

## Miscellaneous policy changes in 2020-21

Policy #	IASB Date Issued	Policy Title	Description of changes
102	11/3/2020	Equal Educational Opportunity	This IASB sample policy was updated to incorporate some of the language from IASB sample policy 500, to further strengthen the goals and vision of the policy. Policies 102 and 500 heavily overlapped one another. By adding some language from policy 500 to policy 102, the policy and the district's process are more clearly defined and allow for the rescission of sample policy 500. The changes include updated contact information for the regional office of civil rights. Due to the changes to this policy, IASB sample policy 500 will be rescinded.
102. E4	11/3/2020	Discrimination, Anti-Bullying, and Anti-Harassment - Complaint Form	The title to this exhibit has been updated to clarify the exhibit is intended for use with policy 102.
106	8/3/2020	Title IX Discrimination and Harassment Based on Sex Prohibited	This policy is intended to clearly prohibit sexual harassment and discrimination in accordance with title IX.
500	11/3/2020	Objectives for Equal Educational Opportunities for Students (Rescinded) Combined with Policy 102	This policy has been rescinded as it substantially overlapped policy 102 but was less comprehensive. Some of the policy language in 500 was moved to policy 102, which also has appropriate legal reference citations substantiate the requirements in policy 102. It is important to avoid policies that directly overlap one another, as any inconsistency in the phrasing of overlapping language could create confusion for employees and students in the districts and could make enforcement of policy language very difficult.
501.3	11/3/2020	Compulsory Attendance	The language in this sample policy was updated slightly to reflect that districts have a choice between school calendars of days or hours.
501.4	11/3/2020	Entrance - Admissions	This IASB sample policy has been updated to reflect concerns from the Iowa Department of Vital Statistics. Now that many districts have embraced using online registration platforms for school registration, the department is concerned that districts allow parents or guardians to upload digital copies of birth certificates. However, according to Iowa law, only the state registrar is permitted to make or hold copies of birth certificates. This also applies to in person registration. Districts are not allowed to create a paper copy of a birth certificate. Alternate forms of proof of age for students are able to be used instead.

Policy #	IASB Date Issued	Policy Title	Description of changes
503.6 E1	12/22/2020	Use of Physical Restraint and/or Seclusion Documentation Form	This form creates a framework for reporting requirements when physical restraint and seclusion are used. It is important for districts to fully document these occurrences, and also communicate with parents and guardians.
503.6 E2	12/22/2020	Debriefing Letter to Guardian of Student Involved in an Occurrence Where Physical Restraint and/or Seclusion was Used	This letter is a sample n districts can use to communicate with parents and guardians of students involved in restraint or seclusion occurrences. The letter outlines the legal reporting and meeting requires established in the Iowa Administrative Code.
503.6 E3	12/22/2020	Debriefing Meeting Doument	This sample form is a step-by-step guide to ensure administrators complete all of the reporting requirements for holding the post-occurrence debriefing meeting.
503.6 R1	12/22/2020	Use of Physical Restraint and Seclusion with Students	This regulation, which accompanies policy 503.6, goes into further details for administrators on the required parameters for using physical restraint and seclusion within the district.
507.8	11/3/2020	Student Special Health Services	The language in this policy has been updated to accurately reflect and distinguish a student's individualized health plan from an individualized education program, which are different and carry with them different legal requirements. Also, the note in this policy had been removed, as this policy is not mandated by law. However, it would be wise for districts to maintain a policy on this topic to provide clarity for everyone within the district.
601.2	6/26/2020	School Day	The changes to this sample policy update the policy language to count remote learning towards instructional time requirements when it is allowed by law. The policy also provides notice to students and families of the expectations during remote learning periods.
603.1	11/3/2020	Basic Instruction Program	The addition of computer science into the instruction program is a new requirement from the past legislative session. The Note to the policy specifies when this requirement will take effect.
603.3	11/3/2020	Special Education	This policy language change is intended to reflect the requirement that special education students must meet the 4-3-3-3 requirements outlined in the graduation policy as well as their IEP requirements in order to graduate.
604.10	11/3/2020	Online Courses	This sample policy language has been updated and expanded to allow districts greater flexibility to offer courses through a variety of virtual platforms as the law permits.

Policy #	IASB Date Issued	Policy Title	Description of changes
704.6	3/31/2021	Online Fundraising Campaigns - crowdfunding	The policy language was strengthened to provide greater ownership and control over the use of online fundraising for the benefit of the district. As with traditional fundraising, the district should carefully monitor the use of its likeness, symbols and name.
705.1 R1	11/3/2020	Suspension and Debarment of Vendors and Contractors Procedure	Language in this sample regulation has been strengthened and required language added to better reflect the legal restrictions for the use of federal funds in transactions with a contractor or contractors.
705.1 R2	11/3/2020	Using Federal Funds in Procurement Contract	This regulation has been added to IASB sample policy 705.1 to include language required by the Department of Homeland Security for districts to be able to receive federal emergency management funds. The language in this regulation is excerpted directly from the Code of Federal Regulations.
706.2	3/31/2021	Payroll Deductions	The policy language was updated to better reflect what payroll deductions would be permitted by the district, as well as provide additional administrative flexibility on implementing this policy.
707.2	3/31/2021	Treasurer's Annual Report	The policy language change updated terminology for fund names, and also eliminated the requirement that bank statements be sworn, as this is not a legal requirement.
707.4	3/31/2021	Audit	The policy language was updated to strengthen the requirements for the annual audit of the school district. Audits should be performed by an independent auditor, and audits should be considered permanent records of the district.
707.5	3/31/2021	Internal Controls	The language in this policy and accompanying regulation have been strengthened to better comply with the legal reporting requirements for districts.
707.5R1	3/31/2021	Internal Controls Procedure	This regulation language has been strengthened to better comply with reporting requirements and to accurately reflect the need for districts to defer to relevant state agencies in making decisions on investigation and prosecution of suspected criminal activity.
801.4	3/31/2021	Site Acquisition	The policy language has been narrowed to better reflect that closed sessions to discuss the purchase or sale of real estate may only be utilized in limited circumstances. Closed sessions may not be entered into to discuss the idea of site acquisition generally. The discussion must relate to a specific parcel of land, such that holding the discussion in open session would be likely to impact the purchase price.
803.1	3/31/2021	Disposition of Obsolete Equipment	The policy language has been updated to reflect the notice publication requirements for disposition other than sale of equipment.

Administrative Changes to Notes and/or Legal References Only

- 501.7 11/3/2020 Student Transfers Out or Withdrawals
- 504.2 11/3/2020 Student Organizations (Option I & II)
- 505.5 11/3/2020 Graduation Requirements
- 505.6 11/3/2020 Early Graduation
- 507.2 11/3/2020 Administration of Medication to Students
- 507.5 11/3/2020 Emergency Plans and Drills
- 603.2 11/3/2020 Summer School Instruction
- 603.10 11/3/2020 Global Education
- 603.11 11/3/2020 Citizenship
- 605.6 11/3/2020 Internet-Appropriate use
- 607.2 11/3/2020 Student Health Services
- 701.1 3/31/2021 Depository of Funds
- 701.2 11/3/2020 Transfer of funds
- 706.3 3/31/2021 Pay Deductions
- 708 3/31/2021 Care, Maintenance and Disposal of School District Record

Series 400 Policy changes

Policy #	IASB Date Issued	Policy Title	Description of changes
401.12	n/a	Employee Use of Cell Phone	Slight Modification regarding encryption
401.12R1	n/a	Employee Use of Cell Phones Regulation	Slight Modification regarding encryption
401.13R1	n/a	Staff Technology Use/Social Networking Regulation	Major changes - New policy uses the IASB template with slight modifications
403.1	n/a	Employee Physical Examinations	This policy was changed to reflect the increase cost of a physical.
403.2	n/a	Employee Injury on the Job	This policy was changed to reflect the addition of a new procedure, On-Call Nurse.
409.1	6/26/2020	Employee Vacation - Holidays	This policy has been updated to reflect the rescission of the standalone employee leave policies. The policy continues to cover vacation and holiday, which is a separate category from employee leave.
409.2	6/26/2020	Employee Leave of Absence	This policy was created to consolidate the different categories of employee leave into one policy, bringing all board-level information on employee leave into one location and to combine the policy for the Licensed and Classified staff into one policy. An option for unpaid leaves of absence was also added.
409.3	6/26/2020	Family and Medical Leave	Previously Family and Medical leave policies for licensed and classified staff were separate. It has been consolidated into one policy for all employees.
409.3 E1	6/26/2020	FMLA - notice to employees	
409.3 E2	6/26/2020	FMLA - request form	
409.3 R1	6/26/2020	FMLA - regulation	
409.3 R2	6/26/2020	FMLA - Definitions	
414	6/26/2020	Classified Employee professional purposes leave	No changes - just renumbered from 414.9
409.4	6/26/2020	Licensed Employee Bereavement Leave <i>Rescinded</i>	Due to creating the new consolidated policy 409.2 Employee leave of absence these individual policies have been rescinded.
409.5	6/26/2020	Licensed Employee Political Leave <i>Rescinded</i>	
409.6	6/26/2020	Licensed Employee Jury Duty Leave <i>Rescinded</i>	
409.7	6/26/2020	Licensed Employee Military Service Leave <i>Rescinded</i>	
409.8	6/26/2020	Licensed Employee Unpaid Leave <i>Rescinded</i>	
414.1	6/26/2020	Classified Employees Vacations-Holidays-Personal Leave <i>Rescinded</i>	Previously IASB had identical leave policies for licensed and classified staff. In order to make policy more accessible it has been consolidated into one policy for all employees.
414.2	6/26/2020	Classified Employee Personal Illness Leave <i>Rescinded</i>	
414.3	6/26/2020	Classified Employee Family and Medical Leave <i>Rescinded</i>	
414.4	6/26/2020	Classified Employee Bereavement Leave <i>Rescinded</i>	
414.5	6/26/2020	Classified Employee Political Leave <i>Rescinded</i>	
414.6	6/26/2020	Classified Employee Jury Duty Leave <i>Rescinded</i>	
414.7	6/26/2020	Classified Employee Military Service Leave <i>Rescinded</i>	
414.8	6/26/2020	Classified Employee Unpaid Leave <i>Rescinded</i>	

**CHARLES CITY COMMUNITY SCHOOL DISTRICT  
REQUEST FOR PROPOSALS TO PURCHASE REAL PROPERTY**

The Charles City Community School District (“District”) is requesting bids from those persons interested in purchasing the real property locally known as the 1970s portion of the property located at 500 North Grand Ave., Charles City, Iowa. The property is legally described as Parcel M on the Plat of Survey recorded in Book 2019 at Page 0931 in the records of the Floyd County Recorder. A copy of the Plat of Survey and a floor plan for the building are on file with the District and available for inspection by prospective bidders.

The property, including improvements thereon, will be sold only “AS IS,” with no warranties or representations as to condition, zoning, or appropriateness for any use. The property will be conveyed by deed without warranty.

All offers to buy the property must be made on terms and conditions acceptable to the District. No contingencies to closing may appear in the offer; provided, however, that the offer may provide for a due diligence period not to exceed 90 days. By submitting an offer, the offeror is warranting it has sufficient funds or pre-approved credit (financing) for the purchase price, which representation is subject to confirmation by the District.

Priority will be given to those offers that include a proposal to reuse the property for a child development or educational purpose.

If you require any other information, please contact the District at: 641-257-6500.

Each offer must be enclosed and sealed in an envelope plainly marked with the words: “OFFER TO BUY REAL ESTATE.” Offers must be received by Evan Marten, Business Manager at the District at 500 North Grand Ave., Charles City, Iowa no later than 12:00 PM on June 10<sup>th</sup>, 2021.

No offeror may withdraw its offer after the scheduled time for receipt of offers.

The District reserves the right to request additional information for the evaluation of the offers received. The District reserves the right to reject any or all offers and to waive irregularities in any offer and to enter into an agreement, with or without modification, as shall be deemed to be in the best interests of the District.

## Bids on lawn mowers

Company	Description of mower	Price	Bid accepted
North Iowa Lawn and Sport	72274 Diesel Toro 72"	\$15050.41	Yes
Swartzrock	Exmark Lazer Z Model 72" diesel	\$17,919	No
Leroy Repair	Grasshopper MD 725DT6 diesel	\$16,510	Yes

# BANK RECONCILIATION

April 2021

<u>GENERAL FUND</u>	<u>FUND 10 OPERATING</u>	<u>FUND 22 MANAGEMENT</u>	<u>BALANCE</u>
BEGINNING BALANCE	\$2,688,223.58	\$628,818.62	
RECEIPTS	\$3,129,645.71	\$165,011.51	
INTERFUND LOAN	\$0.00	\$0.00	
PAYROLL	\$1,757,263.40	\$1,147.12	
<u>ACCTS. PAYABLE</u>	<u>\$342,220.92</u>	<u>\$768.01</u>	
ENDING BALANCE	\$3,718,384.97	\$791,915.00	\$4,510,299.97

Bank Account Balance	\$4,510,675.70
ISJIT Account Balance	\$0.00
Cash on Hand	\$250.00
Interest	(\$625.73)
Other reconciling	\$0.00

**ENDING BALANCE** \$4,510,299.97

<u>ACTIVITY FUND</u>	<u>FUND 21 STUDENT ACT.</u>	<u>FUND 82 NON EXPEND</u>	<u>FUND 91 AGENCY FUND</u>	<u>BALANCE</u>
BEGINNING BALANCE	\$206,685.53	\$4,006.21	\$33,355.17	
RECEIPTS	\$13,475.75	\$0.00	\$5,871.48	
INTERFUND LOAN	\$0.00	\$0.00	\$0.00	
PAYROLL	\$533.71	\$0.00	\$0.00	
<u>ACCTS. PAYABLE</u>	<u>\$25,990.19</u>	<u>\$0.00</u>	<u>\$7,887.29</u>	
ENDING BALANCE	\$193,637.38	\$4,006.21	\$31,339.36	\$228,982.95

Bank Balance	\$226,120.23
ISJIT Account Balance	\$0.00
Cash on hand - change	\$2,900.00
Interest	(\$37.28)
Other reconciling items	\$0.00

**ENDING BALANCE** \$228,982.95



# BANK RECONCILIATION

April 2021

<u>PPEL / LOSST FUNDS</u>	<u>FUND 33 LOSST</u>	<u>FUND 36 PPEL</u>	<u>FUND 40 SINKING FUND</u>	<u>BALANCE</u>
BEGINNING BALANCE	\$124,254.67	\$660,306.80	\$783,300.77	
RECEIPTS	\$110,350.81	\$325,745.96	\$101,933.30	
RECEIPTS - DEBT ISSUANCE	\$0.00	\$0.00	\$0.00	
TRFER TO CAP PR - FD 35	\$0.00	\$0.00	\$0.00	
PAYROLL	\$0.00	\$0.00	\$0.00	
<u>ACCTS. PAYABLE</u>	<u>\$83,411.89</u>	<u>\$64,168.59</u>	<u>\$0.00</u>	
ENDING BALANCE	\$151,193.59	\$921,884.17	\$885,234.07	\$1,958,311.83

Bank Balance	\$1,394,212.41	
Bank Balance -Sink fund	\$564,293.37	
Interest	(\$193.95)	
Other reconciling items	\$0.00	
<b>ENDING BALANCE</b>		\$1,958,311.83

<u>HOT LUNCH FUND</u>	<u>FUND 61</u>	<u>BALANCE</u>
BEGINNING BALANCE	\$253,970.50	
RECEIPTS	\$104,727.88	
INTERFUND LOAN	\$0.00	
PAYROLL	\$4,077.12	
<u>ACCTS. PAYABLE</u>	<u>\$89,835.53</u>	
ENDING BALANCE	\$264,785.73	\$264,785.73

Bank Balance	\$264,819.71	
Interest	(\$33.98)	
Other Reconciling items	\$0.00	
<b>ENDING BALANCE</b>		\$264,785.73

<u>FLEXIBLE SPENDING A</u>	<u>FUND 72</u>	<u>BALANCE</u>
BEGINNING BALANCE	\$13,450.62	
RECEIPTS	\$5,969.76	
INTERFUND LOAN	\$0.00	
PAYROLL	\$0.00	
<u>ACCTS. PAYABLE</u>	<u>\$2,602.40</u>	
ENDING BALANCE	\$16,817.98	\$16,817.98

BANK BALANCE	\$16,820.65	
PETTY CASH	\$0.00	
INTEREST	(\$2.67)	
OTHER RECONCILING	\$0.00	
<b>ENDING BALANCE</b>		\$16,817.98

# Health Fund Analysis

5/5/2021

	<u>May 2018</u>	<u>June 2018</u>	<u>July 2018</u>	<u>Aug 2018</u>	<u>Sept 2018</u>	<u>Oct 2018</u>	<u>Nov 2018</u>
<b>Beginning</b>	\$1,879,999.25	\$1,856,098.38	\$1,852,550.34	\$1,776,995.86	\$1,731,382.15	\$1,736,588.76	\$1,731,039.83
<b>Revenue</b>	\$197,180.84	\$210,153.43	\$164,545.25	\$167,822.88	\$175,604.48	\$176,672.68	\$177,235.74
<b>Expenditures *</b>	<u>\$221,081.71</u>	<u>\$213,701.47</u>	<u>\$240,099.73</u>	<u>\$213,436.59</u>	<u>\$170,397.87</u>	<u>\$182,221.61</u>	<u>\$196,640.83</u>
<b>Balance</b>	\$1,856,098.38	\$1,852,550.34	\$1,776,995.86	\$1,731,382.15	\$1,736,588.76	\$1,731,039.83	\$1,711,634.74

	<u>Dec 2018</u>	<u>Jan 2019</u>	<u>Feb 2019</u>	<u>March 2019</u>	<u>April 2019</u>	<u>May 2019</u>	<u>June 2019</u>
<b>Beginning</b>	\$1,711,634.74	\$1,700,612.88	\$1,708,051.93	\$1,703,404.43	\$1,731,640.15	\$1,635,679.03	\$1,665,198.50
<b>Revenue</b>	\$178,425.41	\$179,287.05	\$175,931.47	\$201,733.72	\$194,398.23	\$194,351.04	\$210,128.79
<b>Expenditures *</b>	<u>\$189,447.27</u>	<u>\$171,848.00</u>	<u>\$180,578.97</u>	<u>\$173,498.00</u>	<u>\$290,359.35</u>	<u>\$164,831.57</u>	<u>\$137,328.24</u>
<b>Balance</b>	\$1,700,612.88	\$1,708,051.93	\$1,703,404.43	\$1,731,640.15	\$1,635,679.03	\$1,665,198.50	\$1,737,999.05

	<u>July 2019</u>	<u>Aug 2019</u>	<u>Sept 2019</u>	<u>Oct 2019</u>	<u>Nov 2019</u>	<u>Dec 2019</u>	<u>Jan 2020</u>
<b>Beginning</b>	\$1,737,999.05	\$1,716,852.78	\$1,671,250.41	\$1,619,213.70	\$1,535,891.70	\$1,494,022.64	\$1,506,375.83
<b>Revenue</b>	\$191,249.50	\$196,319.84	\$196,319.28	\$196,410.38	\$196,325.12	\$210,169.93	\$194,282.36
<b>Expenditures *</b>	<u>\$212,395.77</u>	<u>\$241,922.21</u>	<u>\$248,355.99</u>	<u>\$279,732.38</u>	<u>\$238,194.18</u>	<u>\$197,816.74</u>	<u>\$184,932.84</u>
<b>Balance</b>	\$1,716,852.78	\$1,671,250.41	\$1,619,213.70	\$1,535,891.70	\$1,494,022.64	\$1,506,375.83	\$1,515,725.35

	<u>Feb 2020</u>	<u>March 2020</u>	<u>April 2020</u>	<u>May 2020</u>	<u>June 2020</u>	<u>July 2020</u>	<u>Aug 2020</u>
<b>Beginning</b>	\$1,515,725.35	\$1,522,861.80	\$1,521,902.01	\$1,517,315.56	\$1,505,012.91	\$1,541,223.83	\$1,546,998.28
<b>Revenue</b>	\$195,503.22	\$211,130.15	\$198,073.85	\$196,884.68	\$189,311.83	\$209,220.00	\$209,935.83
<b>Expenditures *</b>	<u>\$188,366.77</u>	<u>\$212,089.94</u>	<u>\$202,660.30</u>	<u>\$209,187.33</u>	<u>\$153,100.91</u>	<u>\$203,445.55</u>	<u>\$300,726.97</u>
<b>Balance</b>	\$1,522,861.80	\$1,521,902.01	\$1,517,315.56	\$1,505,012.91	\$1,541,223.83	\$1,546,998.28	\$1,456,207.14

	<u>Sept 2020</u>	<u>Oct 2020</u>	<u>Nov 2020</u>	<u>Dec 2020</u>	<u>Jan 2021</u>	<u>Feb 2021</u>	<u>March 2021</u>
<b>Beginning</b>	\$1,456,207.14	\$1,397,820.63	\$1,344,645.71	\$1,268,482.18	\$1,282,124.00	\$1,262,928.93	\$1,344,632.23
<b>Revenue</b>	\$204,955.76	\$206,429.20	\$206,972.60	\$207,503.83	\$206,028.70	\$205,149.05	\$229,266.05
<b>Expenditures *</b>	<u>\$263,342.27</u>	<u>\$259,604.12</u>	<u>\$283,136.13</u>	<u>\$193,862.01</u>	<u>\$225,223.77</u>	<u>\$123,445.75</u>	<u>\$222,616.09</u>
<b>Balance</b>	\$1,397,820.63	\$1,344,645.71	\$1,268,482.18	\$1,282,124.00	\$1,262,928.93	\$1,344,632.23	\$1,351,282.19

	<u>April 2021</u>
<b>Beginning</b>	\$1,351,282.19
<b>Revenue</b>	\$203,923.23
<b>Expenditures *</b>	<u>\$205,196.03</u>
<b>Balance</b>	\$1,350,009.39

\* = Expenditures equal the weekly draw amounts plus the prior month expense true up.

## Dental Fund Analysis

	<u>July 2019</u>	<u>August 2019</u>	<u>Sept 2019</u>	<u>Oct 2019</u>	<u>Nov 2019</u>	<u>Dec 2019</u>	<u>Jan 2020</u>
<b>Beginning</b>	\$0.00	\$453.31	(\$2,807.31)	(\$4,424.33)	(\$11,088.30)	(\$9,478.11)	(\$10,090.13)
<b>Revenue</b>	\$9,375.83	\$8,905.01	\$9,322.82	\$9,368.34	\$9,321.84	\$9,314.60	\$9,314.37
<b>Expenditures *</b>	<u>\$8,922.52</u>	<u>\$12,165.63</u>	<u>\$10,939.84</u>	<u>\$16,032.31</u>	<u>\$7,711.65</u>	<u>\$9,926.62</u>	<u>\$10,013.24</u>
<b>Balance</b>	\$453.31	(\$2,807.31)	(\$4,424.33)	(\$11,088.30)	(\$9,478.11)	(\$10,090.13)	(\$10,789.00)
	<u>Feb 2020</u>	<u>March 2020</u>	<u>April 2020</u>	<u>May 2020</u>	<u>June 2020</u>	<u>July 2020</u>	<u>Aug 2020</u>
<b>Beginning</b>	(\$10,789.00)	(\$11,015.78)	(\$18,087.54)	(\$11,541.03)	(\$6,869.31)	(\$12,676.54)	(\$13,378.41)
<b>Revenue</b>	\$9,557.16	\$9,557.16	\$9,789.64	\$9,731.60	\$11,738.35	\$9,928.58	\$9,464.88
<b>Expenditures *</b>	<u>\$9,783.94</u>	<u>\$16,628.92</u>	<u>\$3,243.13</u>	<u>\$5,059.88</u>	<u>\$17,545.58</u>	<u>\$10,630.45</u>	<u>\$12,927.94</u>
<b>Balance</b>	(\$11,015.78)	(\$18,087.54)	(\$11,541.03)	(\$6,869.31)	(\$12,676.54)	(\$13,378.41)	(\$16,841.47)
	<u>Sept 2020</u>	<u>Oct 2020</u>	<u>Nov 2020</u>	<u>Dec 2020</u>	<u>Jan 2021</u>	<u>Feb 2021</u>	<u>March 2021</u>
<b>Beginning</b>	(\$16,841.47)	(\$17,329.17)	(\$18,601.41)	(\$15,488.43)	(\$12,574.92)	(\$14,665.23)	(\$20,295.91)
<b>Revenue</b>	\$9,638.40	\$9,786.60	\$9,838.82	\$10,106.74	\$9,963.80	\$9,875.20	\$9,992.80
<b>Expenditures *</b>	<u>\$10,126.10</u>	<u>\$11,058.84</u>	<u>\$6,725.84</u>	<u>\$7,193.23</u>	<u>\$12,054.11</u>	<u>\$15,505.88</u>	<u>\$11,575.89</u>
<b>Balance</b>	(\$17,329.17)	(\$18,601.41)	(\$15,488.43)	(\$12,574.92)	(\$14,665.23)	(\$20,295.91)	(\$21,879.00)
	<u>April 2021</u>						
<b>Beginning</b>	(\$21,879.00)						
<b>Revenue</b>	\$10,081.40						
<b>Expenditures *</b>	<u>\$11,096.84</u>						
<b>Balance</b>	(\$22,894.44)						

## Analysis of Cash Balance

March 31, 2021

	04/30/21	04/30/20	% change	Notes *
General Fund (10)	3,718,384.97	3,630,699.25	2.4%	Cash reserve levy increased in fiscal year 2020-21.
Management Fund (22)	791,915.00	554,201.10	42.9%	Increased management fund levy in 2020-21
Sales Tax and PPEL (33 & 36)	1,073,077.76	641,818.08	67.2%	Timing of revenue & expenses will fluctuate during the year. The District made the final Athletic Complex payments in Sept 2020.
Debt Service - sinking fund (40)	885,234.07	875,389.97	1.1%	
Activity Fund (21)	193,637.38	227,637.96	-14.9%	Club/ organizations are limited to their activity account balance. Ticket and Concession sales are down because of COVID closure.
Hot Lunch Fund (61)	264,785.73	145,099.80	82.5%	
Flexible Spending Acct (72)	16,817.98	4,866.49	245.6%	Unexpended flexible spending balance - employee withholding.
Health Insurance Fund (71)	1,350,009.39	1,517,315.56	-11.0%	Premiums increased 8% in FY 21.
Dental Insurance Fund (71)	(22,894.44)	(11,541.03)	-98.4%	Established self funded dental insurance - July 2019. Effective July of 2021 the district switching dental insurance to a fully insured plan. The deficit will become a general fund expense
<b>TOTAL</b>	<b>8,270,967.84</b>	<b>7,585,487.18</b>	<b>9.0%</b>	Appears reasonable

\* = Cash balances will fluctuate with the timing of revenue and expense receipts and payments. Items considered unusual are explained in greater detail under the notes above.

## General Fund Revenue and Expense Analysis

### April 30, 2021

Category	Annual Budget	Anticipated Budget 100%	Actual to Date	Difference	% of Annual Budget	Comments
<b>REVENUES</b>						
Total Revenue	18,739,163	15,236,045	16,394,939	1,158,894	6.2%	
% of annual budget		81.3%	87.5%			
<b>EXPENSES</b>						
Salaries	11,741,120	8,651,360	8,683,014	31,654	0.3%	
Benefits	4,087,859	2,990,039	2,959,951	-30,087	-0.7%	
Purchased Services	1,023,645	914,621	705,372	-209,248	-20.4%	
Tuition Out Expenses	350,929	125,465	150,341	24,876	7.1%	
Supplies	863,648	735,596	834,599	99,003	11.5%	
Utilities	307,630	253,566	239,716	-13,850	-4.5%	
Equipment	17,470	14,558	271,927	257,369	1473.2%	COVID equipment purchases
AEA flowthru	777,059	582,794	582,794	0	0.0%	
Total Expense	19,169,360	14,267,997	14,427,714	159,716	0.8%	
% of annual budget		74.4%	75.3%			

*\*\* \$601,254 carryover categorical funds are available for one time purchases. The annual budget does not take into account carryover balance spending. If carryover is spent the cash balance/fund balance could theoretically decrease if the annual budget was expended.*

# Revenue and Expense Analysis

April 30, 2021

	Budget	Actual	Balance	FY 2021	FY 2020	FY 2019
<b>Management Fund</b>						
Revenue	\$514,803	\$493,074	\$21,729	95.78%	87.00%	91.80%
Expenditures	\$295,720	\$297,455	(\$1,735)	100.59%	97.11%	99.02%
A larger than usual delinquent tax payment was received in FY 21.						
<b>PPEL &amp; LOSST Funds</b>						
Revenue	\$2,938,125	\$2,465,077	\$473,048	83.90%	87.97%	82.39%
Expenditures	\$2,277,160	\$1,453,725	\$823,435	63.84%	89.89%	81.94%
A larger than usual delinquent tax payment was received in FY 21. The baseball and softball field project were completed in FY 20 and the Middle School PPEL loan was paid off. The balance will begin to build.						
<b>Food Service</b>						
Revenue	\$985,400	\$774,713	\$210,687	78.62%	69.36%	72.84%
Expenditures	\$981,900	\$747,995	\$233,905	76.18%	72.07%	68.13%
FY 2021 revenue and expenses less due to COVID and less students eating.						
<b>Health &amp; Dental Fund</b>						
Revenue	\$2,720,100	\$2,247,360	\$472,740	82.62%	93.80%	85.37%
Expenditures	\$2,850,125	\$2,443,754	\$406,371	85.74%	98.15%	84.97%

Fund: 21 STUDENT ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
21 729 000 6110 910	Drama - Restricted Fb	18,386.55	4,177.28	2,390.00	0.00	16,599.27
21 729 000 6120 910	Speech - Restricted Fb	3,054.87	0.00	0.00	0.00	3,054.87
21 729 000 6210 910	General Vocal - Restricted Fb	5,246.14	315.44	519.89	0.00	5,450.59
21 729 000 6220 910	Band Fundraiser - Restricted Fb	7,405.38	952.24	1,313.68	0.00	7,766.82
21 729 000 6221 910	Jazz Band - Restricted Fb	518.68	314.99	0.00	0.00	203.69
21 729 000 6222 910	Instrumental Music - Restricted Fb	189.22	0.00	0.00	0.00	189.22
21 729 000 6223 910	Orchestra - Restricted Fb	3,357.66	0.00	0.00	0.00	3,357.66
21 729 000 6225 910	Ms Band - Restricted Fb	13,397.92	590.62	0.00	0.00	12,807.30
21 729 000 6600 920	Athletics - Restricted Fb	23,582.08	79,658.03	50,091.52	0.00	(5,984.43)
21 729 000 6640 920	Girls Track - Restricted Fb	122.07	107.65	0.00	0.00	14.42
21 729 000 6645 920	Girls Cross Country - Restricted Fb	2,424.41	41.00	0.00	0.00	2,383.41
21 729 000 6646 920	Boys Cross Country - Restricted Fb	4,919.97	1,582.05	0.00	0.00	3,337.92
21 729 000 6680 920	Sportsmen's Park - Restricted Fb	460.21	253.76	285.00	(491.45)	0.00
21 729 000 6681 920	Booster Club - Restricted Fb	29,218.44	20,271.09	16,417.14	1,511.18	26,875.67
21 729 000 6685 920	Bowling - Fund Balance	582.51	666.61	1,780.83	0.00	1,496.73
21 729 000 6694 920	Pom Squad - Restricted Fb	842.50	0.00	0.00	0.00	842.50
21 729 000 6710 920	Boys Basketball - Restricted Fb	700.67	0.00	0.00	0.00	700.67
21 729 000 6720 920	Football - Restricted Fb	273.28	0.00	0.00	0.00	273.28
21 729 000 6725 920	Soccer - Restricted Fb	323.18	30.00	0.00	0.00	293.18
21 729 000 6730 920	Baseball - Restricted Fb	3,213.47	0.00	0.00	0.00	3,213.47
21 729 000 6740 920	Boys Track - Restricted Fb	575.46	960.65	0.00	0.00	(385.19)
21 729 000 6760 920	Boys Golf - Restricted Fb	2,471.92	0.00	0.00	0.00	2,471.92
21 729 000 6790 920	Wrestling - Restricted Fb	1,264.10	188.55	0.00	0.00	1,075.55
21 729 000 6810 920	Girls Basketball - Restricted Fb	2,899.61	0.00	0.00	0.00	2,899.61
21 729 000 6815 920	Volleyball - Restricted Fb	1,188.84	498.20	94.00	0.00	784.64
21 729 000 6835 920	Softball - Restricted Fb	395.26	1,830.00	0.00	0.00	(1,434.74)
21 729 000 6850 920	Girls Tennis - Restricted Fb	46.59	0.00	0.00	0.00	46.59
21 729 000 6860 920	Girls Golf - Restricted Fb	42.46	0.00	0.00	0.00	42.46
21 729 000 6870 920	Girls Swimming - Restricted Fb	294.35	0.00	0.00	0.00	294.35
21 729 000 6993 920	Cheerleading - Restricted Fb	1,551.04	2,076.54	3,997.00	0.00	3,471.50
21 729 000 7000 950	Hs Annual - Restricted Fb	7,157.28	2,989.45	11,140.50	0.00	15,308.33
21 729 000 7001 950	Art Club Fund Balance	35.39	0.00	0.00	0.00	35.39
21 729 000 7004 950	Information Tech Club - Restricted Fb	907.57	0.00	0.00	0.00	907.57
21 729 000 7006 950	Future Business Leaders - Restricted Fb	3,740.31	0.00	0.00	0.00	3,740.31
21 729 000 7007 950	Ffa - Restricted Fb	40,298.37	37,511.69	53,511.01	0.00	56,297.69
21 729 000 7008 950	German Club - Restricted Fb	2,583.47	0.00	0.00	0.00	2,583.47
21 729 000 7014 950	Siat - Restricted Fb	6,006.24	1,159.29	0.00	191.42	5,038.37
21 729 000 7018 950	Class Of 2021 - Restricted Fb	23.56	650.00	995.00	0.00	368.56

## Fund: 21 STUDENT ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
21 729 000 7019 950	Class Of 2022 - Restricted Fund Balance	0.00	0.00	3,856.00	100.00	3,956.00
21 729 000 7024 950	Class Of 2020 - Restricted Fb	291.42	0.00	0.00	(291.42)	0.00
21 729 000 7030 950	Industrial Technology - Restricted Fb	885.06	0.00	0.00	0.00	885.06
21 729 000 7035 950	Comet Creation (fcs) - Restricted Fb	1,365.01	0.00	0.00	0.00	1,365.01
21 729 000 7051 950	Fccia - Restricted Fb	14.18	0.00	0.00	0.00	14.18
21 729 000 7057 950	Social Studies Trip - Restricted Fb	882.63	715.50	715.50	0.00	882.63
21 729 000 7065 950	Ms Annual - Restricted Fb	4,674.64	0.00	840.00	0.00	5,514.64
21 729 000 7066 950	Ms Student Council - Restricted Fb	4,135.82	0.00	0.00	0.00	4,135.82
21 729 000 7085 950	Century Club	101.73	0.00	918.00	(1,019.73)	0.00
21 729 000 9000 950	Interest - Restricted Fb	0.00	0.00	461.42	0.00	461.42
Fund Total: 21		202,051.52	157,740.63	149,326.49	0.00	193,637.36



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# AIA Document B132™ – 2019

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition**

**AGREEMENT** made as of the «Twenty-ninth» day of «April» in the year «Two Thousand Twenty-one»

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

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address, and other information)*

«Charles City Community School District»«»  
«500 North Grand Avenue  
Charles City, IA 50616»  
«»  
«»

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

«INVISION Architecture, LTD»«»  
«501 Sycamore St Ste 101  
Waterloo, IA 50703»  
«»  
«»

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

«Charles City Community School»  
«Charles City, Iowa»  
«Phase I - Pre bond referendum planning associated with the high school / middle school addition and renovation. The basis of work begins with the planning that has taken place previously. Phase II – Full design services will be defined at the completion of Phase I.»

The Construction Manager:  
*(Name, legal status, address, and other information)*

« To be determined and added by amendment »« »  
« »  
« »  
« »

The Owner and Architect 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.

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

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

«This will be developed as part of the project.»

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

«The budget is unknown at this time, but a bond referendum is in the ballpark of \$30,000,000 – \$35,000,000 has been discussed.» To be determined by Owner after consultation with Architect and Construction Manager and once determined will be incorporated into this Agreement by reference herein.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« Initial Scheduling Goals (Phase I)

2021

1. April: Getting organized
2. April-May: Collect information
3. May-June: Define needs and aspirations
4. July-September: Identify approaches
5. October-November: Engage input and test

2022

1. January-March: Reach out to community
2. March: Vote
3. April - Implementation

»

.2 Construction commencement date:

« To be added by amendment »

.3 Substantial Completion date or dates:

« To be added by amendment »

.4 Other milestone dates:

To be determined and mutually agreed upon with the Owner and Construction Manager.

« The current pandemic is having an impact on projects broadly and is impossible to fully predict its influence on your project at this time. We will continue to monitor the situation together and adapt »

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid or negotiated contract.)

« Competitive bid »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

« To be added by amendment »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« To be determined at a future date and if applicable added by amendment »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

«Jerry Mitchell»  
«Director of Operations»  
«Charles City Community Schools»  
«500 North Grand Ave»  
«Charles City, IA 50616»  
«jmitche@charlescityschools.org »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

« Board of Directors of the Charles City Community School District as if requested or required by Iowa law. »

§ 1.1.10 The Owner shall retain the following consultants and Contractors:  
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

« To be determined and add by amendment »

.2 Land Surveyor:

« To be determined and add by amendment »« »

« »  
« »  
« »  
« »

.3 Geotechnical Engineer:

« To be determined and add by amendment »« »

« »  
« »  
« »  
« »

~~.4 Civil Engineer:~~

« »« »  
« »  
« »  
« »  
« »

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

« »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
(List name, address, and other contact information.)

«Brad Leeper»  
«INVISION Architecture, LTD  
501 Sycamore St Ste 101  
Waterloo, IA 50703»  
«»  
«»  
«Mobile Number: 319.239.5496»  
«Email Address: Bradl@invisionarch.com»

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« Undetermined. Will be added by amendment at completion of Phase I if required

»« »  
« »  
« »  
« »  
« »

.2 Mechanical Engineer:

« Undetermined. Will be added by amendment at completion of Phase I

»« »  
« »  
« »  
« »  
« »

.3 Electrical Engineer:

« Undetermined. Will be added by amendment at completion of Phase I

»« »  
« »  
« »  
« »  
« »

§ 1.1.12.2 Consultants retained under Supplemental Services:

« The likely required additional consultants will be: Civil Engineering; Landscape Architect; Acoustical, Theatrical, Audio Visual and Food Services. When it is determined what will be needed they will be added to this agreement by amendment. »

§ 1.1.13 Other Initial Information on which the Agreement is based:

« Pre-Bond, Phase I

- The intent of the pre bond phase is to define the scope and budget for the project.

Full Design, Phase II

»

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Architect shall adjust its services and the Owner and the Architect ~~shall may appropriately adjust the Architect's services, schedule for the Architect's services for the~~

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~~Architect's services,~~ and the Architect's compensation as necessary, and as mutually agreed upon by the parties. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, or such other mutually agreed upon document, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, or such other mutually agreed upon document, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect, as a representative of the Owner, shall perform its services consistent with the professional skill and care ordinarily provided by ~~a~~Architects with experience in projects similar to the Project, practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and will perform the Architect's services in a manner consistent with the interests of the Owner-

§ 2.2.1 The Architect accepts the relationship of trust and confidence established with the Owner by this Agreement and will exercise the Architect's skill and judgment in furthering the interests of the Owner and will perform the Architect services in an expeditious and economical manner consistent with the interests of the Owner and consistent with appropriate professional standards. Nothing in this Article, or this Agreement, is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

§ 2.2.2 The Architect shall perform its services in compliance with all applicable ordinances, statutes, regulations, codes and the Owner's policies that may exist as of the date of this Agreement. The Architect shall review its design that is applicable to: (a) technical specifications, (b) building codes, (c) ADA standards, and (d) other contract obligations.

§ 2.2.3 Whenever this Agreement provides that the Architect may rely on information provided by the Owner, from any source, such reliance shall be reasonably based on the Architect's standard of care contained in Section 2.2.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as amended by the parties- The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, - which such representative shall be acceptable to the Owner. The Architect may not change such

representative without the Owner's consent. For the purposes of this Agreement, Brad Leeper, shall be the Architect's representative.

The Architect, through this representative, shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve as the "Owner's Authorized Contract Representative" for the purposes and/or responsibilities outlined under Iowa law related to early any release of retainage funds. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall notify the Owner and if Owner still desires the same types and limits of insurance as originally specified the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than «One million» (\$ «1,000,000») for each occurrence and «Two million» (\$ «») in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One million» (\$ «1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than «One million» (\$ «1,000,000») each accident, «One million» (\$ «1,000,000») each employee, and «One million» (\$ «1,000,000») policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «Two million» (\$ «2,000,000») per claim and «four million» (\$ «4,000,000») in the aggregate. The Architect shall maintain this coverage until final completion of the Project and for a period of two (2) years thereafter.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. All deductibles and premiums associated with the above coverages shall be the responsibility of the Architect. The Architect shall require that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect. The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. The Architect will provide written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal,



or material modification of the policies for a period of two (2) years from the date of final completion of the Project under this Agreement.

**§ 2.6.9** Commercial Liability and Automobile Liability policies cited above should be endorsed as follows:

“The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims and not subject to the defense of governmental immunity under Iowa Code Section 670.”

**§ 2.6.10** The Certificate of Insurance Commercial Liability and Automobile Liability policies should state:

“The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defenses of governmental immunity available to the Charles City Community School District under Iowa Code Section 670 as it now exists or may be amended from time to time.”

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical and civil engineering services and any other engineering or consulting services necessary to produce a reasonably complete and accurate set of construction documents as may be applicable to the various projects. ~~and electrical engineering services.~~ Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to reasonably rely on, ~~and shall not be responsible for,~~ the accuracy and ~~completeness, and timeliness of,~~ ~~services and~~ information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

**§ 3.1.2.1** Since more than one contractor will be engaged to work on the Project, Architect shall perform its responsibilities under this Agreement with each one separately.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion and Final Acceptance of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.3.1** The Construction Manager shall provide the estimating services to establish the Project construction budget. The Architect has no responsibility for developing the Project construction budget. However, the Architect is responsible for designing the Project within the Owner-approved Project construction budget. The "Project construction budget" means the estimate of cost of the Work developed or to be developed for the Project by the Construction Manager and approved by the Owner, as such may be amended or updated from time to time. The Architect and Construction Manager shall coordinate and cooperate with each other in the development of the design in order to facilitate the achievement of the Owner's Project construction budget.



§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and advise on the overall Project schedule and shall approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect ~~shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing work with the Construction Manager to file on behalf of the Owner all~~ documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 The Architect will attend review or approval meetings such as: planning and/or facility committee, school board, or public hearings as necessary and/or reasonably requested by the Owner at no additional cost.

§ 3.1.9 All documents produced by the Architect and its consultants pursuant to this Agreement shall be created with reasonable professional efforts to comply with applicable laws, statutes, ordinances, codes, rules, and regulations, and school district policies in effect at the time of construction document submission to building authorities. Design changes made necessary by newly enacted laws, codes and/or regulations after the date of submission of the documents to the building authorities shall entitle the Architect and its consultants to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. All Construction Documents shall be dated and shall contain, and/or be adopted by a statement referring to each specific document covered by the signature of the registered architect and/or engineer in responsible charge, a certificate that the work was done by such registered architect and/or engineer or under the registered architect's and/or engineer's responsible charge and the Iowa legible seal for such registrant.

§ 3.1.10 The Architect shall notify the Owner, in writing, of any other information needed for the Project that is not included in or to be provided under this Agreement.

§ 3.1.11 The Owner is not responsible for identifying what information, survey services, design or reports are required or needed for the Project.

## § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the ~~program schedule, project budget~~ and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and ~~regulations applicable to the Architect's services~~ to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and the Construction Manager.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's needs, program requirements, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements, schedule and budget for the Cost of the Work, agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner. However, the Architect shall make revisions to the Schematic Design Phase Drawings, Specifications or other documents when requested by Owner or Construction Manager because estimates of construction costs exceed the Project construction budget.

§ 3.2.9 The Architect shall not proceed with the Design Development Phase as set forth in Section 3.3 until:

1. The Architect has received the Owner's approval of the Schematic Design Documents;
2. The Architect has received written authorization and direction from the Owner to proceed with the Design Development Plan.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements, schedules and the budget for the Cost of the Work, the Architect will meet with the Construction Manager and Owner to review the preliminary designs and discuss options. Based on these discussions and the Architect's review, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. Architect shall also provide drawings and other documents which depict the current status of design development for the Owner's review and the Construction Manager's information.

§ 3.3.3 Upon receipt of the Owner's comments and the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.3.4 The Architect shall not proceed with the Construction Documents Phase until:

1. The Architect has received the Owner's acceptance of the Design Development Documents,
2. The Architect has received written authorization and direction from the Owner to proceed with the Construction Documents Phase.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. It is Architect's responsibility to ascertain that the drawings, plans and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. The Architect shall review laws, codes and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction of the Project. All documents produced by the Architect pursuant to this Agreement shall comply with applicable laws, statutes, ordinances, codes, rules, and regulations in effect at the time of construction document submission to building authorities. All architectural and engineering documents shall be dated and shall contain the signature of the registered Architect/engineer in responsible charge, a certificate that the work was done by such registered Architect/engineer or under the registered Architect/engineer's direct personal supervision, and the Iowa legible seal for such registrant. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents; and the Architect shall assist the Construction Manager in the filing of the documents in the Owner's name, if necessary, required for the approval of governmental authorities having jurisdiction over the Project. To the extent caused by a negligent act, error or omission of the Architect, the Architect shall be responsible, at its own expense, for making any changes in the Construction Documents necessary to meet such design requirements.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include among other things, scope of work, Construction Documents, bidding requirements and sample forms. Any and all sample forms and contracts provided by the Architect shall to the best of its knowledge conform to applicable requirements of Iowa Code Chapter 26 and Iowa Code Chapter 573 and other applicable statutes at the time of issuance of bidding documents. Owner's legal counsel shall be contacted by the Owner to review the Architect's provided forms and contracts for legal and statutory compliance and legal counsel shall notify the Owner and Architect of any needed changes to ensure statutory compliance.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents and advise the Construction Manager and Owner of any adjustments to the Project scope.

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§ 3.4.5 Upon ~~receipt of the Construction Manager's information and an estimate at the conclusion of the completion of the~~ Construction Documents Phase, the Architect shall ~~take action as required under Section 6.7, and request \_ provide Construction Documents for~~ the Owner's approval ~~of the Construction Documents, and the Construction Manager's information.~~ Prior to bid, the Construction Manager shall prepare a final estimate of the opinion of probable Construction Cost of the Work based on such Construction Documents. The Architect shall make revisions to such Construction Documents Phase Drawings, Specification or other Construction Documents when requested by the Owner because such opinion of probable Construction Cost of the Work exceeds the construction budget.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining ~~either competitive bids or negotiated proposals~~; (2) confirming responsiveness of bids ~~or proposals~~; (3) evaluating and validating the bids to determine the successful bid, and (4) awarding and preparing contracts for construction. ~~determining the successful bid or proposal, if any; and (4)- awarding and preparing Contracts for Construction.~~

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall not proceed with the competitive bidding phase until:

1. The Architect has received the Owner's written acceptance of the Construction Documents;
2. The Architect has received written authorization and direction from the Owner to proceed with the competitive bidding phase.

§ 3.5.2.3 The Architect shall assist the Owner and Construction Manager in bidding the Project by

1. facilitating the distribution of Bidding Documents to prospective bidders in compliance with Iowa's Competitive Bidding Laws;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of prepared and issued addenda; and
4. ~~organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner. Reviewing and making recommendations of lowest responsive, responsible bids.~~

§ 3.5.2.4 The Architect shall include in the Specifications requirements that the Contractors provide operation manuals and adequate training for the Owner in the operation and maintenance of mechanical, electrical, heating and ventilation, air-conditioning and other building systems installed by the contractors, and provide all warranty information pertaining to such systems.

§ 3.5.2.5 The Architect shall work with the Construction Manager to file documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making such changes in the Construction Documents as may be mandated by said governmental authorities at its expense if determined to be originally drawn in error.

§ 3.5.2.3.4 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall shall, as an Additional Service,~~ consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 Negotiated Proposals**

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:~~

- ~~1 — facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;~~
- ~~2 — organizing and participating in selection interviews with prospective Contractors;~~
- ~~3 — preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and~~
- ~~4 — participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified and incorporated herein by reference. ~~–If the Owner and Contractor modify AIA Document A232–2019, those modifications shall be incorporated into this Agreement, and to the extent any such modification affects the Architect's services under this Agreement, the Architect's compensation and schedule shall be adjusted upon mutual agreement of the parties pursuant to Article not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ To the extent of any conflict between the terms of this Agreement and the AIA Document A232-2019 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, the interpretation most favorable to the Owner shall control.

**§ 3.6.1.2** The Architect shall be a representative of the Owner and shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect, as a hired representative of the Owner, shall provide Construction Phase Services with that degree of skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and until the final warranty period/inspection review is complete. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall report to the Owner known deviations from the Contract Documents and the most recent Construction Schedule. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment - or the completion of the eleven (11) month pre-warranty "walk through" with follow-up on any necessary warranty items until the expiration of the one year warranty correction period. Provided, however, the Architect shall not issue the final Certificate of Payment until the Owner confirms, in writing, that the Contractor has satisfied all of the conditions under Section 9.10 of the AIA A232 General Conditions of the Construction Contract, Construction Manager as Adviser Edition and the Work has been fully completed in accordance with the Contract Documents.

**§ 3.6.1.4** The Architect shall review and answer reasonable, properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the



clarification requested. The Architect shall consult with the Owner and Construction Manager and they shall mutually consider such requests and the responses thereto. The Architect shall provide the Owner and Construction Manager with a copy of all requests and responses.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall, as a representative of the Owner, attend all official construction progress meetings and visit the site at intervals appropriate to the stage of construction not less than two (2) times per month, or as otherwise required in Section 4.2.3, to observe and evaluate the Work, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and construction schedule and whether there are any defects or deficiencies in the Work. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** ~~The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.~~ upon notice to the Owner and Construction Manager, and shall advise the Owner in writing regarding a recommendation of rejection of Work that does not conform to the Contract Documents. If the Architect has knowledge of any Work which does not conform to the Contract Documents which significantly impacts the Owner, the Architect shall promptly notify the Owner and Construction Manager. The Architect shall not authorize or direct any Work stoppage, removal of Work in place, or changes in any Work without prior written approval of the Owner. Wherever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect shall require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect, nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employee or other persons or entities performing portions of the Work

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Architect, Owner and Construction Manager or otherwise with reasonable promptness. Within fifteen (15) days of such request. The Owner shall not be bound by the Architect's interpretation or decision.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, ~~shall not show partiality to either,~~ and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.2.6 Upon substantial completion of the Project, the Architect and/or its appropriate consultant shall be present at the initial startup and operation of all systems and equipment to help assist in determining that such Work has been completed in accordance with the requirements of the Contract Documents. This shall not require or obligate the Architect to perform any on-going commissioning work.

§ 3.6.2.7 The Architect shall select and specify materials for the Project with no asbestos or asbestos-containing material.

§ 3.6.2.8 Eleven (11) months after Substantial Completion of the Project, the Architect shall participate in a one-year warranty inspection review to determine that the completed Work remains in accordance with the requirements of the Contract Documents and to identify any then required warranty work.

### **§ 3.6.3 Certificates for Payment to Contractor**

§ 3.6.3.1 ~~Not more frequently than monthly,~~ The Architect shall review and certify an application for payment in accordance with Iowa law. Within seven (7) days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors ~~collectively~~ and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's observation and evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall be a representation that the Architect has confirmed that the Contractor has submitted all required data and information with its Application for Payment, but shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum. However, the issuance of a Certificate of Payment shall constitute a representation to the Owner that to the best of the Architect's knowledge, information and belief, the Contractors are entitled to payment in the amount certified.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment, and stamp each application on the date it was received. Copies of the Applications and Certificates for payment shall be sent to the Owner with certification of each signed by the Architect.

### **§ 3.6.4 Submittals**

§ 3.6.4.1 The Architect shall promptly review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an

approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractors while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. ~~The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~ The Architect shall be entitled to rely upon, ~~and shall not be responsible for,~~ the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, subject to the Architect's standard of care and scope of services under this Agreement.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, by the Architect, Owner and Construction Manager or otherwise with reasonable ~~promptness~~ promptness as to cause as little delay as possible in the Work on the activities of the Owner or Contractors. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents. The Architect shall advise the Owner, in writing, if the Architect becomes aware that the Work is proceeding in the absence of shop drawings and submittals that have been reviewed and approved, or are required to be reviewed and approved, in accordance with the Contract Documents.

## § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager before the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work upon notice to the Owner, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. For all other changes in the Work the Architect must obtain the Owner's written approval. Such changes shall be effected by written order issued by the Architect through the Construction Manager to the Contractor and Owner.-

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work .- and produce said records upon request from the Owner.



### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- .5 The Architect shall notify the Owner in writing when, in the Architect's opinion, construction of the Project is substantially complete, and then when fully completed including all punch list and closeout items.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect acting as the Owner's authorized contract representative in accordance with the requirements of Iowa law related to early release of retainage shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, in addition to retainage, if necessary for final completion or correction of the Work, and/or for Iowa Code Chapter 573 claims. The Architect shall promptly provide to the Owner any written request for early release of retainage funds received by the Architect from the Contractor upon Substantial Completion, and shall provide to the Owner all documentation provided to the Architect by the Contractor in relation to such request for early release of retainage funds to the Contractor.

§ 3.6.6.3.1 Upon final completion of the Project, the Architect shall attest that no asbestos or asbestos-containing material was specified as a building material in any Construction Documents for the Project and that, to the best of the Architect's knowledge, no asbestos or asbestos-containing materials was used as a building material on the Project.

§ 3.6.6.4 Before the work is found to be finally complete by the Architect, tThe Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liensIowa Code Chapter 573 claims; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from- Eleven (11) months after the date of Substantial Completion, the Architect shall, without additional compensation, (1) inspect the Project site, and (2) provide assistance to the Owner in enforcing any warranty issues with any Contractors, and (3) conduct a meeting with the Owner and Construction Manager to review the facility operations and performance. The Architect shall promptly inform the Contractor, Construction Manager, the Owner and Owner's Representative, in writing, of the results of this review and make appropriate recommendations.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services unless otherwise noted but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, or if subsequently requested and authorized by the Owner to be performed by the Architect, and in that case, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services		Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1	Assistance with selection of Construction Manager	<u>Not provided</u>
§ 4.1.1.2	<b>Initial</b> Programming	<u>Architect under basic services</u>
§ 4.1.1.3	Multiple preliminary designs	<u>Architect under basic services</u>
§ 4.1.1.4	Measured drawings	<u>Not provided</u>
§ 4.1.1.5	Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.6	<b>Initial</b> Site evaluation and planning	<u>Architect under basic services</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.9	Civil engineering	<u>Not provided</u>
§ 4.1.1.10	Landscape design	<u>Not provided</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>Not provided</u>
§ 4.1.1.13	Cost estimating	<u>Not provided</u>
§ 4.1.1.14	On-site project representation	<u>Not provided</u>
§ 4.1.1.15	Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.16	As-designed record drawings	<u>Not provided</u>
§ 4.1.1.17	As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.19	Facility support services	<u>Not provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Not provided</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.24	Commissioning	<u>Not provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.26	Historic preservation	<u>Not provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not provided</u>

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule, as mutually agreed to by the parties.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization following School Board approval:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care, which occur after and could not have been known at the time the original Instruments of Service were prepared;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients; Intentionally left blank;~~
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 ~~Preparation for, and attendance at, a public presentation, meeting or hearing; Intentionally left blank;~~
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 ~~Evaluation of the qualifications of entities providing bids or proposals; Intentionally left blank;~~
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.3.1 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect's belief that such services are outside the scope of

the Basic Services and Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner's written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner's determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall proceed to provide the following Additional Services, but immediately notify the Owner ~~with reasonable promptness~~, and explain the facts and circumstances giving rise to the need to provide Additional Services and advise the Owner of the costs already incurred and the anticipated costs, if such Additional Services continue. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- ~~.1 — Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;~~
- ~~.2 — Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 — Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service; Intentionally left blank;~~
- ~~.14 Evaluating more than thirteen (103) an extensive number of Claims as the Initial Decision Maker; or~~
- ~~.25 Evaluating more than six (6) substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom unless such substitutions are required because of Architect's errors or omissions; or.~~
- ~~.6 — To the extent the Architect's Basic Services are affected, providing Construction Phase Services, ninety (90) days — after the date of Substantial Completion of the Work.~~

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~«Two» ( « 2 » )~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 ~~«One» ( « 1 » )~~ visits per month to the site by the Architect during construction
- .3 ~~«Two» ( « 2 » )~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~«Two» ( « 2 » )~~ inspections for any portion of the Work to determine final completion
- .5 One (1) eleven month pre-warranty walk through and inspection.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 9060 days after ~~-(1)-~~ the date of Substantial Completion of the Work, ~~or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier,~~ shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed ~~within «added by amendment» ( « » ) months of the date of this Agreement~~ 90 days after the date established for Final Completion of the Work, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall consult with the Architect and Construction Manager in order to establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases (by more than 10%) the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. ~~If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.~~

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project to the extent permitted by law. The Owner shall render decisions and approve the Architect's submittals as required by law, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 Upon written request and to the extent necessary to allow Architect to perform its services under this Agreement ~~the~~ the Owner shall furnish any necessary surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, when such services are requested by Architect to the extent necessary to allow Architect to perform its services under this Agreement. Such services may ~~which may~~ include test borings, test pits, determinations of soil bearing values, percolation tests, geothermal test boring and thermal conductivity evaluations, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Owner shall also furnish services of a special inspector to provide special inspections in accordance with applicable codes and regulations in force on the date of this Agreement.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.



§ 5.9 The Owner with the assistance from the Architect and Construction Manager, shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall advise the Owner of the requirements of such tests and consult with the Owner in selecting and ordering services from consultants who provide such tests, inspections and reports.

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§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. ~~However, Owner shall have no obligation or responsibility to inspect the Project or Instruments of Service for defects.~~

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Architect shall promptly provide the Owner with copies of any direct communication with the Contractor regarding any performance by the Contractor under the Construction Documents, including, but not limited to, requests for information and Change Order proposals that may affect the design or cost of the Project or may require approval or other actions by the Owner.

§ 5.14 Before executing the Contracts for Construction, the Owner, with the assistance of the Architect and Construction Manager, shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

~~§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. ~~The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner.~~ The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or unused contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to documented market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments, at no additional cost to the Owner.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative, including rebidding of the Project.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. ~~The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.~~

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service at no additional cost, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, ~~except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.~~

§ 6.8 The Owner shall provide to Architect a confirmed budget/list of funds available for the project that cannot be changed or reduced without discussion with Architect. The Architect shall exercise reasonable professional efforts to make the Instruments of Service and Construction Documents conform to the confirmed budget. If the Architect develops knowledge during the progress of the Architect's work on the Project of any conditions which, in the opinion of the Architect, would be sufficient reason for revision of the budget for the Cost of the Work, the Architect shall so inform the Owner in writing. Upon receipt of such notification, the Owner, the Construction Manager and the Architect shall review the conditions and the budget for the Cost of the Work, and the Owner shall determine whether or not the conditions shall be removed or changed and whether or not the budget for the Cost of the Work amount shall be increased.

## ARTICLE 7 COPYRIGHTS AND LICENSES

~~§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. The Owner acknowledges the Architect's construction documents, regardless of the media or format, are instruments of Service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Owner upon completion of the services or termination of this Agreement, whether the Work for which they are made is executed or not, if payment in full of all monies then due to the Architect prior to completion or termination have been made by the Owner. The Owner reserves the right to use the Construction Documents developed for the Project in such a manner as the Owner may desire, subject to the provisions herein. The Architect shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project. The Owner shall notify Architect in writing prior to Owner's modifications and/or reuse of the instruments of service for the Project. The Owner's or its retained agent's or representative's modification and/or reuse of the Instruments of Service for the Project without written authorization of the Architect will be at the Owner's and/or other retained entities sole risk and without liability or legal exposure to the Architect. Unless otherwise provided in this Agreement, nothing contained herein shall be construed as in derogation of the Architect's copyright rights.~~

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

~~§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

~~§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.~~

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but~~



~~in any case not more than 10 years after the date of Substantial Completion/Final Acceptance of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction as modified. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect's obligation under this Section 8.1.2 shall survive completion of Architect's services under this Agreement or termination of this Agreement.

~~§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement. Indemnification: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner against all damages or liabilities, including reasonable attorney's fees, to the extent caused by the Architect's negligent error or omission in the performance of professional services required for the Project including any plan or specification within the responsibility of the Architect or to any breach of duty or obligation assumed by or required under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. If a suit, action, arbitration or other legal proceeding is instituted in connection with or arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal, up to a total of One Hundred Thousand Dollars (\$100,000.00).~~

~~§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

~~§ 8.1.4 The Architect and Owner hereby expressly reserve the right to claim consequential damages against the other for claims, disputes or other matters in question arising out of or relating to this Agreement. This right to claim consequential damages is applicable to all consequential damages due to either party's termination of this Agreement and shall be limited to One Hundred Thousand Dollars (\$100,000).~~

## § 8.2 Mediation

~~§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. The Owner and Architect shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C, as amended. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Architect are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of~~

~~a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The Architect or Owner, as appropriate, shall include a similar mediation provision in all its agreements with contractors and consultants retained for the Project and shall require all contractors and consultants to also include a similar mediation provision in all agreements with their subcontractors and sub-consultants so retained for the Project, thereby providing for voluntary mediation as the primary method for dispute resolution between the parties to those agreements.~~

§ 8.2.23 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.34 If the parties do not resolve a dispute through non-binding mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

[ ☐ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ☒ ] Litigation in a court of competent jurisdiction

[ ☐ ] Other: (Specify)

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

### § 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration~~

~~permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. except that payment may be withheld from the Architect, without penalty to the owner for such withholding, for the Architect's substantial noncompliance or non-performance formally claimed in writing to the Architect with the explanation for grounds of withholding payment and/or determined in accordance with the terms of this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 ~~If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. If the Owner suspends the Project for more than ninety (90) consecutive days, or one hundred eighty (180) cumulative days, for reasons other than the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted, as mutually agreed upon, along with time schedules to provide for expenses incurred in the interruption and resumption of the Architect's services.~~

§ 9.3 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect in the event the Project is permanently abandoned. If the Owner ~~suspends-abandons~~ the Project for more than ~~90 one-hundred eighty~~ cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement anytime upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement, all Projects, or any specific Project upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. If the Owner elects to terminate this Agreement related only to one or more specific Projects, this Agreement shall remain in full force and effect on all other Projects not terminated. ~~upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.~~

§ 9.5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the state or the Owner to appropriate funds or through discontinuance or material alteration of the program for which funds were provided including the failure of the voters to approve a new Revenue Purpose Statement (RPS), on or before September 8,

2020 the Owner shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding and/or approval of the RPS.

§9.5.2 With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days' written notice, this Agreement may be terminated on any agreed date before the end of the term without penalty to either party.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with documented Reimbursable Expenses incurred prior to Architect's receipt of notice of termination, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. The Architect shall not be entitled to any anticipated profits or consequential damages.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

« None »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« None »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7. The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination; Section 3.1.13, Article 7, Article 8, Article 10, and Article 12.

§ 9.10 The Owner and Architect's rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Iowa ~~place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ Except as otherwise provided in this Agreement, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Floyd County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended or modified by the parties. except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for~~

~~the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.~~

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. ~~If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution.~~ The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information ~~if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.~~ The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. or comply with any public records requests under applicable laws and regulations. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, ~~arbitrator's order,~~ or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

§ 10.11 The Architect understands and agrees that any written correspondence or communication (including emails) between itself and the Owner or any other entity as it relates to its work on this Project are subject to Iowa's Open Records Law (Iowa Code Chapter 22) and may be subject to public disclosure at any time upon valid request, except if otherwise deemed a confidential record by law.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

« Phase 1 Pre-Bond. Billed on an hourly basis with a hourly not to exceed basis of \$62,000.

- a. Full design Phase 2 – Implementation. This phase of the project will be for planning, design and construction observation up to move in.
- i. The below fee schedule is a guide for fees associated with typical projects. The scope of the specific projects under consideration are not fully defined at this time so there are many questions for INVISION and the District as we proceed from planning to project identification and implementation. We will work closely with you to assess project complexity, characteristics, schedule, specialty consultants and services that might be required for each project.

<u>Const \$</u>	<u>&lt;\$3M</u>	<u>&gt;\$3M</u>	<u>&gt;\$8M</u>	<u>&gt;\$15M</u>	<u>&gt;\$20M</u>	<u>&gt;\$30 M</u>
<u>New Const.</u>	<u>Varies</u>	<u>7.5%</u>	<u>7.0%</u>	<u>6.5%</u>	<u>6.0%</u>	<u>Varies</u>
<u>Renovation</u>	<u>Varies</u>	<u>8.5%</u>	<u>8.0%</u>	<u>7.5%</u>	<u>7.0%</u>	<u>Varies</u>

- Design services would be a lump sum based upon percentage of an independently performed design development estimate for construction inclusive of contingencies.
- Projects with new construction and directly related renovation work would be prorated based upon the above table and the estimated proportion of each type of work contained in the project.
- Projects with construction costs significantly above or below the amounts shown above will be negotiated when the project scope is defined.
- Percentages would include normal structural, mechanical and electrical engineering. Other specialty consultants can be added to the team in consultation with you if found to be necessary.
- Applicable portions of the Phase 1 work as it relates to the final scope will be credited back to the Phase 2 project. This is many times 100% but if we decide to pursue larger scale planning not included in the final project those portions would not apply.

.2 Percentage Basis  
(Insert percentage value)

« » ( « » ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

« »

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)



« To be determined and if applicable added to this agreement by amendment »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

« Fees will be negotiated based on the type of additional service requested. Fee structure will be hourly or a lump sum amount based on the scope of services added and the agreement of the parties. The Architect shall not perform additional Work until fee is agreed upon unless otherwise agreed upon by the parties. If Work proceeds, until a final fee is determined, the Architect may bill the Owner for additional services rendered on an hourly basis. The hourly fees billed and paid will be credited to the overall additional fee agreed upon. The Services provided on an hourly basis shall be performed in accordance with the Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated annually and will be adjusted with normal review practices.

»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus «five» percent («5» %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« Eighteen »	percent (	« 18 »	%)
Design Development Phase	« Twenty »	percent (	« 20 »	%)
Construction Documents Phase	« Thirty »	percent (	« 30 »	%)
Procurement Phase	« Five »	percent (	« 5 »	%)
Construction Phase	« Twenty-seven »	percent (	« 27 »	%)
<u>Phase 1 – Pre-Bond Referendum</u>	<u>Hourly to not exceed</u> <u>\$62,000</u>			
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.5.1 For Change Orders which are the direct or indirect result of the Architect's error or omission and provide betterment to the Project, Architect shall only receive additional fees on the cost of the change and ½ the contractor mark-up for the Change Order.

§ 11.5.2 The Architect shall not receive any additional fee for redesign and rebidding work if rebidding is required pursuant to Section 6.5.3.

~~§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

§ 11.6.1 When ~~compensation is on a percentage basis and~~ any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on 1) the lowest responsive, responsible bid or 2) if no such bid is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

«-«Exhibit A »»

Employee or Category	Rate (\$0.00)

## § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project. Any Reimbursable Expenses must receive prior approval of the Owner which shall not be unreasonably withheld. Reimbursable Expenses are as follows:

- ~~1 Transportation and a~~ authorized out-of-town travel and subsistence;
- ~~2 Long distance services, d~~ Dedicated data and communication services, ~~teleconferences~~, Project web sites, and extranets;
- 3 Permitting and other fees required by authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, and standard form documents;
- 5 Postage, handling, and delivery;
- ~~6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~  
Intentionally left blank.
- 7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or T~~ the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~9 All taxes levied on professional services and on reimbursable expenses;~~
- 10 Site office expenses;
- 11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- ~~12 Other similar Project related expenditures.~~

The Architect shall provide complete documentation, including copies of all invoices paid by the Architect, for those expenses that are to be reimbursed.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants, ~~plus « » percent ( « » %) of the expenses incurred. With no percentage mark-up.~~

## § 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Architect shall notify the Owner and the Owner shall elect whether to require the additional insurance. If the Owner elects to require the additional insurance coverage, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

« »

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «Zero » (\$ «0.00 » ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.



§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

## § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within thirty (30) days upon presentation of the Architect's invoice. Amounts unpaid more than «thirty » ( « 30 » ) days after the receipt of the invoice ~~date~~ shall bear interest at the rate equal to one percent (1%) annually or the rate specified by rule pursuant to Iowa Code Section 74A.2 whichever is less, entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

~~§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees, or has been found liable for the amounts in a binding dispute resolution proceeding, or there is a filed lawsuit or formal request for mediation pending relating to the issue for which payments are being withheld.~~

§ 11.10.2.23 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.2.3 The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement.

§ 11.10.2.4 The Owner and/or its auditors and agents shall, upon reasonable prior notice and during customary business hours, be entitled to audit, inspect, examine, and reproduce ("Audit") all of the Architect's non-confidential (as defined by law), information materials, records or data relating to the Project. Such Records shall also include information, materials, records or data necessary to evaluate and verify direct and indirect costs (including, but not limited to, overhead allocations) as they may apply to costs associated with this Agreement. In those situations where the Architect's Records have been generated from computerized data, the Architect agrees to and shall provide the Owner with extracts of data files in computer readable format on disks or suitable alternative computer exchange formats.

§ 11.10.2.5 The Architect shall preserve the Records for a period of twelve (12) years after final payment or for such longer period as required by any applicable law, provided, however, that if a Claim is asserted during said twelve (12) year period then the Architect shall retain all such Records until the Claim has been resolved.

§ 11.10.2.6 The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.2.2 – 11.10.2.5 by insertion of the requirements contained in such section in any written agreement between the Architect and such entity.

~~§ 11.10.5 The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement.~~

~~§ 11.10.5.1 The Architect shall preserve the Records for a period of ten (10) years after final payment or for such longer period as required by any applicable law, provided, however, that if a Claim is asserted during said ten (10)-year period then the Architect shall retain all such Records until the Claim has been resolved.~~

~~§ 11.10.5.2 The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.4 by insertion of the requirements contained in such section in any written agreement between the Architect and such entity.~~

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

« § 12.1 The Architect shall prepare project documents for review by the Owner and Construction Manager at the following stages of the project development: 100% completion of Schematic Design Phase; 100% completion of Design Development Phase; and 75%, and 100% completion of the Construction Documents Phase. The Architect shall provide one complete set (printed and electronic) of the project documents to the Owner, and a complete electronic set of project documents to the Construction Manager for each designated review period. The Owner shall reimburse the Architect for the cost for reproduction of more than one set of these documents. Construction Manager shall issue written review comments and construction cost analysis and estimates for each designated review to the Owner and the Architect. Construction Manager to provide said written comments and cost estimates within 2-3 weeks at Schematic Design, 3-4 weeks at Design Development and Construction Documents phases.

§ 12.2 The Architect (Company) 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 Architect shall not permit an employee, Subconsultant (Company) owned, operated, or managed by, or Subconsultant 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 Architect shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A.113, and shall fully execute and deliver a copy of 'Acknowledgment and Certification' Form, within 10 days of the execution of the Agreement or before any Company workers are on the Project site.

»

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- 2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- 3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

« » AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:  
(Insert the date of the E235-2019 incorporated into this Agreement.)

« »

- [ « » ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« Exhibit A – Hourly billing rates  
Exhibit B – Certificate of Insurance  
Exhibit C – Proposal letter dated April 26, 2021 »

- 4 Other documents:

*(List other documents, if any, forming part of the Agreement.)*

« »

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

\_\_\_\_\_  
**OWNER** *(Signature)*

«»«»

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

«Brad Leeper»«, Partner»

\_\_\_\_\_  
*(Printed name, title, and license number, if applicable)*

DRAFT



## 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 Charles City 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.
- **“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 on which your authorized representative signs 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 Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit E.
- **“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.
- **“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.
- **“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.
- **“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 Vehicles 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(8).
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 Vehicles. You are permitted to exceed the number of licensed vehicles by twelve percent (12%) solely for the purpose of setting up spare vehicles. At no time may you actively use more than the number of vehicles licensed. You may exceed the number of Defined Vehicles by up to 50% only for the purpose of setting up White Fleet Vehicles, without paying additional SaaS fees.
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(8), 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, but in a database dedicated to you, which is inaccessible to our other customers.
  - 6.3 We 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.

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. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 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. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors 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.

## **SECTION C – OTHER PROFESSIONAL SERVICES**

1. Other 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 where the fees shown in the Investment Summary are based on an estimated number of hours or days of work to be performed, that these amounts 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, but we will not exceed any amount without first obtaining your permission. 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, and Exhibit D – Work Responsibilities describes, 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, computer network, 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. 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 implementation obligations, including, without limitation, those set forth in Exhibit D ("Work Responsibilities"). 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).
8. 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:
  - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
  - 8.2 provide telephone support during our established support hours;
  - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software, in order to provide maintenance and support services;
  - 8.4 make available to you all major and minor 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
  - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use 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, unless otherwise mutually agreed by the parties in writing: (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.

9. 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 - 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 D(2).
2. Invoice Disputes. If you believe any delivered product 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 E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

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. In the event your use of equipment provided by us is terminated, you shall be liable for any reactivation fees or fees charged by wireless carriers for registering or attempting to register on the wireless carrier's network after such termination. We reserve the right to substitute hardware of equal or greater value for the same price.

2. Third Party Products Warranties.
  - 2.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 2.2 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.
  - 2.3 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. Third Party Hardware warranties may be included as exhibits to this Agreement or provided by us upon request.
3. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.
4. Spares. Should Geotab unit(s) purchased by Client pursuant to this Amendment be designated as "spare" unit(s). The intent of the parties is for Client to have a spare unit(s) on hand to use in the event a Geotab unit(s) purchased for live use fails. Client acknowledges and agrees that Client is prohibited from operating a spare unit and a unit purchased for live use at the same time. In the event Client operates both a spare unit and a unit purchased for live use at the same time for more than two (2) weeks while a unit purchased for live use is being deactivated or returned for repair, Client will be liable to Tyler for maintenance fees at then-current rates on both units for such period of coterminous use. Tyler will invoice Client maintenance fees on the active spare unit(s) in monthly increments from the date the spare unit was activated, with a three (3) month minimum. Once a spare unit has been activated, it cannot be turned off or suspended. Tyler reserves the right to audit Client's use of the Geotab unit(s) purchased from Tyler, to determine Client's compliance with this provision.

## **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 software, 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. 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, however, you agree not to substitute a similar service to fill the same need provided by us hereunder for a period of time equal to the duration of the initial term if this Agreement is terminated or not renewed solely due to lack of appropriations. 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.
- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
  - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
  - c. if you terminate during the third year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

## **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.

## 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) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. 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, 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. 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	Work Responsibilities
	Schedule 1: Traversa Work Responsibilities
	Schedule 2: Tyler Telematic GPS Work Responsibilities
Exhibit E	Third Party Terms
	Schedule 1: HERE End User Terms
	Schedule 2: Professional Hardware Installation Terms
	Schedule 3: Return Merchandise Authorization Process
	Schedule 4: Wireless Carrier & Equipment Provider Terms
	Schedule 5: Geotab Equipment Warranty
Exhibit F	Statement of Work

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.

Charles City 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:

Charles City Community School District  
500 North Grand Avenue  
Charles City, IA 50616  
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 July 1 2021

Software as a Service		Quantity	Price	Extended	This Year Total	Year 2	Year 3	
Traversa Core provided as SaaS for up to 20 vehicles		1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,625.00	USD
Traversa Reporting Tool provided as SaaS for up to 20 vehicles		1	inc.	inc.	inc.	inc.	inc.	USD
Subtotal: Application Software Maintenance Fees				\$2,500.00	\$2,500.00	\$2,500.00	\$2,625.00	USD
Services		Quantity	Price	Extended	This Year Total	Year 2	Year 3	
Traversa Core Implementation		1	\$3,190.00	\$3,190.00	\$3,190.00			USD
Traversa Core Base Training		1	\$1,760.00	\$1,760.00	\$1,760.00			USD
Floyd County Map, Source: local GIS		1	inc	\$0.00	inc			USD
Additional Maps: (none are included with this quote)								
Project Management (hours) (1),(2)		10	\$175.00	\$1,750.00	\$1,750.00			USD
Run building services are not included								
Chicksaw County (hours) (1),(2)		3	\$175.00	\$525.00	\$525.00			USD
Tyler Drive Driver Training for up to 10 drivers (hours) (1),(3)		8	\$175.00	\$1,400.00	\$1,400.00			USD
Tyler Drive Configuration		1	\$2,100.00	\$2,100.00	\$2,100.00			USD
Tyler Drive Data Analysis (hours)		11	\$175.00	\$1,925.00	\$1,925.00			USD
Tyler Drive Go Live Assist (hours) (1)		16	\$175.00	\$2,800.00	\$2,800.00			USD
Subtotal: Application Services				\$15,450.00	\$15,450.00	\$0.00	\$0.00	USD
Teleatics		Quantity	Price	Extended	This Year Total	Year 2 Renewal	Year 3 Renewal	
Support and Maintenance								
TYD03-Verizon	Support and Maintenance (4G) for Tyler Drive 3 on the Verizon Network (US)	16	\$300.00	\$4,800.00	\$4,800.00	\$4,800.00	\$5,040.00	USD
Subtotal: Support and Maintenance					\$4,800.00	\$4,800.00	\$5,040.00	USD
Installation								
Teleatics Professional Install Including (1) (1)		1	\$3,484.00	\$3,484.00	\$3,484.00			USD
INST-T-P-0	Professional Installation - Tyler Drive, O /Os up to 16 units							
INST-T-ST	Professional Install - Tyler Drive Student Tracking Device up to 16 units							
INST-T-SIT	Tyler Drive Self Install Training (1)	1	\$2,500.00	\$2,500.00	\$2,500.00			USD
Subtotal: Installation					\$5,984.00			USD
Student Ridership								
TYD01CARD	Student RFID Cards, Box of 200	4	\$390.00	\$1,560.00	\$1,560.00			USD
TYD-SR-02	Student Reader Kit for Tyler Drive	16	\$185.00	\$2,960.00	\$2,960.00			USD
TYD-SR-WEDGE	Student Reader For PC (Wedge)	1	\$185.00	\$185.00	\$185.00			USD
Subtotal: Student Ridership					\$4,705.00			USD
Tyler Drive								
TYD03	Tyler Drive 3 (4G) for Verizon(US) (includes bumper and wall charger for tablet)	16	\$985.00	\$15,760.00	\$15,760.00			USD
TYD03DOCK	Dock with built in lock and mounting arm- included with TYD03	16	inc.	inc.	inc.			USD
TYD03PC	Power cord for Tyler Drive 3- included with TYD03	16	inc.	inc.	inc.			USD
Subtotal: Tyler Drive					\$15,760.00			USD
Accessories								
SHIPPING	Shipping and Handling	1	\$315.00	\$315.00	\$315.00			USD
Subtotal: Accessories					\$315.00	\$0.00		USD
<b>Total One-Time Fees:</b>					<b>\$49,514.00</b>			<b>USD</b>
<b>Total Recurring Fees **:</b>						<b>\$7,300.00</b>	<b>\$7,665.00</b>	<b>USD</b>

\*\* Subject to annual increase after Year 3

<sup>1</sup> Travel expenses on installations of 40 and fewer vehicles are not included and will be billed at actual costs. Travel expenses on installations of 41 and more vehicles, a single day of travel expenses will be billed at actual costs.

<sup>1</sup> Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs

<sup>2</sup> Training Classes are limited to 5 persons and are delivered in 2 hour increments

Quote prepared on April 02, 2021

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 *Implementation and Other Professional Services:* Implementation services are billed and invoiced as follows, at the rates set forth in the Investment Summary: (a) Implementation fee is billed and invoiced when the map is available to Client in Tyler's data center; (b) Base Training is billed and invoiced upon completion of the Base Training.
  - 2.2 *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 billed and invoiced as delivered.
3. **Third Party Products.**
  - 3.1 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading and cover the period commencing the first day of the month following the date the Third Party Software was made available to you.
  - 3.2 *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.
  - 3.3 *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.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses 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 at 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.

**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:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) 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](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense 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](http://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 following hours:

All Year	7:30am-7:00pm EST Monday-Friday
August	9:00am-3:00pm EST Saturday

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**  
**Schedule 1**  
**Traversa Work Responsibilities**

Mapping

Tyler will provide Client access in Tyler's data center to a digitized map covering the area of the district, and essential roadways outside of the district commonly traveled for in-district students. Client will supply contact information for local GIS agency if available.

Student File Preparation

Tyler will train Client on the ASCII file layout as needed by the Client. During the import process, the student data will pass through a location process in the software.

Editorial Responsibilities

Tyler may periodically require Client to review district data. The timely and accurate review of this data is critical. Client will cause its employees or agents to perform the editing functions timely, accurately and to the best of their ability, and will notify Tyler when corrections are final. The information and data approved following the periodic review stages are the sole responsibility of Client. Alterations later requested or necessary which could have been made as part of this editing process are available in accordance with Section 7 of this Agreement. Tyler shall not be responsible for any failure to meet a written production schedule to the extent such failure is due, in whole or in part, to Client's failure to perform its work responsibilities timely and accurately.

Training

During the course of the Client implementation, Tyler will provide training in the use of the Tyler Software Products (the "Training"). Up to five (5) Client employees may attend the Training. Implementation Training is delivered on-line on weekdays, unless the parties agree to other arrangements. Should on-site Training be requested, travel expenses will be charged at actual cost, as incurred, in accordance with our then-current Business Travel Policy (available upon request). It is understood that the effectiveness of Training depends upon continuous attendance by all trainees, minimum interruptions, and the availability of one or more Client computers connected to Tyler's data center.

Training does not include installation services such as disk formatting, installing operating systems, installing hardware, installing non-Tyler software, equipment repairs or adjustment, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.



**Exhibit D**  
**Schedule 2**  
**Tyler Telematic GPS Work Responsibilities**

**Hardware**

Before Tyler can order hardware, Client will need to provide Tyler the following vehicle information. Tyler will provide Client an Excel spreadsheet to capture the following information:

- VIN
- Year
- Make
- Model
- Body
- Chassis
- Fuel Type

Tyler is responsible for order and shipment of hardware based on the vehicle list provided by the client.

All training and installation dates must be approved by the district in writing.

Self-Installation of Hardware - Tyler work with our installation vendor and Client to schedule training. There is a maximum of five (5) people allowed per training session. A total of four (4) to eight (8) contract hours of training are required. Additional training sessions can be purchased if there are more than five (5) people who need to receive training. Client will make available at least one (1) vehicle for each type of installation.

As part of the Self-Installation Training, district staff members will perform installation of GPS devices and related accessories, under the direction of Tyler's installation vendor. Training should take place in a shop or bus yard, whichever is conducive to weather conditions.

Tyler's installation vendor requires that the client have the following tools available:

- Battery powered drill
- Drill bit set and/or graduated drill bit
- Screw drivers (Phillips and straight blade)
- Electrical testing meter and 12 volt test light
- Black electrical tape (as specified in installation manual)
- Wire ties (assorted sizes)
- Hand wrenches in smaller sizes
- Solder
- Solder gun
- Flux

- Wire strippers
- Something to use for pulling wires if needed (3 – 4 foot maximum)
- 18 gauge wire (variety of colors) – necessity is dependent on GO device installation location, to extend auxiliary harness wires

**Professional Installation of Hardware** - If your proposal includes Professional Installation, Tyler will work with our installation vendor and Client to schedule the training and installation. There is a maximum of 5 people allowed per training session and a total of four (4) to eight (8) contract hours of training are required. Additional training sessions can be purchased if there are more than five (5) people at the Client who need training. Client will make available at least one (1) vehicle for each type of installation.

As part of training, district staff members will perform installation of GPS devices and related accessories, under the direction of Tyler's installation vendor. Training should take place in a shop or bus yard, whichever is conducive to weather conditions.

### **Training on Geotab and Versatrans Onscreen Software**

Once hardware is installed, professionally or by Client, Tyler will provide training in the use of the Geotab and Versatrans Onscreen software. Up to five (5) Client employees may attend the training. Additional training sessions can be purchased if there are more than five (5) people who need to receive training. Training is delivered online on weekdays, unless the parties agree to other arrangements. It is understood that the effectiveness of training depends upon continuous attendance by all trainees, minimal interruption, and the availability of one or more client computers fully equipped to run the Tyler Software Products.

Training does not include installation services such as disk formatting, installing operating systems, installing non-Tyler software, equipment repairs or adjustments other than the GPS hardware that is being installed, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.



**Exhibit E**  
**Schedule 1**  
**HERE End User Terms**

Your receipt and use of the HERE data 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 1**

### **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 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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.

**Tech-Day Rate**

\$900 per tech per day, plus travel expenses



## **Exhibit E**

### **Schedule 3**

### **Return Merchandise Authorization Process**

#### GPS:

Tyler will provide advanced replacement of Geotab hardware devices covered under the Geotab warranty program, set forth in Exhibit D, Schedule 3. When an RMA is needed, Tyler customer support will arrange to have a replacement unit sent out in advance of Client returning the defective unit.

Client will contact Tyler Technologies customer support at 800-775-5556 for any telematics device-related issues. Tyler customer support will troubleshoot the devices to determine the best course of action. If it is determined that an in-warranty device must be replaced, an RMA number will be issued and a replacement device will be sent out to the customer-specified location. Tyler will not charge Client for outbound shipping of replacement hardware. Inbound shipping of the warranted unit is the responsibility of the Client.

Return shipping instructions will be provided to Client by Tyler for the inoperative device. Client must return the defective unit within thirty (30) days of receiving the RMA confirmation. Installation services for the replacement hardware are not included. Quotes for installation services will be provided by Tyler upon request.

Upon request, Tyler customer support will assist Client with setup of the replacement hardware in the software once installed.

Returned hardware will be tested and examined by Geotab to determine the applicability of the Geotab hardware warranty. If the returned hardware is determined to be uncovered by the applicable warranty for any reason, Client will be notified by Tyler. If replacement hardware is not covered, or if the defective unit is not returned within thirty (30) days, Tyler will invoice Client for the replacement hardware at Tyler's then-current rates. Payment is due within thirty (30) days of invoice.

#### Tyler Drive:

**Advanced Unit Replacement (AUR)/RMA Process** - Tyler will provide Advanced Unit Replacement (AUR) of tablets covered under the warranty program. When an AUR is needed, Tyler customer support will arrange to have a replacement unit sent out in advance of client returning the defective unit.

Client will contact Tyler Technologies customer support at 800-775-5556 for any tablet-related issues. Tyler customer support will troubleshoot the tablet to determine the best course of action. If it is determined that an in-warranty device must be replaced, an AUR number will be issued and a replacement device will be sent out to the customer-specified location. Tyler will not charge client for outbound shipping of replacement tablet. Inbound shipping of the warranted tablet is the responsibility of the client.

Return shipping instructions will be provided to client by Tyler for the inoperative device. The Advanced Unit Replacement (AUR), a replacement tablet will be shipped via overnight delivery to the address provided by client. Client will return the failed tablet (per the provided shipping instructions), including the SIM, in the

same box it was received, for testing. Client must return the defective unit within thirty (30) days of receiving the AUR confirmation. Installation services for the replacement hardware are not included. Quotes for installation services will be provided by Tyler upon request.

Upon request, Tyler customer support will assist client with setup of the replacement tablet(s).

Returned hardware will be tested and examined to determine the applicability of the tablet warranty. If the returned tablet is determined not to be covered by the applicable warranty for any reason, client will be notified by Tyler. If replacement hardware is not covered, or if the defective unit is not returned within thirty (30) days, Tyler will invoice client for the replacement hardware at Tyler's then-current rates. Payment is due within thirty (30) days of invoice.



**Exhibit E**  
**Schedule 4**  
**Wireless Carrier & Equipment Provider Terms**

**Tyler Drive Hardware Terms and Conditions**

1. Warranty. Tyler warrants the Tyler Hardware Products to be free from defects in workmanship and material, under normal use and service conditions for a period of one (1) year from date of purchase. Tyler's obligation under this warranty is limited to repairing or replacing, at Tyler's option, the product through one of its authorized service centers. This warranty will automatically be voided if the product is abused, or improperly or abnormally used. No other warranty beyond that specifically set forth above is authorized by Tyler.
2. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Tyler 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 Tyler 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 Tyler Drive tablet, including, but not limited to, where on the vehicle the Tyler Drive tablet is installed. Client's use of the Tyler Drive tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.

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.

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 Tyler Drive tablet is installed. Client's installation and use of such Tyler Drive tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.
4. Disclaimer for Installation of Tyler Drive 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 Tyler Drive tablet, including, but not limited to, where on the vehicle the Tyler Drive tablet is installed. Your use of the Tyler Drive 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 Tyler Hardware Products.

**Tyler Drive Software Terms and Conditions**

1. Client's use of the Third Party Software is restricted to executable code.
2. Client is prohibited from (i) transferring the Third Party Software except for temporary CPU transfer in the event of computer malfunction; (ii) assigning, time-sharing, lending, leasing, or renting the Third Party Software or using for commercial network services or interactive cable or remote processing services.
3. Title to the Third Party Software shall not pass to Client or any other party.
4. Client is prohibited from reverse engineering, disassembling, or decompiling the Third Party Software and duplicating the 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 Third Party Software including, but not limited to, liability for use of 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 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 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 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 Third Party Software are disclaimed. This Amendment is the sole agreement governing Client's use of the 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 Third Party Software.
10. Tyler may terminate Client's license in the event Client uses the 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 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 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.

### **Hardware Maintenance Services**

The Maintenance Agreement for software is effective upon installation of the Tyler Hardware Products and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current Application Software Maintenance Fees.

1. **Maintenance Services Terms, Conditions, Limitations and Exclusions.** For as long as a current Maintenance Agreement is in place, Tyler shall:

In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler’s then current support call process in order to conform the Tyler Hardware Products to the applicable warranty under this Agreement. If Client modifies the Tyler Hardware Products without Tyler’s prior written consent, Tyler’s obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend services if Client fails to pay undisputed Hardware Maintenance Fees within sixty (60) calendar days of the due date.

2. **Client Responsibilities.** Client shall provide, at no charge to Tyler, full and free access to the Tyler Hardware Products if required including but not limited to: remote access, working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
3. In the event Client terminates this Agreement prior to twenty-four (24) months from the Effective Date, Client will pay Tyler an early termination fee equal to Fifty Dollars (\$50) per Tyler Drive device. In the event Client subsequently elects to contract with Tyler for support on Client’s Tyler Drive devices, Client will be liable to Tyler for back maintenance fees from the date of termination and a reactivation fee per device at the then-current rate.
4. The year one (1) Tyler Drive hardware support term for professionally-installed devices shall commence on the earlier of i) ninety (90) days from shipment of the Tyler Drive devices to Client; or ii) installation of the Tyler Drive devices.





**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.



**EXHIBIT F**

**Statement of Work**

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# Charles City Community School District

SOW from Tyler Technologies, Inc.

**4/1/2021**

Presented to:  
Jerry Mitchell  
500 N Grand Ave  
Charles City, IA 50616

Contact:  
Michael Grandy  
Email: [Michael.Grandy@TylerTech.com](mailto:Michael.Grandy@TylerTech.com)  
11 Cornell Rd., Latham, NY 12110

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

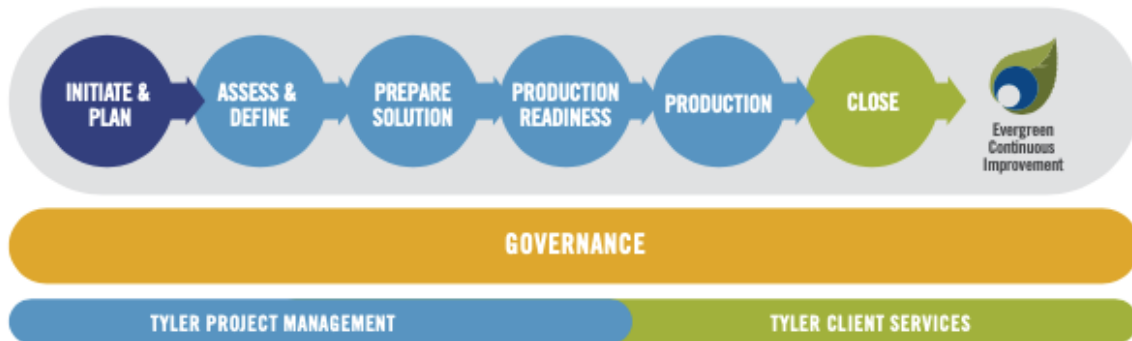
### 1.3 Methodology

This is accomplished by Charles City Community School District and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.



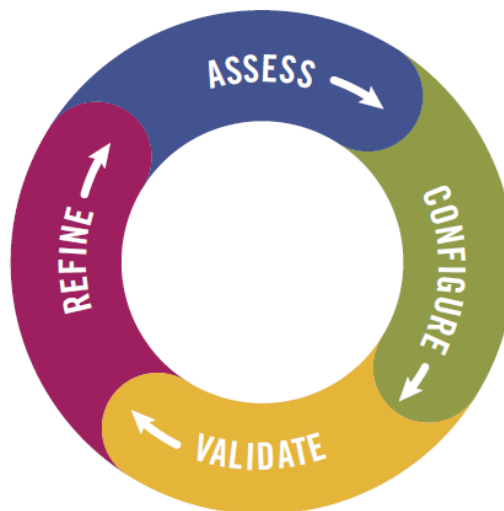
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Charles City Community School District and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Charles City Community School District and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Charles City Community School District's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

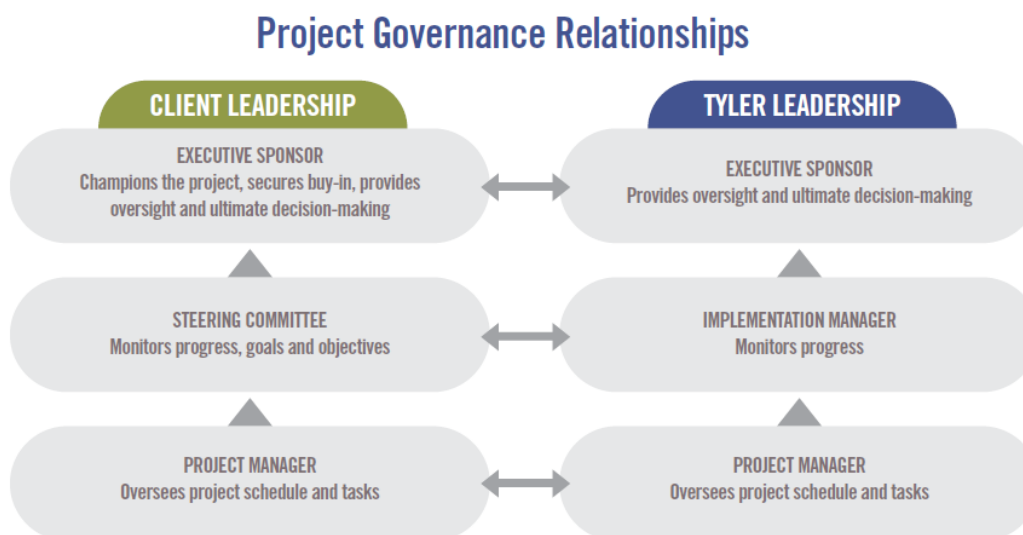
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

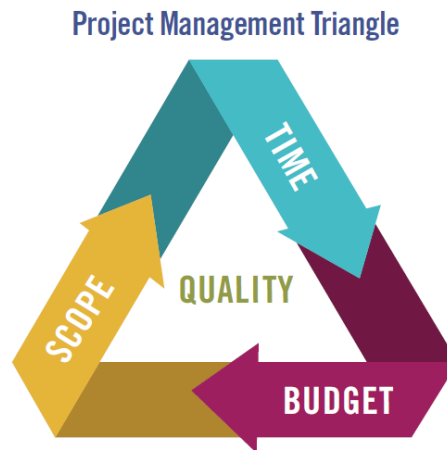
The chart below illustrates an overall team perspective where Tyler and Charles City Community School District collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Charles City Community School District Steering Committee become the escalation points to triage responses prior to escalation to Charles City Community School District and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Charles City Community School District and Tyler executive sponsors serve as the final escalation point.



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the 'triple constraints' or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

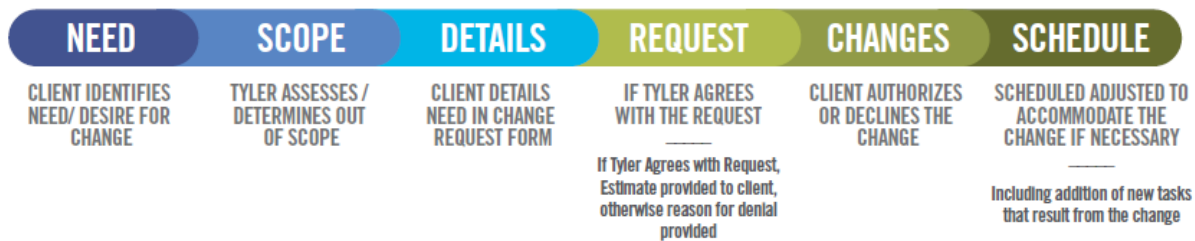
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to Charles City Community School District; for example, Charles City Community School District may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Charles City Community School District, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Charles City Community School District will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Charles City Community School District). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

### Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Charles City Community School District office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Charles City Community School District will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Charles City Community School District project manager will strive to gain deliverable and decision approvals from all authorized Charles City Community School District representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Charles City Community School District department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Charles City Community School District shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Charles City Community School District does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Charles City Community School District does not agree the particular Deliverable or Control Point meets requirements, the Charles City Community School District shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Charles City Community School District shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Charles City Community School District does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Charles City Community School District and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Charles City Community School District, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

## 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

### 5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Charles City Community School District 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Charles City Community School District 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Charles City Community School District management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Charles City Community School District project manager(s).



- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with Charles City Community School District project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Charles City Community School District and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Charles City Community School District any items that may impact the outcomes of the Project.
- Collaborates with Charles City Community School District 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Charles City Community School District 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Charles City Community School District and Tyler, in understanding the goals, objectives, current status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Charles City Community School District through software validation process following configuration.
- Assists during Go-Live process and provides support until Charles City Community School District transitions to Client Services.
- Facilitates training sessions and discussions with Charles City Community School District and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

## 5.2 Charles City Community School District Roles & Responsibilities

Charles City Community School District resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 Charles City Community School District Executive Sponsor

The Charles City Community School District executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Charles City Community School District steering committee, project manager(s), and functional leads to make critical business decisions for Charles City Community School District.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Charles City Community School District Steering Committee

The Charles City Community School District steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Charles City Community School District project manager and Project as a whole through participation in regular internal meetings. The Charles City Community School District steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Charles City Community School District steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.



- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - Charles City Community School District Policies
  - Needs of other client projects

### 5.2.3 Charles City Community School District Project Manager

Charles City Community School District shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Charles City Community School District Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Charles City Community School District project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Charles City Community School District project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.

- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Charles City Community School District and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Charles City Community School District staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Charles City Community School District resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Charles City Community School District technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Charles City Community School District Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Charles City Community School District project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion

- Stakeholder Meeting
- Project Management Plan development
- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of Charles City Community School District resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

#### 5.2.5 Charles City Community School District Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Charles City Community School District business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Charles City Community School District staff during and after implementation.

#### 5.2.6 Charles City Community School District End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

#### 5.2.7 Charles City Community School District Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.

- Coordinates interface development for Charles City Community School District third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.

#### 5.2.7.1 Charles City Community School District GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Charles City Community School District GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

#### 5.2.7.2 Charles City Community School District Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Charles City Community School District's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Charles City Community School District and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 Charles City Community School District Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

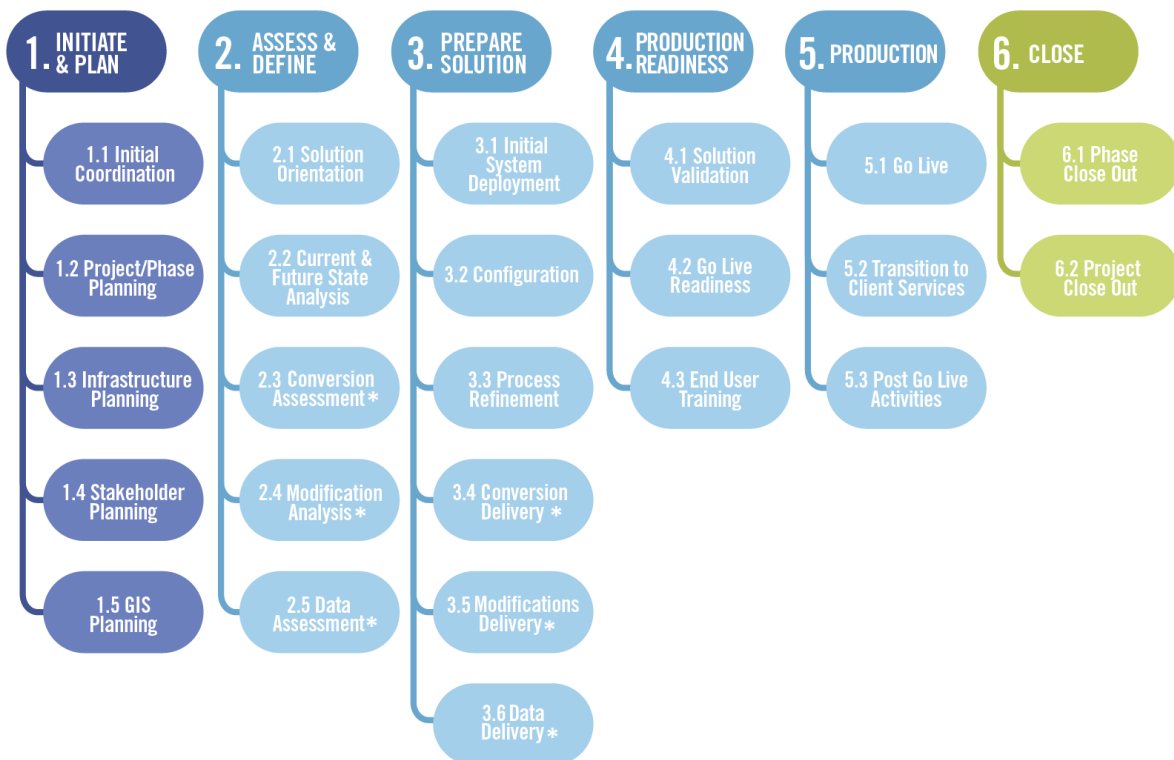
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Charles City Community School District.

## Work Breakdown Structure (WBS)



*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Charles City Community School District with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Charles City Community School District gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Charles City Community School District's team. During this step, Tyler will work with Charles City Community School District to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Charles City Community School District		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Create Project Portal to store project artifacts and facilitate communication		A	R							I					
---	--	---	---	--	--	--	--	--	--	---	--	--	--	--	--

Work package assumptions:

### 6.1.2 Project/Phase Planning

During this work package Tyler will work with Charles City Community School District to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Charles City Community School District Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Charles City Community School District's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Charles City Community School District provides acceptance of schedule based on resource availability, project budget, and goals.

#### Work package assumptions:

- Charles City Community School District has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Charles City Community School District to install License Software. The Charles City Community School District is responsible for the installation and setup of all peripheral devices.

#### Objectives:

- Ensure Charles City Community School District's infrastructure meets Tyler's application requirements.



- Ensure Charles City Community School District's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

#### Work package assumptions:

- Charles City Community School District will maintain environment (or virtual environment) for On-Premise deployments.

#### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Charles City Community School District Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Charles City Community School District team. During the meeting, the goals and objectives of the Project will be reviewed along with detail

on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

**Objectives:**

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement															
	SOW															
	Project Management Plan															
Outputs / Deliverables									Acceptance Criteria [only] for Deliverables							
	Stakeholder Meeting Presentation															

**Work package assumptions:**

- None

## 6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Charles City Community School District offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

**Objectives:**

- Identify all Charles City Community School District GIS data sources and formats.
- Tyler to understand Charles City Community School District's GIS needs and practices.
- Ensure Charles City Community School District's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

#### Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Charles City Community School District is responsible for maintaining the GIS data.

### 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

#### Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

#### Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Charles City Community School District
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Charles City Community School District business processes. This information will be used to identify and define business processes utilized with Tyler software. Charles City Community School District collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Charles City Community School District team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Charles City Community School District team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Charles City Community School District for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

## 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Charles City Community School District and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Charles City Community School District will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options			A	R	C	C	C				I	I	I	I			I



### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- All licensed software is installed and operational.
- Charles City Community School District is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
			A				R				I						C
			A				R				I						C
			I				C				A						R
			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Clients (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	



### Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- Charles City Community School District will provide network access for Tyler modules, printers, and Internet access to all applicable Charles City Community School District and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Charles City Community School District to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Charles City Community School District collaborates with Tyler staff iteratively to validate software configuration.

### Objectives:

- Software is ready for validation.
- Educate Charles City Community School District SME how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

**Work package assumptions:**

- Tyler provides guidance for configuration options available within the Tyler software. Charles City Community School District is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the Charles City Community School District users on how to execute processes in the system to prepare them for the validation of the software. Charles City Community School District collaborates with Tyler staff iteratively to validate software configuration options to support future state.

**Objectives:**

- Ensure that Charles City Community School District understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement													
	Tyler								Client					
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)
Conduct process training			A	R							I	C	I	C
Confirm process decisions			I	C						A	R	C	I	C
Test configuration			I	C							A	R		C
Refine configuration (Client Responsible)			A	R							I	I		I
Refine configuration (Tyler Responsible)			I	C							A	R		C

Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Charles City Community School District)	

#### Work package assumptions:

- None

#### 6.3.4 Intentionally left blank.

#### 6.3.5 Intentionally left blank.

#### 6.3.6 Intentionally left blank.

#### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.

#### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Charles City Community School District verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Charles City Community School District organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Charles City Community School District updates report with testing results

### Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

### 6.4.2 Go-Live Readiness

Tyler and Charles City Community School District will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Charles City Community School District will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Charles City Community School District

**Work package assumptions:**

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

**Objectives:**

- End users are trained on how to use the software prior to go-live.
- Charles City Community School District is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
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List of End Users and their Roles / Job Duties		
Configured Tyler System		
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Charles City Community School District signoff that training was delivered

**Work package assumptions:**

- The Charles City Community School District project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Charles City Community School District as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Charles City Community School District departments.
- Charles City Community School District will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

#### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

**Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Charles City Community School District will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Charles City Community School District to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Charles City Community School District and Tyler will complete work assigned to prepare for Go-Live.

Tyler staff collaborates with Charles City Community School District during Go-Live activities. Charles City Community School District transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

#### Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

#### Work package assumptions:



- Charles City Community School District will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Charles City Community School District Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Charles City Community School District Project Team and SME's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Charles City Community School District teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

## 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Charles City Community School District onto the Tyler Client Services team, who provides Charles City Community School District with assistance following Go-Live, officially transitioning Charles City Community School District to operations and maintenance.

### Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Charles City Community School District teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			



Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

#### Work package assumptions:

- No material project issues remain without assignment and plan.

### 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

#### Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

## Work package assumptions:

- System is being used in a live production state.

### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Charles City Community School District transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Charles City Community School District for systems implemented in the Phase.

#### Objectives:

- Agreement from Tyler and Charles City Community School District teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						

Hold post phase review meeting		A	R	C	C	C	C					C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I									I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

#### Work package assumptions:

- Tyler deliverables for the phase have been completed.

## 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Charles City Community School District may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

#### Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Charles City Community School District teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Charles City Community School District and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

#### Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Close Stage is not dependent upon Tyler's receipt of this Stage Acceptance.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and Charles City Community School District will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Charles City Community School District Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Charles City Community School District project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Charles City Community School District is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Charles City Community School District to make process changes.
- Charles City Community School District is responsible for defining, documenting and implementing their policies that result from any business process changes.

### 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Charles City Community School District is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

### 7.3 Resources and Scheduling

- Charles City Community School District resources will participate in scheduled activities as assigned in the Project Schedule.
- The Charles City Community School District team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Charles City Community School District will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.

- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Charles City Community School District will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Charles City Community School District makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Charles City Community School District will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Charles City Community School District will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Intentionally left blank.

## 7.5 Facilities

- Charles City Community School District will provide dedicated space for Tyler staff to work with Charles City Community School District resources for both on-site and remote sessions. If Phases overlap, Charles City Community School District will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Charles City Community School District will provide staff with a location to practice what they have learned without distraction.

## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client's physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler's physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.



## Part 4: Appendices

### 9. No Conversion - Intentionally left blank.

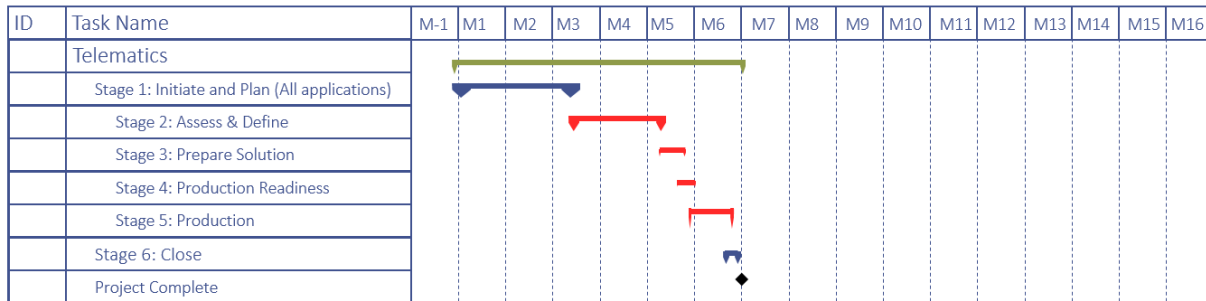
## 10. Additional Appendices

## 11. Project Timeline

### 11.1 Telematics Timeline



#### Implementation Schedule: Telematics Implementation



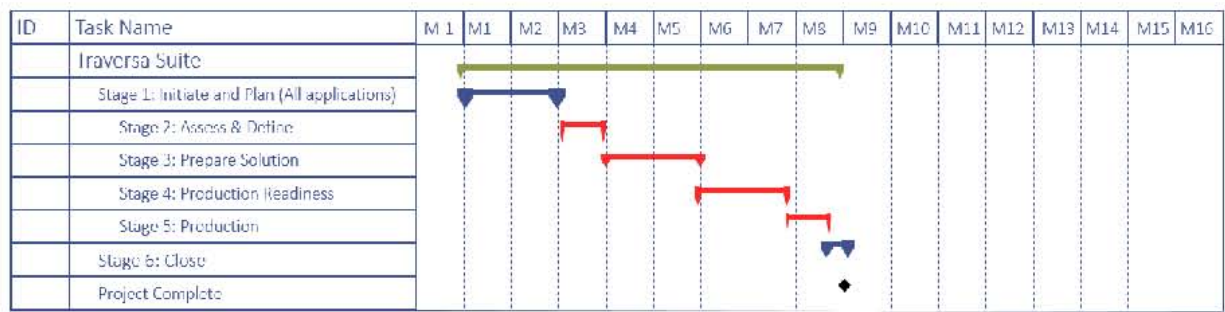
# example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

# 11.2 Traversa Timeline



## Implementation Schedule: Traversa Suite Implementation



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

CHARLES CITY COMMUNITY SCHOOL  
Senior Leader team  
2021-22 Costing

3.9%	Increase premium increase																		
Administrator Policies		FAMILY		75% of 95% plan		Prior Year		Current Year											
		SINGLE		95% plan		12870		\$504.00		13,374		3.9%							
		single		(Dental Ins)		6,840		\$264.00		7,104		3.9%							
		single		(Dental Ins)		29.00		\$2.36		31.36		8.1%							
		family		(Dental Ins)		88.60		\$0.78		89.38		0.9%							
2020-21										2021-22									

				SALARY	Mileage	Stipend	FICA/	HEALTH	LTD/Life	TOTAL	% increase	SALARY	Mileage	Stipend	FICA/	HEALTH	LTD/Life	TOTAL	TOTAL		
NAME		Exec				Exec Dir	IPERS		Dental	PACKAGE				Exec Dir	IPERS		Dental	PACKAGE	PACKAGE		
Replacement/	Leaving	Dir	FTE																INCREASE		
Administrators																					
Jurrens, Bryan		HS Principal	\$	1	\$107,596		\$18,388	\$12,870	\$599	\$139,453	1.76%	\$109,490		\$0	\$18,712	\$13,374	\$630	\$142,206	\$2,753	1.97%	
Taylor, Joe		MS Principal	\$	1	\$104,000		\$17,774	\$12,870	\$592	\$135,236	1.76%	\$105,831		\$0	\$18,086	\$13,374	\$624	\$137,915	\$2,679	1.98%	
Wolfe, Larry		Asst HS Principal		1	\$97,725		\$16,701	\$12,870	\$581	\$127,877	1.76%	\$99,445			\$16,995	\$13,374	\$612	\$130,427	\$2,549	1.99%	
DeVore, Marcia		Lincoln Principal	\$	1	\$100,719		\$17,213	\$12,870	\$586	\$131,388	1.76%	\$102,492		\$0	\$17,516	\$13,374	\$618	\$133,999	\$2,611	1.99%	
Hanson, April		Technology		1	\$81,847	\$1,000	\$14,159	\$12,870	\$554	\$110,430	1.76%	\$83,288	\$1,000		\$14,405	\$13,374	\$585	\$112,652	\$2,222	2.01%	
DeVore, Justin		Communications		1	\$59,492	\$1,000	\$10,338	\$12,870	\$514	\$84,214	1.76%	\$60,539	\$1,000		\$10,517	\$13,374	\$544	\$85,974	\$1,760	2.09%	
				6	551,379	2,000	-	94,573	77,220	3,426	728,598		561,084	2,000	-	96,231	80,244	3,613	743,172	14,574	2.00%
												9,704	-	-	1,658	3,024	187	14,574			

CHARLES CITY COMMUNITY SCHOOL  
Non-union licensed staff  
2021-22 Contract Year  
Not on Teacher Salary Schedule

Licensed Staff Policies

		Prior Year		Current Year	
<b>FAMILY</b>	<b>95% plan</b>	12,870	\$504.00	13,374	3.9%
SINGLE	95% plan	6,840	\$264.00	7,104	3.9%
FAMILY	(Dental Ins)	88.60	\$0.78	89.38	0.9%
SINGLE	(Dental Ins)	29.00	\$2.36	31.36	8.1%

					2020-21					2021-22							
NAME					SALARY	FICA/ IPERS	HEALTH	LTD/ TERM LIFE DENTAL	TOTAL PACKAGE	% inc	SALARY	FICA/ IPERS	HEALTH	LTD/ TERM LIFE DENTAL	TOTAL PACKAGE	TOTAL PACKAGE INCREASE	
		Lane	step	FTE													
<b>Full time</b>																	
Caffrey, Dan *	Juv Court Liaison	BA	9	1.00	\$45,379	\$7,755	\$12,870	\$487	\$66,491	2.100%	\$46,332	\$7,918	\$13,374	\$517	\$68,141	\$1,650	2.48%
Klatt, Dan *	TAP coordinator				\$52,504	\$8,973	\$12,870	\$500	\$74,846	2.150%	\$53,633	\$9,166	\$13,374	\$530	\$76,703	\$1,856	2.48%
					\$97,883	\$16,728	\$25,740	\$986	\$141,337		\$99,965	\$17,084	\$26,748	\$1,047	\$144,843	\$3,506	2.48%

1. IPERS - 9.44% same  
2. 30 hrs to qualify as FT and benefits  
\* Not licensed as teacher so did not move to teacher costing. Switched to licensed staff benefits

**CHARLES CITY COMMUNITY SCHOOL**

3.9% Premium increase

**HOURLY WAGE INCREASE**
**0.48**

5/6/2021

**Admin Support Personnel**
**2021-22 Contract Year**
**Classified Staff Policy series**

		Prior Year	Current Year		
<b>FAMILY</b>	<b>95% plan</b>	17,160	\$672.00	17,832	3.9%
SINGLE	95% plan	6,840	\$264.00	7,104	3.9%
SINGLE	(Dental Ins)	29.00	\$2.36	31.36	8.1%

2019-20										2020-21							
NAME	# of days	Hrs per day	HOURLY WAGE	SALARY	FICA/ IPERS	HEALTH	LTD/ TERM LIFE DENTAL	TOTAL PACKAGE	% INC	HOURLY WAGE	SALARY	FICA/ IPERS	HEALTH **	LTD/ TERM LIFE DENTAL	TOTAL PACKAGE	TOTAL PACKAGE INCREASE	
Building adm support																	
Tudor, Jeanine	08/16/99	216	8.0	\$21.01	\$36,305.28	\$6,204.57	\$17,160.00	\$470.35	\$60,140.20	\$0.48	\$21.49	\$37,134.72	\$6,346.32	\$17,832.00	\$500.16	\$61,813.21	\$1,673.00 2.8%
Lynch, Donna	06/11/01	216	8.0	\$21.01	\$36,305.28	\$6,204.57	\$17,160.00	\$470.35	\$60,140.20	\$0.48	\$21.49	\$37,134.72	\$6,346.32	\$17,832.00	\$500.16	\$61,813.21	\$1,673.00 2.8%
Cummings, Keisha	04/08/19	216	8.0	\$20.96	\$36,218.88	\$6,189.81	\$6,840.00	\$470.19	\$49,718.88	\$0.48	\$21.44	\$37,048.32	\$6,331.56	\$7,104.00	\$500.01	\$50,983.88	\$1,265.00 2.5%
District Level adm support																	
Ritter, Julie	11/21/89	260	8.0	\$22.24	\$46,259.20	\$7,905.70	\$17,160.00	\$488.27	\$71,813.16	\$0.48	\$22.72	\$47,257.60	\$8,076.32	\$17,832.00	\$518.38	\$73,684.31	\$1,871.14 2.6%
Mitchell, Patricia	11/01/99	260	8.0	\$22.19	\$46,155.20	\$7,887.92	\$17,160.00	\$488.08	\$71,691.20	\$0.48	\$22.67	\$47,153.60	\$8,058.55	\$17,832.00	\$518.20	\$73,562.35	\$1,871.14 2.6%
Miller, Lisa	06/15/00	260	8.0	\$22.19	\$46,155.20	\$7,887.92	\$17,160.00	\$488.08	\$71,691.20	\$0.48	\$22.67	\$47,153.60	\$8,058.55	\$17,832.00	\$518.20	\$73,562.35	\$1,871.14 2.6%
Elsbernd, Paige	06/28/02	260	8.0	\$22.19	\$46,155.20	\$7,887.92	\$17,160.00	\$488.08	\$71,691.20	\$0.48	\$22.67	\$47,153.60	\$8,058.55	\$17,832.00	\$518.20	\$73,562.35	\$1,871.14 2.6%
Gaston, Sam *	07/01/13	173	8.0	\$21.94	\$30,364.96	\$5,189.37	\$6,840.00	\$459.66	\$42,853.99	\$0.48	\$22.42	\$31,029.28	\$5,302.90	\$7,104.00	\$489.17	\$43,925.36	\$1,071.37 2.5%
Carpenter, John	Technology	260	8.0	\$21.94	\$45,635.20	\$7,799.06	\$6,840.00	\$487.14	\$60,761.40	\$0.48	\$22.42	\$46,633.60	\$7,969.68	\$7,104.00	\$517.26	\$62,224.54	\$1,463.14 2.4%
Vanderwerf, Sarah	10/09/00	260	8.0	\$22.19	\$46,155.20	\$7,887.92	\$17,160.00	\$488.08	\$71,691.20	\$0.48	\$22.67	\$47,153.60	\$8,058.55	\$17,832.00	\$518.20	\$73,562.35	\$1,871.14 2.6%
Program Coordinators																	
Sickman, Karleen	MS interven	187	7.9	\$21.48	\$31,732.40	\$5,423.07	\$6,840.00	\$462.12	\$44,457.59	\$0.48	\$21.96	\$32,441.51	\$5,544.25	\$7,104.00	\$491.71	\$45,581.48	\$1,123.89 2.5%
Molstead, Julie	MS CCAP	187	7.9	\$21.48	\$31,732.40	\$5,423.07	\$6,840.00	\$462.12	\$44,457.59	\$0.48	\$21.96	\$32,441.51	\$5,544.25	\$7,104.00	\$491.71	\$45,581.48	\$1,123.89 2.5%
Interpreter																	
Smith, Susie	Interpretor	187	7.9	\$20.46	\$30,225.56	\$5,165.55	\$6,840.00	\$459.41	\$42,690.51	\$0.48	\$20.94	\$30,934.66	\$5,286.73	\$7,104.00	\$489.00	\$43,814.40	\$1,123.89 2.6%
Beaver, Annick	Interpretor	187	7.9	\$20.46	\$30,225.56	\$5,165.55	\$6,840.00	\$459.41	\$42,690.51	\$0.48	\$20.94	\$30,934.66	\$5,286.73	\$7,104.00	\$489.00	\$43,814.40	\$1,123.89 2.6%
				\$575,844.40	\$98,411.81	\$174,840.00	\$7,111.52	\$856,207.73				\$588,653.30	\$100,600.85	\$181,656.00	\$7,559.38	\$878,469.52	\$22,261.79 2.60%

1. IPERS - 9.44% same

2. 30 hrs to qualify for benefits

3. 50,000K term life policy and single dental

\*\* full family health is grandfather for adm support hired prior to July 1, 2006

Sick leave - 15 days all groups

\* Sam Gaston is part time bus driver - 4 hours per day for 174 days (school year) or 87 days at 8 hours are costed on the support worksheet

4. Julie Molstead- Virtual Stipend \$5,000 (Began 2018-2019 School Year)

## **Regular Meeting – April 12, 2021**

The Charles City Board of Education met in regular session on Monday, April 12, 2021 in the High School (HS) Library. President Mack called the meeting to order at 6:15 p.m. Present: Board members Freund (via zoom), Dight (via zoom), Rottinghaus and Bergland (via zoom) and Student members (via zoom) Ruzicka and Jones. Absent: None. Staff members present included Superintendent Fisher, Board Secretary O'Brien (via zoom), and Communication Director DeVore. Also in attendance (via zoom) James Grob, Charles City Press, and Evan Marten, incoming Board Secretary, Marcia DeVore, Lincoln Principal, Kara Shannon, Washington Principal, and Matt Gillaspie, Piper Sandler. There were eight students and staff attending in person.

The Mission/Vision statement was read by Student Director Jones.

(Rottinghaus/Dight) to approve the agenda as presented. Motion carried 5-0.

There was no public comment.

Superintendent Fisher reported District progress on the three Strategic goals: equity and achievement, culture and climate and facilities and infrastructure.

Strategic Goal 1: The five-year dropout rate is low. We can credit our staff for getting students across the stage. The Iowa Statewide Assessment of Student Progress (*ISASP*) testing is starting soon. We have completed the visionary stage of our equity strategic plan and will start on action steps. Tomorrow we should hear what our ESSER III funding will be. Larry Wolfe, HS associate principal, is transferring to become the new Innovative School Principal.

Strategic Goal 2: We are improving our strength and conditioning program by purchasing new equipment and coming soon, contracting strength and conditioning services. Our drama students worked with trained professionals to learn the operation of our new stage lighting. Joining us tonight via zoom is our new Director of Finance, Evan Marten.

Strategic Goal 3: We are developing a list of summer facility project work. The closing on the purchase of the HUD property near Comet Field is getting close. We will begin the installation of utilities in 1970 addition of the North Grand Building (NGB) soon.

Director Rottinghaus commented she has been working with High School students to obtain voter registration signatures and qualify for the Carrie Chapman Catt Award.

A Facilities committee report was received from Director Dight and a Communications and Public Relations committee report was received from Director Bergland.

The public hearing on the 2021-22 certified budget was called to order. There were no written or oral comments received in support of, or against any portion of the 2021-22 certified budget. The public hearing was closed.



Superintendent Fisher provided a Covid update. There was a slight uptick in Covid cases. We continue to follow County Public Health advice and require masks in the District.

Director Rottinghaus presented the ninth in a series of equity based professional development sessions on poverty. Board members watched videos prior to the meeting and discussed what information surprised or grabbed them.

Jim Lundberg, High School teacher, and three Future Farmers of America (FFA) students, Gillian Anderson, Sofie Nettleton and Ashlyn Hoeft, presented parts of their contest performance presentation for next week's FFA leadership conference. A video of students not able to attend the meeting due to other activities was shown.

Marie Conklin, Kellie Boggess and David Voves updated the Board on the Leader in Me (LIM) project. LIM is a school improvement model. We are using student's strengths and putting them in a leadership role. 100% of Washington students have a leadership role. A video was shown.

Joe Taylor, MS Principal, explained the process to select a new Middle School (MS) math curriculum. We have reviewed the HS curriculum just purchased and they are working to align the HS and elementary math programs. They hope to have a decision by May 1<sup>st</sup>.

Matt Gillaspie, Piper Sandler, attended the meeting via zoom to discuss and explain the proposals received on the sale of \$7,892,000 school infrastructure sales, services and use tax revenue refunding bonds. This bond would refinance the existing series 2013 and 2015 MS bond debt. There were four bids received from Key Government Finance, First Security Bank and Trust, Truist and Pinnacle Public Finance. The current bond interest rates range from 2.4% to 3.5% on the 2013 debt series and 2.52% on the 2015 debt series. The Board considered the financing proposals which were reviewed by the superintendent, board secretary and Piper Sandler, placement agent. First Security Bank and Trust, a local bank, offered a 1.37% interest rate which would result in a savings of \$509,060 over seven years or approximately \$70,000 per year. The savings would be freed up to spend on other school infrastructure projects.

(Freund/Dight) to approve a resolution directing the sale of \$7,892,000 school infrastructure sales, services and use tax revenue refunding bonds, series 2021, to First Security Bank and Trust of Charles City. Roll call vote. Motion carried 4-0. (Freund abstaining).

(Bergland/Freund) to approve the weight room equipment bid from Johnson Fitness & Wellness, quotes ending 856 & 791, totaling \$189,459.00 as presented. Tom Harskamp, Activities Director, prepared a list of weight room equipment needed for the Armory location along with students, coaches, and Synergy input. The list was sent to two consortiums, the National Co-op Program, awarded to Johnson Fitness & Wellness, and the Iowa Department of Administrative Services (DAS), awarded to Gopher Sports. Our bidding requirement would be fulfilled by using either of these consortium bids. The lower of the two bids was Johnson Fitness and Wellness. COVID funding will be used since it will provide distancing of student athletics while training. The anticipated delivery date is between 4 and 8 weeks, in time for fall sports. Motion carried 5-0.

(Dight/Freund) to approve the Comet field fencing bid from River City Fence for \$87,950 as presented. Jerry Mitchell, Director of Operations, sent out requests for proposal for the Comet Field Fencing project approved as part of the fiscal year 2021 projects. The project budget is \$80,000. Two bids were received, River City Fence and Cardis Fence & Iron Co. This includes removal of 4,000 feet of fence and installing 4,000 feet of 4' black fence. The fencing removed will be installed at the College Grounds field. Motion carried 5-0.

(Rottinghaus/Bergland) to approve the 2021-22 certified budget as recommended, 7% income surtax rate, and \$12.74537 property tax rate. The total property tax rate includes: \$10.64974 general fund levy; \$.56264 management fund levy; \$0.33 Board approved PPEL; and \$1.20299 voted PPEL levy. This is a 0% property tax increase. There is a 1% surtax increase from 6% to 7%. Motion carried 5-0.

(Dight/Freund) to accept the March 2021 financial reports as presented. Motion carried 5-0.

(Rottinghaus/Dight) to approve the consent agenda as presented.

- Approval of the minutes of the regular meetings held on March 8, 2021 and March 22, 2021 as presented.
- Approval of the April 2021 bills.
- Approval of the following resignations:

<b>Name</b>	<b>Position</b>	<b>Date Effective</b>
Victoria Brandon	Middle School Special Education Teacher	5/28/21
Leslie Staudt	9th grade Wrestling Coach	4/12/21
LeAnn Smith	Middle School Reading Teacher	5/28/21
Brian Bohlen	Assistant Varsity Football Coach	4/12/21
Mike Jung	9th grade Football Coach	4/12/21

- Approval of the following personnel appointments:

<b>Name</b>	<b>Position</b>	<b>Amount</b>	<b>Start Date</b>
Laura Smith	9th grade Softball Coach	\$ 2,675	4/12/21
Nanette Smith	Washington Elementary Principal	\$108,000	7/01/21

- Approval of the transfer of Larry Wolfe from HS Associate Principal to Innovative Campus Principal at \$100,000 effective 7/01/21.
- Approval of the Memorandum of Understanding with Luther College for the 2021-22 academic year for the student teacher education program as presented.

Motion carried 5-0.

<b>Vendor Name</b>	<b>Invoice Detail Description</b>	<b>Amount</b>
<b>Operating Fund:</b>		
Access Systems Leasing	Copier/Printer Maintenance	\$ 2,158.29
Access Systems	Interactive Boards/IC	\$ 24,140.50

Aces	Safety Net Backup/Tech Dept	\$ 1,002.00
Ag Vantage FS	LP Fuel/Bus Barn	\$ 1,684.51
Ahlers & Cooney, P.C.	Legal Services	\$ 601.00
Airgas USA	Cylinder Rent/HS/Spurgin	\$ 280.53
Amazon	Misc Supplies	\$ 5,861.44
Arnold Motor Supply	Parts/B & G	\$ 84.34
ASCD	Subscription/Voves	\$ 99.00
Atlantic Cocoa-Cola	Drinks/HS Smart Lunch Vending Machine	\$ 295.12
Avalon Center	Integrated Mental Health/February/March	\$ 3,116.00
Berends, Joel	Reimb Supplies	\$ 31.12
Best Buy Store	Ring Light/J DeVore	\$ 199.99
Big Click Syndicate LLC	School To You Coaching/Video Production Feedback	\$ 8,400.00
Bio-Rad	Inst Supp/HS/Hervol	\$ 126.61
BMI Supply	Lighting/NGB Auditorium	\$ 32,475.75
CarQuest Auto Parts	Parts/Bus Barn	\$ 176.74
Caseys General Store	Meals/Student Working Lunch/Sullivan	\$ 22.63
Central Preschool	Voluntary 3 & 4 Yr Old Program/March	\$ 3,861.35
Central Rivers Area Education Agency	Misc Printing Projects/J DeVore	\$ 127.70
Century Link	Long Distance	\$ 180.66
Century Link	Phone	\$ 2,974.74
Charles City Foster	Fostergrandparents Transit Tickets/1st & 2nd Qtr	\$ 232.00
Charles City Press	Reg & Special Session/Advertising Agreement	\$ 3,881.94
Chautauqua Guest Home	Instructor/Background Checks/CAN	\$ 3,490.00
City Laundering Co.	Towels/Bus Barn	\$ 73.14
City Of Charles City	Water	\$ 2,592.70
Color Grading	Filmmaker/J DeVore	\$ 199.00
Comet Bowl	Meals/Student Working Lunch/Sullivan	\$ 115.00
Cresco Building Services, Inc	Wall Panel & Window/B & G	\$ 2,025.00
Cyclone Awards & Engraving	Name Tags/J DeVore	\$ 30.25
Decker Sporting Goods	Toe Board/Discus Ring/Boys Track	\$ 459.20
Dell Marketing	Laptop/Tech Dept	\$ 790.00
Dick Blick Art Materials	Inst Supp/MS/M Hamm	\$ 283.40
Donovan Group Iowa, Llc	Communications Services/March	\$ 1,200.00
Doodly	Inst Supp/School To You/Voves	\$ 164.00

Ebay	Parts/B & G	\$ 61.51
Envato	License/J DeVore	\$ 68.00
ETA Hand 2 Mind	Inst Supp/School To You/Voves	\$ 209.70
Facebook	Advertising/J DeVore	\$ 99.96
Fareway Store	Misc Supplies	\$ 577.02
Fisher, Mike	Reimb Books	\$ 334.74
Flinn Scientific	Inst Supp/HS/Gomez	\$ 139.26
Follett School Solutions	Books/Wash & MS Library	\$ 638.14
FrSecure Llc	Security Program Road Map/Tech Dept	\$ 10,425.00
Gage Plumbing & Heating, Mick	Misc Supplies/B & G	\$ 319.67
GBC	Lamination Film/MS	\$ 150.33
Google	Advertising/J DeVore	\$ 293.32
Grainger	Misc Supplies/B & G	\$ 1,102.86
Holub, Julie	Reimb Supplies	\$ 63.52
Hy Vee	Misc Supplies	\$ 3,031.90
Iowa Communications Network	February/March Port Fee	\$ 881.50
Iowa Secretary Of State	Voters Listing/J DeVore	\$ 10.00
IXL Membership Services	Virtual Subscription/MS/Platte	\$ 60.00
John Deere Financial	Misc Supplies	\$ 603.23
Kami Notable Inc.	Subscription/MS/Smith	\$ 99.00
Kwik Trip	Fuel	\$ 5,688.61
L & J Welding	Misc Supplies	\$ 586.65
Laguna Tools	CNC Router Table/HS/White	\$ 14,993.25
Lakeshore Learning Materials	Inst Supp/Wash/Bailey	\$ 1,118.49
Learning Headphones	Inst Supp/Wash/Krueger	\$ 143.70
Lessin Supply Company	Misc Supplies	\$ 979.94
Mediacom	Internet/Alt HS	\$ 169.95
Mid American Energy Company	Electric	\$ 17,678.09
Midwest Bus Parts	Parts/Bus Barn	\$ 718.92
Mobile Defenders, Llc	LCD Touch Panel/Palmrests/Tech Dept	\$ 669.89

N2Y	Sp Ed Curriculum/MS/Linc/Wash	\$ 4,253.58
NAEA	National Convention/Linc/Hamm	\$ 159.00
Nassco	Vacuums/Extractor/Cleaning Supplies/B & G	\$ 7,758.17
North Iowa Lawn & Sports	Wheels/B & G	\$ 116.32
North Iowa Media Group	Globe Gazette Advertising/J DeVore	\$ 1,750.00
Northland Products Company	Oil/Bus Barn	\$ 960.36
NWEA	Map Accelerator/MS	\$ 2,500.00
O'Reilly Auto Parts	Misc Parts	\$ 916.47
One Source The Background Check	(9)Background Checks Company	\$ 326.00
Paper Corporation	Paper	\$ 3,321.50
Parsons, Angie	Husband Memorial	\$ 30.00
Pepper Of Minneapolis	Inst Supp/HS/Naumann	\$ 25.96
Performance Foodservice	Groceries/HS Home Ec/Comet Café	\$ 1,725.44
Perry Novak Electric	Supplies/B & G	\$ 70.65
Pitney Bowes	Postage For Meter Machine	\$ 2,913.58
Pitney Bowes	Meter Rent/Tape Strips For Postage Machine	\$ 374.01
Pizza Hut	Meals/Student Meeting/Fisher	\$ 20.00
Pizza Ranch	Meals/Student Meeting/J DeVore	\$ 146.00
Pollard	Pest Control	\$ 182.00
Quade, Tammy	Reimb Raffle Prizes	\$ 334.74
Rainbow Resource	Inst Supp/Homeschool	\$ 35.86
Retrofit Companies, The	Bulb Recycling/B & G	\$ 272.08
Rieman Music	Drums/(2)Sax/Clarinet/Supplies/MS/Boss	\$ 13,473.59
Sandy's Sign Shop	Misc Signs/Decals	\$ 2,521.30
School Bus Sales Company	Parts/Bus Barn	\$ 29.70
School Specialty	Inst Supp/Wash/Krueger	\$ 99.41
Schoolpay	School Pay Service Fee	\$ 12.48
Schueth Ace Hardware	Misc Supplies	\$ 655.67
Schultz Music	1/2 Sized Bass/HS/Naumann	\$ 1,650.00
Software Unlimited	Additional User/CO	\$ 199.00
Spurgin, Bret	Reimb Supplies	\$ 128.83
Square, Inc	Scanner/Register/HS/Sullivan	\$ 928.97

Staples Advantage	Misc Supplies	\$ 411.29
Subway Store	Raffle Prizes/Elem PTO	\$ 30.44
Superior Lumber	Misc Supplies	\$ 283.53
TCI	Social Studies Licenses/MS	\$ 4,061.95
Timberline Billing Service LLC	Medicaid Billing	\$ 2,016.60
Timeclock Plus	Timeclock Plus Licensing 4/1/21-6/31/22	\$ 5,400.00
Tink, Jesse	Leadership Coaching	\$ 1,500.00
Treasurer, State Of Iowa	Gambling Sales Tax Sweet Heart Raffle	\$ 667.00
Triumph Surplus	UPS	\$ 8.93
Truck Center	Misc Parts	\$ 7,216.20
US Cellular	Cell Phones/Hot Spots	\$ 1,792.62
USIC Locating Services, LLC	Iowa Locate/Tech Dept	\$ 477.64
Verizon	(25)Hot Spots/Tech Dept	\$ 500.25
Voves, David	Reimb Travel/Supplies	\$ 290.25
Walmart.Com	Inst Supp/MS/Smith	\$ 89.80
Webwise Solutions Inc	Google Adwords Mgmnt Feb/March/J DeVore	\$ 100.00
West Music Company	Inst Supp/IC/Leeper	\$ 205.94
White Pages	Subscription/J DeVore	\$ 25.67
Wood River Energy LLC	Gas	\$ 9,943.58
Wright Express	Fuel Card	\$ 4.00
Ziegler Inc	Parts/Bus Barn	\$ 164.84
<b>Student Activity Fund:</b>		
Amazon	SD Card/Reader/Drama/Conklin	\$ 250.09
Atlantic Cocoa-Cola	Concessions	\$ (136.15)
Cedar Falls High School	Entry Fee/Wrestling	\$ 100.00
Comet Bowl	Rent/Bowling	\$ 2,500.00
Costumer, The	Supplies/Drama/Conklin	\$ 55.93
Decker Sporting Goods	Misc Supplies	\$ 5,045.03
Dollar Tree	Supplies/HS SIAT	\$ 6.42
Drury Hotel	Lodging/Girls State Wrestling	\$ 743.46

Fareway Store	Supplies/FFA	\$ 145.09
Foster, Bryan	Boys Soccer Official	\$ 85.18
Gage Plumbing & Heating, Mick	Restroom Rent/Wildwood/Girls Xcountry	\$ 82.00
Graphic Edge	Singlets/Shorts/Boys Track	\$ 946.29
Hampton-Dumont-Cal	Entry Fee/Girls Track	\$ 100.00
Hy Vee	Concessions	\$ 6.28
Iowa High Schl Speech Asn	Reg/State Large Group	\$ 220.00
L & J Welding	Supplies/FFA	\$ 113.75
Mason City Comm. Schools	Boys Swimming Sharing Agreement 20-21	\$ 430.00
McKeag, Trudy	Reimb Supplies	\$ 36.00
New Hampton High School	Conference Dues/Athletics	\$ 250.00
Postville CSD	Judging/State Speech Contest	\$ 162.00
Pyt Sports, Inc	(2)On Deck Mats/Softball	\$ 1,830.00
Ramsay, Charlie	Boys Soccer Official	\$ 205.00
Rscool Today	Activity Scheduler Renewal/Athletics	\$ 595.00
Schoolpay	School Pay Service Fee	\$ 1.95
Staples Advantage	Supplies/Athletics	\$ 135.68
Synergy Physical Therapy And Sports, P.C.	Athletic Trainer Jan 2021-May	\$ 5,000.00
US Cellular	Cell Phone/Activities	\$ 138.24
Watkins, Brian	Boys Soccer Official	\$ 78.25
Watkins, Kim	Boys Soccer Official	\$ 148.25
Watson, Philip	Boys Soccer Official	\$ 75.18
Waverly Shell Rock HS	Entry Fee/Girls Track	\$ 100.00
<b>Management Fund:</b>		
Sisson And Associates	Add '19 Express & '21 Suburban	\$ 557.00
Local Option Sales Tax Fund:		

City Of Charles City	NGB Water	\$ 558.50
First Congregational Church	Carrie Lane Rent/April	\$ 420.00
Mid American Energy Company	NGB Electric	\$ 1,496.06
Wood River Energy LLC	NGB Gas	\$ 6,027.73
<b>Physical Plant &amp; Equipment:</b>		
Access Systems Leasing	Copier/Printer Maintenance	\$ 1,385.00
Countryside Construction II Inc.	Vehicle Shed/Maintenance Shed Deposit	\$ 16,784.51
Hewlett-Packard Financial Services Co.	Chromebook Lease	\$ 39,899.52
Marco	Lease Pay-Av Equipment/March	\$ 16,743.07
Veenstra & Kimm, Inc	Track Improvement Project	\$ 4,125.00
<b>School Nutrition Fund:</b>		
Gage Plumbing & Heating, Mick	Relief Valve/B & G	\$ 165.00
Grainger	Antifatigue Mat/FS	\$ 181.04
Hanes, Ann	Reimb Lunches	\$ 8.55
Hobert, Diane	Reimb Lunches	\$ 13.55
Larson Co., Gustave A.	Adapter/FS	\$ 16.40
Parts Town	Cleaning Pump/FS	\$ 401.08
Schoolpay	School Pay Service Fee	\$ 15.53
Taher	Operating Expenses/March	\$ 83,334.01
Total K12	Dining System Support	\$ 2,000.00
<b>Health Insurance Fund:</b>		
Blue Cross Blue Shield Of IA	March Billing	\$ 197,696.03
Group Benefit Partners, LLC	Consulting Services	\$ 7,500.00
<b>Custodial Fund:</b>		
Central Rivers Area Education Agency	Logo/Spirit Shop	\$ 16.00



Decker Sporting Goods	Shirts/Shorts/Hats/Caps/Jackets/Spirit Shop	\$ 3,866.00
H & H Screen Printing	Tshirts/Sweatshirts/Spirit Shop	\$ 2,507.00
Luft, Wendy	Reimb Socks/Spirit Shop	\$ 659.40

The Board identified some of the Big Ideas that came out of the Board meeting.

- All presentations given were well done.
- We should see a big savings on the MS debt refinancing.
- It is a great idea to expand the weight room access to the Middle School. We are putting COVID money to good use.

The enrollment summary for April 1 was received and discussed.

The Board discussed other important upcoming dates. The next regular Board meeting is scheduled for Monday, April 26, 2021.

(Dight/Rottinghaus) to adjourn to closed session as per 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 or to be kept confidential as a condition for that governmental body’s possession or continued receipt of federal funds.” The Board will review a confidential information technology security assessment report. Roll call vote. Motion carried 5-0.

Time In: 8:12 p.m.

Time Out: 9:15 p.m.

President Mack adjourned the meeting at 9:15 p.m.

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Approved

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Joshua Mack, President

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Terri O’Brien, Board Secretary

## **Regular Meeting – April 26, 2021**

The Charles City Board of Education met in regular session on Monday, April 26, 2021 in the High School (HS) Library. President Mack called the meeting to order at 6:15 p.m. Present: Board members Freund (via zoom), Dight (via zoom), Rottinghaus and Bergland (via zoom) and Student member (via zoom) Jones. Absent: Student member Ruzicka. Staff members present included Superintendent Fisher, Acting Board Secretary Elsbernd (via zoom), Director of Finance, Marten and Director of Communications DeVore. Also in attendance (via zoom) James Grob, Charles City Press. There were six others in attendance either in person or by zoom.

The Mission/Vision statement was read by Director Rottinghaus

(Dight/Rottinghaus) to approve the agenda as amended. Under committee reports a Facilities and SIAC report were added. Motion carried 5-0.

There was one public comment. Jen Hoeft, who has an eighth grader at Charles City Middle School, read a statement asking the school board to make face masks optional for all students.

Superintendent Fisher reported District progress on the three Strategic goals: equity and achievement, culture and climate and facilities and infrastructure.

Strategic Goal 1: The Iowa Statewide Assessment of Student Progress (*ISASP*) testing is currently underway. There is a negotiations session Wednesday morning at 8:00 a.m. The District is anticipating an agreement being finalized with both union groups.

Strategic Goal 2: Our strength and conditioning program new equipment is expected to be here August 1<sup>st</sup>. The contract for strength and conditioning services with Synergy Physical Therapy and Sports Medicine is on the agenda tonight. Kurt Walderbach from Synergy is joining us tonight via zoom to answer any questions the board may have.

Strategic Goal 3: A special thank you goes out to Laura Walker, Bryan Jurrens and Larry Wolfe for making this years Prom a success. Also all of the track workers making sure our home events run smoothly.

Director Rottinghaus commented she enjoyed the middle school play on Facebook last weekend.

Director Dight congratulated Ian Collins and the rest of the track participants for a job well done at the Drake Relays.

A Facilities committee report was received from Director Dight. A Negotiation & Compensation reports was received by Director Rottinghaus and a SIAC committee report was received from Director of Communications DeVore.

Superintendent Fisher provided a Covid update. Covid cases have remained low. We continue to follow County Public Health advice and require masks in the District. He understands some may not agree with the face masks policy, but we are trying to do the most good for the most people.

Pam Ost, The Learning Center (TLC) Director, gave the Board an update on TLC during this last year. They remained open the entire pandemic with the help of the school district providing meals to them during the summer. In March 2020 their enrollment went from 75 to 35 due to the pandemic. Today their enrollment is 100 with about 75 children attending daily. When they move to the North Grand Building they are anticipating their capacity to increase from 93 to between 165 and 185. The Board thanked TLC for their support to the students of the District.

Jenna Brumm, Heidi Osterhaus, and Jayme Sundby from Taher, presented the results of the food service survey that staff and students took. They also talked about the changes with food service due the District being on the Summer Food Service Program (SFSP) this entire school year. This program serves free meals to all students in the District. Jayme Sundby thanked outgoing Director of Finance, Terri O'Brien, for all of her work with them. The Board asked several questions.

Superintendent Fisher provided a hiring update. He showed the board a PowerPoint of the hiring process the District goes through with each and every hire. This helps make sure we are making the best possible hire for that position. The Board asked several questions.

(Freund/Bergland) to approve the 2021 graduates of the Charles City High School and Carrie Lane as presented. Roll call vote. Motion carried 5-0.

(Dight/Bergland) to approve the bid from Synergy Physical Therapy and Sports Medicine as presented in the bid. Tom Harskamp sent a request for bids to two athletic training service providers. One bid was received. This agreement will be paid out of covid money and the activities fund. Motion carried 5-0.

(Bergland/Dight) to approve the third extension to the Food Service Management Company agreement with Taher Inc. for \$3.57 per meal. Taher Inc. and the district have come to an agreement for 2021-2022 food management service. This is the third extension to the fixed price agreement which was originally approved in 2018. Motion carried 5-0.

(Rottinghaus/Dight) to approve a resolution appointing paying agent, bond registrar, and transfer agent, approving the paying agent, bond registrar and transfer agent agreement and authorize the execution of same, and approval of form of tax exemption certificate, and approval of the resolution for the issuance and providing for and securing the payment of the bonds. At the April 12th Board meeting the Board approved the bid from First Security Bank and Trust of Charles City for the refinancing of the 2013 and 2015 Middle School bond debt. Roll call vote Motion carried 4-0 (Freund abstaining).

(Rottinghaus/Freund) to approve the agreement with Levi Architecture for professional services on the North Grand Building renovation project at \$30,000 as presented. Dan Levi, Levi Architecture, has been consulting with The Learning Center for work on North Grand Building (NGB) modifications. After some careful consideration by Jerry Mitchell, the recommendation of the leadership is to put the NGB utility and HVAC work out to full bid and we have requested an agreement for their professional design and bidding services. The District has committed to

setting aside \$150,000 for five years or a total of \$750,000 for structural improvements and essential maintenance to the 1970 section of the NGB. Motion carried 5-0.

(Dight/Freund) to appoint Evan Marten as Board Secretary/Treasurer replacing Terri O'Brien for the remainder of the 2020-21 school year effective April 27, 2021. van Marten has started work as the new Director of Finance for the District. Director O'Brien will work with the new director until June 30, her last contract date. Motion carried 5-0.

The oath of office was administered to Marten by Acting Board Secretary Elsbernd.

(Rottinghaus/Dight) to approve the resolution setting dates for public hearing and bid letting and the proposed plans and specifications, form of contract, and estimate of cost for the High School Track Improvement Project. The HS Track improvement project was approved by the Board. Veenstra & Kimm, who was approved as the engineer on the project, have developed the plans, specifications and estimated cost on the project. The project includes all labor, materials and equipment necessary to construct the existing HS track under two contracts. Project to include excavation, earthwork and grading as needed, removal of approximately 4,950 SQ of existing synthetic rubber surfacing, approximately 600 LF of crack repairs, and miscellaneous associated work, including cleanup. The budget for the project is \$250,000. Motion carried 5-0.

(Freund/Rottinghaus) to approve the consent agenda as presented.

- Approval of the following resignations:

<b>Name</b>	<b>Position</b>	<b>Date Effective</b>
Katelyn Stultz	Assistant Middle School Drama	4/26/21

- Approval of the following personnel appointments:

<b>Name</b>	<b>Position</b>	<b>Amount</b>	<b>Start Date</b>
Shantel Rimmer	Middle School Track Student Supervisor	\$15.00/hr.	4/26/21
Amy Peterson	FT Paraeducator	\$15.09/hr.	4/27/21
Michelle Dohlman	Elementary School Counselor	*	8/12/21
Kyle Staudt	10 <sup>th</sup> Grade Football	*	8/1/21
Bethany Borklund	Special Education Nurse	*	8/12/21

\*amount and start date to be determined after the 2021-22 collective bargaining Agreement is approved.

- Approval of summer work assignments at \$9.00 per hour effective May 15, 2021: Kylie Adams, Wendy Labarge, Tim Labarge, Julie Tjabring, Bobbie Shultz, Jane Offerman, Kim Carman, and Sonja Cotton
- Approval of the Turning Leaf Counseling Agreement for the 2021-22 academic school year as presented.

Motion carried 5-0.

The Board identified some of the Big Ideas that came out of the Board meeting.

- Great insight of the hiring process
- TLC presentation was very nice to hear

- New Board Secretary Evan Marten is exciting
- Hearing about Prom and Drake Relays makes it seem like there is some sort of normal returning to students and staff. The Board has to consider the health of the students and they want what is best for all kids.

Director Rottinghaus read a letter that the Board received from a Kindergartener named Jack at Washington Elementary. He wrote a letter asking for basketball hoops on the playground. Director Rottinghaus announced the PTO will be paying for some basketball hoops.

The Board discussed other important upcoming dates. The next regular Board meeting is scheduled for Monday, May 10, 2021.

President Mack adjourned the meeting at 7:42 p.m.

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Approved

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Joshua Mack, President

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Paige Elsbernd, Acting Board Secretary

## **Special Meeting – April 30, 2021**

The Charles City Board of Education met in special session on Friday, April 30, 2021 in the Superintendent's Office in the North Grand Building. President Mack called the meeting to order via zoom at 12:00 p.m. Present via zoom: Board members Rottinghaus, Dight, Freund, and Bergland (arrived 12:02). Absent: Student board members Jones and Ruzicka. Staff members present included Superintendent Fisher, Board Secretary Evan Marten, and Communication Director DeVore. Two others were present via zoom.

(Dight/Rottinghaus) to approve the agenda as presented. Motion carried 5-0.

There was no public comment.

(Dight/Rottinghaus) to approve CCCEA master contract changes as recommended. The District reached a tentative agreement with the Charles City Community Education Association, teacher group. The agreement will advance the teacher step and lane and increase the regular program base by \$172 and \$195 to the Teacher Salary Supplement base pay. Health premiums increased 3.9% and Dental premiums increased 8.1% for a total package increase of 2.48%. Only wages were negotiated for 2021-22 since a three-year agreement on language was reached in 2019-20. Motion carried 5-0.

(Freund/Bergland) to approve CCCESA master contract changes and issue bus driver contracts as recommended. The District has reached a tentative agreement with the Charles City Community Educational Services Association, support staff group. The agreement advances the staff step and increases the wages .30 cents. The settlement is a 2.38% salary and a 2.60% total package increase which included a 3.9% increase to health insurance premiums. Only wages were negotiated for 2021-22 since a three-year agreement on language was reached in 2019-20. Motion carried 5-0

President Mack adjourned the meeting at 12:07 p.m.

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Approved

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Joshua Mack, President

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Evan Marten, Board Secretary

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
<b>Fund: 10 OPERATING FUND</b>			
ACCESS SYSTEMS	LEASING		
	COPIER/PRINTER/BUS BARN 4/15-5/14	28.99	
	COPIER/PRINTER/LINC 4/15-5/14	231.87	
	COPIER/PRINTER/WASH 4/15-5/14	405.24	
	COPIER/PRINTER/MS 4/15-5/14	347.81	
	COPIER/PRINTER/ALT HS 4/15-5/14	57.98	
	COPIER/PRINTER/HS 4/15-5/14	710.11	
	COPIER/PRINTER/IBN 4/15-5/14	57.98	
	COPIER/PRINTER/CO 4/15-5/14	231.34	
	COPIER/PRINTER/TECH DEPT 4/15-5/14	28.99	
	COPIER/PRINTER/HOMESCHOOL 4/15-5/14	57.98	
	<b>Vendor Total:</b>		<b>2,158.29</b>
ACCESS SYSTEMS			
	STAPLES/LINC	108.67	
ACCESS SYSTEMS			
	STAPLES/HS	108.67	
ACCESS SYSTEMS			
	STAPLES/HS	108.67	
ACCESS SYSTEMS			
	FAX OVERAGE/TECH DEPT	34.40	
	<b>Vendor Total:</b>		<b>360.41</b>
ACES			
	SAFETY NET BACKUP/TECH DEPT	501.00	
	<b>Vendor Total:</b>		<b>501.00</b>
AG VANTAGE FS, INC			
	ROUND UP/B & G	89.22	
AG VANTAGE FS, INC			
	LP CYLINDER/BUS BARN	20.52	
AG VANTAGE FS, INC			
	LP FUEL/BUS BARN	485.00	
	<b>Vendor Total:</b>		<b>594.74</b>
AHLERS & COONEY, P.C.			
	LEGAL SERVICES	775.50	
AHLERS & COONEY, P.C.			
	LEGAL SERVICES	1,160.00	
	<b>Vendor Total:</b>		<b>1,935.50</b>
AMAZON			
	INST SUPP/HS HOME EC	69.00	
AMAZON			
	CRISIS RESPONSE MATERIALS/MS/STAUDT	23.98	
AMAZON			
	SUPPLIES/NURSE	37.98	
AMAZON			
	TIME TO FLY SUPPLIES/HS/WHITE/EX IN ED	39.96	
AMAZON			
	INST SUPP/WASH/MOHS	49.82	
AMAZON			
	STUDENT INCENTIVES/MS/DETTMER	34.80	
AMAZON			
	(4) VACS/FILTERS/WASH/BOGGESS	1,043.36	
AMAZON			
	LEADING FROM SECOND CHAIR BOOK/FISHER	35.43	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>
AMAZON	INST SUPP/HS/WHITE	169.95
AMAZON	INST SUP/HS/GOMEZ	32.24
AMAZON	INST SUPP/WASH/BOGGESS	72.54
AMAZON	INST SUPP/HS/GOMEZ	19.98
AMAZON	WALL CLOCK/WASH/BOGGESS	36.09
AMAZON	INST SUPP/HS/JURRENS	37.00
AMAZON	BOOKS/POSTER/HS LIBRARY	29.53
AMAZON	TIME TO FLY SUPPLIES/HS/WHITE/EX IN ED	959.45
AMAZON	CORD ORGANIZERS/J DEVORE	4.99
AMAZON	INST SUPP/MS/HAMM	49.66
AMAZON	INST SUPP/HS/LUNDBERG	66.51
AMAZON	INST SUPP/LINC/STULTZ	103.93
AMAZON	INST SUPP/HS/JURRENS	43.98
AMAZON	MASKS/HS/NELSON	11.50
AMAZON	SUPPLIES/MS OFFICE	92.99
AMAZON	INST SUPP/HS/S DOWNING	286.28
AMAZON	MEMORY CARD/J DEVORE	52.40
AMAZON	BOOKS/POSTER/HS LIBRARY	12.49
AMAZON	BOOKS/POSTERS/HS LIBRARY	23.70
AMAZON	INST SUPP/MS/HAMM	7.97
AMAZON	SUPPLIES/WASH OFFICE	53.94
AMAZON	NOTEBOOKS/LINC	115.96
AMAZON	INST SUPP/LINC/ELLIOTT	39.98
AMAZON	STUDENT INCENTIVES/MS/DETTMER	31.57
AMAZON	CRISIS RESPONSE MATERIALS/MS/STAUDT	266.51
AMAZON	INST SUPP/HS/WHITE	79.98
AMAZON	BACKREST/ROOM PARTITIONS/MASKS/HS/NELSON	234.63



<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
AMAZON	INST SUPP/HS/WHITE	110.92	
AMAZON	INST SUPP/MS	51.26	
AMAZON	(2) WALL CLOCKS/WASH/BOGGESS	77.98	
AMAZON	FILE FOLDERS/LINC	20.73	
AMAZON	INST SUPP/HS/MCKEAG	23.98	
AMAZON	SUPPLIES/NURSE	144.40	
AMAZON	INST SUPP/WASH/ROTTLER	75.57	
AMAZON	INST SUPP/HS/JURRENS	145.40	
AMAZON	INST SUPP/HS/LUNDBERG	73.97	
AMAZON	INST SUPP/HS/GOMEZ	19.98	
AMAZON	(5) WALL CLOCKS/WASH/BOGGESS	184.29	
AMAZON	SUPPLIES/NURSE	194.05	
AMAZON	LEADING WITH A LIMP BOOK/FISHER	17.00	
AMAZON	INST SUPP/HS/LUNDBERG	169.99	
AMAZON	SUPPLIES/NURSE	14.94	
AMAZON	SWINGS/B & G	40.99	
AMAZON	SLIDING LOCKS/HS/JURRENS	71.96	
AMAZON	PESTICIDE APPLICATION SIGNS/B & G	210.20	
AMAZON	INST SUPP/HS/GOMEZ	59.94	
AMAZON	STUDENT INCENTIVES/MS/DETTMER	32.95	
AMAZON	INST SUPP/HS/GOMEZ	21.80	
AMAZON	BOOKS/POSTER/HS LIBRARY	68.73	
AMAZON	INST SUPP/HS/WHITE	133.16	
<b>Vendor Total:</b>		<b>6,234.27</b>	
ARNOLD MOTOR SUPPLY, LLP	PARTS/BUS BARN	34.19	
ARNOLD MOTOR SUPPLY, LLP	PARTS/BUS 11	22.18	
ARNOLD MOTOR SUPPLY, LLP	PARTS/BUS BARN	51.17	
<b>Vendor Total:</b>		<b>107.54</b>	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
ATI			
	BOILER CHEMICALS/B & G	227.39	
	<b>Vendor Total:</b>		<b>227.39</b>
AVALON CENTER			
	INTEGRATED MENTAL HEALTH/APRIL	1,312.00	
	<b>Vendor Total:</b>		<b>1,312.00</b>
BELL PIANO SERVICE			
	PIANO TUNING/HS/STURTEVANT	115.00	
BELL PIANO SERVICE			
	PIANO TUNING/HS/STURTEVANT	315.00	
	<b>Vendor Total:</b>		<b>430.00</b>
BOX OUT SPORTS			
	SUBSCRIPTION/J DEVORE	1,920.00	
	<b>Vendor Total:</b>		<b>1,920.00</b>
BREITBACH CHIROPRACTIC			
	PHYSICAL/P KILBY	75.00	
BREITBACH CHIROPRACTIC			
	PHYSICAL/BAHE	75.00	
BREITBACH CHIROPRACTIC			
	PHYSICAL/BLAIR	75.00	
BREITBACH CHIROPRACTIC			
	PHYSICAL/AIRD	75.00	
BREITBACH CHIROPRACTIC			
	PHYSICAL/MARVIN	75.00	
	<b>Vendor Total:</b>		<b>375.00</b>
CARQUEST AUTO PARTS OF CC			
	PARTS/BUS 1	33.95	
CARQUEST AUTO PARTS OF CC			
	PARTS/BUS 1	9.79	
CARQUEST AUTO PARTS OF CC			
	PARTS/BUS 1	11.72	
CARQUEST AUTO PARTS OF CC			
	PARTS/BUS 18	11.72	
CARQUEST AUTO PARTS OF CC			
	PARTS/BUS BARN	2.91	
CARQUEST AUTO PARTS OF CC			
	PARTS/BUS 3	19.76	
	<b>Vendor Total:</b>		<b>89.85</b>
CEDAR RIVER PIZZA COMPANY			
	PIZZAS/END OF SEASON/COMET CAFE	98.00	
	<b>Vendor Total:</b>		<b>98.00</b>
CENTRAL LOCK SECURITY			
	DEADLOCKS/B & G	691.00	
CENTRAL LOCK SECURITY			
	KEYS/B & G	45.00	
CENTRAL LOCK SECURITY			
	NGB SERVICE CALL/B & G	104.00	
	<b>Vendor Total:</b>		<b>840.00</b>
CENTRAL PRESCHOOL			
	VOLUNTARY 3 & 4 YR OLD PROGRAM/APRIL	3,861.35	
	<b>Vendor Total:</b>		<b>3,861.35</b>
CENTRAL RIVERS AREA EDUCATION AGENCY			
	CALENDAR BRANDING/J DEVORE	15.17	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	SPANISH WAY OF LIFE POSTER/J DEVORE	12.00	
CENTRAL RIVERS AREA EDUCATION AGENCY			
	INST SUPP/MS/A RAHMILLER	63.67	
	<b>Vendor Total:</b>		<b>90.84</b>
CHARLES CITY PRESS			
	REG SESSION 4/12/21	298.72	
CHARLES CITY PRESS			
	REG SESSION 4/26/21	122.62	
	<b>Vendor Total:</b>		<b>421.34</b>
CHIPAWAY GLASS REPAIR			
	GLASS/BUS 4	150.00	
	<b>Vendor Total:</b>		<b>150.00</b>
CIRCLE K ELECTRONICS			
	(10) RADIOS/BUS BARN	2,750.00	
CIRCLE K ELECTRONICS			
	RADIOS/CABINET/MISC/BUS BARN	1,878.14	
	VHF RADIO REPEATER BALANCE/BUS BARN	1,375.00	
	LINC RADIO W/BASE STATION/BUS BARN	521.00	
	WASH RADIO W/BASE STATION/BUS BARN	521.00	
	<b>Vendor Total:</b>		<b>7,045.14</b>
CITY LAUNDERING CO.			
	TOWELS/BUS BARN	73.14	
	<b>Vendor Total:</b>		<b>73.14</b>
COMET BOWL			
	BOWLING/HOMESCHOOL	86.45	
	<b>Vendor Total:</b>		<b>86.45</b>
CYCLONE AWARDS & ENGRAVING INC.			
	(4) NAME TAGS/J DEVORE	30.25	
	<b>Vendor Total:</b>		<b>30.25</b>
DARRIN CROW-TALESPINNER & TROUBADOUR			
	STORYTELLING PROGRAM/LINC	350.00	
	<b>Vendor Total:</b>		<b>350.00</b>
DECKER SPORTING GOODS			
	REGARDLESS TSHIRT/J DEVORE	10.00	
	<b>Vendor Total:</b>		<b>10.00</b>
DONOVAN GROUP IOWA, LLC			
	COMMUNICATIONS SERVICES/APRIL	1,200.00	
	<b>Vendor Total:</b>		<b>1,200.00</b>
EWALU			
	ROCK CLIMBING/HS/PITTMAN	425.00	
	<b>Vendor Total:</b>		<b>425.00</b>
FAREWAY STORE			
	GROCERIES/COMET CAFE	93.80	
FAREWAY STORE			
	GROCERIES/HS HOME EC	7.16	
FAREWAY STORE			
	GROCERIES/HS HOME EC	290.84	
	GROCERIES/COMET CAFE	65.20	
FAREWAY STORE			
	GROCERIES/COMET CAFE	33.35	
FAREWAY STORE			
	GROCERIES/COMET CAFE	25.18	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
FAREWAY STORE			
	GROCERIES/HS HOME EC	9.96	
	<b>Vendor Total:</b>		<b>525.49</b>
FLOYD COUNTY ENGINEER			
	SAND & SALT MIX/B & G	475.67	
	<b>Vendor Total:</b>		<b>475.67</b>
GAGE PLUMBING & HEATING, MICK			
	CREDIT/B & G	(24.06)	
GAGE PLUMBING & HEATING, MICK			
	FAUCET/B & G	52.30	
	<b>Vendor Total:</b>		<b>28.24</b>
GRAINGER			
	WATER COOLER/B & G	1,268.14	
GRAINGER			
	(2) CHANGING STATIONS/B & G	632.78	
GRAINGER			
	EXT CORDS/B & G	118.82	
	<b>Vendor Total:</b>		<b>2,019.74</b>
HAPARA			
	21-23 INSTRUCTIONAL MANAGEMENT SUITE/MS	4,998.00	
	<b>Vendor Total:</b>		<b>4,998.00</b>
HY VEE			
	SNACKS/MS ISAP TESTING	119.88	
HY VEE			
	GROCERIES/HS HOME EC	26.01	
HY VEE			
	GROCERIES/HS HOME EC	17.62	
HY VEE			
	GROCERIES/HS HOME EC	41.43	
HY VEE			
	SNACKS/MS ISAP TESTING	186.48	
HY VEE			
	GROCERIES/HS HOME EC	13.76	
HY VEE			
	GROCERIES/HS HOME EC	137.99	
HY VEE			
	GROCERIES/HS HOME EC	181.62	
HY VEE			
	GROCERIES/HS HOME EC	171.00	
HY VEE			
	GROCERIES/HS HOME EC	8.05	
HY VEE			
	GROCERIES/HS HOME EC	57.92	
HY VEE			
	SUPPLIES/HS	6.38	
HY VEE			
	GROCERIES/HS HOME EC	24.56	
HY VEE			
	SUPPLIES/HS	29.73	
HY VEE			
	GROCERIES/COMET CAFE	142.35	
HY VEE			
	SUPPLIES/DAILY GRIND	28.73	
HY VEE			

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	GROCERIES/COMET CAFE	302.85	
HY VEE			
	GROCERIES/COMET CAFE	137.18	
HY VEE			
	GROCERIES/COMET CAFE	9.98	
HY VEE			
	GROCERIES/COMET CAFE	69.05	
HY VEE			
	GROCERIES/COMET CAFE	1.49	
HY VEE			
	GROCERIES/COMET CAFE	598.14	
HY VEE			
	GROCERIES/HS HOME EC	113.24	
HY VEE			
	GROCERIES/HS HOME EC	179.11	
HY VEE			
	GROCERIES/HS HOME EC	141.88	
HY VEE			
	GROCERIES/HS HOME EC	76.55	
HY VEE			
	GROCERIES/HS HOME EC	2.00	
HY VEE			
	GROCERIES/HS HOME EC	312.98	
	<b>Vendor Total:</b>	<b>3,137.96</b>	
i3VERTICALS			
	ANNUAL MAINTENANCE/TECH DEPT	1,000.00	
	<b>Vendor Total:</b>	<b>1,000.00</b>	
INSECT LORE			
	INST SUPP/WASH/BAILEY	192.45	
	<b>Vendor Total:</b>	<b>192.45</b>	
IOWA COMMUNICATIONS NETWORK			
	APRIL PORT FEE	440.75	
	<b>Vendor Total:</b>	<b>440.75</b>	
IOWA DEPARTMENT OF HUMAN SERVICES			
	MARCH 2021 NON FEDERAL SHARE OF MEDICAID	15,502.97	
IOWA DEPARTMENT OF HUMAN SERVICES			
	APRIL 2021 NON FEDERAL SHARE OF MEDICAID	20,862.83	
	<b>Vendor Total:</b>	<b>36,365.80</b>	
JENDRO SANITATION			
	APRIL SERVICES	1,586.00	
	<b>Vendor Total:</b>	<b>1,586.00</b>	
JOHN DEERE FINANCIAL			
	INST SUPP/HS/SPURGIN	15.92	
JOHN DEERE FINANCIAL			
	INST SUPP/HS/SPURGIN	27.14	
JOHN DEERE FINANCIAL			
	INST SUPP/HS/SPURGIN	4.99	
JOHN DEERE FINANCIAL			
	INST SUPP/HS/SPURGIN	9.99	
JOHN DEERE FINANCIAL			
	INST SUPP/HS/SPURGIN	18.99	
JOHN DEERE FINANCIAL			
	INST SUPP/HS/SPURGIN	4.66	
JOHN DEERE FINANCIAL			

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>
	INST SUPP/HS/SPURGIN	7.90
JOHN DEERE FINANCIAL		
	CUTTING WHEELS/CENTRAL SERVICE/B & G	9.48
JOHN DEERE FINANCIAL		
	CUTTING WHEEL/CENTRAL SERVICE/B & G	2.99
JOHN DEERE FINANCIAL		
	SUPPLIES/B & G	9.96
JOHN DEERE FINANCIAL		
	INST SUPP/HS/SPURGIN	169.91
JOHN DEERE FINANCIAL		
	WD40/STAPLER/STAPLES/B & G	63.75
JOHN DEERE FINANCIAL		
	INST SUPP/HS/SPURGIN	23.70
JOHN DEERE FINANCIAL		
	DRAIN CLEANER/SCREWS/B & G	25.41
JOHN DEERE FINANCIAL		
	BULBS/TAPE/B & G	10.78
JOHN DEERE FINANCIAL		
	DE-THATCHER/B & G	119.99
JOHN DEERE FINANCIAL		
	BULBS/B & G	15.98
JOHN DEERE FINANCIAL		
	INST SUPP/HS/SPURGIN	13.98
JOHN DEERE FINANCIAL		
	GLUE/B & G	2.99
JOHN DEERE FINANCIAL		
	BATTERY/DRILL BITS/B &	100.06
JOHN DEERE FINANCIAL		
	SPREADER/B & G	59.99
JOHN DEERE FINANCIAL		
	INST SUPP/HS/SPURGIN	42.45
JOHN DEERE FINANCIAL		
	CORDS/PAINT/B & G	70.92
JOHN DEERE FINANCIAL		
	INST SUPP/HS/SPURGIN	24.64
JOHN DEERE FINANCIAL		
	INST SUPP/HS/SPURGIN	2.68
JOHN DEERE FINANCIAL		
	INST SUPP/HS/SPURGIN	27.84
JOHN DEERE FINANCIAL		
	INST SUPP/HS/SPURGIN	6.58
JOHN DEERE FINANCIAL		
	INST SUPP/HS/SPURGIN	3.29
JOHN DEERE FINANCIAL		
	OIL/SPRAYERS/WD40/B & G	68.96
JOHN DEERE FINANCIAL		
	SCREWDRIVERS/B & G	13.78
JOHN DEERE FINANCIAL		
	POSTS/B & G	89.70
JOHN DEERE FINANCIAL		
	PARTS/BUS BARN	55.01
JOHN DEERE FINANCIAL		
	TIE DOWN/B & G	13.99
JOHN DEERE FINANCIAL		

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	TRIMMER HEAD/B & G	32.99	
JOHN DEERE FINANCIAL			
	PRESSURE SWITCH/B & G	26.99	
JOHN DEERE FINANCIAL			
	OUTLET STRIP/EXT CORD/J DEVORE	29.98	
JOHN DEERE FINANCIAL			
	SCRAPER/B & G	8.79	
JOHN DEERE FINANCIAL			
	SIGN/SUPPLIES/B & G	22.96	
JOHN DEERE FINANCIAL			
	BATTERY CHARGER/BUS BARN	54.99	
JOHN DEERE FINANCIAL			
	INST SUPP/HS/SPURGIN	22.91	
JOHN DEERE FINANCIAL			
	TIRES/B & G	221.98	
JOHN DEERE FINANCIAL			
	INST SUPP/HS/SPURGIN	20.60	
	<b>Vendor Total:</b>	<b>1,580.59</b>	
KELSEY HAMMER PRODUCTIONS, LLC			
	VIDEO PRODUCTION/J DEVORE	1,590.00	
	<b>Vendor Total:</b>	<b>1,590.00</b>	
KEYSTONE LABORATORIES INC			
	WASH WATER TEST	12.50	
	<b>Vendor Total:</b>	<b>12.50</b>	
KOENIGSFELD, CARRIE			
	REIMB SUPPLIES	25.00	
	<b>Vendor Total:</b>	<b>25.00</b>	
LANDMARK LAUNDRY			
	LINENS/COMET CAFE DINNER	75.25	
	<b>Vendor Total:</b>	<b>75.25</b>	
LESSIN SUPPLY COMPANY			
	PARTS/BUS BARN	17.00	
LESSIN SUPPLY COMPANY			
	STEEL RODS/B & G	15.36	
LESSIN SUPPLY COMPANY			
	PARTS/BUS BARN	90.82	
LESSIN SUPPLY COMPANY			
	PARTS/BUS BARN	12.63	
	<b>Vendor Total:</b>	<b>135.81</b>	
MASON CITY COMM. SCHOOLS			
	TUITION/HS STUDENT	433.84	
	<b>Vendor Total:</b>	<b>433.84</b>	
MID WEST ROOFING COMPANY			
	HS ROOF REPAIR/B & G	268.88	
	<b>Vendor Total:</b>	<b>268.88</b>	
MIDWEST BUS PARTS, INC			
	PARTS/BUS 18	81.47	
MIDWEST BUS PARTS, INC			
	PARTS/BUS 12	38.62	
MIDWEST BUS PARTS, INC			
	PARTS/BUS 14	61.75	
MIDWEST BUS PARTS, INC			
	PARTS/BUS 16	245.21	
MIDWEST BUS PARTS, INC			

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	PARTS/BUS 16	39.26	
MIDWEST BUS PARTS, INC			
	PARTS/BUS 13	129.35	
MIDWEST BUS PARTS, INC			
	PARTS/BUS BARN	187.67	
	<b>Vendor Total:</b>		<b>783.33</b>
MIKE'S C & O TIRE SERVICE			
	TIRE REPAIR/BUS BARN	71.28	
	<b>Vendor Total:</b>		<b>71.28</b>
MOBILE DEFENDERS, LLC			
	(50) PANELS/TECH DEPT	1,999.50	
	(50) ADAPTERS/TECH DEPT	1,249.50	
	<b>Vendor Total:</b>		<b>3,249.00</b>
NASSCO			
	CLEANING SUPPLIES/B & G	15.80	
NASSCO			
	CLEANING SUPPLIES/B & G	145.38	
NASSCO			
	CLEANING SUPPLIES/B & G	193.84	
NASSCO			
	CLEANING SUPPLIES/B & G	27.25	
NASSCO			
	(3) SCRUBBERS/MS/B & G	1,705.29	
NASSCO			
	SWEEPER/MS/B & G	2,207.92	
NASSCO			
	SWEEPER/LINC/B & G	2,207.92	
NASSCO			
	SWEEPER/WASH/B & G	2,207.92	
NASSCO			
	(2) NANO EDGE VAC/MS/B & G	1,525.82	
NASSCO			
	RIDE ON SCRUBBER/WASH/B & G	9,251.60	
NASSCO			
	RIDE ON SCRUBBER/LINC/B & G	9,251.60	
NASSCO			
	OPTIMA XR/B & G	3,944.00	
NASSCO			
	CLEANING SUPPLIES/B & G	112.56	
NASSCO			
	CLEANING SUPPLIES/B & G	30.47	
NASSCO			
	CLEANING SUPPLIES/B & G	951.30	
NASSCO			
	CLEANING SUPPLIES/B & G	822.83	
NASSCO			
	CLEANING SUPPLIES/B & G	20.12	
NASSCO			
	CLEANING SUPPLIES/B & G	66.06	
NASSCO			
	CLEANING SUPPLIES/B & G	174.47	
NASSCO			
	CLEANING SUPPLIES/B & G	265.04	
NASSCO			



<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	CLEANING SUPPLIES/B & G	1,097.29	
NASSCO			
	CLEANING SUPPLIES/B & G	40.24	
NASSCO			
	CLEANING SUPPLIES/B & G	888.60	
	<b>Vendor Total:</b>		<b>37,153.32</b>
NORTH IOWA LAWN & SPORTS			
	TRIMMER HEAD/B & G	26.99	
	<b>Vendor Total:</b>		<b>26.99</b>
O'REILLY AUTO PARTS			
	CREDIT/BUS BARN	(42.01)	
O'REILLY AUTO PARTS			
	PARTS/BUS 21	10.19	
O'REILLY AUTO PARTS			
	PARTS/BUS BARN	8.99	
O'REILLY AUTO PARTS			
	PARTS/BUS BARN	73.16	
O'REILLY AUTO PARTS			
	PLIERS/BUS BARN	26.99	
O'REILLY AUTO PARTS			
	PARTS/WHITE SUBURBAN	5.81	
O'REILLY AUTO PARTS			
	PARTS/BUS 1	12.42	
O'REILLY AUTO PARTS			
	PARTS/BUS BARN	7.80	
O'REILLY AUTO PARTS			
	PARTS/BUS BARN	15.98	
O'REILLY AUTO PARTS			
	PARTS/BUS 12	19.56	
O'REILLY AUTO PARTS			
	PARTS/BUS 11	19.56	
O'REILLY AUTO PARTS			
	PARTS/BUS 18	19.98	
O'REILLY AUTO PARTS			
	PARTS/BUS 12	9.49	
O'REILLY AUTO PARTS			
	PARTS/VAN E	27.71	
O'REILLY AUTO PARTS			
	PARTS/BUS 20	2.86	
O'REILLY AUTO PARTS			
	PARTS/BUS 20	23.49	
O'REILLY AUTO PARTS			
	PARTS/BUS 20	5.36	
O'REILLY AUTO PARTS			
	PARTS/BUS 8	7.19	
	<b>Vendor Total:</b>		<b>254.53</b>
ONE SOURCE THE BACKGROUND CHECK COMPANY			
	(10) BACKGROUND CHECKS	285.00	
	<b>Vendor Total:</b>		<b>285.00</b>
ORIENTAL TRADING CO INC			
	STUDENT INCENTIVES/WASH/MEAD	126.75	
	<b>Vendor Total:</b>		<b>126.75</b>
PAGE, RACHEL			

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	REIMB BINGO INCENTIVES	112.96	
	<b>Vendor Total:</b>		<b>112.96</b>
PASCO SCIENTIFIC			
	INST SUPP/HS/GOMEZ	184.00	
	<b>Vendor Total:</b>		<b>184.00</b>
PEPPER OF MINNEAPOLIS			
	INST SUPP/HS/NAUMANN	27.99	
PEPPER OF MINNEAPOLIS			
	INST SUPP/HS/NAUMANN	18.00	
	<b>Vendor Total:</b>		<b>45.99</b>
PERRY NOVAK ELECTRIC			
	BOX/COVER/B & G	3.72	
	<b>Vendor Total:</b>		<b>3.72</b>
PHONAK			
	AUDIO SHOES/MS	119.99	
	<b>Vendor Total:</b>		<b>119.99</b>
PITNEY BOWES			
	POSTAGE FOR METER MACHINE	145.54	
	<b>Vendor Total:</b>		<b>145.54</b>
POLLARD			
	PEST CONTROL/HS	57.20	
	PEST CONTROL/MS	41.60	
	PEST CONTROL/LINC	41.60	
	PEST CONTROL/WASH	41.60	
	<b>Vendor Total:</b>		<b>182.00</b>
QUADE, TAMMY			
	REIMB PIZZAS/RAFFLE TICKET INCENTIVE	17.98	
QUADE, TAMMY			
	REIMB MEALS/TEACHER APPRECIATION	600.00	
	<b>Vendor Total:</b>		<b>617.98</b>
RIEMAN MUSIC			
	INST SUPP/MS/BOSS	19.78	
	<b>Vendor Total:</b>		<b>19.78</b>
ROFFMAN BAND SERVICE			
	INST SUPP/MS/BOSS	185.92	
ROFFMAN BAND SERVICE			
	EUPHONIUM REPAIR/MS/BOSS	65.00	
ROFFMAN BAND SERVICE			
	EUPHONIUM REPAIR/MS/BOSS	73.40	
	<b>Vendor Total:</b>		<b>324.32</b>
SAI			
	2021 NEW ADMIN INSTITUTE/MS/SULLIVAN	110.00	
	<b>Vendor Total:</b>		<b>110.00</b>
SANDY'S SIGN SHOP			
	(53) TEACHER NAME SIGNS/J DEVORE	318.00	
SANDY'S SIGN SHOP			
	RETIREE SIGNS/J DEVORE	52.00	
SANDY'S SIGN SHOP			
	LINC SIGNS/J DEVORE	854.00	
	COLLEGE GROUNDS SIGNS/J DEVORE	305.00	
	<b>Vendor Total:</b>		<b>1,529.00</b>
SCHOOL BUS SALES COMPANY			
	PARTS/BUS 11	146.06	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
SCHOOL BUS SALES COMPANY	PARTS/BUS 12	115.97	
SCHOOL BUS SALES COMPANY	PARTS/BUS 16	274.37	
SCHOOL BUS SALES COMPANY	PARTS/BUS 16	9.21	
<b>Vendor Total:</b>		<b>545.61</b>	
SCHUETH ACE HARDWARE	DUCT TAPE/B & G	7.19	
SCHUETH ACE HARDWARE	FLEX/COUPLE/B & G	18.87	
SCHUETH ACE HARDWARE	FERTILIZER/B & G	61.98	
SCHUETH ACE HARDWARE	FERTILIZER/B & G	61.98	
SCHUETH ACE HARDWARE	FERTILIZER/B & G	61.98	
SCHUETH ACE HARDWARE	FERTILIZER/B & G	61.98	
SCHUETH ACE HARDWARE	FERTILIZER/B & G	61.98	
SCHUETH ACE HARDWARE	FERTILIZER/B & G	61.98	
SCHUETH ACE HARDWARE	FERTILIZER/B & G	61.98	
SCHUETH ACE HARDWARE	FERTILIZER/B & G	61.98	
SCHUETH ACE HARDWARE	FERTILIZER/B & G	61.98	
SCHUETH ACE HARDWARE	FERTILIZER/B & G	61.98	
SCHUETH ACE HARDWARE	FERTILIZER/B & G	61.98	
SCHUETH ACE HARDWARE	FERTILIZER/B & G	61.98	
SCHUETH ACE HARDWARE	LEAK DETECTOR/NIPPLES/LEVER/B & G	33.25	
SCHUETH ACE HARDWARE	FUSE/B & G	17.99	
SCHUETH ACE HARDWARE	ELBOW/COUPLE/BOX COVER/B & G	62.36	
SCHUETH ACE HARDWARE	KEYS/B & G	8.06	
SCHUETH ACE HARDWARE	CONCRETE MIX/B & G	17.96	
SCHUETH ACE HARDWARE	ELBOWS/CONDUIT/LOCKNUT/B & G	24.70	
SCHUETH ACE HARDWARE	COUPLE/SCREWS/B & G	14.34	
SCHUETH ACE HARDWARE	CLAMP/COUPLE/ELBOW/B & G	11.30	
SCHUETH ACE HARDWARE	SPRAYER/B & G	6.29	
SCHUETH ACE HARDWARE	WIRE PULLING LUBE/B & G	7.19	
SCHUETH ACE HARDWARE	BOX COVERS/B & G	6.72	
SCHUETH ACE HARDWARE			

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	PLUMBING SUPPLIES/B & G	15.29	
SCHUETH ACE HARDWARE			
	CONDUIT/COUPLE/B & G	53.76	
SCHUETH ACE HARDWARE			
	ELECTRICAL TAPE/CONNECTORS/STAGE LIGHTS	11.68	
SCHUETH ACE HARDWARE			
	COUPLE/FILTER KIT/STAGE LIGHT	42.69	
SCHUETH ACE HARDWARE			
	KEY/B & G	1.61	
SCHUETH ACE HARDWARE			
	FLEX CONN/B & G	1.34	
SCHUETH ACE HARDWARE			
	WASHERS/B & G	2.68	
SCHUETH ACE HARDWARE			
	FLEX CONN/STAGE LIGHTS	5.36	
SCHUETH ACE HARDWARE			
	DIESEL CAN/B & G	26.99	
SCHUETH ACE HARDWARE			
	COPPER TUBE/B & G	6.72	
SCHUETH ACE HARDWARE			
	BOLT SNAP/B & G	8.09	
SCHUETH ACE HARDWARE			
	PAINT/SUPPLIES/INNOVATIVE CAMPUS	102.54	
SCHUETH ACE HARDWARE			
	HARDWARE/B & G	0.20	
SCHUETH ACE HARDWARE			
	ID TAGS/DISTRICT VEHICLES	9.39	
SCHUETH ACE HARDWARE			
	CAP/COUPLE/CLAMP/PIPE/B & G	7.11	
SCHUETH ACE HARDWARE			
	SCREWS/NUTSETTERS/CENTRAL OFFICE	26.05	
	<b>Vendor Total:</b>	<b>1,177.52</b>	
SOCIAL THINKING			
	INST SUPP/WASH/HEEREN	128.05	
	<b>Vendor Total:</b>	<b>128.05</b>	
SPURGIN, BRET			
	REIMB SUPPLIES	35.85	
	<b>Vendor Total:</b>	<b>35.85</b>	
SUPERIOR LUMBER INC			
	LUMBER/B & G	20.58	
SUPERIOR LUMBER INC			
	LUMBER/B & G	20.50	
SUPERIOR LUMBER INC			
	LUMBER/SCREWS/B & G	101.02	
SUPERIOR LUMBER INC			
	LIFT RENT/B & G	175.00	
SUPERIOR LUMBER INC			
	BRACKETS//LUMBER/B & G	35.90	
SUPERIOR LUMBER INC			
	LUMBER/SCREWS/JOISTS/CENTRAL SERVICE	11,289.32	
SUPERIOR LUMBER INC			
	LUMBER/MISC/WASHINGTON SHED	1,986.29	
	<b>Vendor Total:</b>	<b>13,628.61</b>	
TEACHING TEXTBOOKS DISTRIBUTION			

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	INST SUPP/HOMESCHOOL	18.03	
	<b>Vendor Total:</b>	<b>18.03</b>	
TRUCK CENTER			
	PARTS/BUS BARN	319.23	
	<b>Vendor Total:</b>	<b>319.23</b>	
TUDOR, JEANINE			
	REIMB POPCORN	55.86	
	<b>Vendor Total:</b>	<b>55.86</b>	
USIC LOCATING SERVICES, LLC			
	IOWA LOCATE/TECH DEPT	238.82	
	<b>Vendor Total:</b>	<b>238.82</b>	
WAVERLY-SHELL ROCK COMMUNITY SCHOOLS			
	LIED CENTER TUITION	30,199.62	
	LIED CENTER TUITION	1,232.37	
	LIED CENTER TUITION	1,618.60	
	LIED CENTER TUITION	1,197.91	
	LIED CENTER TUITION	2,482.57	
	LIED CENTER TUITION	453.60	
	LIED CENTER TUITION	940.05	
	LIED CENTER TUITION	11,435.40	
	LIED CENTER TUITION	466.65	
	LIED CENTER TUITION	612.90	
	<b>Vendor Total:</b>	<b>50,639.67</b>	
WILSON, JEREMY			
	REIMB SUPPLIES	54.23	
	<b>Vendor Total:</b>	<b>54.23</b>	
WRIGHT EXPRESS			
	CO GAS CARD	4.00	
	<b>Vendor Total:</b>	<b>4.00</b>	
ZIEGLER INC			
	PARTS/BUS 4	457.63	
	<b>Vendor Total:</b>	<b>457.63</b>	
	<b>Fund Total:</b>	<b>198,468.06</b>	
	<b>Fund: 21 STUDENT ACTIVITY FUND</b>		
AMAZON			
	SUPPLIES/PROM	14.50	
AMAZON			
	SUPPLIES/PROM	167.31	
	<b>Vendor Total:</b>	<b>181.81</b>	
ATLANTIC COCOA-COLA			
	CONCESSIONS	748.74	
ATLANTIC COCOA-COLA			
	CONCESSIONS	69.45	
	<b>Vendor Total:</b>	<b>818.19</b>	
CEDAR VALLEY PRODUCE AUCTION			
	PLANTS/FFA GREENHOUSE	882.50	
CEDAR VALLEY PRODUCE AUCTION			
	PLANTS/FFA GREENHOUSE	290.10	
	<b>Vendor Total:</b>	<b>1,172.60</b>	
CHARLES CITY PRESS			
	(6) SPELLING BEE ADS/DRAMA	528.00	
	<b>Vendor Total:</b>	<b>528.00</b>	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
DECKER SPORTING GOODS	TEAR TAG NUMBERS/ATHLETICS	144.40	
DECKER SPORTING GOODS	SPIKES/GIRLS TRACK	33.00	
DECKER SPORTING GOODS	BALLS/BASEBALL	383.25	
DECKER SPORTING GOODS	FIRST AID/ATHLETICS	123.90	
DECKER SPORTING GOODS	SPIKES/BOYS TRACK	22.00	
DECKER SPORTING GOODS	JERSEYS/BASEBALL	577.30	
DECKER SPORTING GOODS	JERSEYS/SOFTBALL	360.00	
DECKER SPORTING GOODS	SPIKES/BOYS TRACK	44.00	
	<b>Vendor Total:</b>		<b>1,687.85</b>
FAREWAY STORE	CONCESSIONS	18.73	
FAREWAY STORE	CONCESSIONS	38.43	
	<b>Vendor Total:</b>		<b>57.16</b>
GAGE PLUMBING & HEATING, MICK	RESTROOM RENT/ XCOUNTRY	82.00	
	<b>Vendor Total:</b>		<b>82.00</b>
IMPACT APPLICATIONS INC	CONCUSSION TESTING/ATHLETICS	668.00	
	<b>Vendor Total:</b>		<b>668.00</b>
IOWA FFA ASSOCIATION	REG/STATE FFA CONVENTION	575.00	
	<b>Vendor Total:</b>		<b>575.00</b>
IOWA GIRLS HS ATHLETIC UNION	HS MEMBERSHIP	50.00	
IOWA GIRLS HS ATHLETIC UNION	MS MEMBERSHIP	50.00	
	<b>Vendor Total:</b>		<b>100.00</b>
IOWA SPORTS SUPPLY	TSHIRTS/SOCCER	495.00	
IOWA SPORTS SUPPLY	MASKS/ATHLETICS	400.00	
IOWA SPORTS SUPPLY	PLAQUES/COMET CHOICE AWARDS	440.00	
	<b>Vendor Total:</b>		<b>1,335.00</b>
JACOBS, JUSTIN	REIMB SHELLS/GIRLS TRACK	40.00	
	REIMB SHELLS/BOYS TRACK	40.00	
	<b>Vendor Total:</b>		<b>80.00</b>
JOHN DEERE FINANCIAL	GARDEN SUPPLIES/FFA	91.53	
JOHN DEERE FINANCIAL	SUPPLIES/FFA	25.97	
JOHN DEERE FINANCIAL	SUPPLIES/FFA	10.47	
JOHN DEERE FINANCIAL			

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	SUPPLIES/FFA	63.96	
JOHN DEERE FINANCIAL			
	SUPPLIES/FFA	31.46	
JOHN DEERE FINANCIAL			
	SUPPLIES/FFA	33.27	
	<b>Vendor Total:</b>		<b>256.66</b>
NATIONAL FFA ORGANIZATION			
	JACKET/FFA	80.00	
	<b>Vendor Total:</b>		<b>80.00</b>
PIONEER DRAMA			
	ROYALTY/MIRROR MIRROR/DRAMA/CONKLIN	45.00	
	<b>Vendor Total:</b>		<b>45.00</b>
POSTVILLE COMMUNITY SCHOOLS			
	JUDGING/STATE SPEECH	45.00	
	<b>Vendor Total:</b>		<b>45.00</b>
SCHUETH ACE HARDWARE			
	SUPPLIES/DRAMA	89.94	
SCHUETH ACE HARDWARE			
	SUPPLIES/DRAMA	35.99	
SCHUETH ACE HARDWARE			
	SUPPLIES/DRAMA	41.10	
SCHUETH ACE HARDWARE			
	SUPPLIES/DRAMA	25.17	
SCHUETH ACE HARDWARE			
	SUPPLIES/DRAMA	34.16	
SCHUETH ACE HARDWARE			
	SUPPLIES/DRAMA	14.99	
SCHUETH ACE HARDWARE			
	SUPPLIES/DRAMA	14.38	
SCHUETH ACE HARDWARE			
	SUPPLIES/DRAMA	20.67	
SCHUETH ACE HARDWARE			
	SUPPLIES/DRAMA	10.69	
SCHUETH ACE HARDWARE			
	SUPPLIES/DRAMA	7.09	
	<b>Vendor Total:</b>		<b>294.18</b>
STURTEVANT, DEREK			
	REIMB SUPPLIES	73.02	
	<b>Vendor Total:</b>		<b>73.02</b>
WILLIAMS, DAVE			
	REIMB BOYS GOLF ENTRY FEE	189.00	
	<b>Vendor Total:</b>		<b>189.00</b>
	<b>Fund Total:</b>		<b>8,268.47</b>
<b>Fund: 33</b>	<b>LOCAL OPTION SALES TAX FUND</b>		
FIRST CONGREGATIONAL CHURCH			
	CARRIE LANE RENT/MAY	420.00	
	<b>Vendor Total:</b>		<b>420.00</b>
PIPER SANDLER & CO.			
	PLACEMENT AGENT SERVICES/SALES TAX BOND	55,244.00	
	<b>Vendor Total:</b>		<b>55,244.00</b>
UMB			
	ACCEPTANCE FEE	300.00	
	<b>Vendor Total:</b>		<b>300.00</b>
	<b>Fund Total:</b>		<b>55,964.00</b>

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
<b>Fund: 36 PHYSICAL PLANT &amp; EQUIPMENT</b>			
ACCESS SYSTEMS LEASING			
	COPIER/PRINTER 4/15-5/14	1,385.00	
	<b>Vendor Total:</b>	<b>1,385.00</b>	
CROELL INC			
	CONCRETE/B & G	680.00	
	<b>Vendor Total:</b>	<b>680.00</b>	
MARCO			
	LEASE PAY-EQUIPMENT/APRIL	16,743.07	
	<b>Vendor Total:</b>	<b>16,743.07</b>	
SCOTT'S CARPENTRY & MORE			
	LABOR/CENTRAL SERVICE	3,738.00	
	<b>Vendor Total:</b>	<b>3,738.00</b>	
VEENSTRA & KIMM, INC			
	TRACK IMPROVEMENT PROJECT	1,375.00	
	<b>Vendor Total:</b>	<b>1,375.00</b>	
	<b>Fund Total:</b>		<b>23,921.07</b>
<b>Fund: 61 SCHOOL NUTRITION FUND</b>			
BILL, PAMELA			
	REIMB LUNCHES	346.85	
	<b>Vendor Total:</b>	<b>346.85</b>	
BJELICA, ROXANN			
	REIMB LUNCHES	41.40	
	<b>Vendor Total:</b>	<b>41.40</b>	
BOYD, LAURA			
	REIMB LUNCHES	7.15	
	<b>Vendor Total:</b>	<b>7.15</b>	
CONNELL, JILL			
	REIMB LUNCHES	21.45	
	<b>Vendor Total:</b>	<b>21.45</b>	
COOPER SR, ANTWONE			
	REIMB LUNCHES	2.95	
	<b>Vendor Total:</b>	<b>2.95</b>	
COTHER, KRIS			
	REIMB LUNCHES	16.60	
	<b>Vendor Total:</b>	<b>16.60</b>	
DUCKETT, TAIT			
	REIMB LUNCHES	6.35	
	<b>Vendor Total:</b>	<b>6.35</b>	
FAULKNER, HEATHER			
	REIMB LUNCHES	68.65	
	<b>Vendor Total:</b>	<b>68.65</b>	
GEBEL, PAT			
	REIMB LUNCHES	13.75	
	<b>Vendor Total:</b>	<b>13.75</b>	
GROESBECK, CATHERINE			
	REIMB LUNCHES	32.85	
	<b>Vendor Total:</b>	<b>32.85</b>	
JOHNSON, DEBRA			
	REIMB LUNCHES	153.40	
	<b>Vendor Total:</b>	<b>153.40</b>	
KAPPING, ERIC			
	REIMB LUNCHES	7.75	
	<b>Vendor Total:</b>	<b>7.75</b>	



<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
KELLOGG, RAINA			
	REIMB LUNCHES	95.10	
		<b>Vendor Total:</b>	<b>95.10</b>
KOUDELKA, SHEILA			
	REIMB LUNCHES	62.80	
		<b>Vendor Total:</b>	<b>62.80</b>
LAUBE, CHRISTY			
	REIMB LUNCHES	24.75	
		<b>Vendor Total:</b>	<b>24.75</b>
LAUE, CARLEEN			
	REIMB LUNCHES	23.65	
		<b>Vendor Total:</b>	<b>23.65</b>
LEARN, DANIELLE			
	REIMB LUNCHES	208.05	
		<b>Vendor Total:</b>	<b>208.05</b>
MCCANN, TRACY			
	REIMB LUNCHES	11.25	
		<b>Vendor Total:</b>	<b>11.25</b>
MITCHELL, LAURA			
	REIMB LUNCHES	104.65	
		<b>Vendor Total:</b>	<b>104.65</b>
NETTLETON, JOE			
	REIMB LUNCHES	90.45	
		<b>Vendor Total:</b>	<b>90.45</b>
NEUROTH, CHERRYL			
	REIMB LUNCHES	12.55	
		<b>Vendor Total:</b>	<b>12.55</b>
PARTS TOWN, LLC			
	LIGHT/POTENTIOMETER/FS	90.73	
		<b>Vendor Total:</b>	<b>90.73</b>
PRINTY, BOBBIE JO			
	REIMB LUNCHES	33.20	
		<b>Vendor Total:</b>	<b>33.20</b>
REETZ, JODY			
	REIMB LUNCHES	43.20	
		<b>Vendor Total:</b>	<b>43.20</b>
RIGGAN, NICOLE			
	REIMB LUNCHES	33.40	
		<b>Vendor Total:</b>	<b>33.40</b>
RONEY, JAMIE			
	REIMB LUNCHES	8.58	
		<b>Vendor Total:</b>	<b>8.58</b>
ROSS, WENDY			
	REIMB LUNCHES	18.55	
		<b>Vendor Total:</b>	<b>18.55</b>
SCHAFER, HOLLY			
	REIMB LUNCHES	3.85	
		<b>Vendor Total:</b>	<b>3.85</b>
SIMERSON, NANCY			
	REIMB LUNCHES	54.60	
		<b>Vendor Total:</b>	<b>54.60</b>
STAUDT, AMY			
	REIMB LUNCHES	55.90	
		<b>Vendor Total:</b>	<b>55.90</b>

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>		
STEVENS, SHELLY				
	REIMB LUNCHES	18.70		
	<b>Vendor Total:</b>		<b>18.70</b>	
TAHER-BIN #135092				
	OPERATING EXPENSES/APRIL	110,833.28		
	USDA CREDIT	(9,427.15)		
	<b>Vendor Total:</b>		<b>101,406.13</b>	
USHER, KIM				
	REIMB LUNCHES	7.95		
	<b>Vendor Total:</b>		<b>7.95</b>	
WHITE, FAITH				
	REIMB LUNCHES	6.45		
	<b>Vendor Total:</b>		<b>6.45</b>	
WHITE, HOLLY				
	REIMB LUNCHES	5.30		
	<b>Vendor Total:</b>		<b>5.30</b>	
WILLADSEN, TABATHA				
	REIMB LUNCHES	105.85		
	<b>Vendor Total:</b>		<b>105.85</b>	
	<b>Fund Total:</b>			<b>103,244.79</b>
	<b>Fund: 71 HEALTH INSURANCE FUND</b>			
BLUE CROSS BLUE SHIELD OF IA				
	APRIL BILLING	36,228.67		
	<b>Vendor Total:</b>		<b>36,228.67</b>	
	<b>Fund Total:</b>			<b>36,228.67</b>
	<b>Fund: 91 CUSTODIAL FUND</b>			
AMAZON				
	MANNEQUIN/SPIRIT SHOP	85.49		
AMAZON				
	MANNEQUIN/SPIRIT SHOP	99.99		
AMAZON				
	LABEL WRITER/SPIRIT SHOP	80.52		
	<b>Vendor Total:</b>		<b>266.00</b>	
DECKER SPORTING GOODS				
	TSHIRTS/SPIRIT SHOP	182.85		
DECKER SPORTING GOODS				
	TSHIRTS/SPIRIT SHOP	734.00		
DECKER SPORTING GOODS				
	POLOS/SPIRIT SHOP	513.00		
DECKER SPORTING GOODS				
	JACKETS/SPIRIT SHOP	128.70		
	<b>Vendor Total:</b>		<b>1,558.55</b>	
FLOYD COUNTY RELAY FOR LIFE				
	DONATION/SPIRIT SHOP	525.00		
	<b>Vendor Total:</b>		<b>525.00</b>	
H & H SCREEN PRINTING				
	TSHIRTS/SWEATSHIRTS/SPIRIT SHOP	571.00		
	<b>Vendor Total:</b>		<b>571.00</b>	
Northeast Iowa Food Bank				
	PANTRY FOOD/PROJECT RISE	210.90		
	<b>Vendor Total:</b>		<b>210.90</b>	
WILLSHER, PENNY				
	HS LOUNGE EXP	40.58		
	<b>Vendor Total:</b>		<b>40.58</b>	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>
	Fund Total:	3,172.03
	Accounts Payable Total:	429,267.09

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## 8 WEEKLY CHECK RUNS APPROVED PRIOR TO BOARD MEETING

User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	<b>Fund: 10 OPERATING FUND</b>		
ALL STAR TRAINING			
	HVAC LICENSE TRAINING/SCHRIEVER GATES	98.00	
	<b>Vendor Total:</b>		<b>98.00</b>
AMERICAN HEART ASSOCIATION			
	FIRST AID CPR/PRESCHOOL	312.00	
	<b>Vendor Total:</b>		<b>312.00</b>
ASCD			
	INST SUPP/HS/JURRENS	250.60	
	<b>Vendor Total:</b>		<b>250.60</b>
CENTURY LINK			
	SUPT LD	18.36	
	HS LD	22.58	
	MS LD	32.77	
	LINC LD	19.52	
	WASH LD	17.70	
	TECH DEPT LD	0.90	
	BUS BARN LD	0.90	
	<b>Vendor Total:</b>		<b>112.73</b>
CENTURY LINK			
	APRIL RADIO LOOP	76.00	
	<b>Vendor Total:</b>		<b>76.00</b>
CITY OF CHARLES CITY			
	BUS BARN WATER	129.38	
CITY OF CHARLES CITY			
	MS WATER	522.07	
CITY OF CHARLES CITY			
	LINC WATER	541.42	
CITY OF CHARLES CITY			
	WASH WATER	523.52	
CITY OF CHARLES CITY			
	HS WATER	852.99	
CITY OF CHARLES CITY			
	GROUNDS BUILDING WATER	42.74	
	<b>Vendor Total:</b>		<b>2,612.12</b>
CUNNINGS, KEISHA			
	MOTHER MEMORIAL	30.00	
	<b>Vendor Total:</b>		<b>30.00</b>
CUSTOM BUS AND TRUCK PANELS			
	PARTS/BUS 18, 1	115.13	
	<b>Vendor Total:</b>		<b>115.13</b>
EBAY			
	PARTS/SNOWBLOWER/B & G	80.36	
EBAY			
	PARTS/BUS 10	442.50	
EBAY			
	PARTS PROTECTION PLAN/BUS 10	65.99	
	<b>Vendor Total:</b>		<b>588.85</b>
FACEBOOK			
	ADVERTISING/J DEVORE	2.46	
FACEBOOK			
	ADVERTISING/J DEVORE	100.00	
FACEBOOK			

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## 8 WEEKLY CHECK RUNS APPROVED PRIOR TO BOARD MEETING

User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	ADVERTISING/J DEVORE	25.00	
	<b>Vendor Total:</b>		<b>127.46</b>
IASBO	ACADEMY REG/MARTEN	395.00	
IASBO	SPRING CONFERENCE/MARTEN	125.00	
	<b>Vendor Total:</b>		<b>520.00</b>
IMPACT 7G	OPERATIONS & MAINT REFRESHER/BLAIR	125.00	
	OPERATIONS & MAINT REFRESHER/K FISHER	125.00	
	<b>Vendor Total:</b>		<b>250.00</b>
IOWA VOCATIONAL REHABILITATION SERVICES	TAP-CASH W/FISCAL AGENT	19,616.50	
IOWA VOCATIONAL REHABILITATION SERVICES	TAP-CASH W/FISCAL AGENT	19,616.50	
	<b>Vendor Total:</b>		<b>39,233.00</b>
KARL CHEVROLET INC	2021 SUBURBAN	42,886.70	
	<b>Vendor Total:</b>		<b>42,886.70</b>
KWIK TRIP	B & G GASAHOL	592.90	
	B & G DIESEL	89.77	
	S DIESEL	3,334.10	
	SP ED DIESEL	420.74	
	SP ED GASAHOL	1,488.01	
	CO GASAHOL	95.10	
	<b>Vendor Total:</b>		<b>6,020.62</b>
MEDIACOM	INTERNET/ALT HS 4/17-5/16	169.95	
	<b>Vendor Total:</b>		<b>169.95</b>
MID AMERICAN ENERGY COMPANY	BUS BARN ELEC	404.06	
	BUS BARN GAS	228.75	
MID AMERICAN ENERGY COMPANY	HS SENTRY LIGHT	23.06	
MID AMERICAN ENERGY COMPANY	GROUNDS BUILDING GAS	493.80	
MID AMERICAN ENERGY COMPANY	HS ELEC	5,703.25	
MID AMERICAN ENERGY COMPANY	WASH GAS	307.32	
MID AMERICAN ENERGY COMPANY	HS ELEC	160.62	
MID AMERICAN ENERGY COMPANY	WASH ELEC	4,084.16	
MID AMERICAN ENERGY COMPANY	GROUNDS BUILDING ELEC	73.91	
MID AMERICAN ENERGY COMPANY	FOOTBALL COMPLEX ELEC	147.53	
MID AMERICAN ENERGY COMPANY	LINC ELEC	1,035.61	
MID AMERICAN ENERGY COMPANY			

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## 8 WEEKLY CHECK RUNS APPROVED PRIOR TO BOARD MEETING

User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	SPORTSMAN'S PARK ELEC	58.55	
	<b>Vendor Total:</b>		<b>12,720.62</b>
POSTMASTER			
	ESSER CHECK OVER NIGHT POSTAGE/T O'BRIEN	26.35	
	<b>Vendor Total:</b>		<b>26.35</b>
SCHOOLPAY			
	SCHOOL PAY SERVICE FEE	7.65	
	<b>Vendor Total:</b>		<b>7.65</b>
SCOTT'S CARPENTRY & MORE			
	MATERIALS/CENTRAL SERVICE	6,550.00	
	<b>Vendor Total:</b>		<b>6,550.00</b>
STAGE LIGHTING STORE			
	BULBS/FISHER	69.91	
	<b>Vendor Total:</b>		<b>69.91</b>
US CELLULAR			
	(25) HOT SPOTS/TECH DEPT	711.00	
	<b>Vendor Total:</b>		<b>711.00</b>
VERIZON			
	(25) HOT SPOTS/TECH DEPT	502.00	
	<b>Vendor Total:</b>		<b>502.00</b>
WEBSTAURANT STORE, THE			
	SUPPLIES/HS HOME EC	290.64	
WEBSTAURANT STORE, THE			
	SUPPLIES/COMET CAFE	311.21	
WEBSTAURANT STORE, THE			
	SUPPLIES/COMET CAFE	102.49	
WEBSTAURANT STORE, THE			
	SUPPLIES/COMET CAFE	346.02	
WEBSTAURANT STORE, THE			
	SUPPLIES/COMET CAFE	452.64	
	<b>Vendor Total:</b>		<b>1,503.00</b>
WHITE PAGES			
	CREDIT/J DEVORE	(1.68)	
	<b>Vendor Total:</b>		<b>(1.68)</b>
WOOD RIVER ENERGY LLC			
	HS GAS	1,857.83	
	LINC GAS	725.94	
	MS GAS	785.38	
	<b>Vendor Total:</b>		<b>3,369.15</b>
	<b>Fund Total:</b>		<b>118,861.16</b>
	<b>Fund: 21 STUDENT ACTIVITY FUND</b>		
DECORAH HIGH SCHOOL			
	ENTRY FEE/BOYS TRACK	80.00	
	<b>Vendor Total:</b>		<b>80.00</b>
FOSTER, BRYAN			
	JV BOYS SOCCER OFF 4/17/21	85.51	
	<b>Vendor Total:</b>		<b>85.51</b>
HILTON HOTELS			
	LODGING/STATE WRESTLING	535.58	
HILTON HOTELS			
	LODGING/STATE WRESTLING	497.06	
HILTON HOTELS			
	LODGING/STATE WRESTLING	458.54	
HILTON HOTELS			

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## 8 WEEKLY CHECK RUNS APPROVED PRIOR TO BOARD MEETING

User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	LODGING/STATE WRESTLING	687.81	
	<b>Vendor Total:</b>		<b>2,178.99</b>
IHSBCA			
	MEMBERSHIP/T DOWNING	115.00	
	MEMBERSHIP/JOHANNINGMEIER	30.00	
	MEMBERSHIP/REAMS	30.00	
	MEMBERSHIP/SICKMAN	30.00	
	<b>Vendor Total:</b>		<b>205.00</b>
IOWA CITY WEST HS			
	ENTRY FEE/GIRLS TRACK	10.00	
	ENTRY FEE/BOYS TRACK	10.00	
	<b>Vendor Total:</b>		<b>20.00</b>
IOWA EVENTS CENTER			
	STATE WRESTLING TICKETS	1,897.50	
IOWA EVENTS CENTER			
	STATE WRESTLING TICKETS	86.25	
	<b>Vendor Total:</b>		<b>1,983.75</b>
KANGAS, TIM			
	VAR BOYS SOCCER OFF 4/6/21	107.92	
	<b>Vendor Total:</b>		<b>107.92</b>
KENYATTA'S SOUND			
	DJ/PROM	650.00	
	<b>Vendor Total:</b>		<b>650.00</b>
KROUSE-GAGNE, BEN			
	VAR BOYS SOCCER OFF 4/8/21	121.12	
	<b>Vendor Total:</b>		<b>121.12</b>
KUEHL, ALLAN			
	VAR BOYS SOCCER OFF 4/6/21	127.72	
KUEHL, ALLAN			
	BOYS VAR SOCCER OFF 4/13/21	127.72	
	<b>Vendor Total:</b>		<b>255.44</b>
LAKE MILLS HIGH SCHOOL			
	ENTRY FEE/BOYS TRACK	75.00	
	<b>Vendor Total:</b>		<b>75.00</b>
LEMENS, WAYNE			
	VAR BOYS SOCCER OFF 4/6/21	128.05	
LEMENS, WAYNE			
	BOYS VAR SOCCER OFF 4/13/21	128.05	
	<b>Vendor Total:</b>		<b>256.10</b>
MASON CITY HIGH SCHOOL			
	ENTRY FEE/WRESTLING	50.00	
	<b>Vendor Total:</b>		<b>50.00</b>
NEW HAMPTON HIGH SCHOOL			
	ENTRY FEE/GIRLS TRACK	80.00	
	<b>Vendor Total:</b>		<b>80.00</b>
OSAGE HIGH SCHOOL			
	ENTRY FEE/GIRLS TRACK	90.00	
	ENTRY FEE/BOYS TRACK	90.00	
OSAGE HIGH SCHOOL			
	ENTRY FEE/BOYS GOLF	90.00	
	<b>Vendor Total:</b>		<b>270.00</b>
PIZZA HUT			
	PIZZA/END OF SEASON MEETING/CHEERLEADING	47.94	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>		
		<b>Vendor Total:</b>	<b>47.94</b>	
POSTVILLE COMMUNITY SCHOOLS				
	ENTRY FEE/SOCCER	85.00		
		<b>Vendor Total:</b>	<b>85.00</b>	
RAMSAY, CHARLIE				
	JV BOYS SOCCER OFF 4/17/21	78.58		
		<b>Vendor Total:</b>	<b>78.58</b>	
REALTIME MUSIC SOLUTIONS				
	SUPPLIES/SPELLING BEE/DRAMA	350.00		
		<b>Vendor Total:</b>	<b>350.00</b>	
SCHOOLPAY				
	SCHOOL PAY SERVICE FEE	0.15		
		<b>Vendor Total:</b>	<b>0.15</b>	
SCHREIBER, TOM				
	BOYS VAR SOCCER OFF 4/13/21	127.72		
		<b>Vendor Total:</b>	<b>127.72</b>	
UNI ATHLETICS-IOWA GIRLS HS MEET				
	ENTRY FEE/DICKINSON RELAYS/GIRLS TRACK	150.00		
	ENTRY FEE/DICKINSON RELAYS/BOYS TRACK	60.00		
		<b>Vendor Total:</b>	<b>210.00</b>	
VETERAN'S MEMORIAL GOLF CLUB				
	ENTRY FEE/GIRLS GOLF	60.00		
		<b>Vendor Total:</b>	<b>60.00</b>	
WATKINS, KIM				
	VAR BOYS SOCCER OFF 4/8/21	100.00		
		<b>Vendor Total:</b>	<b>100.00</b>	
WAVERLY SHELL ROCK HS				
	ENTRY FEE/SOCCER	70.00		
WAVERLY SHELL ROCK HS				
	ENTRY FEE/BOYS GOLF	85.00		
WAVERLY SHELL ROCK HS				
	ENTRY FEE/BOYS JV SOCCER	70.00		
WAVERLY SHELL ROCK HS				
	ENTRY FEE/BOYS VAR SOCCER	110.00		
WAVERLY SHELL ROCK HS				
	ENTRY FEE/BOYS JV SOCCER	80.00		
		<b>Vendor Total:</b>	<b>415.00</b>	
		<b>Fund Total:</b>		<b>7,893.22</b>
	<b>Fund: 22 MANAGEMENT FUND</b>			
IOWA WORKFORCE DEVELOPMENT				
	UNEMPLOYMENT	211.01		
		<b>Vendor Total:</b>	<b>211.01</b>	
		<b>Fund Total:</b>		<b>211.01</b>
	<b>Fund: 33 LOCAL OPTION SALES TAX FUND</b>			
CITY OF CHARLES CITY				
	NGB WATER	509.33		
		<b>Vendor Total:</b>	<b>509.33</b>	
MID AMERICAN ENERGY COMPANY				
	NGB SENTRY LIGHT	34.78		
MID AMERICAN ENERGY COMPANY				
	NGB ELEC	1,112.99		
		<b>Vendor Total:</b>	<b>1,147.77</b>	
WOOD RIVER ENERGY LLC				
	NGB GAS	2,101.49		



<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>		
		<b>Vendor Total:</b>	<b>2,101.49</b>	
		<b>Fund Total:</b>		<b>3,758.59</b>
	<b>Fund: 36 PHYSICAL PLANT &amp; EQUIPMENT</b>			
SCOTT'S CARPENTRY & MORE				
	LABOR/CENTRAL SERVICE	2,016.00		
		<b>Vendor Total:</b>	<b>2,016.00</b>	
		<b>Fund Total:</b>		<b>2,016.00</b>
	<b>Fund: 61 SCHOOL NUTRITION FUND</b>			
SCHOOLPAY				
	SCHOOL PAY SERVICE FEE	15.90		
		<b>Vendor Total:</b>	<b>15.90</b>	
		<b>Fund Total:</b>		<b>15.90</b>
	<b>Fund: 71 HEALTH INSURANCE FUND</b>			
BLUE CROSS BLUE SHIELD OF IA				
	MAY BILLING-(5) WEEKLY DRAWS	237,500.00		
		<b>Vendor Total:</b>	<b>237,500.00</b>	
		<b>Fund Total:</b>		<b>237,500.00</b>
	<b>Fund: 91 CUSTODIAL FUND</b>			
TIE CREATORS.COM				
	TIES/SPIRIT SHOP	586.89		
TIE CREATORS.COM				
	INTERNATIONAL FEES/TIES/SPIRIT SHOP	16.43		
		<b>Vendor Total:</b>	<b>603.32</b>	
WHOLESALE FASHION SQUARE				
	EARRINGS/SHIRTS/SPIRIT SHOP	235.57		
		<b>Vendor Total:</b>	<b>235.57</b>	
		<b>Fund Total:</b>		<b>838.89</b>
		<b>Accounts Payable Total:</b>		<b>371,094.77</b>

## Enrollment Summary 2020-2021

### Charles City Community Schools

Grade	Oct 1	Nov 1	Dec 1	Jan 1	Feb 1	Mar 1	Apr 1	May 1	Last Day
***PreK(@.5)		82	84	87	90	91	91	91	
TK & K		110	108	110	110	109	110	112	
1		108	106	105	104	104	105	105	
2		92	92	92	92	93	95	94	
3		99	96	97	97	97	98	98	
4		98	97	97	98	98	99	98	
5		90	88	89	90	90	87	87	
6		111	110	111	111	110	109	110	
7*		153	151	152	149	149	150	150	
8		138	137	137	136	134	132	133	
9		138	138	138	139	139	137	139	
10		135	135	138	136	137	138	139	
11		119	118	115	116	116	117	118	
12		133	133	133	130	129	129	127	
Carrie Lane		18	19	19	20	16	16	16	
***HSAP (@.3)		23	23	23	23	23	24	24	
<b>Total</b>	<b>0</b>	<b>1647</b>	<b>1635</b>	<b>1643</b>	<b>1641</b>	<b>1635</b>	<b>1637</b>	<b>1641</b>	<b>0</b>
Monthly Change		1647	-12	8	-2	-6	2	4	
YTD Change		1647	1635	1643	1641	1635	1637	1641	

#### Building Totals

Lincoln	0	197	193	194	195	195	197	196	
Washington K-5	0	310	306	307	306	306	310	311	
MS	0	492	486	489	486	483	478	480	
HS/Carrie Lane	0	543	543	543	541	537	537	539	

#### Free and Reduced Meals

	Lincoln	Wash.	Elementary Bldgs.	Middle School	High School	Total
# Free	105	238	343	232	239	814
# Reduced	12	25	37	40	27	104
<b>Total</b>	<b>117</b>	<b>263</b>	<b>380</b>	<b>272</b>	<b>266</b>	<b>918</b>
% F & R	59.4%	65.4%	55.1%	56.7%	49.4%	60.2%

#### Meal Participation

	Lincoln	Wash.	Middle School	High School	IC
Breakfast					
Lunch					

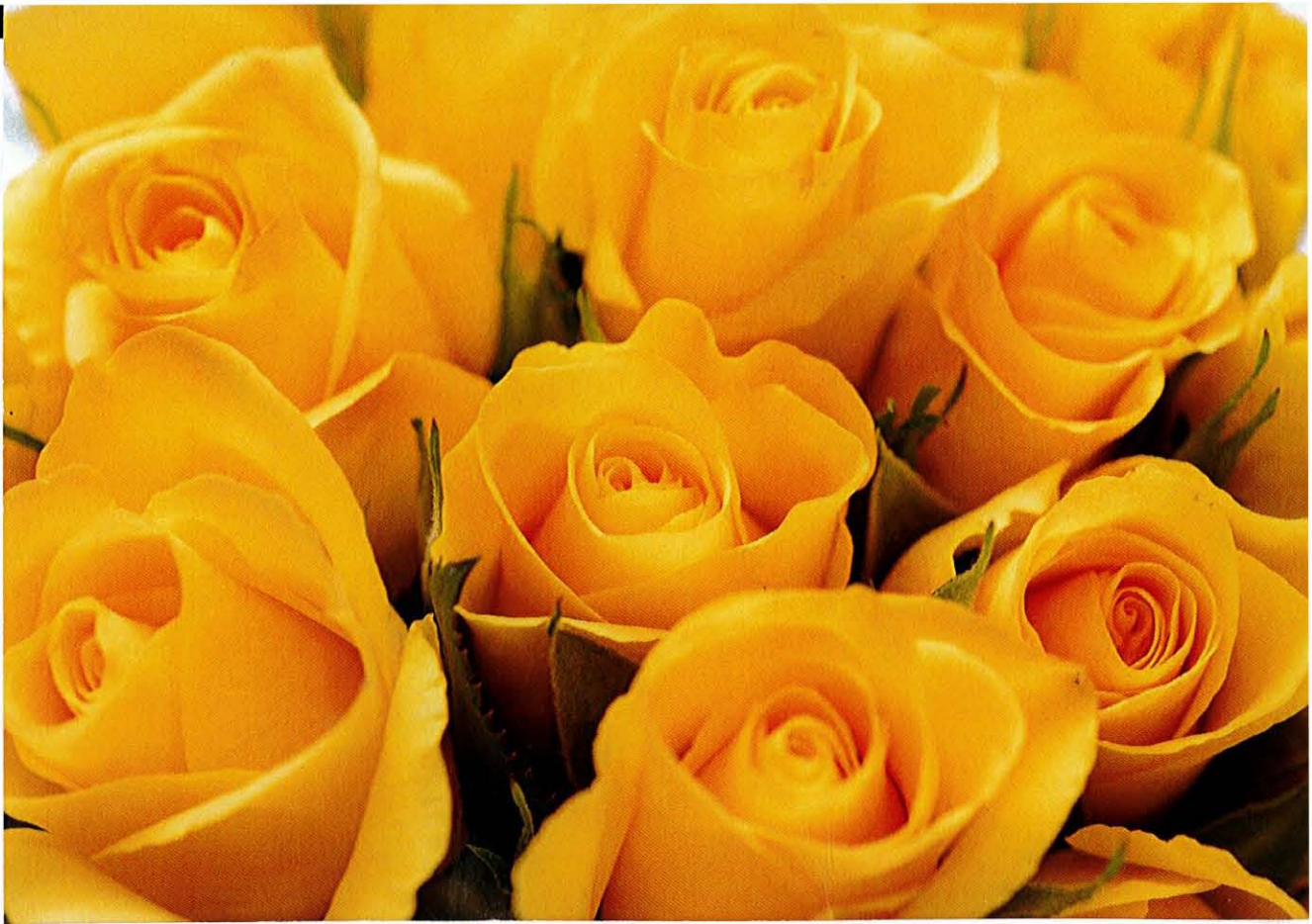
#### Enrollments By Building & By Section Size

Wash	Total	Section 1	Section 2	Section 3	Section 4	Section 5
PreK	91	91				
TK & K	112	112				
1	105	105				
2	94	94				

Lincoln	Total	Section 1	Section 2	Section 3	Section 4	Section 5
3	98	98				
4	99	98				

IC Students	
K	19
1	23
2	22
3	21
4	19
5	22
6	26
<b>Total</b>	<b>152</b>

Open Enrolled	
In	37
Out	27
<b>Difference</b>	<b>10</b>



Dear Mike and Bryan,

Congratulations to you on achieving 90% voter registration at the high school and the eligibility for earning the Carrie Chapman Catt award!

What a great civics lesson and reminder for us all to understand the honor we all hold dearly ~ the ability to vote! Our hometown gal, Carrie would be so proud too!

Thank you so much for pulling the team together to make it happen!

Best Wishes,

Lorraine Winterink