

Linn-Mar Community Schools

2020-2021 Certified Budget Presentation

April 6, 2020



Purposes of Certified Budget:

1. Establish a maximum tax rate
2. Establish an estimate of budget year expenditures for all funds

OVERVIEW OF FUNDS

FUND:	General Fund	Management Fund	PERL Fund	PEEL Fund	Debt Service Fund	SAVE/Capital Projects	Student Activity Fund	Nutrition Fund	Other Enterprise
REVENUES:	-Property Taxes -State Aid -Misc. Income	-Property Taxes	-Property Taxes	-Property Taxes	-Property Taxes -Transfers	-Sales Tax -Bond Proceeds	-Admissions -Fundraising -Student Dues	-Meal Sales -Fed./State Reimburse	-School Store -Community Pool
EXPENSES:	Salaries -Benefits -Materials -Utilities	-Liability Ins. -Property Ins. -Early Retirement	-Playgrounds -Rec. Spaces	-Building Construct. -Vehicles -Equip > \$500	Debt Principal & Interest	Capital Projects -Technology	-Support Co-Curricular Activities	-Food Services	-Enterprise Costs
PROPERTY TAX LEVYING FUNDS									

Proposed FY2021 Tax Rate

2.30% SSA Growth		
	FY2020	FY2021
General Fund	\$13.34617	\$13.51903
Management Levy	\$0.36405	\$0.34895
Voted PEEL	\$1.34000	\$1.34000
Regular PEEL	\$0.33000	\$0.33000
PERL	\$0.13500	\$0.13500
Debt Service	\$2.50000	\$2.33857
Total Levy	\$18.01522	\$18.01155
% Change		0%
\$ Change		(\$0.00367)

↑ + \$0.17

↓ - \$0.02

↓ - \$0.16



General Fund

General Fund Budget is driven by two primary factors:

1. Supplemental State Aid (Allowable Growth)

- Set by State Legislature.

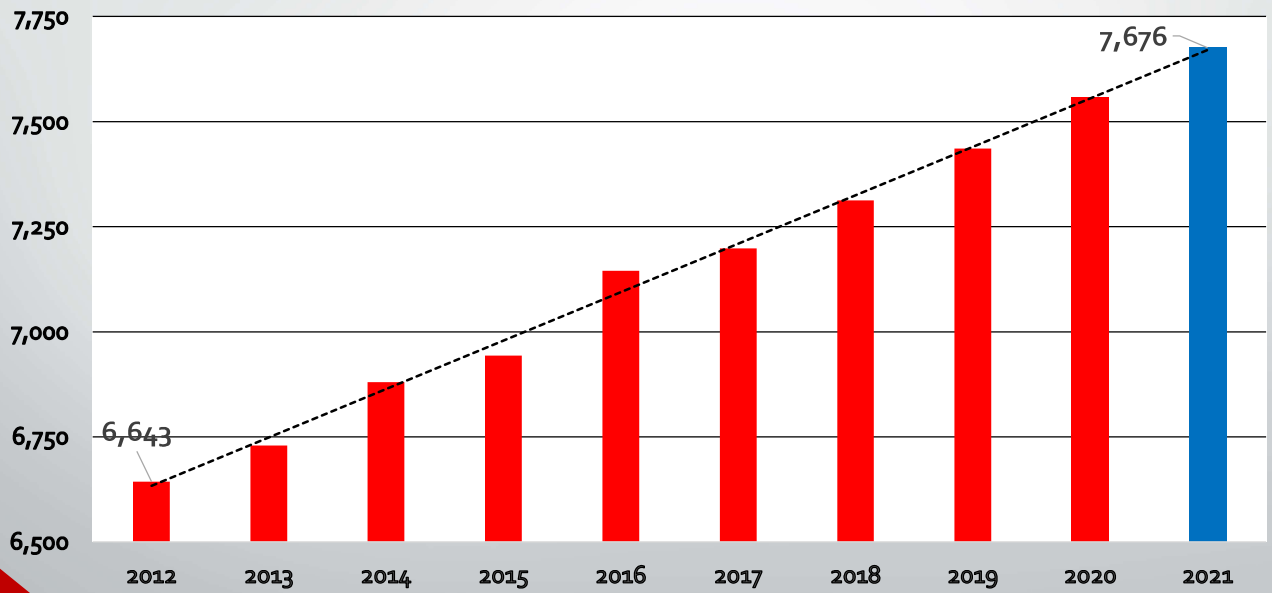
2. Certified Enrollment

- Count taken in October each year. (e.g. Count taken in October 2019 is used for FY2021 budget)

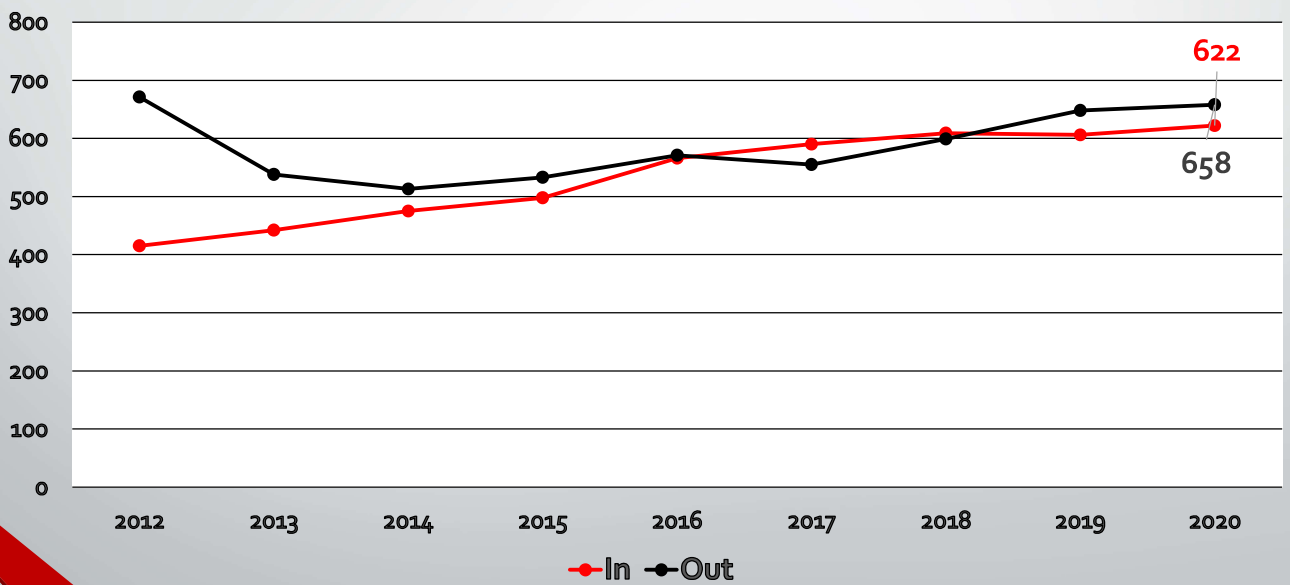
District Cost Per Pupil

FISCAL YEAR	STATE AID GROWTH	COST PER PUPIL
2013	2%	\$6,002
2014	2%	\$6,122
2015	4%	\$6,367
2016	1.25%	\$6,447
2017	2.25%	\$6,592
2018	1.11%	\$6,665
2019	1%	\$6,736
2020	2.06% (plus \$5)	\$6,880
2021	2.30% (plus \$10)	\$7,048

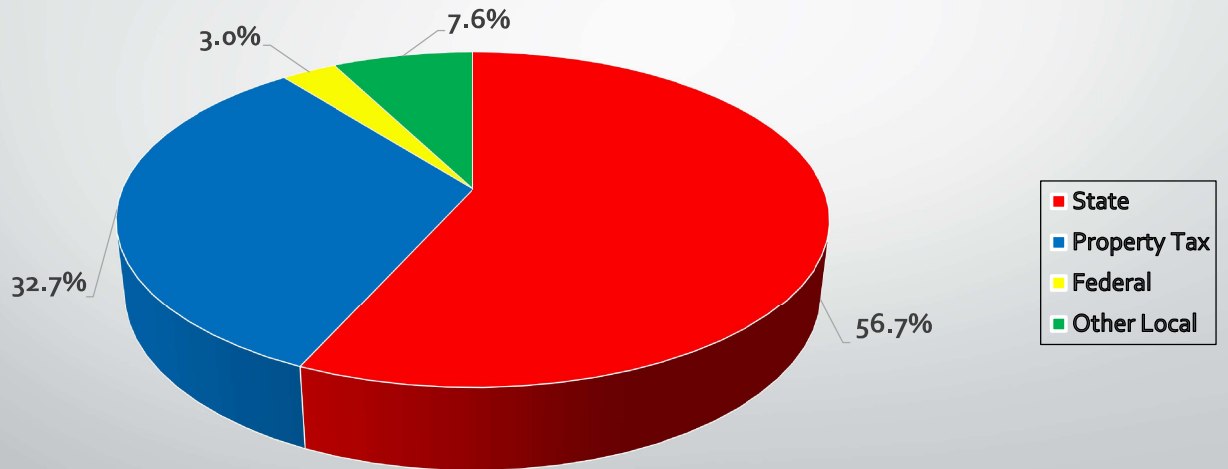
Certified Enrollment Trends



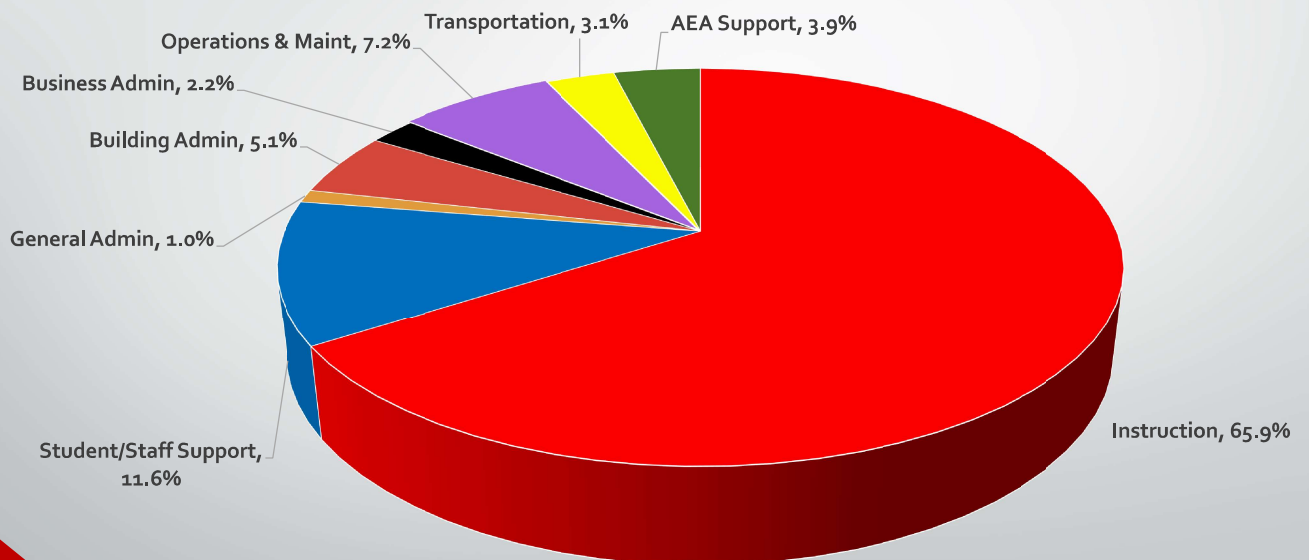
Open Enrollment Trends



Breakdown of FY2021 General Fund Revenue



Estimated FY2021 General Fund Expenditures



82% of Total Expenditures are Salaries/Benefits

General Fund Levy

Recommendation: increase slightly by \$.17

- With the addition of the two intermediate buildings expected to come online in FY2021, the District will have increased staffing and operational expenditures.
- With historical lows in supplemental state aid funding growth coupled with increasing operating costs due to enrollment growth and inflation, the District has had to dip into cash reserves over the past several years in order to mitigate its general fund deficit balance. As a result the District's solvency ratio has decreased from 16.48% in 2012 to an estimated 10% at the end of fiscal year 2020.
- In order to maintain a stable "glide path" in a time of enrollment growth and limited state funding (e.g. underfunded mandates such as SPED and ELL), the District is recommending an increase in the total cash reserve levy of approximately \$1,000,000.



Management Fund

Recommendation: Decrease by \$0.02

- ✓ Decrease in order for debt service levy portion to increase
- ✓ Levy is expected to generate \$800,000
- ✓ Estimated Expenditures:
 - Property and Casualty Insurance, Workers Comp., Unemployment = \$900,000
 - Early Separation packages (2 of 2 years) = \$350,000
- ✓ Reserves will be used to mitigate difference

PPEL Fund

- **Recommendation: Continue to use the \$.33 board approved levy plus the \$1.34 voter approved levy.**
 - No change from prior year
 - ✓ Total Levy is expected to generate \$4 million
 - ✓ Current/Future Expenditures:
 - Historic Elementary Schools Renovations
 - Security Enhancements
 - Capital Projects such as parking lots, roofs, windows, HVAC, etc.
 - Transportation Vehicles
 - Large Equipment Purchases
 - High School Renovation (PPEL Notes Principal and Interest)

PERL Fund

- **Recommendation: Continue to use the \$.135 voter approved levy.**
 - No change from prior year
 - ✓ Total Levy is expected to generate \$290,000
 - ✓ Current/Future Expenditures:
 - Capital Projects such as tracks, tennis courts, playgrounds
 - Grounds maintenance
 - Community Education

Debt Service Fund

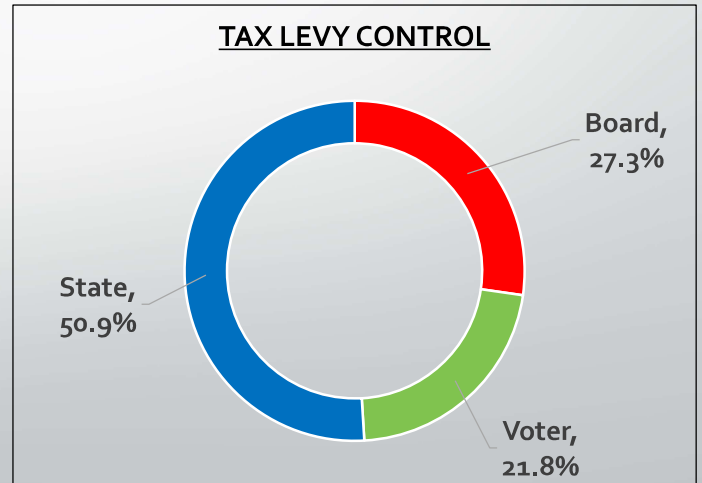
- **Recommendation: Decrease by \$0.16**
 - ✓ Total Levy is expected to generate \$5.6 million
 - ✓ Expenditures:
 - General Obligation bond debt principal and interest costs

Est. Debt Outstanding

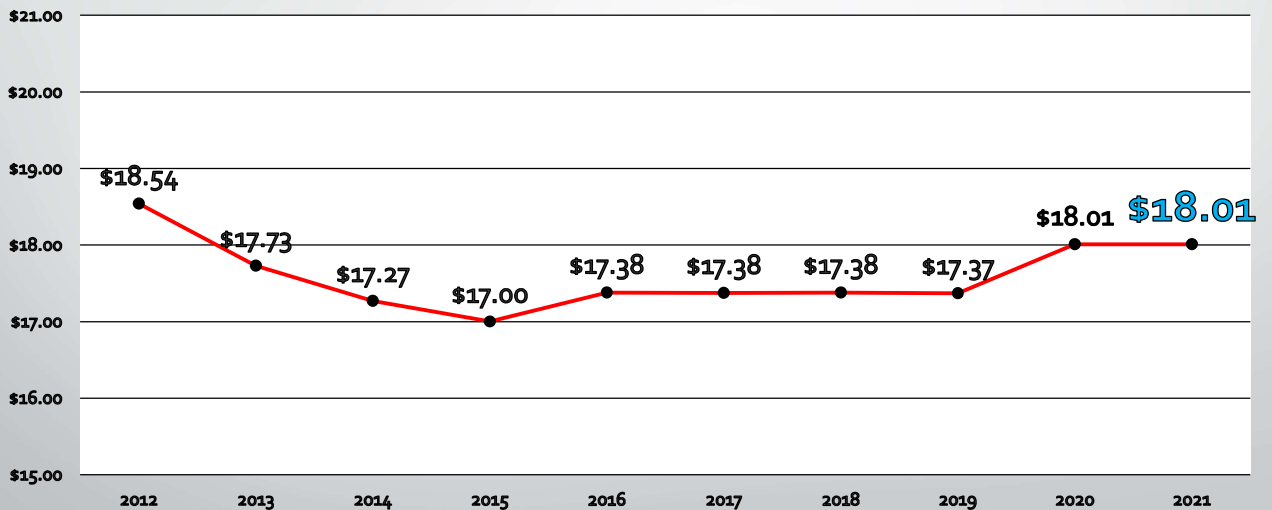
- As of June 30, 2020 - \$72,865,000 GO bonds outstanding (Voter approved)
- As of June 30, 2020 - \$57,405,000 Revenue bonds outstanding (Sales tax- board approved)
- As of June 30, 2020 - \$5,800,000 PPEL notes outstanding
 - ✓ Total debt outstanding = **\$136,070,000**
- 70% of maximum limit (= approximately \$194 million)

FY2021 Est. Total Property Tax Levy (at 2.30% SSA)

FUND	AMOUNT	RATE
General	\$31,150,471	\$13.519
Management	\$800,000	\$.349
Reg. PPEL	\$789,914	\$.33
Voted PPEL	\$3,207,528	\$1.34
PERL	\$309,642	\$.135
Debt Service	\$5,597,790	\$2.339
TOTAL	\$41,855,345	\$18.012



Property Tax Levy Trend



Monthly Tax Impact on Property Owners

- Residential Owner With Assessed Valuation of \$200,000:

↓ \$5.58

Due to stable levy and 1.8% decrease in state residential rollback

- Commercial Property Owner With Assessed Valuation of \$500,000:

No change

2020 - 2021 Budget Timeline

- March 19, 2020 – Proposed Budget Published
- April 6, 2020 – Public Hearing and Adoption of Budget
- April 15, 2020 – File Budget with County Auditor & DOM

QUESTIONS?



Updates from the Cabinet

April 6, 2020

Cabinet Members: Superintendent Bisgard, Assoc. Superintendent Wear, Mrs. Karla Christian (HR), Mr. JT Anderson (CFO), Mrs. Leisa Breifelder (Student Services), and Mrs. Jeri Ramos (Tech)

Resources for Students/Families: The Linn-Mar website (www.Linnmar.k12.ia.us) has several listings of resources available from Student Services, grab-and-go lunch locations, academic resources, and more! Be sure to stay up-to-date with district information and services being provided during this unusual time by visiting the district's website.

Thank You to our Nutrition Service Staff and Volunteers: We extend a huge thank you to the Linn-Mar Nutrition Services staff and all the volunteers who have continued to serve our students/families by providing meals during the district closure due to COVID-19! During the week of March 23rd, they served approximately 6,114 grab-and-go meals around the Linn-Mar community! Meals will continue to be served, [click here for additional information and pick up locations](#).

Waiver of Federally Mandated Student Assessment: Due to COVID-19, the administration of the Iowa Statewide Assessment of Student Progress (ISASP) has been waived for the 2019-20 school year. Additional information on the waiver can be found on the Iowa Department of Education, *COVID-19 Guidance and Information* web page ([Click here for direct access](#)).

Extended School Closure: On April 2nd, Governor Reynolds ordered an extension of the statewide school closures through April 30th. To abide by the Governor's order and do our part in containing the spread of COVID-19, Linn-Mar will extend the closure of our schools through April 30th as well. Plans are being developed to offer continued student learning resources. More information will be shared as soon as we receive further direction from the Iowa Department of Education. Be sure to visit the district website for additional details and resources throughout the extended closure.

Adopted Linn-Mar School Budget Summary

District No. 3715

Department of Management - Form S-AB

		Budget 2021	Re-est. 2020	Actual 2019
Taxes Levied on Property	1	41,664,852	39,704,291	36,474,834
Utility Replacement Excise Tax	2	190,493	186,321	170,617
Income Surtaxes	3	0	0	0
Tuition/Transportation Received	4	5,650,000	5,500,000	5,298,763
Earnings on Investments	5	507,000	735,000	477,940
Nutrition Program Sales	6	2,300,000	2,275,000	2,263,741
Student Activities and Sales	7	1,175,000	770,000	1,259,894
Other Revenues from Local Sources	8	2,319,000	2,241,000	2,215,790
Revenue from Intermediary Sources	9	0	0	0
State Foundation Aid	10	52,323,938	49,648,096	47,671,727
Instructional Support State Aid	11	267,919	0	0
Other State Sources	12	8,351,400	8,124,400	7,955,232
Commercial & Industrial State Replacement	13	1,299,180	1,061,716	1,034,904
Title I Grants	14	600,000	600,000	627,241
IDEA and Other Federal Sources	15	3,800,000	3,670,000	3,668,688
Total Revenues	16	120,448,782	114,515,824	109,119,371
General Long-Term Debt Proceeds	17	0	72,589,901	10,093,303
Transfers In	18	7,300,000	21,276,457	6,280,499
Proceeds of Fixed Asset Dispositions	19	25,000	25,000	55,820
Special Items/Upward Adjustments	20	0	0	0
Total Revenues & Other Sources	21	127,773,782	208,407,182	125,548,993
Beginning Fund Balance	22	50,856,140	32,282,946	25,654,274
Total Resources	23	178,629,922	240,690,128	151,203,267
*Instruction	24	67,375,000	62,845,000	61,785,511
Student Support Services	25	4,527,000	4,325,000	4,183,672
Instructional Staff Support Services	26	6,708,500	6,307,500	6,137,836
General Administration	27	1,003,000	902,000	838,694
School Administration	28	4,915,000	4,512,000	4,357,354
Business & Central Administration	29	2,284,000	2,198,000	2,132,900
Plant Operation and Maintenance	30	7,875,000	7,145,000	6,866,139
Student Transportation	31	3,750,000	3,165,000	3,049,862
This row is intentionally left blank	32	0	0	0
*Total Support Services (lines 25-32)	32A	31,062,500	28,554,500	27,566,457
*Noninstructional Programs	33	4,657,000	4,225,000	4,025,680
Facilities Acquisition and Construction	34	28,200,000	48,150,000	5,899,441
Debt Service (Principal, interest, fiscal charges)	35	12,500,000	21,313,313	9,950,475
AEA Support - Direct to AEA	36	3,784,045	3,469,718	3,339,090
*Total Other Expenditures (lines 34-36)	36A	44,484,045	72,933,031	19,189,006
Total Expenditures	37	147,578,545	168,557,531	112,566,654
Transfers Out	38	7,295,000	21,276,457	6,353,667
Other Uses	39	0	0	0
Total Expenditures, Transfers Out & Other Uses	40	154,873,545	189,833,988	118,920,321
Ending Fund Balance	41	23,756,377	50,856,140	32,282,946
Total Requirements	42	178,629,922	240,690,128	151,203,267

**ADOPTION OF BUDGET AND TAXES
JULY 1, 2020-JUNE 30, 2021**

Department of Management - Form S-TX

Linn-Mar

District Number 3715

Total Special Program Funding

Instructional Support (A&L line 10.27)	3,974,243
Educational Improvement (A&L line 11.3)	0
Voted Physical Plant & Equipment (A&L line 19.3)	3,207,528

Special Program Income Surtax Rates

Instructional Support (A&L line 10.15)	0
Educational Improvement (A&L line 11.4)	0
Voted Physical Plant & Equipment (A&L line 19.4)	0

Utility Replacement and Property Taxes Adopted

		Utility Replacement AND Property Tax Dollars	Levy Rate	Property Taxes Levied	Estimated Utility Replacement Dollars
Levy to Fund Combined District Cost (A&L line 15.3)	1	21,287,113			
+Educational Improvement Levy (A&L line 15.5)	2	0			
+Cash Reserve Levy - SBRC (A&L line 15.9)	3	4,732,034			
+Cash Reserve Levy - Other (A&L line 15.10)	4	1,425,000			
-Use of Fund Balance to Reduce Levy (A&L line 15.11)	5	0			
=Subtotal General Fund Levy (A&L line 15.14)	6	27,444,147	11.97065	27,317,632	126,515
+Instructional Support Levy (A&L line 15.13)	7	3,706,324	1.54838	3,689,959	16,365
=Total General Fund Levy (A&L line 15.12)	8	31,150,471	13.51903	31,007,591	142,880
	9				
Management	10	800,000	.34895	796,322	3,678
Amana Library	11	0	.00000	0	0
Voted Physical Plant & Equipment (Loan Agreement)	12	1,223,600			
+Voted Physical Plant & Equipment (Capital Project)	13	1,983,928			
=Subtotal Voted Physical Plant & Equipment	14	3,207,528	1.34000	3,193,367	14,161
+Regular Physical Plant & Equipment	15	789,914	.33000	786,426	3,488
=Total Physical Plant & Equipment	16	3,997,442			
	17				
Reorganization Equalization Levy	18	0	.00000	0	0
Emergency Levy (for Disaster Recovery)	19	0	.00000	0	0
Public Education/Recreation (Playground)	20	309,642	.13500	308,077	1,565
Debt Service	21	5,597,790	2.33857	5,573,069	24,721
GRAND TOTAL	22	41,855,345	18.01155	41,664,852	190,493

1-1-19 Taxable Valuation WITH Gas & Electric Utilities	2,292,618,786	WITHOUT Gas&Elec	2,282,050,858
1-1-19 Tax Increment Valuation WITH Gas & Electric Utilities	101,058,846	WITHOUT Gas&Elec	101,058,846
1-1-19 Debt Service, PPEL, ISL Valuation WITH Gas & Electric Utilities	2,393,677,632	WITHOUT Gas&Elec	2,383,109,704

I certify this budget is in compliance with the following statements:

- The prescribed Notice of Public Hearing and Proposed Budget Summary (Form S-PB) was lawfully published, with said publication being evidenced by verified and filed proof of publication.
- The budget hearing notice was published not less than 10 days, nor more than 20 days, prior to the budget hearing.
- Adopted property taxes do not exceed published amounts.
- Adopted expenditures do not exceed published amounts for any of the four individual expenditure categories, or in total.
- Adopted property taxes meet the debt service and loan agreement needs identified on Form 703. Debt service levy for GO bond payments only.
- This budget was certified on or before April 15, 2020.

Date Budget Adopted: _____

_____ District Secretary

_____ County Auditor

SUMMARY OF PROPOSALS RECEIVED

Linn-Mar Community School District, Iowa

School Infrastructure Sales, Services, & Use Tax Revenue Bonds, Series 2020
 Proposal Due Date: Monday, April 6th, 2020 at 11:00AM CST
 Financing Closing Date: Tuesday, May 5th, 2020

Exhibit 702.1

WINNING PROPOSAL

Terms of Offering

Financial Institution: Key Government Finance
 Location: Denver, CO
 Final Par Amount: \$15,000,000
 Interest Cost (\$): \$3,819,007.00
 Net Proceeds: \$14,853,150.00
 Interest Rate: 2.3600%
 All-in-TIC: 2.4649%
 Call Date: Immediately @ 102%, Begin 7/1/2021 @ 100%;
 in whole, and not in part

Additional Proposal Provisions & Notes

Annual requirement to provide final audit within 270 days of each fiscal year-end; available on the following public website:
<https://auditor.iowa.gov/audit-reports>

Also the following tables updated annually:

SAVE Receipts	Revenue per Student
Statewide Enrollment	Amounts Pledged to Bond
District Enrollment	Debt Service Coverage

ALL PROPOSALS (As Bid)

Financial Institution	Location	Interest Cost (\$)	Interest Rate (Avg)	All In-TIC	Call Date	Final Maturity	Term	Amount
Standard Proposals								
Key Government Finance ¹	Denver, CO	3,844,424.27	2.36%	2.464242%	7/1/2021	2034	Full	15,000,000.00
Sterling National Bank ²	Columbus, OH	4,300,542.40	2.64%	2.745152%	7/1/2027	2034	Full	15,000,000.00

Additional Proposal Feedback

¹ \$6,000 of additional costs for purchaser's counsel, callable months 1-12 at 102%, audited financials within 270 days of fiscal year end, 1.20x ABT, taxable rate 2.99%

² \$5,000 of additional costs for purchaser's counsel

SALES TAX REVENUE BONDS

Linn-Mar Community School District, Iowa
 Prepared by: Piper Sandler & Co.

ACTUAL FINAL RESULT: Key Government Finance = purchaser
First Callable: Immediately @ 102%, 7/1/2021 @ 100% in whole, but not in part

ESTIMATED USES OF FUNDS	
Project Funds Available:	14,853,150
Debt Service Reserve Fund:	0
Costs of Issuance:	146,850
Underwriting Costs:	0
Deposit to Sinking Fund:	0.00
Surplus:	0
TOTAL	15,000,000

ESTIMATED SOURCES OF FUNDS	
Sales Tax Bonds:	15,000,000
Accrued Interest:	0.00
Earnings During Construction:	0
Other Borrowing Proceeds:	0
Donations:	0
Grants:	0
PEEL+SAVE Cash:	0
TOTAL	15,000,000

Reserve Fund Calculation:	
Max Future D/S:	2,661,015
10% of Par:	1,500,000
125% of Avg D/S:	1,680,268

ESTIMATED COSTS OF ISSUANCE	
Bond Counsel:	25,500
Placement Agent:	112,500
Financial Advisor:	0
Paying Agent:	600
Printing:	0
Disclosure Counsel:	0
Parity Certificate:	2,250
Bond Rating:	0
CUSIP:	0
Purchaser's Counsel:	6,000
TOTAL	146,850

Date	Principal Maturity	Est'd Interest Rate	Semi Annual Interest Payment	Annual P & I This Issue	Plus Prior Debt Issued	TOTAL SAVE DEBT OBLIGATION	Estimated Annual SAVE Income	Estimated Debt Service Coverage
Dated May 5, 2020								
ASSUMING CURRENT REVENUE LEVELS; EST'd GROWTH IN REVENUES NOT SHOWN								
7/1/2019								
1/1/2020								
7/1/2020					5,042,199	5,042,199	8,005,043	1.580
1/1/2021			232,067					
7/1/2021	590,000	2.360%	177,000	999,067	5,048,454	6,047,521	8,005,043	1.320
1/1/2022			170,038					
7/1/2022	659,000	2.360%	170,038	999,076	5,048,033	6,047,109	8,005,043	1.320
1/1/2023			162,262					
7/1/2023	200,000	2.360%	162,262	524,524	5,050,827	5,575,351	8,005,043	1.430
1/1/2024			159,902					
7/1/2024	175,000	2.360%	159,902	494,804	5,079,634	5,574,437	8,005,043	1.430
1/1/2025			157,837					
7/1/2025	171,000	2.360%	157,837	486,674	5,089,225	5,575,899	8,005,043	1.430
1/1/2026			155,819					
7/1/2026	184,000	2.360%	155,819	495,638	5,079,349	5,574,987	8,005,043	1.430
1/1/2027			153,648					
7/1/2027	193,000	2.360%	153,648	500,296	5,075,361	5,575,656	8,005,043	1.430
1/1/2028			151,370					
7/1/2028	232,000	2.360%	151,370	534,741	5,040,562	5,575,303	8,005,043	1.430
1/1/2029			148,633					
7/1/2029	244,000	2.360%	148,633	541,266	5,034,195	5,575,461	8,005,043	1.430
1/1/2030			145,754					
7/1/2030	2,309,000	2.360%	145,754	2,600,507		2,600,507	8,005,043	3.070
1/1/2031			118,507					
7/1/2031	2,424,000	2.360%	118,507	2,661,015		2,661,015	8,005,043	3.000
1/1/2032			89,904					
7/1/2032	2,481,000	2.360%	89,904	2,660,808		2,660,808	8,005,043	3.000
1/1/2033			60,628					
7/1/2033	2,539,000	2.360%	60,628	2,660,257		2,660,257	8,005,043	3.000
1/1/2034			30,668					
7/1/2034	2,599,000	2.360%	30,668	2,660,336		2,660,336	8,005,043	3.000
1/1/2035								
7/1/2035							8,005,043	
1/1/2036								
7/1/2036							8,005,043	
1/1/2037								
7/1/2037							8,005,043	
1/1/2038								
7/1/2038							8,005,043	
1/1/2039								
7/1/2039							8,005,043	
Totals:	15,000,000		3,819,007	18,819,007	50,587,838	69,406,845	248,156,319	

No restructuring of existing SAVE Bonds is required to meet prior "additional bonds test" which was set at 1.20x coverage for all currently outstanding SAVE Bonds of the district....



Linn-Mar Community School District, Iowa
\$15,000,000 Tax-Exempt Direct Placement
School Infrastructure Sales, Service & Use Tax Revenue Bonds, Series 2020
Summary of Terms and Conditions
April 6, 2020

This Financing proposal is provided for discussion purposes only and does not represent a commitment from Key Government Finance, Inc. ("KGF"). This proposal and its terms are submitted on a confidential basis and shall not be disclosed to third parties (other than the Borrower's officers, directors, employees and advisors charged with reviewing and/or implementing the transactions contemplated hereby) without KGF's consent. This proposal is intended as an outline of certain material terms of the Facility and does not purport to summarize all the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation for the Facility contemplated hereby.

Key Government Finance, Inc., ("Lender") is pleased to provide the following term sheet for a tax-exempt direct purchase financing structure to the Linn-Mar Community School District, Iowa.

Lender:	Key Government Finance, Inc. ("Lender").
Borrower/Issuer:	Linn-Mar Community School District, Iowa (the "District").
Facility:	Tax-Exempt Direct Purchase of School Infrastructure Sales, Service & Use Tax Revenue Bonds, Series 2020 by the Lender (the "Bonds").
Amount:	\$15,000,000. The full amount of the Bonds shall be advanced at closing.
Use of Proceeds:	Proceeds of the 2020 Bonds will be used for ongoing renovations to buildings throughout the District campus, including but not limited to the completion of two new intermediate school buildings (funded primarily with the proceeds of \$55,000,000 in GO Bonds previously issued), land acquisition for future development, etc. Proceeds may also be used for improvements to various attributes of campus & building safety and security.
Tax Status:	An opinion will be required from Bond Counsel that the Bonds are exempt from federal income taxation. The cost for the tax opinion will be paid for by the Borrower.
Amortization and Term:	169 months, fully amortizing. Final maturity of the Bonds will be July 1, 2034 ("Final Maturity"). KGF will purchase the tax-exempt Bonds through Final Maturity.
Repayment:	Principal payments to be paid on an annual basis beginning July 1, 2021 through Final Maturity. Interest payments to be paid on a semi-annual basis beginning January 1, 2020 through Final Maturity. Any amortization that differs from the debt service schedule in the RFP and increases the average life of the financing for the option below, may result in an adjustment to the interest rate provided.
Interest Rate:	Based on market conditions as of April 6, 2020, the tax-exempt interest rate is 2.36%. This interest rate needs to be accepted by the Borrower no later than April 13, 2020 and would be valid for closing on or before the anticipated closing date.

Interest Day Count: 30/360

Origination Fee: 0 basis points (0.0%).

Costs of Issuance: Borrower will be responsible for all costs related to this financing including but not limited to Bond, Issuer's, Trustee's, Borrower's and Lender's Counsel fees. Financing costs can be included in the borrowing amount. Final costs will be based on actual fees for services rendered by providers. Lender anticipates using Kutak Rock LLP as Lenders Counsel for this transaction. The cost for Lenders Counsel is estimated to be \$6,000 plus disbursements. The cost for Lenders Counsel will be paid by the Borrower.

Prepayment: The Facility may be prepaid in whole, but not in part, subject to a prepayment premium calculated on the outstanding principal balance at the time of the termination as follows:

Months 1 – 12	2.00%
Month 13 to maturity	0.00%

Collateral: The Bonds are paid from the \$0.01 school infrastructure sales tax (the "SAVE Tax"). The SAVE tax expires January 1, 2051, unless extended by an act of the Legislature.

Financial Reporting: Borrower shall provide to the Lender:

1. Annual audited financial statements within 270 days of Borrower's fiscal year end.
2. Covenant Compliance Certificate certified by the Financial Officer of the Borrower, to accompany annual statements.
3. Other financial reports as Lender may reasonably request.

Financial Covenants: **Additional Debt Covenant:** No Bonds with a lien senior to this issue may be issued. No parity lien obligations secured by the Tax may be issued without coverage, as certified by an independent FA or CPA, of 1.2x - calculated based on historical maximum annual debt service (MADS).

Any amendment, modification and/or waiver will require the consent in writing by the Lender.

Debt Service Reserve: None.

Documents: All documents shall be attorney prepared and in form and substance acceptable to the Lender and its legal counsel.

Conditions Precedent to Closing: Borrower's obligation will be subject to such terms and conditions that Lender may require with respect to this transaction, or as are customarily required with respect to similar credits and as set forth in the Facility documents. Without limitation, such terms and conditions shall include:

1. Absence of Default.
2. Accuracy of Representations and Warranties.
3. Negotiation and Execution of satisfactory closing documents.
4. Absence of material adverse change in financial condition of Borrower during the period from the date hereof to the Closing Date.

Ongoing Disclosure: Annual Continuing Disclosure containing the following information for at least the most recent five (5) year period:

1. Amount of the Statewide Receipts of the School Infrastructure Sales, Services & Use Tax
2. Statewide Enrollment
3. Average Revenue Per Student
4. District Enrollment
5. Amounts pledged to the Bonds
6. The Debt Service Coverage ratio on the Bonds

Event of Taxability and Gross-Up: 2.99%

Other: The Lender will make a loan by purchasing the Bonds under the following additional conditions: (i) the Bonds are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) the Lender will hold the Bonds as one single debt instrument; (iii) no CUSIP numbers will be obtained for the Bonds; (iv) no final Official Statement has been prepared in connection with the private placement of the Bonds; (v) the Bonds will not close through the DTC or any similar repository and will not be in book entry form; and (vi) the Bonds are not listed on any stock or other securities exchange.

Anticipated Closing Date: May 5, 2020

Proposal Acceptance/Expiration

This proposal is issued in reliance upon the accuracy of all information presented by you to us and is contingent upon the absence of any material adverse change in your condition, financial or otherwise, from the condition as it was represented to us at the time of this proposal. This proposal is subject to our formal approval and the execution of documentation acceptable to each of us. **IT IS NOT A COMMITMENT BY US TO ENGAGE IN THIS TRANSACTION.**

Key Government Finance ("KGF") is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (b) KGF is acting for its own interests; and (c) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

Key Government Finance, Inc. (i) is an entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, and (ii) the present intent of the Key Government Finance, Inc., is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Any placement agent, broker or financial advisor may rely upon the representations and warranties contained in this paragraph.

Lender notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, as amended and supplemented) (the "Patriot Act"), that Lender is required to obtain, verify and record all information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Patriot Act.

Lender acknowledges that, in connection with Borrower's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Borrower pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Borrower may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Facility and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Facility, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Borrower shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lender or any Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Borrower acknowledges and agrees that Lender is not responsible in connection with any EMMA Notice relating to this Facility for Borrower's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

If the outlined foregoing proposal is satisfactory, reflects an arrangement that suits the need of your organization and you would like Key to commence its due diligence process, please sign and return this proposal. The terms described in this proposal will expire in ten (10) business days if we have not received an authorized signed copy on or before such date.

Thank you for allowing us the opportunity to present this Proposal. If you have any questions, please call me at 720-904-4037.

Sincerely,



Kristen M. Sundin, Vice President
Key Government Finance, Inc.
Mountain and Plains Regional Manager
1675 Broadway, Suite 400
Denver, CO 80202
Direct: 720.904.4037
Mobile: 720.219.6918
Kristen.Sundin@Key.com

APPROVED THIS ____ DAY OF _____, 2020

Linn-Mar Community School District, Iowa

By: _____

Print Name: _____

Title: _____

ITEMS TO INCLUDE ON AGENDA

LINN-MAR COMMUNITY SCHOOL DISTRICT

Approximately \$15,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020

- Consideration of Financing Proposals Opened and Reviewed by the Superintendent of Schools, Board Secretary, and the Placement Agent.
- Resolution Directing Sale.

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE SCHOOL
DISTRICT.**

April 6, 2020

The Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, met in _____ session, in the Board Room, Learning Resource Center, Linn-Mar Community School District, 2999 North 10th Street, Marion, Iowa, at 7:00 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE SALE OF APPROXIMATELY \$15,000,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2020," and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted.

* * * * *

RESOLUTION DIRECTING THE SALE OF APPROXIMATELY
\$15,000,000 SCHOOL INFRASTRUCTURE SALES, SERVICES
AND USE TAX REVENUE BONDS, SERIES 2020

This is the time and place for the sale of School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020 (the "Bonds");

WHEREAS, the School District has received proposals for the sale of the Bonds and has arranged for the sale of these Bonds to _____, at a purchase price of par, plus accrued interest to date of delivery:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE LINN-MAR COMMUNITY SCHOOL DISTRICT IN THE COUNTY OF LINN, STATE OF IOWA:

Section 1. The sale of approximately \$15,000,000 School Infrastructure, Sales, Services and Use Tax Revenue Bonds, Series 2020, to be dated the date of delivery, for the purpose of providing funds to complete construction of the Intermediate buildings, acquire land, complete renovations and improvements to the Elementary buildings, and security improvements at existing facilities, upon the following terms, is approved and confirmed.

Section 2. That the President and Secretary are authorized and directed to issue and deliver approximately \$15,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, in the aggregate principal amount of approximately \$15,000,000, each in the denomination of \$100,000 or integral multiples of \$5,000 in excess thereof, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
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See attached

Section 3. That all acts of the Superintendent of Schools and Board Secretary done in furtherance of the sale of the Bonds are ratified and approved.

PASSED AND APPROVED this 6th day of April, 2020.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

CERTIFICATE

STATE OF IOWA)
) SS
 COUNTY OF LINN)

I, the undersigned Secretary of the Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this _____ day of _____, 2020.

 Secretary of the Board of Directors of the
 Linn-Mar Community School District



Board of Directors – Specific Duties of the Board

Policy Title: School Board Conflict of Interest Code 202.7

School board members must be able to make decisions objectively. It is a conflict of interest for a board member to receive direct compensation from the school district, unless exempted in law or policy, for anything other than reimbursement of actual and necessary expenses, including travel, incurred in the performance of official duties. A board member will not act as an agent for school textbooks or school supplies, including sports apparel or equipment, in any transaction with a director, officer, or other staff member of the school district during the board member's term of office. It will not be a conflict of interest for board members to receive compensation from the school district for contracts for the purchase of goods or services which benefit a board member, or to receive compensation for part-time or temporary employment which benefits a board member, if the benefit to the board member does not exceed \$6,000 in a fiscal year or if the contracts are made by the board, upon competitive bid in writing, publicly invited and opened.

The conflict of interest provisions do not apply to a contract that is a bond, note, or other obligation of a school corporation if the contract is not acquired directly from the school corporation, but is acquired in a transaction with a third party, who may or may not be the original underwriter, purchaser, or obligee of the contract, or to a contract in which a director has an interest solely by reason of employment if the contract was made by competitive bid in writing, publicly invited and opened, or if the remuneration for employment will not be directly affected as a result of the contract and duties of employment do not involve any of the preparation or procurement of any part of the contract. The competitive bid section of the conflict of interest provision does not apply to a contract for professional services not customarily awarded by competitive bid.

It will also be a conflict of interest for a board member to engage in any outside employment or activity which is in conflict with the board member's official duties and responsibilities. In determining whether outside employment or activity of a board member creates a conflict of interest, situations in which an unacceptable conflict of interest is deemed to exist shall include, but are not be limited to, any of the following:

1. The outside employment or activity involves the use of the school district's time, facilities, equipment, and supplies or the use of the school district badge, uniform, business card, or other evidence of office to give the board member or member of the board member's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to a board member.
2. The outside employment or activity involves the receipt of, promise of, or acceptance of money or other consideration by the board member or a member of the board member's immediate family from anyone other than the state or the school district for the performance of any act that the board member would be required or expected to perform as part of the board member's regular duties or during the hours in which the board member performs service or work for the school district.

3. The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of the board member during the performance of the board member's duties of office or employment.

If the outside employment or activity is employment or activity in (1) or (2) above, the board member must cease the employment or activity. If the employment or activity falls under (3) then the board member must:

- a. Cease the outside employment or activity; or
- b. Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmation action to influence any vote, determining the facts or law in a contested case or rulemaking proceeding, conducting any inspection, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

When procurement is supported by Federal Child Nutrition Funds, board members will not participate in the selection, award, or administration of a contract if there is a real or apparent conflict of interest in the contract. Contract, for purposes of this paragraph, includes a contract where the board member, board member's immediate family, partner, or non-school district employer of these individuals is a party to the contract.

It is a conflict of interest for the board to enter into business with an **immediate family member** of a school board **member** during their term of service to the district.

For purposes of this policy, "immediate family members" includes one's parents, step-parents, siblings, spouse/partner, children, step-children, foster children, in-laws, sibling in-laws, grandparents, great grandparents, step-great grandparents, grandchildren, aunts, uncles, nieces, and nephews.

It is the responsibility of each board member to be aware of an actual or potential conflict of interest. It is also the responsibility of each board member to take the action necessary to eliminate such a conflict of interest. Should a conflict of interest arise, a board member should not participate in any action relating to the issue from which the conflict arose.

Adopted: 6/70

Reviewed: 10/11; 4/13

Revised: 8/14; 4/16; 9/16; 10/19; 3/20

Related Policy (Code#): 201.4-5; 202.1; 205.3

Legal Reference (Code of Iowa): 22 CFR § 518.42; §§ 68B; 71.1; 277.27; 279.7A; 301.28

IASB Reference: 203



**Policy Title: Equal Employment Opportunity
Code 400.1**

The Linn-Mar Community School District shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives, and regulations of federal, state, and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination.

The district shall provide a workplace that fosters respect and appreciation for the cultural diversity found in our country; an awareness of the rights, duties, and responsibilities of each individual as a member of a pluralistic society; and reduce stereotyping and bias on the basis of age, color creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, genetic information, physical or mental ability or disability, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial status.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Iowa Department of Education for the position for which they apply. In employing individuals, the board will consider the qualifications, credentials, and records of the applicants without regard to age, color creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, genetic information, physical or mental ability or disability, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial status.

The district will take affirmative action in major job categories where women, men, minorities, and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees will be given notice of this policy on an annual basis.

The board will appoint an affirmative action coordinator. The affirmative action coordinator will have the responsibility of drafting the affirmative action plan. The affirmative action plan will be reviewed by the board at least every two years.

Prior to final offer of employment for any teaching position, the district will perform the background checks required by law. The district may determine on a case-by-case basis that, based on the duties, other positions within the district will also require background checks. Based upon the results of the background checks, the district will determine whether an offer will be extended. If the candidate is a teacher who has an initial license from the BOEE, then the requirement for a background check is waived.

Advertisements and notices for vacancies within the district will contain the following statement: "The Linn-Mar Community School District is an EEO/AA employer." The statement will also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunities and/or affirmative action laws and policies, including but not limited to complaints of discrimination, will be directed to the Linn-Mar Equity Coordinators and/or Affirmative Action Coordinator by writing to:

Linn-Mar Community School District Equity Coordinators:

Mr. Nathan Wear, Associate Superintendent
319-447-3028 / Nathan.wear@Linnmar.k12.ia.us

Mrs. Karla Christian, Chief Officer of Human Resources
319-447-3036 / kchristian@Linnmar.k12.ia.us

Affirmative Action Coordinator

Mrs. Karla Christian, Chief Officer of Human Resources
319-447-3036 / kchristian@Linnmar.k12.ia.us

Address: 2999 N 10th Street, Marion, IA 52302
Fax: 319-377-9252

Inquiries by employees or applicants for employment regarding compliance with equal opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to either or both of the following:

Equal Employment Opportunity Commissions
Milwaukee Area Office - Reuss Federal Plaza
310 West Wisconsin Avenue, Suite 800
Milwaukee, WI 53203-2292
(800) 669-4000 or TTY (800) 669-6820
<http://www.eeoc.gov/field/milwaukee/index.cfm>

Iowa Civil Rights Commission
400 E 14th Street
Des Moines, IA, 50319-1004
Phone: (515) 281-4121 or (800) 457-4416
<http://www.state.ia.us/government/crc/index.html>

An inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint to the local level.

Adopted: 7/81
Reviewed: 12/11; 2/14; 9/14; 12/16
Revised: 1/11; 4/13; 11/18; 3/20
Related Policy (Code#): 400.1-E; 401.1
Legal Reference (Code of Iowa): 29 USC §§ 621-634; 42 USC §§ 200e *et seq*; 42 USC §§ 12101 *et seq*; §§ 19B; 20; 35C; 73; 216; 279.8; 281 IAC 12.4; 95
IASB Reference: 401.1



Staff/Personnel – All Employees

Policy Title: Equal Employment Opportunity Code 400.2

The Linn-Mar Community School District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives, and regulations of federal, state, and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. It is a goal of the district to have a diverse workforce. Employees will support and comply with the district's established equal employment opportunity and diversity hiring practices. Employees will be given notice of this policy annually.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Iowa Department of Education for the position for which they apply. In employing individuals the Linn-Mar Community School District will provide equal opportunity to employees and applicants for employment without regard to race, color, religion, creed, gender, national origin, age, disability, marital status, sexual orientation, gender identity, genetic information, as a covered veteran, or any other classification that is protected in accordance with applicable equal employment opportunity and affirmative action laws, directives, and regulations of federal, state, and local governing bodies.

Advertisements and notices for vacancies within the district will contain the following statement: *The Linn-Mar Community School District is an EEO employer dedicated to employing a diverse workforce of highly qualified employees.* This statement will also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and polices including but not limited to complaints of discrimination will be directed to Linn-Mar Equity Coordinators who have been designated by the school district to coordinate the district's efforts to comply with the regulations implementing Title VI, Title VII, Title IX, the ADA, §504, and Iowa Code §280.3 (2007).

Linn-Mar Community School District Equity Coordinators:

Mr. Nathan Wear, Associate Superintendent
319-447-3028 / Nathan.wear@Linnmar.k12.ia.us

Mrs. Karla Christian, Chief Officer of Human Resources
319-447-3036 / kchristian@Linnmar.k12.ia.us

Address: 2999 N 10th Street, Marion, IA 52302

Fax: 319-377-9252

Office Hours: 7:30 AM to 4:30 PM (M-Th) and 7:30 AM to 4:00 PM (Fri)

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and federal employment laws and policies including but not limited to complaints of discrimination may also be directed in writing to the Iowa Civil Rights Commission (400 E. 14th Street, Des Moines, IA, 50319 / 800-457-4416), the Director of the Region VII Office of the United States Equal Employment Opportunity Commission (601 East 12th Street, Room 353, Kansas City, MO, 64106 / 800-368-1019), or the US Department of Education, Office for Civil Rights (Lyndon Baines Johnson Department of Education Bldg., 400 Maryland Avenue, SW, Washington, DC, 20202-1100 / 800-421-3481). This inquiry or complaint to the federal office may be done instead of or in addition to an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the district's central administrative office and the administrative office in each attendance center.

Adopted: 11/05

Reviewed: 1/11; 12/11; 4/13; 2/14; 9/14; 3/20

Revised: 2/10; 9/16; 11/18

Related Policy (Code #): 400.1; 400.1-E

Legal Reference (Code of Iowa): 29 USC §§ 621-634 (2012); 49 USC §§ 12101 et seq (2012);
§§ 19B; 20; 35C; 73; 216; 279.8; 281 IAC 12.4; 95;
281 IAC 14.1; 2000



**Policy Title: Limitations to Employment References
Code 400.4**

The Linn-Mar Community School District believes in taking appropriate measures to promote the health and welfare of all students. Any school employee, volunteer, contractor, or agent shall not assist another school employee, volunteer, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative personnel files, if the individual or agency knows, or has probable cause to believe, that such school employee, volunteer, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

This limitation does not apply if the matter has been properly reported to law enforcement and any other regulatory authorities required by law, and either:

- The matter has been officially closed by the law enforcement agency;
- The individual is acquitted or otherwise exonerated of the alleged misconduct; or
- More than four years has passed since the case was opened, and no charges or indictment have been filed.

Adopted: 3/20

Reference (Iowa Code): 20 USC §7926; 281 IAC 12.3(14)

IASB Reference: 401.6



**Policy Title: Child Abuse Reporting by Licensed Personnel
Code 401.15**

All licensed personnel, nurses, teachers, coaches, and paraeducators are mandatory reporters as provided by law and are to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

When a mandatory reporter suspects a student is the victim of child abuse, the mandatory reporter will make an oral report of the suspected child abuse to the Iowa Department of Human Services within 24 hours of becoming aware of the abusive incident and shall make a written report to the Iowa Department of Human Services within 48 hours following the oral report. If the mandatory reporter believes the child is in immediate danger, the local law enforcement agency will also be notified.

Within six months of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child abuse, or submit evidence they've taken the course within:

- The previous five years for training certificates issued prior to July 1, 2019; or
- The previous three years for training certificates issued after July 1, 2019.

After July 1, 2019, employees who have previously taken mandatory reporter training will be required to take the two-hour training course before the expiration of their current training certificate. Once the training course has been taken, the certificate will remain valid for three years. Employees who have taken the post-July 1, 2019 two-hour training course will take the one-hour follow up training course every three years and prior to the expiration of their certificate.

The superintendent is responsible for drafting administrative regulations to implement this policy.

Adopted: 7/79

Reviewed 1/11; 12/11; 4/13

Revised: 9/14; 12/16; 3/20

Related Policy (Code#): 401.15-R

Legal Reference (Code of Iowa): §§ 232.67-77; 232A; 235A; 280.17; 441 IAC 9.2; 155; 175

IASB Reference: 402.2, 402.3



School District – Educational Philosophy

Policy Title: **Vision, Mission, and Beliefs** of the District Code 101.1

As a school corporation of Iowa, the Linn-Mar Community School District, acting through its board, is dedicated to promoting an equal opportunity for a quality public education to its students commensurate with the school district's ability to furnish financial support to provide for students. In cooperation with parents/guardians, the school district will strive to provide a nurturing learning environment that gives guidance and develops critical thinking in students for a lifetime.

The following vision, mission, and belief statements govern all actions of the district:

Vision:

2020

Spirit. Opportunity. **Future**>>

Mission Statement:

Inspire Learning. **Unlock Potential. Empower Achievement**

Beliefs:

1. Effective teaching and meaningful learning are our highest priorities;
2. Individuals are unique and learn at different rates in a variety of ways;
3. Quality instructional programming requires a rigorous curriculum, effective teaching, and ongoing assessment;
4. Our schools and facilities shall provide safe and engaging environments where civility is evident, and individuality is respected;
5. Students, staff, parents/guardians, and community members are partners, and all have responsibility in the educational process;
6. Meeting the learning needs of every student is an essential factor in their achievement; and
7. Staff make an essential difference in the lives of children, communities, and the larger context of the role that students will play as adults in the world.

Adopted: 6/15/70

Reviewed: 4/13; 5/14; 9/16

Revised: 10/11; 3/20

Legal Reference (Code of Iowa): §§ 256.11 (2013)

IASB Reference: 101



Curriculum development and its improvement is of primary importance and as such will be a part of the continuous improvement process put in place in the Linn-Mar Community School District.

The superintendent [or designee] will:

1. Have general coordinating authority over development of curriculum;
2. Ensure that curriculum is research-based and developed prior to selection of instructional materials;
3. Develop a process for curriculum review and development;
4. Include the participation of teachers, administrators, students, parents/guardians, and representatives from higher education, business, and industry in its curriculum development, as appropriate;
5. Keep the school board informed regarding current curriculum efforts and student achievement; and
6. Provide all necessary assistance to the school board in reviewing reports, information, and dates on each curriculum area for evaluation and adoption by the school board.

The superintendent [or designee] will establish a curriculum material review and evaluation process for each area of the curriculum, which will serve as the procedure for district-wide curriculum development. The school board recognizes that effective curriculum development requires the planned allocation of resources, staff time, and staff development.

All curriculum may be reviewed by the school board. Curricular proposals from certified staff may be presented to the superintendent [or designee]. Curriculum maps, including standards and aligned assessments, will be developed and used for the various subject areas or interdisciplinary offerings. The curriculum maps will present a framework for proposed instructional strategies and assessment as a basis for further development of any particular area. The curriculum maps reflecting a correlation of standards, Iowa Core curriculum, and Common Core will be designed to assist all users in strengthening and clarifying their teaching, philosophy of learning, differentiation of instruction, and use of materials. The superintendent [or designee] will design procedures for the development and use of the curriculum maps.

Adopted: 9/99

Reviewed: 4/13; 9/16; 3/20

Revised: 9/10

Related Policy (Code #): 101.1; 602.10-13

Legal Reference (Code of Iowa): 20 USC § 1232h; 34 CFR PT 98; 216.9; 256.7; 279.8; 280.3; 281 IAC 12.5, .8

IASB Reference: 602.1 – Mandatory Policy



**Policy Title: Curriculum Development
Code 602.10**

Curriculum development is an ongoing process in the school district and consists of both research and design. Research is the studious inquiry and critical investigation of the various content areas for the purpose of revising and improving curriculum and instruction based on relevant information pertaining to the discipline. This study is conducted both internally (what/how we are currently doing at the local level) and externally (what national standards, professional organizations, recognized experts, current research, etc., tell us relative to the content area). Design is the deliberate process of planning and selecting the standards and instructional strategies that will improve the learning experiences for all students.

A systematic approach to curriculum development (careful research, design, and articulation of the curriculum) serves several purposes:

- Focuses attention on the content standards of each discipline and ensures the identified learnings are rigorous, challenging, and represent the most important learning for the students.
- Increases the probability that students will acquire the desired knowledge, skills, and dispositions and that our schools will be successful in providing appropriate learning experiences.
- Facilitates communication and coordination
- Improves classroom instruction

The superintendent [or designee] is responsible for curriculum development and for determining the most effective method of conducting research and design activities. A curriculum framework will describe the processes and procedures that will be followed in researching, designing, and articulating each curriculum area. This framework will, at a minimum, describe the processes and procedures for the following curriculum development activities to:

- Study the latest thinking, trends, research, and expert advice regarding the content/discipline
- Study the current status of the content/discipline (what/how well student are currently learning)
- Identify content standards, benchmarks, and grade level expectations for the content/discipline
- Describe the desired learning behavior's teaching and learning environment related to the content/discipline
- Identify differences in the desired and present program and develop a plan for addressing the differences
- Communication with internal and external publics regarding the content area
- Involve staff, parents/guardians and legal custodian, students, and community in curriculum development decisions

- Verify integration of local, state, and/or federal mandates (MCGF, Iowa Core, etc.)
- Verify how the standards and benchmarks of the content/discipline support each of the broader student learning goals and provide a K-12 continuum that builds on the prior learning of each level

The superintendent [or designee] will establish a curriculum material review and evaluation process for each area of the curriculum, which will serve as the procedure for district-wide curriculum development. The school board recognizes that effective curriculum development requires the planned allocation of resources, staff time, and staff development.

All curriculum may be reviewed by the school board. Curricular proposals from certified staff may be presented to the superintendent [or designee]. Curriculum maps, including standards and aligned assessments, will be developed and used for the various subject areas or interdisciplinary offerings. The curriculum maps will present a framework for proposed instructional strategies and assessment as a basis for further development of any particular area. The curriculum maps reflecting a correlation of standards, Iowa Core curriculum, and Common Core will be designed to assist all users in strengthening and clarifying their teaching, philosophy of learning, differentiation of instruction, and use of materials. The superintendent [or designee] will design procedures for the development and use of the curriculum maps.

It is the responsibility of the superintendent [or designee] to keep the board apprised of necessary curriculum revisions, progress, or each content area related to curriculum development activities, and to develop administrative regulations for curriculum development including recommendations to the board.

Adopted: 6/70

Reviewed: 6/11; 10/13; 4/15

Revised: 7/12; 3/20

Related Policy (Code#): 600.1-2; 602.11-13

Legal Reference (Code of Iowa): §§ 216.9; 256.7; 279.8; 280.3; 281 IAC 12.5, .8

IASB Reference: 602.1



**Policy Title: Quality of Instruction
Code 101.3**

The quality of instruction the students receive is essential to their growth as lifelong learners and productive community members. The success of students in achieving the educational goals and essential learnings of the district is determined in part by the capacity of professional staff to select and deliver the appropriate instructional strategy that aligns with curriculum content, process, application, and learner need.

Professional staff development designed for continuous improvement and the acquisition of research-based methodology is necessary to build a repertoire for effective instruction for all students. Implementation of multiple teaching strategies in classroom instruction is critical to student growth and learning as students progress through the educational program at Linn-Mar.

Adopted: 7/05
Reviewed: 9/10; 4/13; 5/14; 9/16; 3/20
Revised: 10/11
Related Policy (Code #): 602.27-29-E

Delete - Duplicate Policy



The purpose of assessments is to measure individual student achievement. As students progress through the educational program at Linn-Mar, their progress as learners is to be assessed consistently in their classrooms with regard to attainment of the essential learnings and curriculum standards, including content and process, as outlined in the curriculum maps.

Assessments shall include formative assessments designed to monitor learning and adjust instruction, to optimize student achievement as appropriate, and summative assessments for the purpose of measuring achievement of curriculum standards.

In addition to formative and summative assessments, the district will employ standardized, norm-referenced testing systems for reporting student progress and comparison of student performance, as well as benchmarking with other comparable school districts.

Adopted: 7/05
Reviewed: 10/11; 4/13; 9/16; 3/20
Revised: 9/10; 5/14
Related Policy (Code #): 602.15; 605.2; 605.6
Legal Reference (Code of Iowa): 20 USC § 1232h; §§ 280.3
IASB reference: 505.4



A comprehensive testing program shall be established and maintained to evaluate the education program of the school district and to assist in providing guidance or counseling services to students and their families.

The purpose of assessments is to measure individual student achievement. As students progress through the educational program at Linn-Mar, their progress as learners is to be assessed consistently in their classrooms with regard to attainment of the essential learnings and curriculum standards, including content and process, as outlined in the curriculum maps.

Assessments shall include formative assessments designed to monitor learning and adjust instruction, to optimize student achievement as appropriate, and summative assessments for the purpose of measuring achievement of curriculum standards.

In addition to formative and summative assessments, the district will employ standardized, norm-referenced testing systems for reporting student progress and comparison of student performance, as well as benchmarking with other comparable school districts.

No student shall be required as part of any applicable program funded by the United States Department of Education to submit, without prior written consent from the student's parent, guardian, or legal custodian to surveys, analysis, or evaluation which reveals information concerning:

- a. Political affiliations or beliefs of the student or the student's parents, guardians, or legal custodians;
- b. Mental and psychological problems of the student or the student's family;
- c. Sexual behaviors and attitudes;
- d. Illegal, anti-social, self-incriminating, and demeaning behavior;
- e. Critical appraisals of other individuals with whom students have close family relationships;
- f. Legally recognized, privileged, and analogous relationships such as those of lawyers, physicians, and ministers;
- g. Religious practices, affiliations, or beliefs of the student or student's family; or
- h. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program);

without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parents, guardians, or legal custodians.

It shall be the responsibility of the superintendent [or designee] in conjunction with the principals to develop administrative regulations regarding this policy.

It shall be the responsibility of the superintendent [or designee] to provide the board annual reports on the testing program.

Adopted: 6/70

Reviewed: 6/11; 2/15; 4/18

Revised: 9/12; 10/13; 12/16; 3/20

Legal Reference (Code of Iowa): 280.3; 20 USC 1232h



As productive, responsible, lifelong learners it is essential Linn-Mar students be:

Competent in Core Skills and Knowledge who are proficient in reading comprehension, computation, mathematical reasoning, and technology skills and who can use cultural, artistic, historical, scientific, and technological applications to explain, assess, and anticipate change as well as construct knowledge as needed.

Thinkers who independently access information and resources, who create and critically investigate multiple options, and who make decisions that effectively solve a variety of problems.

Self-Directed Learners who are aware of their strengths, needs, interests, and wants; who can set achievable goals, monitor and evaluate their progress, and who are resourceful in responding to change.

Responsible Citizens who recognize the relationships between self and others, who accept responsibility for their personal actions, and who actively participate in improving themselves, their families, and local and global communities.

Effective Communicators who listen, speak, write, read, and respond clearly to a variety of audiences and purposes.

Collaborative Workers who use their interpersonal skills to develop constructive relationships with diverse individuals and groups.

Practitioners of Healthy Lifestyles who are aware of physical, social, and emotional health and wellness and incorporate appropriate practices into their everyday lives.

Adopted: 6/70

Reviewed: 10/11; 4/13; 5/14; 9/16

Revised: 9/10

Related Policy (Code #): 600.1

Legal Reference (Code of Iowa): §§ 600

IASB Reference: 600 Options I & II



Policy Title: Long-Range Needs Assessment

Code: ~~103.1~~ 102.1

Long-range needs assessment enables the school district to analyze assessment data, get feedback from the community about its expectations of students, and determine how well students are meeting learning goals. The school board will conduct ongoing and in-depth needs assessments by soliciting information from businesses, labor, industry, higher education, and community members regarding their expectations for adequate student preparation as responsible citizens and successful wage earners.

Feedback from district patrons, staff, and students will be gathered on a regular basis. The **Strategic Planning School Improvement Advisory** Committee, working with the superintendent, will gather input from the district's patrons, staff, and students on the district's long-range goals, student learning goals, and other areas as deemed appropriate by the committee. This input will be used in the committee's decision-making process and guidance in making recommendations to the Board of Education.

It is the responsibility of the superintendent [or designee] to ensure the school district community is informed of student progress on state and locally-determined indicators. The superintendent [or designee] will report annually to the school board about the means used to keep the community informed.

As a result of the board and committee's work, the school board will determine major educational needs and rank them in priority order, develop long-range goals and plans to meet the needs, establish and implement short-range and intermediate-range plans to meet the goals and to attain the desired levels of student performance, evaluate progress toward meeting the goals and maintain a record of progress under the plan that includes reports of student performance and results of school improvement projects, and annually report the district's progress made under the plan to the committee, community, and Iowa Department of Education.

Adopted: 7/81

Reviewed: 10/11; 5/14; 9/16

Revised: 9/10; 4/13; 3/20

Related Policy (Code #): 100.1; 901.3

Legal Reference (Code of Iowa): §§ 21; 256.7; 280.12 (2013); 281 IAC 12.8(1)(b)

IASB Reference: 103 – Mandatory Policy

COMMERCIAL PURCHASE AGREEMENT

I/We request that Potter Real Estate / Charlie Potter (agent) select, prepare and complete form documents as authorized by Iowa law or by Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard statements, and declaration of value forms incident to this real estate transaction.

Date: March 3, 2020

The undersigned Buyer hereby offers the following terms and conditions for the property know as: 92.51 Acres located on North 10th Street - Parcel #11241-51001-00000

Legally described as:

P.O.S. #737, Parcel A (Exact legal description to be taken from abstract), Linn County, Iowa Subject to public highways, covenants, easements, restrictions, and zoning, if any.

PURCHASE PRICE to be \$ 1,896,455.00 and the method of payment as follows: \$ 25,000.00 earnest money with this contract. Earnest money to be paid to and held in Trust by Listing Broker. In the event all contingencies are not met in a timely manner as specified below, then said earnest money is to be returned to Buyer and this offer shall be null, void, and of no further effect. The balance of the purchase price shall be paid as indicated below.

[] A. NEW LOAN: This contract is subject to and contingent upon the Buyer's obtaining a commitment in writing for a loan for no less than % of the purchase price with an interest rate of % or less with a term of no less than years. Buyer agrees to pay all customary loan costs. Buyer agrees, within days of the final acceptance of this offer, to make application for such loan with a lender to obtain a loan commitment as stated above. Seller acknowledges and agrees that this property will be taken off the market until Seller receives written notice of a written loan commitment and release of financing contingency. If Buyer has NOT obtained written loan commitment, delivered to Seller on or before (date), the Seller may extend the deadlines of this Contract by giving Buyer or Buyer's agent written notice. Upon delivery of said notice, this Contract shall remain valid. If Seller DOES choose to give such written extension, then this Contract shall remain VALID until the Buyer has obtained a written loan commitment or written loan denial or until the date stated in Seller's extension. If such written loan commitment is not provided to the Seller's satisfaction by said date, this offer shall be null, void and of no further effect.

[] B. This contract is subject to the attached addendum (or addenda).

[] C. Contract for Deed: see attached addendum.

[X] D. Cash: Buyer will pay the balance of the purchase price in cash at time of closing with adjustments for closing costs to be either added or deducted from this amount. This Contract is NOT contingent upon Buyer obtaining funds in order to close this transaction. The Buyer certifies that there will be no loan associated with the purchase of this property. The Buyer agrees to provide to Seller within 30 days of the acceptance of this offer, veritable and verifiable evidence of the availability of the funds needed to purchase this property and close this transaction.

Buyer [Signature: SB] [Signature: JA] 03/03/20 1:33 PM CST dotloop verified

Seller [Signature: KR]

42 E. If this property does not appraise at the purchase price or greater, then this contract may be
43 voidable at the Buyer's option.

44 F. This purchase/sale is subject to a 1031 tax deferred exchange.

45 G. Other Financing Terms: _____
46 _____

47
48 CLOSING: Shall be on 11-2-2020 or sooner by mutual agreement of Buyer and Seller.

49
50 POSSESSION: To be given at time of closing or on (Date) _____ (Time) _____
51 If for any reason the closing or possession is delayed, the Buyer and Seller may make a separate
52 agreement with adjustments as of the date of closing or possession in the form of an amendment or
53 interim occupancy agreement. Any unpaid balance, rents, interest of insurance shall be adjusted as the
54 date of possession, and shall bear interest at the rate of ___% per annum from _____
55

56 SPECIAL ASSESSMENTS: Seller shall pay in full, or cause to be released, all Special Assessments and all
57 liens of record as of the date of closing. All Association fees, if any, shall also be paid current by the
58 Seller to date of closing. Any preliminary or deficiency assessments which cannot be discharged by
59 payment at closing shall be paid through a written escrow account with sufficient funds to pay such
60 liens when payable, with any unused funds to be returned to the Seller without further signatures of
61 the Buyer. All charges for solid waste, trash removal, sewage and assessments for maintenance that
62 are attributable to the Seller's ownership shall be paid by the Seller.

63
64 TAXES: The Seller shall pay all real estate taxes that are liens for prior years and all those that are due
65 and payable in the fiscal year in which possession is given. All subsequent taxes are payable by the
66 Buyer, except; (select the appropriate items below);

67 A. There will **NOT** be a tax proration.



68 B. Buyer(s) shall be given credit for all subsequent taxes prorated to the date of closing. Subsequent
69 taxes shall be calculated using the latest known applicable assessed value(s), roll back(s), exemption(s)
70 and levy of record at the time of closing.

71
72 APPROVAL OF ATTORNEY: (Circle yes or no)

73 This Purchase agreement IS subject to approval by Buyer's attorney. YES / NO within 10 days



74 This Purchase agreement IS subject to approval by Seller's attorney. YES / NO within ___ days


75
76 SIGNATURES OF THE PARTIES:

77  A. The Broker, his agents and employees make no representations or warranties to the physical
78 possession of the property (Buyer's Initials) 

79 B. Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose
80 Material Defects of which the Seller has actual knowledge and which a reasonable inspection by the
81 Buyer would not reveal. (Seller's Initials)

82 CONDITIONS/CONTINGENCIES: Buyer is purchasing the property for use as: Future school buildings

Buyer  
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Seller 

83 Buyer's obligation to complete this purchase is subject to satisfaction of the following conditions /
84 contingencies (The time period within which to complete any item listed commences as of the date of
85 final acceptance of this offer).

86 A. This offer is subject to property and or Buyer qualifying for liability insurance within _____ days

87 B. Within _____ calendar days, the Buyer shall obtain a structural pest control report, acceptable
88 to Buyer, by a professional exterminator selected by Buyer and at Buyer's expense.

89 C. Within _____ calendar days, the Buyer shall determine whether the existing zoning will permit
90 the use stated above.

91 D. Within _____ calendar days, the Buyer shall determine whether the utility services to the
92 property are sufficient.

93 E. Within _____ calendar days, the Buyer may have the property inspected to determine if there
94 are any structural, mechanical, plumbing, electrical, or other deficiencies unacceptable to the Buyer.

95 F. Buyer at his/her expense, will order a new survey, which must be completed and deemed
96 acceptable by buyer no later than (date) May 1, 2020

97 G. Buyer shall have the right, at his/her own expense, to secure an environmental assessment of the
98 property within _____ calendar days. Should Buyer, in its sole judgment, conclude that the
99 environment condition is unsatisfactory, then Buyer, upon written notice to Seller, may elect to rescind
100 this agreement. Buyer to indemnify Seller for any physical damage to the property resulting from any
101 environmental tests or investigations.

102 H. Buyer intends to rezone, develop, or build upon the property. This agreement is further
103 conditional upon Buyer obtaining the following by the specified deadlines:

104 I. Within _____ calendar days, rezoning the property to _____ (Zoning Classification) (Seller
105 agrees to execute necessary forms and documentation that may be required).

106 Prior to Seller accepting the conditions of the zoning, Buyer must release all contingencies and
107 conditions and agree to perform as specified, should said rezoning be granted; unless parties
108 otherwise agree to the following: _____
109 _____

110 J. Within _____ calendar days, site plan approval by all governmental authorities.



111 K. Within _____ calendar days, Preliminary / Final Plat plan approval with conditions
112 acceptable to Buyer

113 L. Within _____ calendar days, satisfactory geotechnical report (paid by Buyer) showing that the
114 physical characteristics of the property are acceptable for construction development.

115 M. Within _____ calendar days, confirmation that the property is not within 100 year flood plain.

116 N. Within _____ calendar days, certificate of occupancy.

117 ADDITIONAL CONTINGENCIES: _____
118 _____
119 _____

Buyer  
03/03/20 03/03/20
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Seller 

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91 D. Within _____ calendar days, the Buyer shall determine whether the utility services to the
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108 otherwise agree to the following: _____
109 _____

110 J. Within _____ calendar days, site plan approval by all governmental authorities.



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117 ADDITIONAL CONTINGENCIES: _____
118 _____
119 _____

Buyer  
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Seller 



120 PHYSICAL CONDITION PRIOR TO CLOSING: The property as of the date of this agreement including
121 building, grounds and all improvements, will be preserved by the Seller in its present condition until
122 possession, excluding ordinary wear and tear. The Buyer shall be permitted to make a final inspection
123 prior to possession or closing, whichever is sooner, in order to determine that there has been no
124 change in the condition of the property. Seller agrees to remove, at its expense and prior to
125 possession, all personal property not included in this sale, including all trash and miscellaneous items.
126 Any such personal property remaining on the premises shall, unless otherwise agreed, be conclusively
127 presumed to have been abandoned by and of no value to Seller. Seller to be liable for any costs
128 incurred by Buyers for the removal of said personal property. Seller, unless specifying otherwise in
129 writing, represents that as of date of closing, the heating equipment, air conditioning, ventilating
130 equipment, plumbing, electrical systems, and included appliances will be functioning properly, except: _
131 _____
132 _____
133 _____


134 INCLUDED PROPERTY: Included with the property shall be all fixtures that integrally belong to, are
135 specifically adapted to or are a part of the real estate, whether attached or detached, such as, but not
136 limited to voice/data wiring and ports, pre-wired security systems, electrical service cables, fencing,
137 shelving, gates, landscaping, light fixtures, air conditioning/heating equipment. Also included shall be
138 the following: _____
139 _____
140 _____
141 _____

142 The following items owned by tenants or otherwise reserved by Seller and therefore not included are: _
143 _____
144 _____
145 _____
146 _____
147 _____

148 SELLER'S DISCLOSURE:

- 149 A. This agreement is not contingent upon Seller providing Buyer evidence of compliance with local
150 zoning and housing code ordinances, if applicable, unless otherwise provided herein. However,
151 Seller does represent that Seller has not been notified by any governmental authority of any
152 existing deficiency or violation that required remedial action.
- 153 B. Seller shall furnish copies of all leases and agreements between tenants and Seller and this
154 offer is is not subject to Buyer approving said lease agreements by (date) April 1, 2020
- 155 C. Any commissions or other fees due under existing leases/agreements pertaining to this
156 property shall be the responsibility of the Seller _____ (Seller's Initials).
- 157 D. Federal law (known as Title X) requires notification of potentially dangerous levels of lead based
158 paint in certain properties built prior to 1978 (see Lead Based Paint Disclosure). If applicable
159 Seller will provide Buyer with copies of any records of prior test results pertaining to lead-based
160 paint findings.

Buyer  
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Seller 



162 NOTICE: Any notice required under this Purchase Agreement shall be deemed given when mailed by
163 certified mail, return receipt requested, properly addressed to the party to whom the notice is directed
164 or the notice may be given by personal delivery to the party or their agent. Copies of such notices shall
165 also be sent to the Listing Agent and Selling Agent or their brokers.
166


167 INSURANCE: Seller shall bear the risk of loss or damage to the property prior to closing or possession,
168 whichever occurs first. Seller agrees to maintain existing hazard insurance and Buyer may purchase
169 additional insurance. In the event of substantial damage or destruction prior to closing, the Contract
170 shall be null and void, unless otherwise agreed to by the parties. The property shall be deemed
171 substantially damaged or destroyed if it cannot be restored to its present condition on or before the
172 closing date.
173

174 JOINT TENANCY: If Seller's title is held in Joint Tenancy with full rights of survivorship, this Contract
175 shall not sever such joint tenancy. Upon the death of one or more of the joint tenants, payments shall
176 be made to the survivor or survivors.
177

178 ABSTRACT AND TITLE: Seller shall, immediately upon request, have the Abstract of Title extended to
179 date and submitted to an attorney(s) for a title opinion for the Buyer. Such attorney(s) shall be selected
180 by the Buyer or Buyer's lender. Such Abstract of Title shall show merchantable title in the Seller,
181 subject only to encumbrances and liens herein assumed and such other encumbrances and liens shall
182 be paid from the proceeds of this sale. Seller agrees to perfect the title in accordance with such title
183 opinion, by the date of closing so that upon conveyance, title shall be deemed marketable in
184 compliance with this Contract, the land title laws of the State of Iowa, and the Iowa Title Standards of
185 the Iowa Bar Association. If this sale is on the deferred installment plan, such other encumbrances shall
186 not exceed the unpaid balances of the stated purchase price and shall provide for an interest rate and
187 terms of payment no more onerous than those agreed to in the Contract. Thereafter, the Seller shall
188 not be obligated to make any further extension or corrections other than to show, upon full payment
189 of the purchase price, entries subsequently caused by the Seller and satisfaction of unassumed
190 encumbrances shown by said examination or those thereafter imposed by the Seller. Upon full
191 payment of the purchase price, Seller shall deliver to Buyer a general Warranty Deed to this property
192 accompanied by the Abstract of Title. If closing is delayed due to Seller's inability to provide
193 marketable title, the Contract shall continue in force and effect until either party rescinds this contract,
194 after giving ten (10) days written notice to the other party and the Broker(s), the Seller shall not be
195 entitled to rescind this contract unless he has made a reasonable effort to produce marketable title in
196 the prescribed time.
197

198 REMEDIES OF THE PARTIES: If Seller fails to fulfill this Contract, he will pay the Listing Broker the
199 commission in full. The Buyer shall have the right to have all payments returned and/or to proceed by
200 any action at law or in equity and the Seller agrees to pay costs and reasonable attorney fees, and a
201 receiver may be appointed. Broker may maintain an action at law against Seller for the Broker's
202 commission. If the Buyer fails to fulfill this Contract, Seller may forfeit the same as provided in Chapter
203 656 of the Code of Iowa, and all payments made so far shall be forfeited, or the Seller may proceed by
204 an action of law or in equity. The Buyer agrees to pay costs and reasonable attorney fees, including the
205 Broker's commission. For purpose of collecting the Broker's commission, Broker shall be deemed a

Buyer  
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Seller 

206 third party beneficiary to this Contract and maintain an action at law against the Buyer for the
207 collection of these fees. If Buyer or any other person or persons shall be in possession of this property
208 or any part thereof, Buyer will peaceably remove himself and his possessions and abandon all claims to
209 any right, title and interest in and to said property or in and to this Contract, or in default thereof he
210 may be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted
211 and removed. Any personal property remaining on the premises more than seven (7) days after the
212 completion of such forfeiture proceeding shall be conclusively presumed to have been abandoned by
213 the Buyer and of no value to Buyer and Seller may dispose of the same as Seller wishes without liability
214 and without any right of the Buyer to make claim for interest or damages.
215

216 **SUCCESSORS IN INTEREST:** When accepted, this Contract shall apply to and bind the heirs, executors,
217 administrators, assigns, and successors in interest of both parties. In case of the assignment of this
218 Contract by either party, prompt written notice shall be given to the other party. The liability of the
219 Buyer under this contract shall not cease or be terminated, even though the contract be assigned by
220 the Buyer, unless this liability is specifically released in writing by the Seller.
221

222 **COURT APPROVAL:** If the property is an asset of any estate, trust or conservatorship, this Contract is
223 contingent upon Court approval unless declared unnecessary by Buyer's attorney. If necessary, the
224 appropriate fiduciary shall promptly obtain Court approval and conveyance shall be made by a Court
225 Officer's Deed.
226



227 **FUNDS:** It is agreed that at time of closing, funds up to the purchase price, received from the Buyer
228 and/or Buyer's lender may be used to pay taxes, other liens, and expenses associated with this
229 transaction, same to be handled under the supervision of the listing Broker, escrow company, or lender
230 to receive such funds and make such payments and disbursements.
231

232 **GENERAL PROVISIONS:** In the performance of each part of this Contract, time shall be of the essence.
233 This Contract shall be binding on and inure to the benefit of the heirs, executors, administrator,
234 assigns, and are for the convenience of reference and shall not limit nor effect the meaning of this
235 Contract.
236

237 **MEDIATION:** In the event of a dispute, Buyer and Seller agree to mediation prior to initiating legal
238 action. The mediation will be conducted in accordance with the Rules and procedures of the Iowa
239 Association of Realtors Mediation Council. These rules will be provided upon request.
240

241 **DISPOSITION OF PERSONAL PROPERTY:** Seller agrees to remove, prior to closing or possession,
242 whichever comes first, all personal property not included in this sale, including trash and miscellaneous
243 items. Seller will be liable for any costs the Buyer incurs for the removal of any of the Seller's personal
244 property. Any such personal property remaining on the premises shall, unless the parties have
245 otherwise agreed, be conclusively presumed to have been abandoned by Seller and of no value to
246 Seller. Seller will comply with this expectation at Seller's effort and at Seller's expense.
247

248 **GENDER AND NUMBER:** State words and phrases shall be construed in the singular and plural number,
249 and as masculine, feminine or neuter gender as may be dictated by the context of this contract.

Buyer  
03/03/20 03/03/20
1:33 PM CST 1:34 PM CST
doLoop verified doLoop verified

Seller 

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FINAL INSPECTION: Buyer or his representative has the right to enter and inspect the premises, prior to closing or possession to determine if there have been any material changes in the property since the origination date of this Contract and acknowledges by deposit of final funds that the property is acceptable and all equipment is in working order.

ADDITIONAL PROVISIONS: Within 2 months following the date of this agreement, the Buyer shall obtain all necessary approvals for the purchase of the property, including without limitation the approval of the Linn Mar Community School District Board of Education.

SEE ATTACHED ADDENDUM

This offer to purchase is made of my own free will and shall be good and binding upon the undersigned if accepted on or before (date) March 6, 2020, by (time) 4:00 AM PM

Shannon Bisgard
dotloop verified
03/03/20 1:38 PM CST
NIPM-ZKHP-7ZT4-WY8D

JT Anderson
dotloop verified
03/03/20 1:54 PM CST
W67P-AEKS-3BZ2-MYXV

Buyer's Signature Date

Buyer's Signature Date

Shannon Bisgard, Superintendent
Buyer's Legal Name, (Printed)

JT Anderson, CFO
Buyer's Legal Name, (Printed)

SELLER'S ACCEPTANCE. The undersigned Seller(s) of the above property accepts the above offer and agrees to sell this property according to the terms offered on this date of: (date) _____, (time) _____ a.m./ p.m.

SELLER'S REJECTION. The undersigned Seller(s) of the above property rejects this Buyer's written offer to purchase the above stated property. (date) _____, (time) _____ a.m./ p.m.

SELLER'S COUNTER-OFFER. The undersigned Seller(s) of the above property accepts the above offer, however, counters certain terms and conditions as per attached Counter Offer. (date) 3/5/2020, (time) _____ a.m./ p.m.

Richard L. Runoe 3/5/2020
Seller's Signature Date

Seller's Signature Date

RICHARD L. RUNOE
Seller's Legal Name, (Printed)

Seller's Legal Name, (Printed)



COUNTER OFFER NUMBER (#): 1

AN ADDENDUM to the Purchase/Sale Contract dated: March 3, 2020

In response to the offer to purchase the real property commonly known as: 92.51 Acres located on N 10th Street in Marion, IA also described as parcel 11241-51001-00000 per the Linn County Assessor.

Made by Linn-Mar Community School District

the following Counter Offer is hereby submitted by: Buyer Seller Archdiocese of Dubuque Deposit

Purchase Price to be: \$2,173,985

Closing & Possession: Shall be on or before June 19, 2020

Earnest Money: Shall be deposited within 5 business days from the Effective Date of Purchase Agreement.

Buyer Attorney Approval: Within 10 days from the Effective Date of Purchase Agreement

Seller Attorney Approval: Agreement is subject to Seller's satisfactory approval within 10 days from the Effective Date of Purchase Agreement.

Linn-Mar Board Approval: Within 2 months from the Effective Date of Purchase Agreement

Buyer Entity Name: Buyer to state their Buyer Entity Name

OTHER TERMS: All other terms and conditions of the initial offer and any Counter Offers to buy shall remain the same.
EXPIRATION: This Counter Offer shall expire by (date) March 10, 2020, (time) 4:00 a.m./ p.m.

Brendan J. Jurek, Finance Officer 3/5/2020
 Seller Buyer _____ Date Seller Buyer _____ Date

ACCEPTANCE OF COUNTER OFFER

The undersigned accepts the above Counter Offer on (date) _____, (time) _____ a.m. p.m.

COUNTER OFFER NOT ACCEPTED

The undersigned rejects the above Counter Offer (date) _____, (time) _____ a.m. p.m.

ADDITIONAL COUNTER OFFER

The undersigned accept the above Counter Offer with EXCEPTIONS noted in the attached Counter Offer #2
(date) 03/05/2020, (time) _____ a.m. p.m.

Shannon Bisgard dotloop verified 03/05/20 4:21 PM CST FZCJ-XKEK-ULFG-X08B Seller Buyer _____ Date
[Signature] dotloop verified 03/05/20 2:44 PM CST DQV4-LHWY-WWKE-RGCR Seller Buyer _____ Date



COUNTER OFFER NUMBER (#): 2

AN ADDENDUM to the Purchase/Sale Contract dated: 03/03/2020

In response to the offer to purchase the real property commonly known as: 92.51 Acres located on N. 10th Street - Parcel #11241-51001-00000

The following Counter Offer is hereby submitted by: Buyer Seller

Your counter offer is accepted, except purchase price shall be \$2,000,000.00

Seller acknowledges that the buying entities name is Linn-Mar Community School District.

Multiple horizontal lines for additional terms or conditions.

OTHER TERMS: All other terms and conditions of the initial offer and any Counter Offers to buy shall remain the same.
EXPIRATION: This Counter Offer shall expire by (date) 03/09/2020, (time) 4:00 a.m. p.m.

Signature blocks for Seller and Buyer with verification stamps and checkboxes.

ACCEPTANCE OF COUNTER OFFER
The undersigned accepts the above Counter Offer on (date) _____, (time) _____ a.m. p.m.

COUNTER OFFER NOT ACCEPTED
The undersigned rejects the above Counter Offer (date) _____, (time) _____ a.m. p.m.

ADDITIONAL COUNTER OFFER
The undersigned accept the above Counter Offer with EXCEPTIONS noted in the attached Counter Offer # 3
(date) March 6, 2020 (time) _____ a.m. p.m.

Signature blocks for the additional counter offer.



COUNTER OFFER NUMBER (#): 3

AN ADDENDUM to the Purchase/Sale Contract dated: March 3, 2020
In response to the offer to purchase the real property commonly known as: 92.51 Acres located on N 10th Street in
Marion, IA also described as parcel 11241-51001-00000 per the Linn County Assessor.
Made by Linn-Mar Community School District
the following Counter Offer is hereby submitted by: Buyer Seller Archdiocese of Dubuque Depaalt
Purchase Price to be: \$2,035,220

OTHER TERMS: All other terms and conditions of the initial offer and any Counter Offers to buy shall remain the same.
EXPIRATION: This Counter Offer shall expire by (date) March 10, 2020, (time) 4:00 a.m./ p.m.

Richie J. Smith 3/6/2020
 Seller Buyer Date Seller Buyer Date

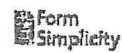
ACCEPTANCE OF COUNTER OFFER
The undersigned accepts the above Counter Offer on (date) 03/06/2020, (time) a.m. p.m.

COUNTER OFFER NOT ACCEPTED
The undersigned rejects the above Counter Offer (date) _____, (time) _____ a.m. p.m.

ADDITIONAL COUNTER OFFER
The undersigned accept the above Counter Offer with EXCEPTIONS noted in the attached Counter Offer # _____
(date) _____ (time) _____ a.m. p.m.

Shannon Biograd
doLoop verified
03/06/20 1:58 PM CST
HJF-TMCQ-SJWD-LCH
 Seller Buyer Date

[Signature]
doLoop verified
03/06/20 1:07 PM CST
XU1B-NYUD-E6B1-SJ09
 Seller Buyer Date



Fundraisers for Board Approval

Bldg/Group	Activity	Sponsor Group	Start Date	End Date	Est Profit	Purpose of Funds
Novak	Family Fun Night	PTO	4/26/20	4/26/20	\$1,500.00	operational
HS Clubs	Summer Camps	Robotics	6/8/20	6/12/20	\$10,000.00	fund expenses for 4 FIRST teams
			7/13/20	7/17/20		
			8/3/20	8/7/20		
	Gun Violence Prevention	Amnesty International	April 2020	August 2020	\$100.00	promote public involvement and letters to lawmakers
HS Girls Athletics	Co-Ed Track Camp	B/G Track	6/8/20	6/11/20	\$6,000.00	Drake Relay costs, equipment
	Trivia Night	Track & Field	spring 2020	spring 2020	\$400.00	equipment, uniforms
	Player T-Shirts	Track & Field	4/6/20	4/13/20	\$800.00	equipment, uniforms
	Poster	Cheerleading	6/1/20	6/30/20	\$2,500.00	registration fees, music, choreographer
	Swim Camp	Swim & Dive	6/8/20	8/6/20	\$1,200.00	travel expenses, equipment
	Clothing Sale	Swim & Dive	August 2020	August 2020	\$600.00	team expenses, equipment
	Dance Camp	Varsity Poms	June 2020	July 2020	\$3,000.00	uniforms, travel expenses, registration
	Clinics	Varsity Poms	June 2020	June 2020	\$7,000.00	uniforms, travel expenses, registration
			October 2020	October 2020		
	Poster	Varsity Poms	May 2020	August 2020	\$4,000.00	uniforms, travel expenses, registration
	Clinic	Soccer	4/4/20	4/4/20	\$1,000.00	warmup shirts, poster
HS Boys Athletics	Poster	B&G Cross Country	fall 2020	fall 2020	\$1,500.00	uniforms, equipment
	Camp	Football	6/4/20	7/24/20	\$7,000.00	uniforms, equipment, coach pay
	Card Sales	Football	8/10/20	8/22/20	\$20,000.00	uniforms, equipment, coach pay
	Poster	Tennis	spring 2020	spring 2020	\$1,000.00	awards, poster
	Summer Camp	Tennis	summer 2020	summer 2020	\$3,000.00	warmups, equipment
	Poster	Soccer	April 2020	April 2020	\$1,000.00	poster
	Apparel Sales	Soccer	April 2020	April 2020	\$3,000.00	equipment
	Camp	Soccer	5/2/20	5/2/20	\$3,000.00	poster, warmups



Inspire Learning.
Unlock Potential.
Empower Achievement.

**School Board Work Session Minutes
March 9, 2020**

100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education work session was called to order at 5:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Buchholz, Isenberg, Lausen, Morey, Nelson, Wall, and Weaver. Administration present: Bisgard, Wear, Breitfelder, Ramos, K. Christian, and Anderson.

200: Adoption of the Agenda *Motion 139-03-09*

MOTION by Weaver to adopt the agenda as presented. Second by Morey. Voice vote, all ayes. Motion carried.

300: Work Session

301: High School Feature Night – Exhibit 301.1

Dr. Jeff Gustason, Principal of Linn-Mar High School, Mark Hutcheson, Director of High School Teaching & Learning, and several high school staff members presented information on PowerSchool Learning, curriculum mapping, assessing student learning, and Standards Based Grading.

400: Adjournment

401: Adjournment *Motion 140-03-09*

MOTION by Wall to adjourn the work session at 6:48 PM. Second by Lausen. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President

JT Anderson, Board Secretary/Treasurer

**School Board Regular Meeting Minutes
March 9, 2020**

100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education regular meeting was called to order at 7:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Buchholz, Isenberg, Lausen, Morey, Nelson, Wall, and Weaver. Administration present: Bisgard, Wear, Breitfelder, Ramos, K. Christian, and Anderson.

200: Adoption of the Agenda *Motion 141-03-09*

MOTION by Weaver to adopt the agenda as presented. Second by Lausen. Voice vote, all ayes. Motion carried.

300: Audience Communications

No communications received.

400: Public Hearings

401: Public Hearing on Proposed Issuance of Bonds – Refer to Exhibit 605.1

A public hearing was held on the proposed issuance of approximately \$15,000,000 school infrastructure sales, services, and use tax revenue bonds. No communications received.

402: Public Hearing on Continued Participation in Instructional Support Levy – Refer to Exhibit 606.1

A public hearing was held to consider the continued participation in the instructional support levy. No communications received.

500: Informational Reports

501: Policy Committee – Refer to Exhibit 704.1

Weaver reported that the 100 series and the first half of the 400 series were reviewed during the February 26th Policy Committee meeting. Several updates were recommended to bring district policy in alignment with IASB recommendations/language.

502: Board Visit

Board members reported on their February 27th visit to Compass Alternative High School and shared they were impressed with the students, staff, programming, and the opportunities offered to students who are struggling to finish their high school education.

503: Finance/Audit Committee

Board members reported that during the March 5th Finance/Audit Committee meeting discussion covered the proposed certified budget for FY21, bids received for current construction projects, the current status of negative lunch balances, and that a two-year agreement was reached with SEIU for a total package increase of 2.38%. Lausen shared that donations to assist with negative lunch balances can be submitted through the Linn-Mar School Foundation.

504: Linn County Conference Board

Buchholz reported that during the March 5th Linn County Conference Board meeting there were no topics that directly related to the district.

505: Marion City Council

Weaver reported that during the March 5th Marion City Council meeting there were no topics that directly related to the district.

506: Cabinet Update – Exhibit 506.1

Superintendent Bisgard shared highlights from the Cabinet Update and reported that the district is currently developing plans to address issues that may arise due to the Coronavirus. Bisgard also reported that there will be no additional days added to the student calendar to cover weather-related cancellations, but the certified staff members are required to make up four days to meet their contract. Two makeup days will be held on June 4th and 5th. The other two days will be made up using personalized learning days.

600: Unfinished Business

601: Award Bid for Wilkins Elementary Renovation Project – Exhibit 601.1 ***Motion 142-03-09***
MOTION by Lausen to approve the bid from Tricon General Construction for the Wilkins Elementary Renovation Project with the base bid of \$823,000. Second by Wall. Voice vote, all ayes. Motion carried.

602: Award Bid for Indian Creek Renovation Project – Exhibit 602.1 ***Motion 143-03-09***
MOTION by Wall to approve the bid from Garling Construction for the Indian Creek Elementary Classroom Renovation Project with the base bid of \$479,000. Second by Lausen. Voice vote, all ayes. Motion carried.

603: Award Bid for Bowman Woods Roof Project – Exhibit 603.1 ***Motion 144-03-09***
MOTION by Lausen to approve the bid from DC Taylor Company for the Bowman Woods Roof Project for the total of \$988,576. Second by Buchholz. Voice vote, all ayes. Motion carried.

604: Award Bid for Bowman Woods Media Center Project – Exhibit 604.1 ***Motion 145-03-09***
MOTION by Wall to approve the bid from Peak Construction for the Bowman Woods Media Center Project for the amount of \$147,000. Second by Lausen. Voice vote, all ayes. Motion carried.

605: Approval of Resolution on Issuance of Bonds – Exhibit 605.1 ***Motion 146-03-09***
MOTION by Lausen to approve the resolution supporting the proposed issuance of approximately \$15,000,000 school infrastructure sales, service, and use tax revenue bonds. Second by Morey. Roll call vote, all ayes. Motion carried.

606: Approval of Resolution on ISL – Exhibit 606.1 ***Motion 147-03-09***
MOTION by Wall to approve the resolution to continue participation in the instructional support levy. Second by Weaver. Roll call vote, all ayes. Motion carried.

700: New Business

701: Establishment of Public Hearing – Exhibit 701.1 **Motion 148-03-09**

MOTION by Lausen to establish a public hearing on the 2020-21 certified budget for April 6th at 7:00 PM in the boardroom of the Learning Resource Center. Second by Wall. Voice vote, all ayes. Motion carried.

702: SEIU FY21 Agreement **Motion 149-03-09**

MOTION by Wall to approve the Linn-Mar Service Employees International Union Local 199 agreement for fiscal year 2021 at a total package increase of 2.38%; with language covering two years. Second by Lausen. Voice vote, all ayes. Motion carried.

703: Early Graduation Requests – Exhibit 703.1 **Motion 150-03-09**

MOTION by Weaver to approve the early graduation requests as presented. Second by Morey. Voice vote, all ayes. Motion carried.

- Nathaniel Cole
- Catie Dunmoyer
- Isaac Pingel
- Kaliegh Reynolds
- Adam Seastrand
- Elysia Severson
- Megan Wittenburg

704: First Reading of Policy Recommendations – Exhibit 704.1 **Motion 151-03-09**

MOTION by Wall to approve the first reading of the policy recommendations as presented. Second by Lausen. Voice vote, all ayes. Motion carried.

Changes recommended for the following policies:

- 202.7 – School Board Conflict of Interest
- 400.1 – Educational and Employment Equity
- 400.2 – Equal Employment Opportunity
- 400.4 – Limitations to Employment References – *New Policy*
- 401.15 – Child Abuse Reporting by Licensed Personnel
- 101.1 – Educational Philosophy of the District
- 101.2 – Curriculum Development – *Delete-duplicate policy.*
- 602.10 – Curriculum Development – *Merge wording from deleted 101.2.*
- 101.3 – Quality of Instruction – *Delete-duplicate policy.*
- 101.4 – Assessments – *Delete-duplicate policy.*
- 605.2 – Testing Program – *Merge wording from deleted 101.4.*
- 102.1 – Educational Objectives for Students – *Moving to 600 Series.*
- 103.1 – Long-Range Needs Assessment

705: Open Enrollment Requests **Motion 152-03-09**

MOTION by Buchholz to approve the open enrollment requests as presented. Second by Morey. Voice vote, all ayes. Motion carried.

Approved IN for 2019-20

Name	Grade	Resident District	Reason
Haas, Gemma	4 th	Monticello CSD	Good cause
Haas, Grady	1 st	Monticello CSD	Good cause

Approved OUT for 2019-20

Name	Grade	Requested District	Reason
O'Brien, Brandon	11 th	Independence CSD	Good cause

800: Consent Agenda Motion 153-03-09

MOTION by Lausen to approve the consent agenda with the removal of the personnel listing for Phil Katz. Second by Weaver. Voice vote, all ayes. Motion carried.

801: Personnel**Certified Staff: Assignment/Reassignment/Transfer**

Name	Assignment	Dept Action	Salary Placement
Baranowski, Brianna	From Leave of Absence to District ELL Teacher	8/17/20	Same
Barry, Debra	From NE Instructional Coach to BP 6 th Gr LA/SS Teacher	8/17/20	Same
Dill, Chelsea	From Leave of Absence to HS/Compass SS Teacher	8/17/20	Same
Gotto, Ryan	From Technology Integration Coach to BP PE Teacher	8/17/20	Same
Makinster, Kevin	From 5 th Gr Elementary Band to HP Band Teacher	8/17/20	Same
Sams, Amy	From .5 IC to 1.0 BP Band Teacher	8/17/20	Same
Vieth, Kelly	From Elementary Orchestra to BP Orchestra Teacher	8/17/20	Same
Ward, Kelly	From Leave of Absence to HP School Counselor	8/17/20	Same
Watts, Erin	From Teacher Leadership Coordinator to HP 5 th Gr Math/Science Teacher	8/17/20	Same
White, Julie	From EX to BP Student Support Services Teacher	8/17/20	Same

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Bancks, Debbie	EX: 6 th Gr Teacher	6/4/20	Personal
Frette, Kimberly	NE: 5 th Gr Teacher	6/4/20	Retirement
Greene, Doug	EX: Student Support Services Teacher	6/4/20	Retirement

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Brandt, Mykaela	NE: Student Support Associate	2/24/20	LMSEAA II, Step 7
Bruce, Niona	WF: Student Support Associate	2/25/20	LMSEAA II, Step 6
Fuller, Brent	NE: Custodian	2/24/20	SEIU C, Step 1
Krumm, Joseph	EH: .75 FTE Custodian	2/28/20	SEIU C, Step 1
Mansker, Ralph	NE: .75 FTE Custodian	2/24/20	SEIU C, Step 1
Roob, Melissa	NE: Part-Time Student Support Associate	3/2/20	LMSEAA II, Step 10
Skoneczka, Courtney	IC: Temporary School Facilitator	3/9/20	\$20.00/hour
Taylor, Brandy	EX: Health Assistant	3/9/20	LMSEAA II, Step 14

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Ortiz Zayas, Jonathan	EX: Custodian	3/17/20	Personal
Tague, Jessica	LG: Student Support Associate	3/6/20	Other Employment
Williams, Kimberly	EH: Custodian	2/28/20	Termination
Wright, Kathy	LRC: .5 Custodian	2/25/20	Personal

Co/Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Becker, Kristin	HS: Assistant Girls' Basketball Coach	3/4/20	\$5,426
Katz, Phil	HS: .5 Assistant Varsity Baseball Coach	2/28/20	\$2,170
Meeks, Austin	HS: From .5 Assistant Varsity Baseball Coach to 9 th Gr Head Baseball Coach	2/28/20	\$4,340
Tompkins, Chad	HS: Head Girls' Basketball Coach	3/3/20	\$8,319

Co/Extra-Curricular: Resignation

Name	Assignment	Dept Action	Reason
Geers, Michael	OR: Head 8 th Gr Football Coach	2/27/20	Personal

802: Approval of February 24th Minutes – Exhibit 802.1

803: Approval of Bills – Exhibit 803.1

804: Approval of Contracts – Exhibits 804.1-11

1. Agreement with LL Pelling Company for the Oak Ridge Track Project
2. Agreement with Kirkwood Community College for student teaching
3. Agreement with University of Northern Iowa for student teaching
4. Agreement with Timeclock Plus, LLC
5. Agreement with Goodwill of the Heartland
6. Independent contractor agreement with Heather Ash
7. Independent contractor agreement with Davis Churchman
8. Independent contractor agreement with Amy Friedl Stoner
9. Independent contractor agreement with Andrew Gentsch
10. Independent contractor agreement with Sherrie Maricle
11. Independent contractor agreement with Jared Rogers
12. Interagency agreements for special education with College CSD (1), Dubuque CSD (1), Marion Independent (1), and Sioux City CSD (1). *For student confidentiality, exhibits not provided.*

805: Overnight Excursion Request – Exhibit 805.1

Request for Robotics to attend Regionals in Cedar Falls on March 26-28, 2020.

900: Board Calendar, Communications, and Committees

901: Board Communications & Calendar

Date	Time	Event	Location
March 12	7:30 AM	Board Visit	Oak Ridge Middle School
<i>March 16-20</i>		<i>Spring Break</i>	<i>Districtwide</i>
March 19	5:30 PM	Marion City Council (<i>Wall</i>)	City Hall
March 26	11:30 AM	Board Visit	Bowman Woods Elementary
<i>March 27</i>	<i>6:00 PM</i>	<i>LM Foundation MANE Event</i>	<i>Cedar Rapids Marriott</i>
Date	Time	Event	Location
<i>April 2</i>	<i>10:00 AM</i>	<i>Compass Academic Celebration</i>	<i>LRC Gym</i>
April 3-6		NSBA Conference	Chicago, Illinois
April 6	7:00 PM	Board Regular Meeting <i>Only</i>	LRC Boardroom
April 9	7:30 AM	Board Visit	Linn Grove Elementary
April 9	5:30 PM	Marion City Council (<i>Lausen</i>)	City Hall
<i>April 14</i>	<i>12:00 PM</i> <i>5:30 PM</i>	<i>Superintendent's Lion Learning Sessions</i>	<i>LRC Boardroom</i>
April 16	7:30 AM	Finance/Audit Committee	LRC Room 203
April 20	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	LRC Boardroom
April 22	11:30 AM	Policy/Governance Committee	LRC Room 200
April 23	11:30 AM	Board Visit	Westfield Elementary
April 23	5:30 PM	Marion City Council	City Hall

902: Board Committees/Advisories

Committees/Advisories	2019-20 Representatives
Finance/Audit Committee	Lausen, Morey, and Nelson
Policy/Governance Committee	Isenberg, Wall, and Weaver
Career & Technical Education Advisory Committee (CTE)	Buchholz, Morey, and Nelson
School Improvement Advisory Committee (SIAC)	Isenberg and Morey
Facilities Advisory Committee	Nelson and Weaver
Iowa BIG Advisory Board	Lausen
Community Promise	Wall
Linn County Conference Board	Buchholz

1000: Adjournment

1001: Adjournment: **Motion 154-03-09**

MOTION by Buchholz to adjourn the regular meeting at 7:50 PM. Second by Morey. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President

JT Anderson, Board Secretary/Treasurer



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**School Board Special Session Minutes
March 23, 2020**

100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education special session was called to order at 12:03 PM via a ZOOM conference call. Roll was taken to determine a quorum. Present: Buchholz, Isenberg, Lausen, Morey, Nelson, Wall, and Weaver. Administration present: Bisgard and Anderson.

200: Adoption of the Agenda *Motion 155-03-23*

MOTION by Morey to adopt the agenda as presented. Second by Weaver. Voice vote, all ayes. Motion carried.

300: Special Session

301: Resolution Regarding Issuance of Pandemic Response – Exhibit 301.1 *Motion 156-03-23*

MOTION by Morey to approve the resolution regarding the pandemic response and emergency suspension of policy, as presented. Second by Weaver. Isenberg requested that options for hosting board meetings that can be attended by the public be explored. Isenberg also shared that he had a concern about the resolution giving authority to a sole person, with the clarification that this was no reflection on the superintendent, but that it is not good procedure for authority to reside with one person. Morey stated the same concerns. Roll call vote, all ayes. Motion carried.

400: Adjournment

401: Adjournment *Motion 157-03-23*

MOTION by Wall to adjourn the special session at 12:08 PM. Second by Lausen. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President

JT Anderson, Board Secretary/Treasurer



RESOLUTION: Pandemic Response and Emergency Suspension of Policy

WHEREAS, Iowa Code Ch. 279.8 authorizes local school boards to govern their respective districts, including adopting policies for their own governance; and

WHEREAS the board may, by formal action, suspend or rescind board policy as deemed necessary, appropriate, or in the best interests of the district; and

WHEREAS, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a national state of emergency and on March 15, 2020, Iowa Governor Kim Reynolds recommended closure of all public and private K-12 schools in Iowa until April 13, 2020, to contain the spread of COVID-19; and

WHEREAS, on March 17, 2020, Iowa Governor Kim Reynolds declared a State of Public Health Disaster Emergency under the authority granted through Iowa Constitution, Art. IV, §§ 1, 8, and Iowa Code §§ 29C.6(1), 135.140(6), and 135.144, and directed implementation of the Iowa Department of Homeland Security and Emergency Management's Iowa Emergency Response Plan in response to the novel coronavirus (COVID-19); and

WHEREAS, most hourly, non-exempt employees will be unable to report to work due to the district's closure and certified contract employees may be asked to work at remote locations to help provide continuity in educational services; and

WHEREAS, it fulfills a public purpose to continue to pay district hourly, non-exempt employees during this closure to prevent or contain the spread of COVID-19, to promote morale, and to help retain current employees following the closure; and

WHEREAS, on March 17, 2020, the Iowa Legislature passed and the Governor signed SF 2408, granting waiver of the instructional time requirements in Iowa Code Ch. 279.10 for all public school districts closing before April 12, 2020, in order to prevent or contain the spread of COVID-19; and granting Governor Reynolds the ability to waive instructional time requirements for any public school district which closes on or after April 12, 2020, to prevent or contain the spread of COVID-19; and

WHEREAS, the Iowa Department of Education, which has the authority to establish and interpret graduation requirements and to oversee other crucial aspects of public education is providing written guidance to Iowa school districts on issues related to COVID-19, including but not limited to: student attendance, distance/online learning, high school credit, meal distribution, and other issues; and

NOW, THEREFORE BE IT RESOLVED, that the Linn-Mar Community School District school board hereby suspends provisions of its board policies and/or whole policies, as identified by the district superintendent [or designee], if such suspension is necessary to implement written guidance from state or federal agencies relating to containing COVID-19 for the duration identified in the Governor's State of Public Health Emergency declaration of March 17, 2020, or as otherwise determined by the board.

BE IT FURTHER RESOLVED, that the district superintendent will consult with and report to the board as feasible and appropriate regarding the emergency closure and efforts to implement written guidance from health and government agencies.

BE IT FURTHER RESOLVED, that the district superintendent is authorized to close any school facility without further action by the Board of Directors. Such closure shall continue during the emergency created by the COVID-19 pandemic, until such time as the superintendent, in consultation with appropriate health and government authorities, deems it in the best interests of the district and its students to open schools.

BE IT FURTHER RESOLVED, that the district superintendent is authorized, based upon the needs of the district and guidance from health and government agencies, to direct staff assignments during district closures, including but not limited to, essential employees who must report to work, employees who may be reassigned, and employees whose services are not needed.

BE IT FURTHER RESOLVED, that access to public school grounds and public school buildings of the district may be limited as directed by the superintendent during district closures.

BE IT FURTHER RESOLVED, that certified, exempt employees will remain employed during the school closure and until the number of days expressed on the contract have been fulfilled, unless otherwise approved by the board. Days that contracted employees do not report for duty onsite or from a remote location, due to closure, do not constitute a fulfilled contract day except to the extent those days are forgiven by the district.

BE IT FURTHER RESOLVED, that in light of this district-wide emergency closure, the board authorizes the district superintendent to place hourly, non-exempt employees on paid administrative leave and to continue to pay them for up to three weeks during the period of school closure, and the board shall reevaluate this authority for any school closure lasting longer than three weeks.

BE IT FURTHER RESOLVED, that in the interest of public health and/or to comply with federal or state health department recommendations or guidance, the board may limit the number of people who can physically attend board meetings and may, instead, encourage the public to view all minutes and exhibits on the school board/policy website. The board may also limit public comments to written comments.

BE IT FURTHER RESOLVED, that the board reserves the right to adjust board meeting dates, times, and locations during the district-wide emergency closure in a manner consistent with the Open Meetings law, and notes that any or all board members may attend board meetings electronically, as permitted by law.

BE IT FURTHER RESOLVED, that execution of this Resolution is conclusive evidence of the board's approval of this action and of the authority granted herein. The board warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument. This resolution will remain in full force and effect until it is rescinded or amended by subsequent action of the board.

Adopted and approved this 23rd day of March 2020.

By: _____
Sondra Nelson, President, Linn-Mar Board of Directors

Attest: _____
JT Anderson, Secretary/Treasurer/Linn-Mar Board of Directors