,294.50
Marshalltown Comm School District	\$144,540.00
Mason City Comm School District	\$122,859.00
MOC-Floyd Valley Comm School District	\$32,521.50
Midland Comm School District	\$25,294.50
MFL MarMac Comm School District	\$28,908.00
Morning Sun Comm School District	\$36,135.00
Mount Vernon Comm School District	\$36,135.00

District Name	Eligible Amount
Murray Comm School District	\$36,135.00
Nevada Comm School District	\$54,202.50
New Hampton Comm School District	\$61,429.50
New London Comm School District	\$3,613.50
Newton Comm School District	\$32,521.50
North Fayette Valley Comm School District	\$25,294.50
North Linn Comm School District	\$7,227.00
North Polk Comm School District	\$101,178.00
Norwalk Comm School District	\$140,926.50
Odebolt Arthur Battle Creek Ida Grove Comm School District	\$75,883.50
Oelwein Comm School District	\$21,681.00
Okoboji Comm School District	\$7,227.00
Oskaloosa Comm School District	\$108,405.00
Ottumwa Comm School District	\$169,834.50
PCM Comm School District	\$14,454.00
Pella Comm School District	\$18,067.50
Perry Comm School District	\$50,589.00
Pleasant Valley Comm School District	\$25,294.50
Pleasantville Comm School District	\$68,656.50
Postville Comm School District	\$25,294.50
Red Oak Comm School District	\$39,748.50
Riceville Comm School District	\$43,362.00
Riverside Comm School District	\$21,681.00
Roland-Story Comm School District	\$14,454.00
Rudd-Rockford-Marble Rk Comm School District	\$25,294.50
Ruthven-Ayrshire Comm School District	\$3,613.50
Saydel Comm School District	\$28,908.00
Schaller-Crestland Comm School District	\$10,840.50
Sergeant Bluff-Luton Comm School District	\$3,613.50
Sidney Comm School District	\$14,454.00
Sigourney Comm School District	\$21,681.00
Sioux Center Comm School District	\$83,110.50
Sioux Central Comm School District	\$7,227.00
Sioux City Comm School District	\$158,994.00
South Central Calhoun Comm School District	\$10,840.50
Solon Comm School District	\$28,908.00
Southeast Webster Grand Comm School District	\$21,681.00
South Winneshiek Comm School District	\$46,975.50
Southeast Polk Comm School District	\$119,245.50
Springville Comm School District	\$18,067.50
Stanton Comm School District	\$3,613.50
Stratford Comm School District	\$14,454.00
Tipton Comm School District	\$25,294.50
Tri-County Comm School District	\$3,613.50
Tripoli Comm School District	\$10,840.50
Turkey Valley Comm School District	\$28,908.00

District Name	Eligible Amount
Twin Cedars Comm School District	\$25,294.50
Twin Rivers Comm School District	\$10,840.50
Underwood Comm School District	\$46,975.50
United Comm School District	\$10,840.50
Urbandale Comm School District	\$209,583.00
Van Meter Comm School District	\$36,135.00
Villisca Comm School District	\$10,840.50
Vinton-Shellsburg Comm School District	\$46,975.50
Waco Comm School District	\$28,908.00
East Sac County Comm School District	\$3,613.50
Wapsie Valley Comm School District	\$10,840.50
Washington Comm School District	\$18,067.50
Waterloo Comm School District	\$144,540.00
Waukee Comm School District	\$25,294.50
West Central Comm School District	\$39,748.50
West Delaware County Comm School District	\$7,227.00
Western Dubuque Comm School District	\$32,521.50
Williamsburg Comm School District	\$36,135.00
Wilton Comm School District	\$68,656.50
Woodbury Central Comm School District	\$21,681.00

**Dubuque Community School District
Board Meeting
February 14, 2022**

If any board member wishes to see the full contract document prior to approval at the meeting, please let the board secretary know in advance and a copy of the actual contract will be brought to the meeting for review prior to approval.

Provider	Description	Estimated Cost	Funding	Purchase or Professional Service Contract
Crayon Software Experts	36-month Microsoft Enrollment for Education Services Agreement	\$733,237.89 (to be paid in 3 annual installments)	SAVE	Professional
Tyler Technologies	Driver Tablets, Mounts, 3 Yr Software, & Training	\$121,525.00	PPEL	Purchase
Best Western Holiday Lodge	Lodging reservations for Senior Speech 3/11-3/12/2022	\$2,208.00	Fund 21	Professional
CIT Charters, Inc.	Charter for Senior State Speech on 2/18-2/19/2022	\$6,730.86	Fund 10	Professional
Community Foundation of Greater Dubuque	Brain Health Implementation Grant Agreement	---	---	Purchase
Daktronics	Shot Clock Timer Displays & Backboard Lighting Kits	\$22,395.00	PPEL	Purchase
DataPowerr Technology Group	Semi-Annual Preventative Maintenance Contract	\$1,933.00	PPEL	Professional
Eastern Iowa Purchasing Group	Intent to Participate for FY 2022-2023	---	---	Professional
Goodwin Tucker	Scheduled Performance Maintenance of Gemini Bake Ovens	\$865.56	PPEL	Professional
InfoSec Institute, Inc.	IQ Enterprise Renewal (24 month)	\$45,818.32	SAVE	Professional
Iowa Department of Education	Sharing of Iowa Medicaid Data Consent	---	---	Professional
Iowa Department of Education	GEER II Grant	---	---	Professional
Jim Kenaga, Master Hypnotist	Perform Comedy Hypnosis Show for Hempstead Spring Wind Week on March 9, 2022-Revision due to Price Increase	\$1,800.00	Fund 21	Professional
Kone Inc.	Labor, Materials, Tools, and Supervision to Perform work on Passenger Elevator at George Washington Middle School	\$31,539.00	PPEL	Professional
Learning Forward	Client Consulting to Administer the Standards Assessment Inventory to 19 Schools up to Two Times in FY 21-22	\$1,665.00	Fund 10	Professional
Legion-Aires Drum & Bugle Corps (DBA: Colts)	Facilities Use Agreement-Revision due to Name Change	---	---	Professional
Lifetouch	Service Agreements for FY 22-23: Bryant Elementary School Eleanor Roosevelt Middle School George Washington Middle School Hoover Elementary School Irving Elementary School John F Kennedy Elementary School Marshall Elementary School Sageville Elementary School Table Mound Elementary Thomas Jefferson Middle School	---	---	Professional
Lights! Camera! Selfie!	Station Rental Agreement for Senior High School Prom on 4/23/22	\$350.00	Fund 21	Professional
Luther College	Clinical Experience for Students Memorandum of Understanding	---	---	Professional
University of Iowa	Clinical Experience for Nursing Students Agreement	---	---	Professional
Westphal & Company, Inc.	Electrical Work	TBD	PPEL	Professional
Windstar Lines, Inc.	Charter for Senior High School Basketball on 1/22/22	\$1,400.00	ESSER	Professional

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DUBUQUE COMMUNITY SCHOOL DISTRICT
Educational Programs/Policy Committee

BOARD COMMITTEE MINUTES

This form is used by all multimember committees established by the Board of Education. Before any meeting is held, be sure you have met the requirements of Chapter 1037 Laws of the 67th G.A., 1978 Session, Official Meetings Open to Public.

- I. Complete the Following Before Starting the Meeting
- A. Date agenda was posted for meeting: February 4, 2022
 - B. Date media was emailed agenda: February 4, 2022
 - C. Board Committee: **Educational Programs/Policy Committee**
 - D. Date and Time of Meeting: **February 8, 2022, at 4:00 p.m.**
 - E. Place of Meeting: The Forum
 - F. Attach agenda to this form. Verify that a copy of the agenda has been filed with the Secretary of the Board and the Administrator holding the Committee meeting. If any of the above data does not comply with the open meeting law, do not begin the meeting.

Board members present: Nancy Bradley, Lisa Wittman, Jim Prochaska, Katie Jones, Tami Ryan and Anderson Sainci. District representatives present: Stan Rheingans, Mike Cyze, Lisa Tebockhorst, Brenda Duval, Julie Lange, Val Loewenberg, Mimi Holesinger and Mark Burns

Nancy Bradley called the meeting to order at 4:00 p.m.

The agenda was reviewed as submitted.

Educational Programs

Julie Lange, Director of Digital Literacy, and Val Loewenberg, District Mentor, updated the committee on the online school application process. In order to serve students who choose to do online programming, the district is looking to get accreditation from the Department of Education for an online school. Accreditation allows us to enroll students from outside our district. The online school would be for grades 6-12 and would include six full-time staff and eight part-time staff for the program. Lange and Loewenberg are asking for approval at the next board meeting to go ahead and submit the application. Board 2.14.22.

Mimi Holesinger, Director of Behavior and Learning Supports updated the committee on Social Emotional Learning Competencies, which include self-awareness, self-management, social awareness, relationship skills and responsible decision-making. Social Emotional Learning is part of the Iowa Standards and is supported by ESSER and GEER II funds. Collaborative for Academic, Social and Emotional Learning (CASEL) is a trusted source for knowledge about high-quality, evidence-based social and emotional learning when teaching the five competencies and would be added to the Second Step curriculum that is currently being piloted in five elementary schools which include Eisenhower, Fulton, Irving, Lincoln, and Marshall.

Lisa Tebockhorst, Director of Elementary Education, updated the board on the Belief Grant. This is an opportunity to explore work with community partners and preschool. This grant would allow the district to work with community preschool programs to explore a possible stand-alone preschool center.

Policy #2208–Public Information

Revised – Board 02.14.22

Policy #5500–Student Rosters

Revised – Board 02.14.22

COVID-19 Data Update

Stan Rheingans updated the board on COVID-19 data. Active cases are decreasing with many district buildings at 0. In comparing attendance rates from August to January of the 2019-2020 school year and this current school year, there has been a four percent increase in absences. Our current online school will need to be approved after this year in order to support remote learning.

Brenda Duvel, Director of Special Education, updated the board on the court case involving mask use for special education. Duvel stated that the IEP process is in place to ensure our district students who need these accommodations are getting those supports.

Mike Cyze updated the committee that there will be mobile labs from Mercy One up and running in the next few weeks for families in need of vaccinations.

Superintendent Search

Interviews continue at 5:30 for new superintendent.

The next meeting was scheduled for March 8, 2022.

The meeting adjourned at 5:03 p.m.

Carolyn Mauss, Board Secretary
Board of Education

Public Information

In order for the Dubuque Community School District to fulfill its mandate from the Constitution of the State of Iowa and to uphold its own stated educational philosophy, the Board of ~~Directors~~ **Education** believes that everyone involved in the work of the school district should do his/her part to promote positive public information to its citizenry.

To reach this goal the Board of ~~Directors~~ **Education** encourages administration, staff, parents, and students to consistently share the story of our school's programs, accomplishments, and their future needs.

Public information takes on many forms:

Media coverage of district and school board meetings (*also see Policy #10401 News Media Relations*)

School newspapers and websites

District newsletter, website, and television

Showcase achievement performances and artwork in the community

Recognition and awards earned by staff and students

Parent teacher conferences

Student-parent activities

Parents/staff/student organizations

School/facilities visitations

Speakers availability to community organizations

Contact with other government bodies and leaders

The district's School and Community Relations Office aids the district in telling its story and sharing information with the community. The Board of ~~Directors~~ **Education** invites all members of the school community and the greater Dubuque community to be advocates for the district and its students.

Adopted: September 19, 1988

Revised: March 20, 2017

Revised:

Student Rosters

~~Advance notice shall be given at the beginning of each school year to~~ ***Annually, the Parent Student Handbook contains an Information Release Form which gives*** parents, *guardians*, and students of legal age, ~~giving them the opportunity to have student directory information withheld.~~ ~~delete their names from directory information to be made public in compliance with legal procedures listed below.~~

All other existing information about students will not be released to individuals or organizations except as authorized by the superintendent to comply with the legal procedures listed below.

Adopted: June 9, 1980
Reviewed: January 5, 2011
Revised: October 10, 2016

Legal Reference:
Directory Information - Chapter 20
U.S.C. Section 12329 (5) (A)
Notice Procedure – Chapter 20
U.S.C. Section 12329g (5) (B)
Armed Forces – P.L. 96-342
September 8, 1980
Section 302 (B) (1) that amended 10 U.S.C. 520 (d)
Iowa Public Information Law –
Iowa Code Chapter 68A

DUBUQUE COMMUNITY SCHOOL DISTRICT
COMMUNITY EDUCATIONAL EQUITY ADVISORY COMMITTEE
2300 Chaney Road

REGULAR MEETING

Microsoft Teams

January 24, 2022

4:30 p.m.

Members Present: Dean Boles, Gisella Aitkens, Erica Haugen, Kate Parks, Ry Resnick, Richard Fullmer, Kirstin George, Heather Satterly, Collin Eboh, Bryan Moose, Matthew Hall, Clara Lopez

- Call to Order at 4:31pm
- Roll Call
- Approval of the Agenda
 - Motion was made, seconded, and carried
- Approve the Minutes of Previous CEEAC Meeting
 - Motion was made, seconded, and carried
- Visitors and Open Forum
 - Coby Culbertson-Data Sharing
 - District wants to be sure they are doing everything they can, to have the committee be successful while staying compliant to laws.
 - Erica Haugen, Professional Equity Development
 - How do we keep track of training and access to DDBIE practice for the hiring processing the school?
 - Human Resource office will keep that information
 - Some schools have their own internal interview team
 - Some interviews have second interviews with Amy Hawkins, Director of HR
 - Information is housed in HR
 - How can the data be collected for schools?
 - Race, gender, and roles for staff in all buildings
 - Dean Boles, Climate and Culture
 - Can't find outcomes from strategic plan
 - Achievement gaps
 - Not posted on website since 2017
 - Not placed on website for public viewing
 - Gaps are widening on race and SES groups
 - What is goal to close achievement gaps?
 - Can't find reports of what is successful for indicators
 - Heather Satterly, Policy and Ed Programming
 - Request for:
 - Disaggregated data for KG through 5th for math and reading proficiency
 - Disaggregated data for elementary, secondary, and per school for behavior
 - Reading proficiency for students who attended summer academy
 - Food Pantry data
 - Ry Resnick, Community Engagement
 - Gender and Race for student and staff for each building

- Power BI- Littleton's access
 - Making sure what needs to be done from a legal standpoint before sharing
 - Attendance by race and grade level for each school
 - Making more accessible
- Joe Maloney-Summer Reading Program Data
 - Overview of Reading Academy
 - 800 eligible 1st grade that was able to attend
 - 290 students attended, 37%
 - Morning program is strictly reading instruction with district certified teachers
 - Free breakfast and lunch
 - Afternoon program is enrichment based
 - Community Partners
 - Transportation provided from student's homeschool to program site
 - Ry Resnick
 - Track academic impact of this academy
 - Compare spring FASST Test scores to 2nd Grade Fall FASST Test Scores
 - 98% maintained or improved test scores between spring to fall
 - Goal is to avoid summer slide
- Dierre Littleton
 - What other slicers are we using to track data for this program?
 - Gender, Race, IEP, homeless, and socioeconomic Status?
 - Holistic standpoint
 - Students invited based on reading scores
- Heather Satterly, Policy and Ed Programming
 - What the plan for to expand to K-5th need?
 - With resources and money anything is possible
 - Only wanted to focus on the 1st grade due to significant learning loss and widen the scope of students invited.
 - Compare data for students who attended summer academy for multiple sessions to students who only attended for one session.
 - 50% of KG through 5th are not at benchmark for reading, what opportunities are we exploring for these needs?
 - What was the reasoning behind for staying with 1st grade and not targeting on the same children going into 2nd grade?
- Dean Boles, Climate and Culture
 - How much extra growth is needed?
- Sub-Committee Reports
 - Policy-Ed Programming
 - Finalized purpose statement
 - Food Pantry
 - Out of School/In school Suspension for elementary and secondary
 - Summer Academy
 - Community Engagement
 - Cultural Heritage Celebration for every month
 - Calendar
 - Climate and Culture Equity Survey
 - Will connect after meeting to having regular meeting schedule
 - Will move away from homework and work collectively together to conduct work in meeting time
 - Climate & Culture
 - Purpose Statement

- Waiting to hear from subcommittee chair
- Professional Equity Development
 - Purpose Statement
 - Goals and Objectives
 - Review existing strategic plan
 - Collaborate with HR to see if hiring team has DBIE training for practice
- Old Business
 - Goals of subcommittee
 - No change
 - Bylaws
 - Bylaws amended to add SES
 - Dean makes motion, Kate second, Motion carried
- New Business
 - Diversity Statement
 - Dierre, Gisella, Collin and Erica will collaborate for a mission statement
- Announcements/Questions
 - XIII. Adjournment
 - Meeting at 5:27pm

MISSION

To develop world-class learners and citizens of character in a safe and inclusive learning community.

Facilities/Support Services

Recommendations:

✓ I move that the Board of Education approve the donation from Jacob Blanchard, Eagle Scout, in the amount of \$300 for PVC Displays for Lincoln Elementary School.

✓ I move that the Board of Education approve the executed construction contract, bonds and certificate of insurance with Portzen Construction for the Central Kitchen Mechanical Replacement Project in the amount of \$1,443,700.00.

✓ I move that the Board of Education approve the executed construction contract, bonds and certificate of insurance with Tricon Construction for Hempstead High School Kitchen Upgrades Project in the amount of \$448,000.00

✓ I move that the Board of Education approve the recommendation to reject all bids for the Hoover Boiler Replacement project.

✓ I move that the Board of Education authorize the district to levy property tax for fiscal year 2022-2023 for the regular program budget adjustment as allowed under Section 257.14, Code of Iowa.

✓ I move that the Board of Education approve the resolution as part of the District's response to the impact of the COVID-19 pandemic, the district's administration is authorized to submit a request to the School Budget Review Committee for funding related to FY22 SWVPP increased enrollment in the amount of \$7,227.

Educational Programs/Policy

Recommendations:

✓ I move that the Board of Education approve the application for the district's online school

New Business

Recommendations:

✓ I move that the Board of Education approve the Black History Month Proclamation

✓ I move that the Board of Education take no further disciplinary action related to student #827656 at this time

Proclamation

WHEREAS, Carter G. Woodson established a week in 1926 bringing attention to the contributions of the Black community, setting the foundation for what would eventually become Black History Month; and

WHEREAS, Black History Month was first officially observed in the United States in 1976, recognizing African Americans' contributions to the history of the United States and the world; and

WHEREAS, in February and throughout the year, we recognize and celebrate the significant cultural, economic, and social contributions made by African Americans that helped shape our nation; and

WHEREAS, the Association for the Study of African American Life and History has established "Black Health and Wellness" to be the 2022 Black History Month theme, honoring the legacy of Black scholars and medical practitioners, as well as other ways of knowing throughout the African Diaspora; and

WHEREAS, the Dubuque Community School District takes great pride in and honors the historical and current contributions of members of our Black community in countless professions and fields, including education, law, government, business, science, sports, the arts, brave service in the United States Armed Forces, and countless others.

NOW THEREFORE, I, Kate Parks, on behalf of the Dubuque Community School District Board of Education, do hereby proclaim February 2022, as:

NATIONAL BLACK HISTORY MONTH

Signed this 14th Day of February, 2022.

Kate Parks, *President*
BOARD OF EDUCATION

BOARD OF EDUCATION

ATTEST:

Carrie Mauss, *Secretary*

1-24-2022

Dubuque, IA 52001

Dear _____,

This letter is a confirmation of your child's suspension from school. School Board Policy 5200 provides consequences and interventions to improve student behavior. In choosing a consequence or intervention, authorized school personnel consider a student's past performance, the circumstances of the specific offense, and the seriousness of the incident.

Child: #827656

Grade: 9

Date of Incident: 1/21/2022

Reason for Suspension: Behavior: Disruptive

School Board Policy Violation: 5200

Policies & Offenses: D2

Additional Comments: _____ got into a physical altercation with another student and hit a staff member during the altercation. Assault charges filed.

Number of Days: 3 Days

Dates of Suspension: 1/24, 1/25, & 1/26

Location: Home

REENTRY MEETING IS NECESSARY! _____ MAY NOT RETURN TO SCHOOL WITHOUT THE MEETING. Prior to return to school, there must a meeting between _____, and Mr. Oberhoffer. **Please call the school office to schedule the re-entry meeting.** We look forward to working with you in the future in the best interest of your child. Please e-mail, telephone, or FAX if you have any comments, concerns, and/or questions 563-552-5803. Thank you for your time and consideration.

Sincerely,

Chris Oberhoffer
Assistant Principal
Alternative Learning Center

Cc: Yellow Folder in Student's Cumulative File (Paper)
Stan Rheingans, Superintendent (e-mail attachment)
Carrie Mauss, School Board Secretary (e-mail attachment)
Mimi Holesinger, Behavioral Specialist (e-mail attachment)
Daniel Johnson, Principal Senior High School (e-mail attachment)

From: Oberhoffer, Christopher <coberhoffer@dbqschools.org>

Sent: Friday, January 28, 2022 3:27 PM

To: Holesinger, Mimi <mholesinger@dbqschools.org>

Subject: Re: suspension

School Board,

On Friday, January 21st [REDACTED] was involved in a physical altercation at school. Staff were in close proximity to [REDACTED] as she passed from lunch to class. When she began to verbally engage with another student negatively Karin Anderson (graduation coach) gave her several redirections to go the other direction. [REDACTED] did not follow the directions given. She continued to negatively engage with the other student who denied that they did anything wrong. Karin stepped between the two girls to keep them separated. [REDACTED] reached around and tried to punch the other student who was behind Karin. Instead of hitting the other student hit Karin in the back of the head. Karin continued to redirect and try to keep the girls separated. [REDACTED] The other student did not try to hit back or get through Karin. [REDACTED] continued to pursue the student, swinging at her again, missing the student and hitting Karin a second time in the head. Other staff arrived and removed [REDACTED] from the situation. Karin was seen at Tri-State Occupation Health due to dizziness and nausea that she felt after the hits. [REDACTED] was charged with assault for her actions and suspended.

Chris Oberhoffer



Chris Oberhoffer
Alta Vista Campus Principal
Dubuque Community School District

"You get to their heart first and then you get to their minds."
~Dr. Raymond E. Morley