

Inspire Learning. Unlock Potential. Empower Achievement.

Strategic Goal 1	Strategic Goal 2	Strategic Goal 3	Strategic Goal 4	Strategic Goal 5
Student Achievement: All action on teaching and learning will focus on empowering achievement at the highest level for each student.	Learning Environments: All buildings and facilities will support the learning and teaching needed to unlock the potential in each student.	Staff Development: All staff will learn, perform and lead in such a manner as to inspire learning for students.	Community Engagement: The entire school community will engage the families, residents and stakeholders for the purpose of increasing opportunities for students.	Resources: All resources, real and potential, will be planned, and allocated in the spirit of providing an exciting and secure future for the students and District.

LINN-MAR COMMUNITY SCHOOL DISTRICT BOARD WORK SESSION MINUTES LRC BOARD ROOM JUNE 8, 2015 @ 5:00 PM

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 Board Room of the Learning Resource Center. Roll was taken and it was determined a quorum was present. Board members present: Isenberg, Gadelha, Hutcheson, Patterson, and Wilson. Absent: Buchholz and Crawford. Administration present: Mulholland, Halupnik, Jensen, Anderson, K. Christian, Ramos, Ironside, and Morrison.

200: REVISION AND/OR ADOPTION OF THE AGENDA Motion 289-06-08

Motion by Patterson for the Board to accept the agenda as presented. Second by Hutcheson. Voice vote; approved.

300: WORK SESSION/DISCUSSION INFORMATION

301: Teacher Leadership End-of-Year Report

Debra Barry and Erin Watts, Teacher Leadership Program Coordinators, presented an end-of-year report on the Teacher Leadership Program. End-of-year survey highlights included:

- Out of 464 certified staff surveyed, 399 completed the survey
- 89% of respondents have worked with Instructional Coaches
- 88% of respondents have worked with TICs
- 92% of first/second year teacher respondents found Mentor Coaches helpful and beneficial
- 89% of in-classroom teachers felt their meetings are a highly effective use of their time.

Year two of the Teacher Leadership Program will focus on Model Teacher classroom visits and a Model Teacher website, continued use and improvement of Cognitive Coaching with all Coaches, Program Coordinators training to become Cognitive Coaching agency trainers, implementation of Student Support Instructional Coaches, and a plan for more effective use of in-classroom positions.

302: 5-Year Education Plan

Exhibit 302.1

Deputy Superintendent Dirk Halupnik updated the Board on the progress of the 5-year education plan. Updates on the District education initiatives included:

- Literacy: FAST assessments, interventions, notifications, and Journeys
- Mathematics: geometry resources and advanced algebra
- Science: updated VAST science kits, weather and water kits, diversity of life and earth history, and course alignment with biology and earth physical science standards
- Social Studies: updating 6th and 8th grade resources and a teaching partnership with UNI
- STEM: Gateway to Technology, Robotics, Project Lead the Way, ADM partnership, and STEM Scale Up Science at all three elementary early childhood sites
- Health and Physical Education: Aquatics programs for 4th through 8th grades, K-5 SPARK lifelong fitness learning, and K-12 Fitness Gram

Exhibit 301.1

- Early Childhood: SPLASH literacy program, STEM Scale Up Science, ELI, KaBoom grant, partnership with Rockwell Collins, and Home Connection library
- Technology: PK-12 digital literacy, keyboarding pilot, TICs, and infrastructure
- Music: K-5 GAMEPLAN music curriculum and Music Connects

303: Student Services Recap

Julie Jensen, Executive Director of Student Services, report the following Student Services highlights:

- 1. English Language Learners: new guidance on ELL programming being implemented, funding requests tied to the required action plan, new assessment protocol for 2015-16, and staffing for next year remained at four teachers.
- 2. Health Services: five out of seven elementary buildings now declared Blue Zones, data-based decisions on staffing for health offices, district committee focusing learning on food allergies, electronic logging for Medicaid reimbursable funds, and emergency procedures and medical handbook updated.
- 3. Student Assistance Team: mental health curriculum aligned and implemented across all building levels, integrated PBIS and Olweus programming, partnership with Family Systems Agency to provide onsite therapists, and monthly joint meetings with counselors and At-Risk team.
- 4. Early Childhood: over 300 families registered for preschool programming, 20% of preschool slots designated for lower income families, over 80 kindergarten age-eligible students were screened for the Early Childhood Blended Program, and a parent support group was established for families with preschoolers on the autism spectrum.
- 5. Transition Services: implementation of district-wide plan for students moving buildings, 32 combined job sites set up for high school programs, partnership with metro area transition consultants, a "new" look and service plan for the Success Center, and planning for the implementation of the new ASSIST program at the middle school level.
- 6. Autism Services: meetings and coaching with five groups of Student Services associates to teach problem solving and use of visual supports, connecting families with community resources, individual student support at high school level for students to develop self-advocacy skills, PEER talks across all grade levels, and observing students in general education classrooms and help teachers create less stressful anxiety learning environments.
- 7. Other Notables: implementation of new alternate online assessment, professional development alignment through focused programs in K-12, CPI training for bus drivers and over 200 staff across the District, adaptive PE program for K-12+, and Special Education Advisory Panel.

400: ADJOURNMENT 290-06-08

Motion by Patterson to adjourn the work session at 6:21 PM. Second by Hutcheson. Voice vote; approved.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

Minutes respectfully submitted by: Gayla Burgess, Admin Asst to the Superintendent June 8, 2015



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LINN-MAR COMMUNITY SCHOOL DISTRICT BOARD REGULAR SESSION MINUTES JUNE 8, 2015 @ 7:00 PM LRC BOARD ROOM

100: CALL TO ORDER AND DETERMINATION OF A QUORUM

The Linn-Mar Community School District Board of Education regular session was called to order by President Tim Isenberg at 7:00 PM in the Board Room of the Learning Resource Center. Roll was taken and it was determined a quorum was present. Board members present: Crawford, Gadelha, Hutcheson, Patterson, Wilson, and Isenberg. Absent: Buchholz. Crawford left at 7:37 PM. Administration present: Mulholland, Halupnik, Jensen, Anderson, K. Christian, Ramos, Ironside, and Morrison.

200: REVISION AND/OR ADOPTION OF THE AGENDA 291-06-08

Motion by Hutcheson to adopt the agenda with the personnel walk-in exhibit. Second by Patterson. Voice vote; approved.

300: AUDIENCE COMMUNICATIONS

Travis Rentschler (Marion, Iowa) addressed the Board on parent concerns about the poor drainage and outfield fence location at the Linn-Mar Baseball/Softball Complex. Rentschler provided the Board with photographs of the concerns mentioned.

400: RESOLUTIONS, OPENING OF BIDS, AND PUBLIC HEARINGS

500: RECOGNITIONS/PROCLAMATIONS

600: BOARD ANNOUNCEMENTS AND REPORTS

601: Finance/Audit Committee

Wilson reported on the June 2nd meeting of the Finance/Audit Committee. Items discussed were: 2015-16 budget update, possible adjustment of levy and that Board action is not required to lower levy, revenue bid bond results, and capital budget items. The next meeting date is July 7th.

602: Marion City Council

Wilson reported that there were no items of interest to Linn-Mar at the May 21st Marion City Council meeting. Isenberg reported that the only items of interest to Linn-Mar at the June 4th meeting was Community Watchers and a discussion on rezoning an area of North 10th Street located just north of Excelsior Middle School.

603: School Improvement Advisory Council

Gadelha reported on the June 3rd meeting of the School Improvement Advisory Council. Items discussed were the 2015 assessment data, Early Literacy Initiative, High School High Reliability Initiative that ties in with PLC and Marzano's work, and Teacher Quality Workshops.

700: INFORMATIONAL REPORTS

701: Update on Technology Projects

Jeri Ramos, Executive Director of Technology, updated the Board on the District's technology projects. Technology has focused on updating secure access to buildings, assessment of funding structure through Erate 2.0, updating technology standards and specifications, upgrading the phone system, improving data recovery, assessment by two outside entities to identify network security issues, Talk to Type 4 in all elementary buildings, Time Clock Plus system installed, and launching of Naviance as part of the High School counseling program. Summer focus will be equipment refresh at four elementary buildings, continued purchases through the Microsoft settlement for Linn Grove, Novak, and Wilkins, support of the High School remodel as it effects the installation of the communications tower and wireless networking, installation of fiber, switches and wireless network at Westfield, and the expansion of LMTV at both middle schools. Ramos also reported that there were a total of 3,649 technician work orders submitted during the 2014-15 school year.

702: Special Education Data Profile

Julie Jensen, Executive Director of Student Support Services, reported to the Board on the Special Education Data Profile with a reminder that the data reported on is from the 2013-14 school year. Jensen shared that the report is required and the purpose is to monitor progress over a period of time and to assess graduation and dropout rates for students with IEPs. Jensen also shared highlights of the Special Education program since 2013-14 and highlights of the current school year.

703: Spring Assessment Results

Deputy Superintendent Dirk Halupnik provided the Board with an update on the spring assessment results. Grades assessed were 4th, 8th, and 11th. Scores were up for proficiency in math and science for all three grade levels. Reading proficiency was up for 4th and 8th grades, but down for 11th grade. Halupnik clarified that last year's 11th grade proficiency scores in all three subject areas were the highest out of the three grade levels tested. The National Percentile Rank (NPR) for all three grade levels and the expected growth rate are climbing and moving in the right direction. Linn-Mar students continue to grow at a rate above the expected rate. Iowa Assessments are only one of the academic indicators used by the District, others include: NWEA, ACT, Journeys, Everyday Mathematics, and FAST. Halupnik also shared there will be a change in assessments based on legislation funding and program choice.

800: SUPERINTENDENT'S REPORT

801: Superintendent's Update

Superintendent Katie Mulholland shared the following District highlights: Girls Soccer will be competing at State, Boys Tennis are State 2A champions, Boys Soccer are State 3A champions, and Legislature adjourned on June 5th. Governor Branstad now has 30 days to sign the bills submitted to him and, until then, the budget will remain undetermined. Board President Isenberg asked Superintendent Mulholland about the softball field. Mulholland shared that during the construction of the Baseball/Softball Complex a high-grade infield mix, that does not include

Exhibit 701.1

Exhibit 703.1

Exhibit 702.1

Walk-In Exhibit 801.1

crushed lime, was installed and that tiling was also installed by the home dugout. It was also shared that the outfield fence is set at the same distance as Jefferson High School which has a renowned softball team.

900: UNFINISHED BUSINESS

901: Resolution Directing Sale of Bonds 292-06-08

Exhibits 901.1 and 901.2 Motion by Patterson for the Board to approve the resolution directing the sale of \$10,000,000 School Infrastructure Sales, Service, and Use Tax Revenue Bonds, Series 2015. Second by Hutcheson. Anderson shared that this is a privately placed bond sale which results in lower fees and interest rates and does not require an official statement or continuing disclosure. The funds will be used to support the High School Renovation project. Bidder: BB&T Governmental Finance, Charlotte, North Carolina. Flat interest rate of 2.61%. Total interest cost of \$2,016,616.00. Roll call votes: Gadelha, Hutcheson, Patterson, Wilson, and Isenberg voted yes. No votes: none. Motion approved.

902: Resolution Appointing and Approving Bond Agents 293-06-08 *Exhibit* 902.1 Motion by Patterson for the Board to approve the resolution appointing Ahlers & Cooney, P.C., of Des Moines, Iowa to serve as paying agent, bond registrar, and transfer agent, approving the paving agent, bond registrar, and transfer agent agreement and authorizing the execution of same for \$10,000,000 School Infrastructure Sales, Service, and Use Tax Revenue Bonds, Series 2015. Second by Wilson. Roll call votes: Hutcheson, Patterson, Wilson, Isenberg, and Gadelha voted ves. No votes: none. Motion approved.

903: Approval of Tax Exemption Certificate for Sale of Bonds 294-06-08 Exhibit 903.1 Motion by Hutcheson for the Board to move that the form of Tax Exemption Certificate for \$10,000,000 School Infrastructure Sales, Service, and Use Tax Revenue Bonds, Series 2015, be placed on file and approved. Second by Gadelha. Roll call votes: Patterson, Wilson, Isenberg, Gadelha, and Hutcheson voted yes. No votes: none. Motion approved.

904: Resolution for Issuance and Providing For and Securing Payment of Bonds 295-06-08

Refer to Exhibits 901.1-2 Motion by Wilson for the Board to approve the resolution authorizing and providing for the terms of issuance and securing the payment of \$10,000,000 School Infrastructure Sales, Service, and Use Tax Revenue Bonds, Series 2015, of the Linn-Mar Community School District, State of Iowa, under the provisions of Chapters 423E and 423F of the Code of Iowa, and providing for a method of payment of said bonds. Second by Patterson. Roll call votes: Wilson, Isenberg, Gadelha, Hutcheson, and Patterson voted yes. No votes: none. Motion approved.

905: Approval of Contract for Excelsior Track Renovation 296-06-08 *Exhibit* 905.1 Motion by Patterson for the Board to approve the contract with LL Pelling Company, Inc., for the Excelsior Middle School track renovation in the amount of \$334,620.00. Second by Wilson. Voice vote; approved.

1000: NEW BUSINESS

1001: First Reading of 1000 Policy Series 297-06-08 Exhibit 1001.1 Motion by Gadelha for the Board to approve the first reading of the 1000 Policy Series: School-Community Relations. Second by Patterson. Voice vote; approved.

	<u>1000 SERIF</u>	CS - SCHOOL-COMMUNITY RELATIONS
1001	PUBLIC CO	OMMUNICATIONS
Reviewed	6/15	1001.1 Board-Community Relations
Reviewed	6/15	1001.2 News and Media Relations
Revised	6/15	1001.4 Distribution of Materials
Reviewed	6/15	1001.4-R Administrative Regulations Regarding
		Distribution of Materials
Reviewed	6/15	1001.8 Public Examination of School District Records
1002	CITIZENS '	ADVISORY COMMITTEES
Reviewed	6/15	1002.2 School-Community Groups
1003	RELATION	IS BETWEEN SCHOOL PERSONNEL AND PUBLIC
Reviewed	6/15	1003.3 Complaints About School Personnel
Reviewed	6/15	1003.4 School District Volunteers
Reviewed	6/15	1003.4-R Administrative Regulations Regarding School
		District Volunteers
Reviewed	6/15	1003.5 Visitors to the Schools
1004		HOOL FACILITIES
Reviewed	6/15	1004.1 Community Use of School District Buildings and
		Sites and Equipment
Revised	6/15	1004.1-R1 Administrative Regulations Regarding Community
		Use of Buildings and Sites and Equipment
Reviewed	6/15	1004.1-R2 Administrative Regulations–Schedule of Rentals
Reviewed	6/15	1004.1-R3 Administrative Regulations Regarding Insurance
D : 1	c /1 =	for Employee-Sponsored Activities
Revised	6/15	1004.1-E2 Schedule of Building Rental Fees
Reviewed	6/15	1004.1-E3 Application for Permit
Reviewed	6/15	1004.2 Stadium Use
Revised	6/15	1004.2-E1 Schedule of Stadium Rental Fees
Revised	6/15	1004.2-E2 Stadium Use Application
Reviewed	6/15	1004.2-E3 Participant Release Form
Reviewed	6/15	1004.3 Tobacco/Nicotine-Free Environment
Reviewed	6/15	1004.4 Use of School Facilities for Private Profit
Reviewed	6/15	1004.4-R Administrative Regulations Regarding Community
		Use of School Iowa Communication Network Facilities and
D	(115	Equipment
Reviewed	6/15	1004.5 Gratuities for Use of School Facilities
Reviewed	6/15	1004.6 Loan of School Equipment
Reviewed	6/15	1004.7 Shared Use of School Equipment
1005		ITY ACTIVITIES INVOLVING STUDENTS
Reviewed Reviewed	6/15	1005.1 Research Requests and Procedures1005.3 Public Conduct on School Premises
Reviewed	6/15 6/15	1005.4 Fund-Raising, Student Solicitations
Reviewed	6/15	1005.4 Fund-Raising, Student Solicitations 1005.4-R Administrative Regulations Regarding Fund-
Keviewed	0/13	Raising, Student Solicitations
Reviewed	6/15	1005.4-E1 Fund-Raising Project Request Form
Reviewed	6/15	1005.4-E2 Fund-Raising Project Summary
Reviewed	6/15	1005.5 Revenue Enhancement/Gifts to Schools/Facility
		Naming Rights
Reviewed	6/15	1005.5-R Administrative Regulations Regarding Revenue
		Enhancement/Gifts to Schools/Facility Naming Rights
Reviewed	6/15	1005.6 Transporting Students in Private Vehicles
Reviewed	6/15	1005.6-E Field Trip Permission Form
		1 -

1100: CONSENT AGENDA

<u>1101</u> Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept. Action	Salary
			Placement
Breitfelder, Leisa	LRC – Executive Director of Student Services	July 1, 2015	\$87,000/yr
Gralund, Benjamin	NE – 3 rd Grade Teacher	August 14, 2015	BA Step 10
Havel, Natalee	From LG 5 th Grade to WF/NE TAG Teacher	August 19, 2015	Same
Kretschmar, Kelly	LRC – Elementary Director of Teaching & Learning	July 1, 2015	\$84,000/yr
Kreutner, Marcia	EX – Family & Consumer Science Teacher	August 14, 2015	MA Step 17
Larson, Caroline	From LG to NE Student Support Services Teacher	August 18, 2015	Same
Oxley, Laurie	From BW to EH 2 nd Grade Teacher	August 19, 2015	Same
Patterson, Danielle	HS – Student Support Services Teacher	August 14, 2015	MA Step 15
Schrader, Amy	From EX FCS to HS Student Support Services Teacher	August 18, 2015	Same
Wells, Debra	WE – From .5 2 nd grade/.4 Reading to 1.0 Reading	August 18, 2015	Same
	Teacher		

Certified Staff: Resignation

Name	Assignment	Dept. Action	Reason
Black, Sherry	NE – Art Teacher	June 3, 2015	Retirement
Flater, Susan	$NE - 2^{nd}$ grade Teacher	June 3, 2015	Retirement
Hopkins, Ken	HS – Industrial Technology Teacher	June 2, 2015	Retirement
Kelzenberg, Bob	HS – Student Support Services Teacher	June 2, 2015	Retirement
Nelson, Sondra	$BW - 2^{nd}$ grade Teacher	June 3, 2015	Retirement
Pillard, Susan	HS – Student Support Services Teacher	June 2, 2015	Retirement
Tindal, Phyllis	HS – Student Support Services Teacher	June 2, 2015	Retirement
Zigtema, Denae	HS – Guidance Counselor	June 2, 2015	Retirement
Zmolek, Gloria	HS – Art Teacher	June 2, 2015	Retirement

Certified Staff: Extended Leave of Absence

Name	Assignment	Dept. Action	Reason
Hanson, John	HS – Social Studies Teacher	2015-2016 School Year	Good Cause Leave
Kibbie, Lee	HS – English Teacher	2015-2016 School Year	Sabbatical Leave
Peck, Sharaya	NE – Kindergarten Teacher	2015-2016 School Year	Childcare
Sears, Stephanie	EH – 2 nd Grade Teacher	2015-2016 School Year	Childcare

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept. Action	Salary Placement
Cibula, Randy	O&M – Summer Help	June 3, 2015	\$9.75/hr
Craw, Parker	AC - Assistant Manager/Youth Swim Coord.	June 8, 2015	\$37,000/yr
Garman, Gina	EH – Part-time Ed Assistant	August 18, 2015	LMSEAA, I; Step 10
Grant, Anna-Lisa	WE – Part-time Student Support Associate	August 19, 2015	LMSEAA, II; Step 6
Huckfelt, Dylan	O&M – Summer Help	May 28, 2015	\$9.50/hr
Lorenz, Lana	Success Center - Student Support Associate	August 19, 2015	LMSEAA, II; Step 6
Matthews, Ann	BW – From Student Support Associate to	August 3, 2015	LMSEAA, VI; Step 10
	Guidance Secretary		
Ritter, Kari	From LG to Success Center Student Support	August 19, 2015 Same	
	Associate		
Rossman, Felicia	O&M – Secretary	June 15, 2015	LMSEAA, IV; Step 10
Strong, Iris	WE – From full-time to part-time Student	August 19, 2015 Same	
	Support Associate		
Swanson, Holly	LG – From Student Support Associate to	August 3, 2015 LMSEAA, IV; Step 1	
	Guidance Secretary		
Young, Jennifer	LG – Health Assistant	August 18, 2015	LMSEAA, II; Step 10

Classified Staff: Resignation

Name	Assignment	Dept. Action	Reason
Brinkmann, Kelly	EH – Student Support Associate	June 2, 2015	Personal
Burr, David	LRC – Custodian	June 30, 2015	Retirement
Faulkner, Kim	IC – Paraprofessional	June 2, 2015	Personal
Goerdt, Paula	OR – Attendance Secretary	July 31, 2015	Other Employment
Grimm, Norm	LRC – Computer Technician June 30, 2015 R		Retirement
Joseph, Leigh	HS – Building Secretary	May 21, 2015	Personal
Oglesby, Dan	WE – Student Support Associate	June 2, 2015	Personal
Rossate, Michelle	EH – Student Support Associate	June 2, 2015	Relocation
Solem, Susan	NS – OR General Help	May 26, 2015	Personal
Stevens, Mary	EH – General Ed. Assistant June 2, 2015		Relocation
Windham, Wesley	EX – Student Support Associate	June 2, 2015	Personal

Extra-Curricular Position	ns: Assignment/R	leassignment/Transfer
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Name	Assignment	Dept. Action	Salary Placement
Branan, Andrew	HS – NHS Sponsor	August 1, 2015	Schedule H, Category G
Broadie, Haley	HS – Head 9th/Assistant Varsity Girls	August 10, 2015	Schedule H, Category C
	Volleyball Coach		
Hasken, Stephanie	HS – Assistant Varsity/JV Girls Basketball	May 18, 2015	Schedule H, Category B
	Coach		
Hoffman, Kyle	HS – Assistant Varsity Cross Country	May 13, 2015	Schedule H, Category D
	Coach		
Tompkins, Chad	HS – Head 10 th grade Girls Basketball	May 18, 2015	Schedule H, Category C
	Coach		
Wyant, Robert	HS – Head Varsity Boys Bowling Coach	June 3, 2015	Schedule H, Category D

Extra-Curricular Positions: Resignation

Name	Assignment	Dept. Action	Reason
Ciha, Nikki	HS – Assistant Girls Soccer Coach	May 29, 2015	Personal
Green, Justin	EX – Assistant 7 th Grade Wrestling Coach	June 1, 2015	Personal
Kremer, Kori	OR – Head 7 th Grade Volleyball Coach	May 29, 2015	Relocation
Moran, Michael	OR – Assistant 7 th Grade Boys Basketball	May 29, 2015	Personal
Snead, Chelsi	OR – Head 8 th Grade Volleyball Coach	May 29, 2015	Personal

1102: Approval of Minutes from May 18, 2015

1103: Approval of Bills

1104: Approval of Contracts

Exhibits 1104.1-10

- 1. Memorandum of Understanding between the District and the LMEA in regard to master contract articles that will be affected by the implementation of the Teacher Leadership Program for the 2015-16 and 2016-17 school years.
- 2. Grant Wood Perkins Consortia Resource Agreement for 2015-16.
- 3. Host contract with Marzano Research for guest speaker, Mitzi Hobak, to disseminate information on the topic of Formative Assessment and Standards-Based Grading on October 26, 2015 and January 18, 2016.
- 4. School nurse contract with Heartland Home Care, Inc., beginning June 29, 2015 and lasting for a period of one calendar school year for an individual student's care.
- 5. Agreement for Cooperation in a Field Experience Program with Mount Mercy University for the 2015-16 school year.
- 6. Non-commercial licensing agreement with Anthony Carfagna, Assistant Coach for the Linn-Mar Lions 7th Grade Youth Basketball Team.

Exhibit 1103.1

Exhibit 1102.1

- 7. Two Interagency agreements for Special Education Programming with the Cedar Rapids Community School District. (For student confidentiality, no exhibit provided)
- 8. Interagency agreement for Special Education Programming with Goodwill of the Heartland Career Connections Program. (For student confidentiality, no exhibit provided)
- 9. Urban Education Network of Iowa membership fees for 2015-16.
- Dwelling Rental Agreement between the District and Tenant for the dwelling located at 2969 C Avenue Extension, NE, Cedar Rapids, IA, for one year beginning July 1, 2015 at \$400/month.

1105: Board Information

- 1. School Finance Report as of April 30, 2014
- 2. Cash Balance Report as of April 30, 2014
- 3. School Finance Report as of April 30, 2015
- 4. Cash Balance Report as of April 30, 2015

1106: Items Removed from the Consent Agenda for Separate Action

1107: Approval of the Consent Agenda 298-06-08

Motion by Hutcheson for the Board to approve the Consent Agenda with the addition of the personnel walk-in exhibit. Second by Patterson. Voice vote; approved.

1200 COMMUNICATIONS, ANNOUNCEMENTS, AND TRANSMITTALS

1201: Communications

Hutcheson shared personal condolences on behalf of the Board to the Crawford family for the loss of their son, Joel.

1202: Calendar

Date	Time	Event	Location
June 18 th	5:30 PM	Marion City Council	Marion City Hall
June 22 nd	5:00 PM	Board Work Session	LRC Board Room
	7:00 PM	Board Regular Session	
Date	Time	Event	Location
July 7 th	7:30 AM	Finance/Audit Committee	LRC Office Conf Room
July 13 th	5:00 PM	Board Work Session	LRC Board Room
	7:00 PM	Board Regular Session	

1203: Committees

Committee	Participants
Executive Committee	Tim Isenberg, Barry Buchholz, Katie Mulholland
Finance/Audit Committee	Barry Buchholz, Todd Hutcheson, Elizabeth Wilson, Angie
	Morrison, JT Anderson, Katie Mulholland
Policy Committee	Rene Gadelha, Tina Patterson, Katie Mulholland
Career & Technical Education	Elizabeth Wilson, Dirk Halupnik
Construction Advisory Council	Barry Buchholz, Rick Ironside, Katie Mulholland
Ed Leader 21	Rene Gadelha, Elizabeth Wilson, Julie Jensen, Dirk Halupnik
ERMA (Energy Efficiency)	Todd Hutcheson, Rick Ironside
Equity Advisory	Tina Patterson, Dirk Halupnik, Jeri Ramos
Health & Human Development	Barry Buchholz, Julie Jensen
Legislative	Tina Patterson, Katie Mulholland
Linn-Mar Foundation	Katie Mulholland

Exhibit 1105.1

Committee	Participants
School Improvement Advisory	Rene Gadelha, Dirk Halupnik
Special Education Advisory	Tina Patterson, Elizabeth Wilson, Julie Jensen
Technology Advisory	Tim Isenberg, Jeri Ramos

1300: ADJOURNMENT 299-06-08

Motion by Wilson to adjourn the regular session at 8:10 PM. Second by Patterson. Voice vote; approved.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

Minutes respectfully submitted by: Gayla Burgess, Admin Assistant to the Superintendent June 8, 2015

From the Office of Human Resources – Karla Christian, Executive Director *June 8, 2015 – Walk-in Exhibit 1101.1*

1101 PERSONNEL

<u>Certified Staff: Assignment – Reassignment – Transfer</u>

Name	Assignment	Dept. Action	Salary Placement
Schulz, Pamela	From EX Associate	July 1, 2015	TBD
	Principal to WE		
	Building Principal		



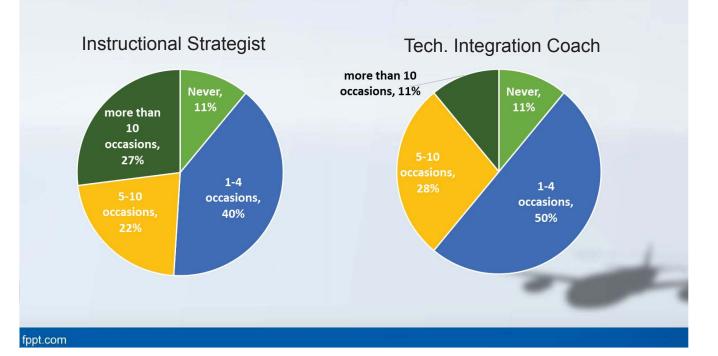


Survey Says..

- <u>399/464</u> Certified Staff completed the survey
- 89% of respondents reported that they have worked with an Instructional Coach
- 88% of respondents reported that they worked with a Tech. Integration Coach
- 92% of first/second year teacher respondents found their Mentor Coach to be helpful and beneficial
- 89% of teachers holding in-classrooms positons feel their meetings are a highly effective use of their time



fppt.com



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In what capacity have worked with an Instructional Strategist?



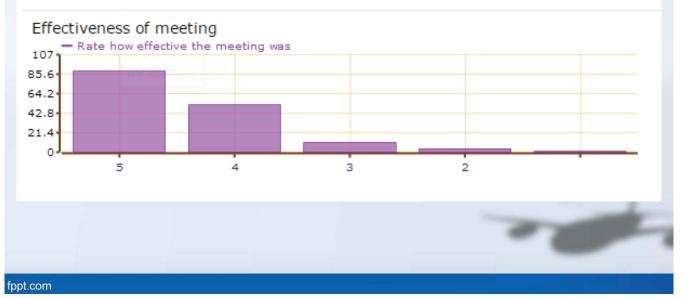
In what capacity have worked with a TIC?



How effective was the inclassroom meeting?

In-classroom end of year

2014-15



Year 2 Focus

- Model Teacher visits, MT website
- Continued use and improvement of Cognitive Coaching with all coaches
- Program Coordinators training to be CC Agency Trainers
- Implementation/launch of Student Support Instructional Coaches
- Continued work for effective use of inclassroom positions



LM

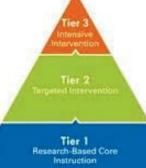
LINN-MAR

Linn-Mar Teaching and Learning 5 YEAR PLAN PROGRESS 2014-2015

Literacy

- Early Literacy Initiative
 - ► FAST Assessments
 - Interventions
 - Notifications
- Journeys Year 2
- All Levels
 - Priority Standards
 - Common Formative Assessments
 - ► Interventions
 - Standards referenced grading practices





IOWA

READING

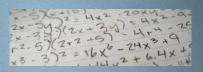
RESEARCH

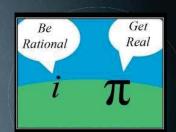
Mathematics

- Middle School
 - Geometry Resources
- ► High School
 - Advanced Algebra 15-16

► High School/ Middle School

- Priority Standards
- Common Formative Assessments
- Interventions
- Standards referenced grading practices





Science

- ► K-5 Earth Science kits
 - ▶ Life Science 15-16
 - Physical Science 16-17
- ▶ 6th Grade
 - Weather and Water Kits
- ▶ 6th/7th
 - ▶ Diversity of Life and Earth History 15-16
- ► 8th
 - course aligned to Biology and Earth Physical Science Standards









Social Studies



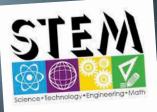
- Updating 6th and 8th grade resources 15-16
- Year long student teaching pilot
 - UNI partnership
 - ► High school and middle school



STEM

- ► 7th grade Gateway to Technology
 - Design and Modeling
- ▶ 8th grade
 - Automation and Robotics 15-16
- High School
 - PLTW CIM
 - ADM Partnership
- STEM scale up science
 - Novak Early Childhood
 - 15-16 All 3 sites







Health and Physical Education





Early Childhood

- SPLASH pilot
 - 15-16 Implementation
- STEM scale up Science
- ► ELI
- KaBoom grant
 - Portable playground
- Rockwell Collins partnership preschool
- Home Connection Library
 - GWAEA/Target grant







Technology

- PK-12 Digital Literacy
- Keyboarding Pilot

► TICs

Infrastructure

LIVE		
INN-MAR		Unlock Potential, Eropower Achievement.
and in the second		
inst Grade	12	
	22	
		Digital Otizenship
119-12-71.5		Students explain why there are legins and parswords on some passes of hardware
119.12.71.5	5	Students discuss the difference between personal and private information
1000000		Students explain the difference between appropriate and mappropriate actions.
11.9.12.71.9		when using the internet
15.9.12.0,.5	- 15	Dudetty will ack pages for help
12.9-12.71.9	5	Students use technology to explore personal interests
2.00		Shutents demonstrate to others how to use technology tools in ways that acost,
115127.5	5	rather than prevent, others from learning
		Digital Literacy
110.000		Students abaristy different types of domain names (arcm, any, gov, etc.)
21.9-12.71.6		Students use home now
1151271.4		Students are basic output devices (headphones, speciest, etc.)
		Utudent's deplace how to clean screens appropriately
		Staterts leogram differences between decises in single functions (crosing
11.5-12.5.4		windows, scoli ber, touchj
13,9-12,75,4		Students utilize used processing again allow to share anglesal setting
11.51271.6		Mudents save work to specified location before closing applications
21.5-12.71.4		Students explore a program they have not used before
Contraction of the		Mudents access information for different interage sources (CO, Rech Brive, cloud
11.9-12.71.6		velote, tarl dive, etc.)
113-1271.6		Disuberts use the stylt key for capitalization







Music

- K-5 resourcesGAMEPLAN
- Music Connects



Exhibit 303.1



English Language Learners

-New guidance on ELL Programming implemented

-Funding requests tied to the required action plan

-New assessment protocol for next school year

-Staffing for next year maintained with 4 teachers



Health Services

5 out of 7 elementary buildings declared to be Blue Zone designated

-Data based decisions on staffing for health offices

-District committee focused learning on food allergies

Electronic logging for all Medicaid Reimbursable Funds

Emergency Procedures and Medical Handbook updated

BLUE ZONES

Student Assistance Team (At-Risk Programming)

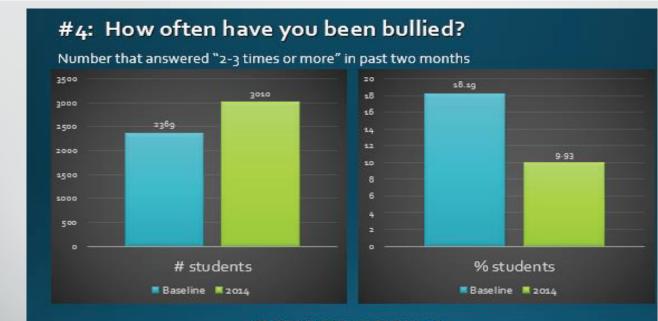
-Mental Health Curriculum Alligned and Implemented across all building levels

> -Integrated PBIS and Olweus Programming

-Partner with Family Systems Agency to provide onsite therapists

-Monthly joint meetings with counselors and at risk team





CHRONICALLY BULLIED

U.S. schools average about 15-17% (of student body) for students bullied 2-3 times or more.

Linn-Mar Community School District has seen a 27% increase in the number of students in grades 3-8 since baseline data began 10 years ago. During that time, the district has seen a 30.6% decrease in bullying on the OBQ (raw data), and the percentage of the student body feeling bullied 2-3 times or more has been reduced from 18.19% to 9.93%

Early Childhood Programming

Over 300 families registered their child(ren) for preschool programming

20% of preschool slots designated for lower income families

Over 80 kindergarten aged eligible students were screened for the Early Childhood Blended Program

Parent support group established for families with preschoolers on the autism spectrum



Transition Services

-Implementation of District wide plan for students/families moving buildings

-32 combined job sites set up for high school programs

Partnered with Metro area Transition Consultants

Success Center "new" look and service plan

Planning for Implementation of new ASSIST program at Middle School Level



Autism Services

-Meeting/Coaching with 5 groups of student services associates teaching problem solving and use of visual supports

-Connecting families with community resources and supports

Individual student support at high school level for students to develop self advocacy skills

PEER Talks across all grade levels

Observing students in general education classrooms and help teachers to create less stressful anxiety learning environments



"Other notables in Special Education Programming"

-New Alternate Online Assessment Implemented

Professional Development alignment through focused programs K-12

CPI training for bus drivers and over 200 staff across the district

Adaptive PE Program for K-12+

Special Education Advisory Panel





TECHNOLOGY UPDATE

June 2015

... because technology facilitates learning, innovation and discovery

WINTER / SPRING 2015

Secure Access

- LRC has piloted the card access system successfully
- Discovered the need for improved camera coverage and better cameras

Erate 2.0

- Several Changes LM discount increased from 44% to 50%
- Telephony being phased out 20% over 5 years
- Category 2 funding increased infrastructure upgrades
- HS and WF projects, pending approval \$142,895

Fechnology Standards

• 236 Page Structured Cabling Specification completed in April. Consistency for all vendors

Phone System Upgrade

- Current system is out of support in July 2015
- Quotes are being collected
- Tentatively scheduled upgrade Dec 2015

WINTER / SPRING 2015

Data Recovery

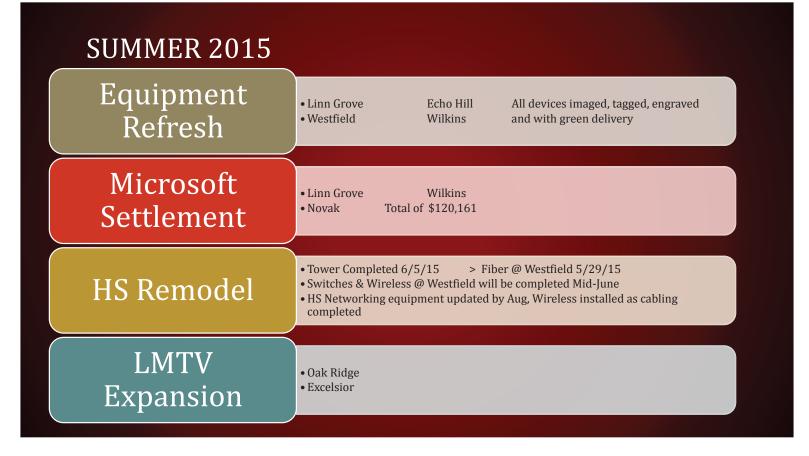
- Current contract with Involta for Off-Site storage.
- Went from 700G to 1.5T with a decrease in monthly charges

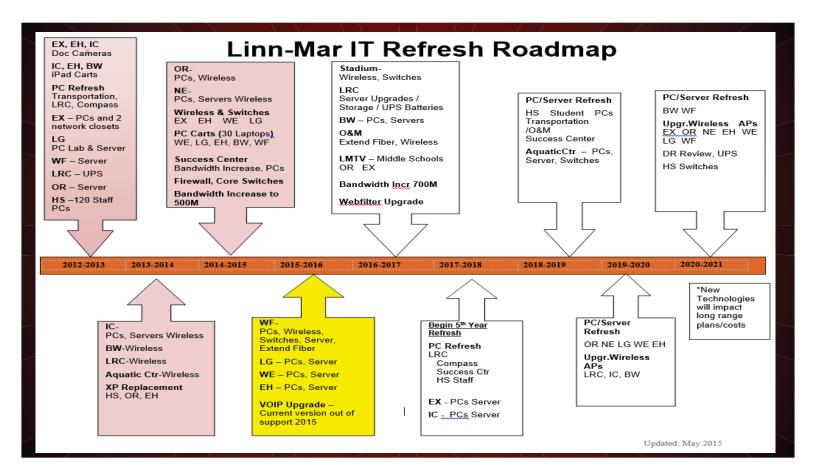
Network Assessment

- 2 companies performed network assessments on our network
- We identified a security holes and remediated

General Projects

- TTL4 in all elementary schools
- Time Clock Plus Live on June 1
- Naviance HS Counseling Program





TECHNICIAN WORK ORDERS

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
YTD 2014	178	648	485	413	130	219	306	312	277	367	280	34	3649
2013 2014	47	524	528	435	375	200	379	309	226	300	211	131	3665
2012 2013	24	251	156	156	110	80	160	187	177	219	142	66	1728

WORK ORDERS BY BUILDING

■ 2014-15 YTD ■ 2013-14 ■ 2012-13



Special Education District Report

*Data is from 2013/2014 school year *Purpose is to monitor over a period of time *Graduation rate and dropout rate of students with IEP *Participation and performance on assessments align with state averages *Long term suspensions were 2 students/Expulsion 1 student *Least restrictive environment *Early Childhood outcomes

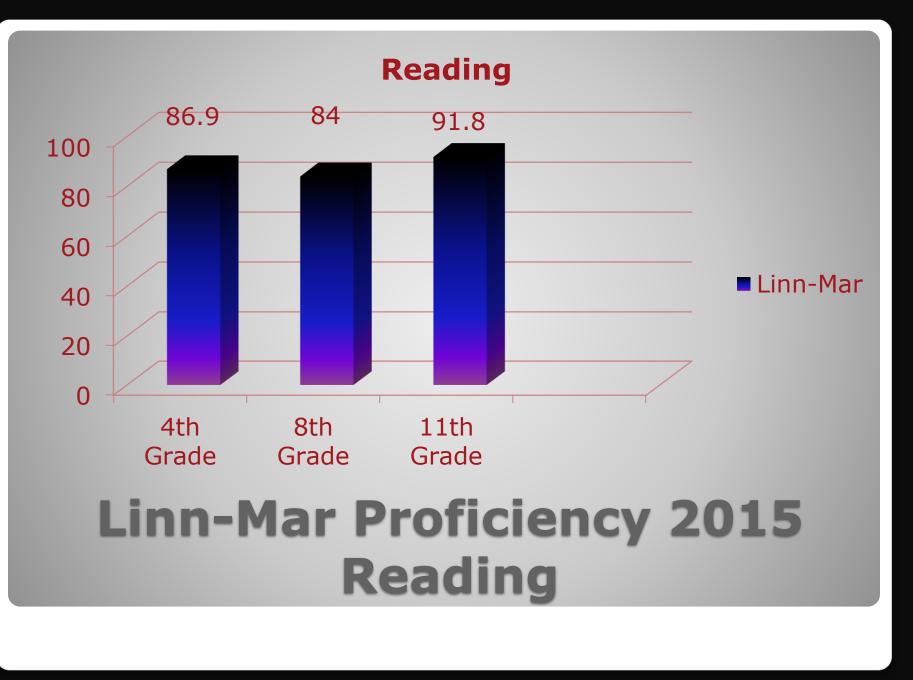
Special Education Happenings 2014/2015 Transition Director hired

- Review of dropout data conducted with high school/middle school administrators
- Purchased modified curriculum in literacy area aligned with general education core
- Literacy consultant from Grant Wood embedded in district

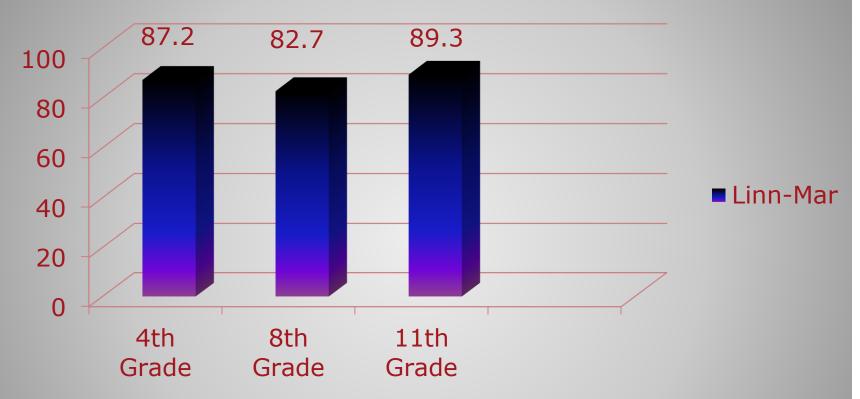
Special Education Happenings 2015/2016 *Professional Development on like groups for vertical articulation *Secondary literacy support *Multi-tiered levels of support implemented for students at all levels *Increased preschool numbers and reserved spots for at risk population *Change model of transition services at Success Center *Design middle school program to be proactive in addressing potential drop out students

Linn-Mar Iowa Assessment Data 2014-2015

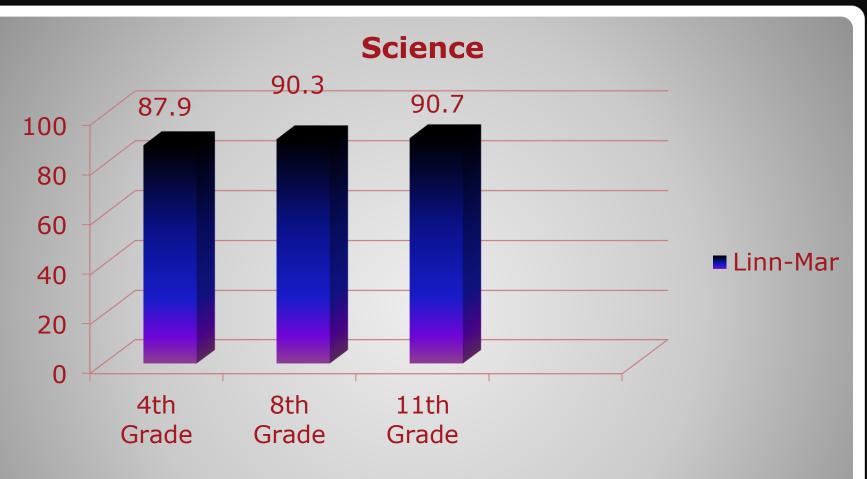




Mathematics



Linn-Mar Proficiency 2015 Mathematics



Linn-Mar Proficiency 2015 Science



Standard Score Ranges for Achievement Levels

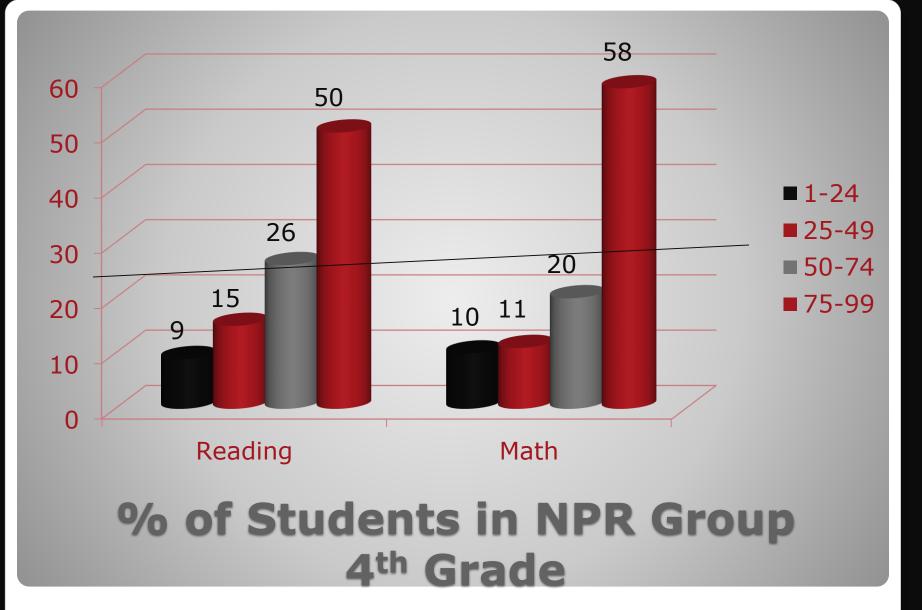
		Reading								
		Fall			Midyear		Spring			
Grade	NP	Р	Α	NP	Р	Α	NP	Р	Α	
3	125-165	166-200	>200	125169	170–208	>208	130–174	175-217	>217	
4	130181	182-223	>223	130184	185-230	>230	135188	189–235	>235	
5	135-193	194-242	>242	135197	198-247	>247	140-201	202-253	>253	
6	140-206	207–258	>258	140-209	210-261	>261	145-212	213-264	>264	
7	140-219	220-277	>277	145-222	223-282	>282	145-225	226-287	>287	
8	145-231	232-292	>292	150-235	236-298	>298	150-238	239-303	>303	
9	150-242	243-308	>308	150-246	247-312	>312	155-248	249-317	>317	
10	155-251	252-320	>320	160-256	257-322	>322	160-256	257-325	>325	
11	160-258	259-326	>326	165-261	262-329	>329	165-262	263-331	>331	

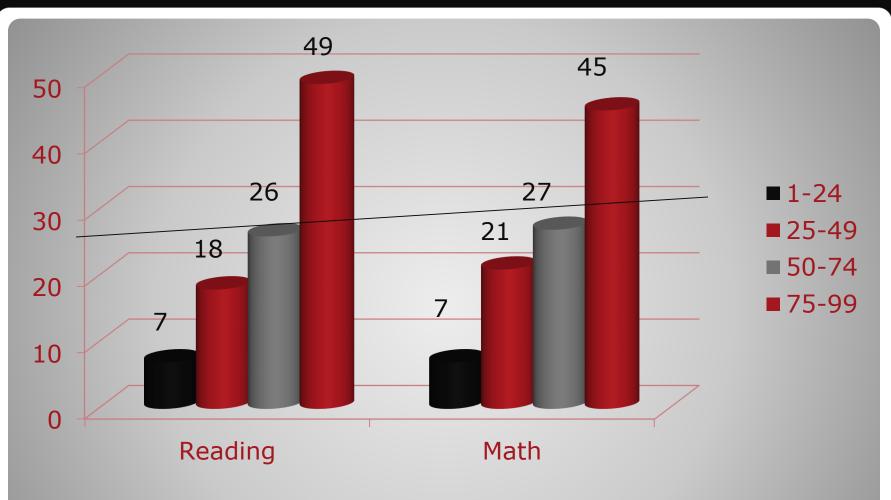
Mathematics

		Fall			Midyear		Spring		
Grade	NP	Р	Α	NP	Р	Α	NP	Р	Α
3	125167	168-192	>192	125-172	173-197	>197	130-176	177-204	>204
4	130180	181-210	>210	130184	185-216	>216	135188	189-223	>223
5	135192	193-228	>228	135196	197-235	>235	140199	200-242	>242
6	140-205	206-245	>245	140-208	209-251	>251	145-211	212-257	>257
7	140-216	217-264	>264	145-218	219-270	>270	145-221	222-276	>276
8	145-228	229-281	>281	145-230	231-286	>286	150-235	236-290	>290
9	150-242	243-303	>303	150-248	249-306	>306	155-248	249-310	>310
10	155-251	252-313	>313	160-256	257-316	>316	160-256	257-319	>319
11	160-258	259-321	>321	165-260	261-324	>324	165-262	263-326	>326

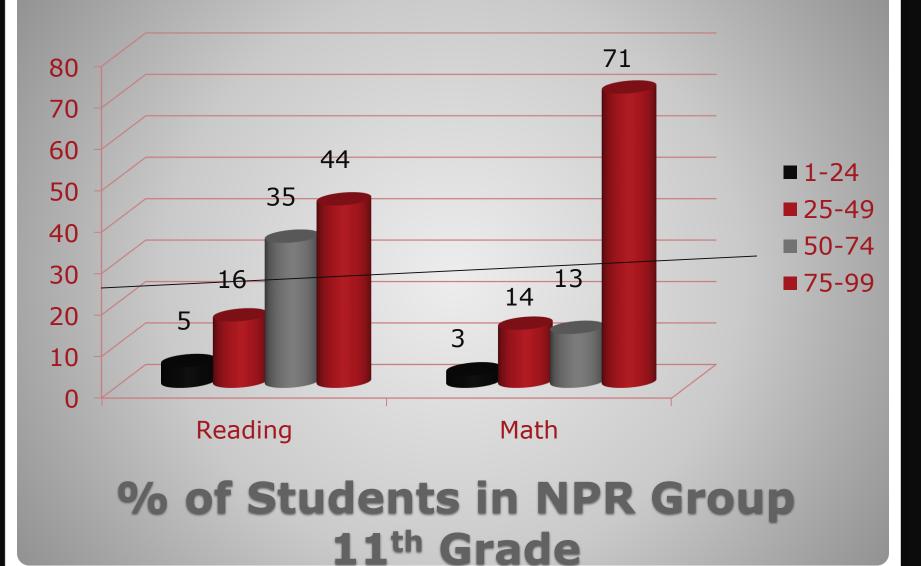
Science

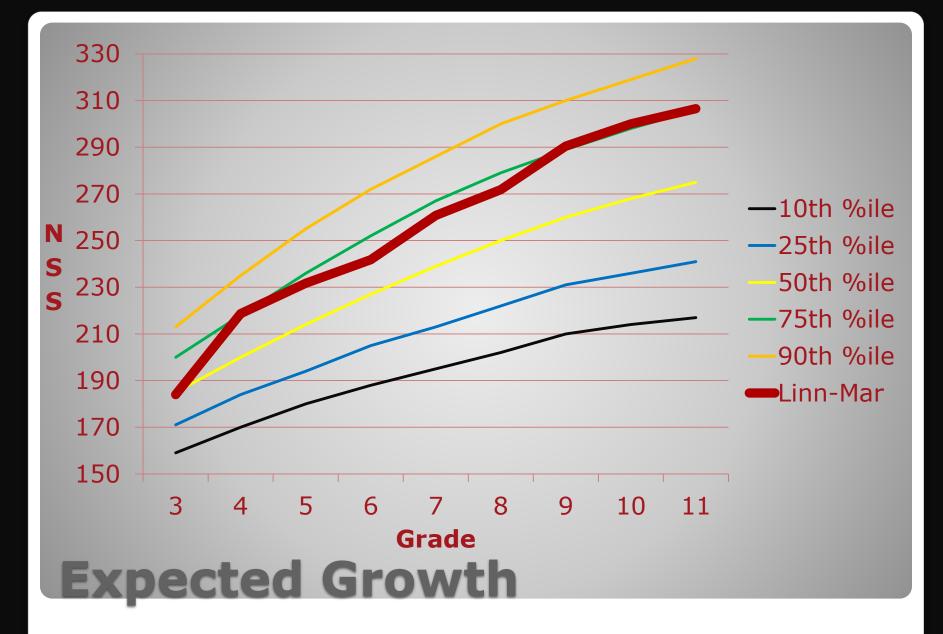
	otientee									
		Fall			Midyear		Spring			
Grade	NP	Р	Α	NP	Р	Α	NP	Р	Α	
3	125166	167–199	>199	125-170	171-211	>211	130–174	175-204	>204	
4	130180	181-224	>224	130184	185-229	>229	135188	189-236	>236	
5	135193	194-238	>238	135197	198–243	>243	140-201	202-249	>249	
6	140-206	207-262	>262	140-209	210-267	>267	145-213	214-273	>273	
7	140-219	220-281	>281	145-222	223-286	>286	145-225	226-291	>291	
8	145-231	232-300	>300	145-234	235-307	>307	150-237	238-312	>312	
9	150-242	243-313	>313	150-249	250-316	>316	155-249	250-320	>320	
10	155-252	253-324	>324	160-257	258-326	>326	160-257	258-329	>329	
11	160-259	260-332	>332	165-264	265-334	>334	165-264	265-337	>337	



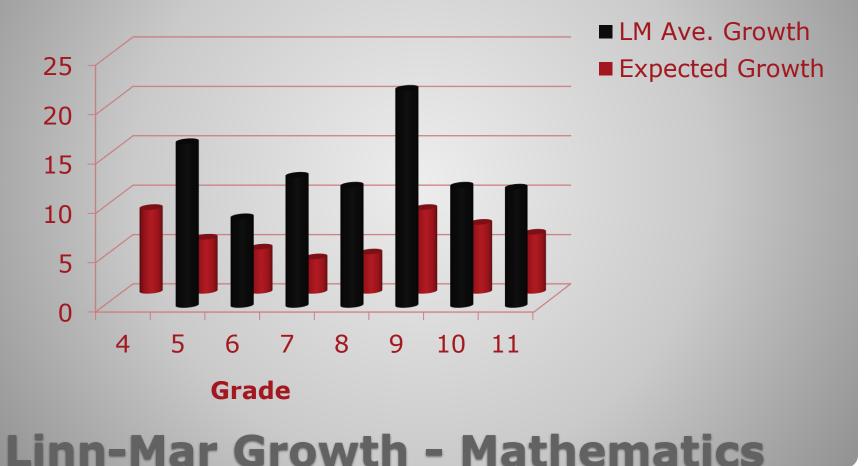


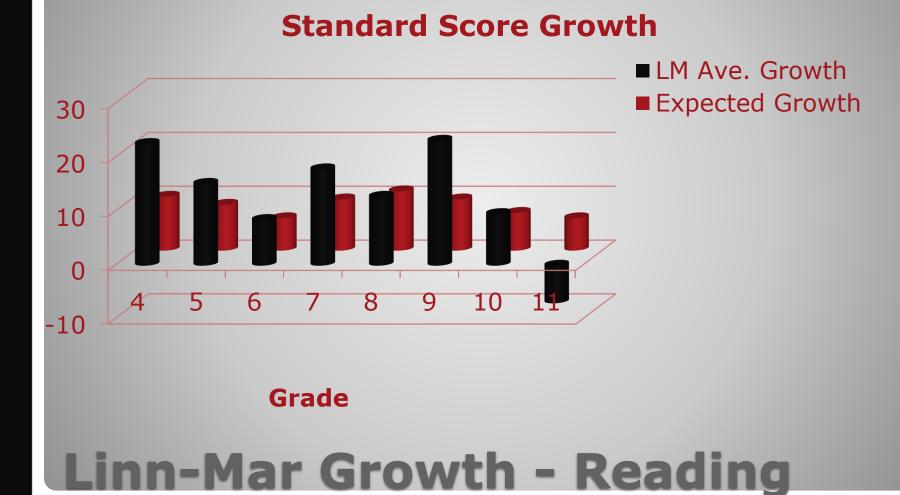
% of Students in NPR Group 8th Grade





Standard Score Growth





Reading



Grade Equivalents - Reading

Math



Grade Equivalents - Mathematics





Grade Equivalents - Science

- Snapshot in time
- One of many academic indicators used by the district
 - NWEA
 - ACT
 - Journeys
 - Everyday Mathematics
 - FAST
- Students continue to grow at a rate above the "expected"
- Change in assessment is coming

PiperJaffray.

 3900 Ingersoll Ave, Suite 110
 Des Moines, Iowa 50312-3800

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 Tel: 800-333-6008
 Fax: 515-247-2352

 Piper Jaffray & Co. Since 1895. Member SIPC and FINRA

May 27, 2015

Honorable President and Board of Directors Linn-Mar Community School District 2999 N. 10th Street Marion, IA 52302

RE: Recommendation Regarding Sale of Sales Tax Revenue Bonds, Series 2015

Ladies and Gentlemen:

BACKGROUND

We were engaged by the District to act as Financial Advisor on the issuance of sales tax revenue bonds to provide additional funding in the District's next infrastructure improvement phase that is estimated to encompass approximately \$25 million in projects. The Series 2015 Bonds is the second in what is expected to be three total debt issuances for this project, with a Series 2016 PPEL Note issuance anticipated late 2015 or early 2016. We prepared a Bid Package, Term Sheet and Bid Form for the Series 2015 Bonds to be used by District staff to solicit area and non-area financial institution bids at the District's request.

RATIONALE FOR PLAN OF FINANCE

There are specific reasons that you would undertake to sell the Bonds in a private placement directly with a financial institution. Summarizing, the reasons are as follows:

- 1. <u>Fees</u>. Bonds sold in a public offering include a variety of fees that can be avoided in a private placement. This would include the costs for underwriting the bonds, potential rating costs, preparing and disseminating the official statement, and possibly the annual cost for paying agent and/or trustee with respect to the bonds. All in all, we believe fees for an issue of this size were reduced by approximately \$108,000-\$135,000 up front by choosing a private placement and approximately an additional \$35,000 over the life of the Bonds in ongoing expenses by eliminating the requirement for the Reserve Fund and the 3rd party Trustee that would be required with such a reserve.
- 2. <u>Official Statement</u>. In a conventional bond offering, an official statement is prepared and sent to investors. This document describes the issue, its credit strengths and credit weaknesses. The mere existence of this document creates potential (perhaps minimal) liability to the District and it's legal and finance team. By privately placing the bonds without an official statement, the purchaser is signing an investor letter that states that they have received no information from the District other than the term sheet, and that they have done their own due diligence and that they are capable of withstanding the risks associated with owning the bonds.

Honorable President and Members of the Board of Education Page Two May 27, 2015

RATIONALE FOR PLAN OF FINANCE (CONTINUED)

3. <u>Debt Service Reserve Fund</u>. Revenue Bonds sold in a conventional public offering often require additional security features, such as a debt service reserve fund equal to the maximum annual payment to be funded up front out of Bond proceeds. The elimination of the reserve fund, when possible, provides the District with more project funds up-front or allows for a smaller borrowing than would otherwise be necessary to fund the reserve fund as well as project costs. In the case of this financing, more net project funds up front was the result of eliminating the requirement for the reserve. Eliminating the reserve is not always possible, particularly on larger issuances depending on current market conditions and appetite from private investors.

BANK PROPOSALS & COMMUNICATION RECEIVED

Your staff communicated with the local banks and other interested financial institutions, providing them with a bid package / term sheet and a deadline for responding. We received bids from 3 individual financial institutions.

The lowest mathematical bid was received from BB&T Governmental Finance (Charlotte, North Carolina) with a flat interest rate of 2.61%. Total interest cost of this bid is \$2,016,615. BB&T waived the requirement of the Reserve Fund and 3rd party paying agent. The bid allows the bonds to be called on July 1, 2022 or anytime thereafter for early pre-payment with no penalty.

The second lowest mathematical bid was received from Farmers State Bank (Marion, Iowa) with serially maturing interest rates ranging from 0.80%-3.70%, for a weighted average interest rate of 2.878%. This bid also waived the requirement of the Reserve Fund and 3rd party paying agent. This proposal allowed for the bonds to be called for pre-payment at any time with 30-days notice. The overall cost difference, including bonding cost differences, between this bid and the BB&T bid is \$202,466.

The third bid was received from Capital One Public Funding LLC (Melville, New York) with a flat term interest rate assigned of 2.92%. This bid also waived the requirement of the Reserve Fund and 3rd party paying agent. This proposal allowed for the bonds to be called for pre-payment July 1, 2022. The overall cost difference, including bonding cost differences, between this bid and the BB&T bid is \$234,522.

WHAT IS THE NEXT BEST OPTION?

We believe that the District could access the conventional market with this bond issue as in the past. In comparing the most recent public bond sale of Iowa school sales tax bonds to the results received by Linn-Mar CSD with the above described process we believe that the District would have received slightly <u>higher</u> interest rates through the public sale process (perhaps 0.05%-0.15% higher.) Additionally, through the combination of the added bonding costs and offsetting requirement for the Reserve Fund and current negative arbitrage created with the reinvestment of those funds, we believe that overall the public sale process in this situation would have resulted in overall more costs to the District of around \$140,000-\$170,000 fee differences alone. This dollar advantage does not include the potentially increased regulatory and legal risk involved

Honorable President and Members of the Board of Education Page Three May 27, 2015

with the preparation and use of an Official Statement document which likely provides some additional immeasurable advantage. It is important for the Board to understand that this situation may not be possible with future issuances depending on market conditions and private placement appetite among financial institutions and other regulatory changes that are possible.

OUR CONCLUSION

We find that the BB&T bid is materially better than the Farmers Savings Bank bid and Capital One Public Financing bid. Although it would be our preference to see a "local" institution awarded, and we believe the Farmers Savings Bank bid is within our expectation of where rates should be assigned, the difference in cost to the district's sales tax fund of \$202,466 is too significant to overlook. The added flexibility to call the bonds at any time is a benefit with the FSB bid, but not enough to outweigh the significant cost difference. We additionally find that all proposals received allow the District to avoid the hassle and expense of (a) preparation of the official statement, (b) work effort associated with preparing a bond sale, (c) the potential liability associated with the public sale of bonds, and (d) the ability to eliminate the debt service reserve fund, which allows more net project funds to be available from today's issue. The ease of this process vs. the conventional sale is also an advantage for district staff.

Factoring in all of the above, we recommend that the Linn-Mar CSD Board of Directors accept the proposal from the private placement approach, and authorize the signing of the bond purchase agreement with <u>BB&T</u> <u>Governmental Finance</u> when such legal documents are eventually prepared and provided for you by your bond attorney.

Very truly yours,

Via Email

Matthew R. Gillaspie Senior Vice President

cc: Ms. Katie Mulholland, Superintendent Mr. J.T. Anderson, Chief Financial Officer

REPORT OF SALE

Linn-Mar Community School District, Iowa

\$10,000,000 School Infrastructure Sales, Services & Use Tax Revenue Bonds, Series 2015

Sale Date: Wednesday, May 27, 2015 at 11:00 AM

Non-Rated

Issuer will designate the Bonds as Bank-Qualified

WINNING BIDDER

BB&T Governmental Finance, Charlotte, North Carolina

Bonds Due	Interest	Bonds Due	Interest
<u>1-Jun</u>	Rate	<u>1-Jun</u>	Rate
2016	2.610%	2023	2.610%
2017	2.610%	2024	2.610%
2018	2.610%	2025	2.610%
2019	2.610%	2026	2.610%
2020	2.610%	2027	2.610%
2021	2.610%	2028	2.610%
2022	2.610%	2029	2.610%
Purchase Price:	10,000,000.00		
Call Feature:	July 1, 2022		
Reserve Fund:	No		
3rd Party Paying Agent:	No		
Total Interest Cost:	2,016,616.50		
Total Bonding Costs:	55,500.00		
All-in-Cost:	2.692%		

OTHER BIDDERS

Farmers State Bank, Mario	n, Iowa		
Bonds Due	Interest	Bonds Due	Interest
<u>1-Jun</u>	Rate	<u>1-Jun</u>	Rate
2016	0.800%	2023	2.400%
2017	1.100%	2024	2.650%
2018	1.400%	2025	2.900%
2019	1.650%	2026	3.100%
2020	1.800%	2027	3.300%
2021	1.950%	2028	3.500%
2022	2.150%	2029	3.700%
Purchase Price:	10,000,000.00		
Call Feature:	Anytime with 30-day	s Notice	
Reserve Fund:	No		
3rd Party Paying Agent:	No		
Total Interest Cost:	2,224,082.50		
Total Bonding Costs:	50,500.00	(\$202,466)	
All-in-Cost:	2.919%		

Capital One Public Funding LLC, Melville, New York

Interest	Bonds Due	Interest
Rate	<u>1-Jun</u>	Rate
2.920%	2023	2.920%
2.920%	2024	2.920%
2.920%	2025	2.920%
2.920%	2026	2.920%
2.920%	2027	2.920%
2.920%	2028	2.920%
2.920%	2029	2.920%
10,000,000.00		
July 1, 2022		
No		
No		
2,256,138.00		
50,500.00	(\$234,522)	
2.996%		
	Rate 2.920% 2.920% 2.920% 2.920% 2.920% 2.920% 10,000,000.00 July 1, 2022 No No 2,256,138.00 50,500.00	Rate 1-Jun 2.920% 2023 2.920% 2024 2.920% 2025 2.920% 2026 2.920% 2027 2.920% 2028 2.920% 2029 10,000,000.00 July 1, 2022 No No 2,256,138.00 50,500.00 50,500.00 (\$234,522)

PiperJaffray.

SOURCES AND USES OF FUNDS

Linn-Mar Community School District, Iowa School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015. Purchaser: BB & T Governmental Finance.

	Dated Date Delivery Date	07/01/2015 07/01/2015	
Sources:			
Bond Procee Par Amo			10,000,000.00
			10,000,000.00
Uses:			
Project Fund Project F			9,944,500.00
Delivery Date Cost of I	Expenses: ssuance		55,500.00
			10,000,000.00

Notes: FINAL. Closing Date: 07/01/2015 Call Date: 07/01/2022

BOND DEBT SERVICE

Linn-Mar Community School District, Iowa School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015. Purchaser: BB & T Governmental Finance.

		ed Date ivery Date	07/01/2015 07/01/2015		
Period					Annual
Ending	Principal	Coupon	Interest	Debt Service	Debt Service
07/01/2015					
01/01/2016			130,500.00	130,500.00	
07/01/2016	870,000	2.610%	130,500.00	1,000,500.00	1,131,000.00
01/01/2017			119,146.50	119,146.50	
07/01/2017	935,000	2.610%	119,146.50	1,054,146.50	1,173,293.00
01/01/2018			106,944.75	106,944.75	
07/01/2018	535,000	2.610%	106,944.75	641,944.75	748,889.50
01/01/2019			99,963.00	99,963.00	
07/01/2019	545,000	2.610%	99,963.00	644,963.00	744,926.00
01/01/2020			92,850.75	92,850.75	
07/01/2020	575,000	2.610%	92,850.75	667,850.75	760,701.50
01/01/2021			85,347.00	85,347.00	
07/01/2021	585,000	2.610%	85,347.00	670,347.00	755,694.00
01/01/2022			77,712.75	77,712.75	
07/01/2022	610,000	2.610%	77,712.75	687,712.75	765,425.50
01/01/2023			69,752.25	69,752.25	
07/01/2023	635,000	2.610%	69,752.25	704,752.25	774,504.50
01/01/2024			61,465.50	61,465.50	
07/01/2024	685,000	2.610%	61,465.50	746,465.50	807,931.00
01/01/2025			52,526.25	52,526.25	
07/01/2025	710,000	2.610%	52,526.25	762,526.25	815,052.50
01/01/2026			43,260.75	43,260.75	
07/01/2026	735,000	2.610%	43,260.75	778,260.75	821,521.50
01/01/2027			33,669.00	33,669.00	
07/01/2027	785,000	2.610%	33,669.00	818,669.00	852,338.00
01/01/2028			23,424.75	23,424.75	
07/01/2028	895,000	2.610%	23,424.75	918,424.75	941,849.50
01/01/2029			11,745.00	11,745.00	
07/01/2029	900,000	2.610%	11,745.00	911,745.00	923,490.00
	10,000,000		2,016,616.50	12,016,616.50	12,016,616.50

Notes: FINAL. Closing Date: 07/01/2015 Call Date: 07/01/2022

BOND SUMMARY STATISTICS

Linn-Mar Community School District, Iowa School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015. Purchaser: BB & T Governmental Finance.

		10,000,000.00			7.727
Term Bond		10,000,000.00	100.000	2.610%	7.727
Bond Compo	onent	Par Value	Price	Average Coupon	Average Life
В	Bid Price			100.000000	
Т	otal Underwriter's Discount				
	Jnderwriter's Fees (per \$1000) Average Takedown Other Fee				
B T M	Sond Years from Dated Date Sond Years from Delivery Date Total Debt Service Maximum Annual Debt Service Average Annual Debt Service		7 1:	7,265,000.00 7,265,000.00 2,016,616.50 1,173,293.00 858,329.75	
B T N	Par Amount Bond Proceeds Total Interest Net Interest Sond Years from Dated Date		1	0,000,000.00 0,000,000.00 2,016,616.50 2,016,616.50 7,265,000.00	
	Average Life (years) Duration of Issue (years)			7.727 6.850	
T N A	Arbitrage Yield True Interest Cost (TIC) Jet Interest Cost (NIC) All-In TIC Average Coupon			2.610000% 2.610000% 2.610000% 2.692409% 2.610000%	
C F	Dated Date Delivery Date First Coupon .ast Maturity			07/01/2015 07/01/2015 01/01/2016 07/01/2029	

	TIC	All-In TIC	Arbitrage Yield
Par Value + Accrued Interest + Premium (Discount) - Underwriter's Discount	10,000,000.00	10,000,000.00	10,000,000.00
- Cost of Issuance Expense - Other Amounts		-55,500.00	
Target Value	10,000,000.00	9,944,500.00	10,000,000.00
Target Date Yield	07/01/2015 2.610000%	07/01/2015 2.692409%	07/01/2015 2.610000%

Notes: FINAL. Closing Date: 07/01/2015 Call Date: 07/01/2022

PiperJaffray.

ITEMS TO INCLUDE ON AGENDA

LINN-MAR COMMUNITY SCHOOL DISTRICT

\$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015

- Resolution Directing the Sale of \$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015.
- Approval of Tax Exemption Certificate.
- Resolution Authorizing the Terms of Issuance and Providing for and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds.

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

June 8, 2015

The Board of Directors of the Linn-Mar Community School District, State of Iowa, met in ________ session, in the Board Room, Learning Resource Center, 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 \$10,000,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2015" and moved its adoption. Board Member ______ seconded the motion to adopt. The roll was called and the vote was,

The President declared the Resolution adopted.

* * * * * * *

Board Member _____ moved that the form of Tax Exemption Certificate be placed on file and approved. Board Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS:

The President declared the Motion adopted.

* * * * * * *

Board Member ______ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE TERMS OF ISSUANCE AND SECURING THE PAYMENT OF \$10,000,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2015, OF THE LINN-MAR COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, UNDER THE PROVISIONS OF CHAPTERS 423E AND 423F OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID BONDS," 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 SALE OF \$10,000,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2015

WHEREAS, this is the time and place for the sale of \$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015.

WHEREAS, the School District has arranged for the sale of these Bonds to Branch Banking and Trust Company, Charlotte, North Carolina, at a purchase price of \$10,000,000, plus accrued interest to date of delivery:

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

Section 1. That in accordance with the provisions of Iowa Code Section 423E.5 and Chapter 423F, the sale of \$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds dated July 1, 2015, for the purpose of renovating, repairing, remodeling, furnishing, equipping and improving the existing high school building, and constructing, furnishing and equipping an addition to the existing high school building, upon the following terms, is approved and confirmed.

Section 2. That the President and Secretary are authorized and directed to issue and deliver \$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds in the aggregate principal amount of \$10,000,000, each in the denomination of \$5,000 or multiples thereof, bearing interest and maturing as follows:

Principal	Interest	Maturity
Amount	Rate	July 1
\$10,000,000	2.610%	2029*
Torm Dond	2.01070	2027

*Term Bond

Section 3. That the Bond Purchase Agreement is approved and the President and Secretary are authorized and directed to execute the Bond Purchase Agreement on behalf of the School District.

Section 4. That all acts of the Superintendent of Schools, Secretary of the Board, and Financial Advisor done in furtherance of the sale of the Bonds are ratified and approved.

PASSED AND APPROVED this 8th day of June, 2015.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

RESOLUTION AUTHORIZING AND PROVIDING FOR THE TERMS OF ISSUANCE AND SECURING THE PAYMENT OF \$10,000,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2015, OF THE LINN-MAR COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, UNDER THE PROVISIONS OF CHAPTERS 423E AND 423F OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID BONDS

WHEREAS, pursuant to Iowa Code chapters 423E and 423F, the Board of Directors of the Linn-Mar Community School District, State of Iowa, (the "Issuer") is currently entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure, the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the Issuer pursuant to Section 423E.4, Code of Iowa, as amended, and which taxes are and will continue to be collected as set forth therein and said revenues have not been pledged and are available for the payment of revenue bonds, subject to the following premises; and

WHEREAS, pursuant to Iowa Code chapter 423E and an election duly held in accordance therewith on June 30, 2009, the Board of Directors of the Linn-Mar Community School District, State of Iowa, is currently entitled to spend School Infrastructure Tax Revenues for "school infrastructure" purposes; and

WHEREAS, for the purpose of renovating, repairing, remodeling, furnishing, equipping and improving the existing high school building, and constructing, furnishing and equipping an addition to the existing high school building are hereby found and declared to be eligible "school infrastructure projects" within the meaning of the proposition approved by the electors of the Issuer, and the designated portion of the School Infrastructure Sales, Services and Use Tax Revenue to be used for such projects shall be allocated first to the repayment of School Infrastructure Sales, Services and Use Tax Revenue Bonds issued for the purposes of the Project (as hereinafter defined); and

WHEREAS, Issuer proposes to issue its revenue bonds in the amount of \$10,000,000 for the purpose of defraying the costs of the Project, to pay costs of issuance; and

WHEREAS, in the Prior Bond Resolutions (as hereinafter defined) authorizing the issuance of the Outstanding Bonds (as hereinafter defined), it is provided that additional School Infrastructure Sales, Services and Use Tax Revenue Bonds may be issued on a parity with the Outstanding Bonds, provided that there has been procured and placed on file with the Secretary of the Board of Directors, a statement complying with the conditions and limitations therein imposed upon the issuance of said Parity Bonds; and

WHEREAS, a statement of Piper Jaffray & Co., an independent financial advisor not in the regular employ of the Issuer, has been placed on file in the office of the Secretary of the Board of Directors, showing the conditions and limitations of said Prior Bond Resolutions with regard to the sufficiency of School Infrastructure Tax Revenues to permit the issuance of additional School Infrastructure Sales, Services and Use Tax Revenue Bonds ranking on a parity with the Outstanding Bonds to have been met and satisfied as required; and

WHEREAS, pursuant to the provisions of chapters 423E and 423F of the Code of Iowa, the above mentioned bonds were authorized to be issued and sold and action should now be taken to issue the bonds conforming to the terms and conditions of the best bid received at the sale:

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. <u>Definitions</u>. The following terms with or without capitalization shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

• "Act" shall mean Iowa Code chapters 423E and 423F, as from time to time amended and supplemented.

• "Additional Bonds" shall mean any school infrastructure sales, services and use tax revenue bonds issued on a parity with the Bonds in accordance with the provisions of this Resolution.

♦ "Bond(s)" shall mean \$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015, authorized to be issued by this Resolution.

• "Bond Fund" shall mean the Sinking Fund.

• "Bond Proceeds" shall mean the amount actually received from the sale of the Bonds and paid to the Issuer on the Closing Date.

• "Closing Date" shall mean the date of the delivery of the Bonds in exchange for the agreed upon purchase price.

• "Debt Service Fund" shall mean the Sinking Fund.

• "Economic Refunding" shall mean the sale and issuance of refunding bonds issued to discharge and satisfy all or a part of the Bonds or the Outstanding Bonds in accordance with Section 19 of this Resolution, and to pay costs of issuance. The refunding must (i) produce annual debt service on the refunding bonds not greater than the total (remaining) debt service on the refunded bonds; (ii) shall not have a payment in any Fiscal Year (through maturity of the new bonds) that is greater than the payment on the Bonds or Outstanding Bonds being refunded, and (iii) shall not extend the final maturity of the refunded bonds.

• "Fiscal Year" shall mean the twelve-month period beginning on July l of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the

official accounting period of the Issuer. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year, except to the extent of any conflict with the terms of the Outstanding Bonds while the same remain outstanding.

• "Governing Body" shall mean the Board of Directors of the School District.

• "Independent Auditor" shall mean an independent firm of Certified Public Accountants, an independent financial advisor, or the Auditor of State.

• "Issuer" and "School District" shall mean the Linn-Mar Community School District.

• "Original Purchaser" shall mean Branch Banking and Trust Company, Charlotte, North Carolina.

"Outstanding Bonds" shall mean, collectively, the \$18,850,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2010 (the "Series 2010 Bonds") dated March 1, 2010 issued in accordance with the Prior Bond Resolution, all of which bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues; \$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2012 (the "Series 2012 Bonds") dated October 1, 2012, issued in accordance with the Prior Bond Resolution, all of which bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues; \$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2013, (the "Series 2013 Bonds") dated June 4, 2013, issued in accordance with the Prior Bond Resolution, of which \$9,500,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues; \$6,940,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2014A (the "Series 2014A Bonds") dated February 24, 2014, issued in accordance with the Prior Bond Resolution, of which \$3,430,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues; \$3,215,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2014C (the "Series 2014C Bonds") dated March 12, 2014, issued in accordance with the Prior Bond Resolution, of which \$1,565,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues; and \$3,665,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2014E (the "Series 2014E Bonds") dated October 21, 2014, issued in accordance with the Prior Bond Resolution, all of which bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues.

• "Parity Bonds" shall mean School Infrastructure Sales, Services and Use Tax Revenue Bonds, notes or other obligations payable solely from the School Infrastructure Tax Revenues on an equal basis with the Bonds herein authorized to be

issued and shall include Additional Bonds as authorized to be issued under the terms of this Resolution.

• "Paying Agent" shall mean Secretary of the Board of Directors, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

• "Permitted Investments" shall mean any investments permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Bonds or project costs.

Prior Bond Resolutions" shall mean, collectively, certain resolutions adopted by the Issuer on March 8, 2010 authorizing the issuance of the Series 2010 Bonds; on September 10, 2012 authorizing the issuance of the Series 2012 Bonds; on May 20, 2013 authorizing the issuance of the Series 2013 Bonds; on February 10, 2014 authorizing the issuance of the Series 2014A Bonds; on February 24, 2014 authorizing the issuance of the Series 2014C Bonds; and on October 6, 2014 authorizing the issuance of the Series 2014E Bonds.

• "Project" shall mean a school infrastructure project as authorized by the electors at the election held June 30, 2009 and the Act, including renovating, repairing, remodeling, furnishing, equipping and improving the existing high school building, and constructing, furnishing and equipping an addition to the existing high school building.

• "Project Fund" or "Construction Account" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

• "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate and as provided in Section 21 of this Resolution.

• "Registrar" shall mean the Secretary of the Board of Directors of Linn-Mar Community School District, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

• "Reserve Fund" shall mean the reserve revenue fund established in Section 15 of this Resolution.

"Reserve Fund Requirement" shall mean an amount equal to the lesser of (a) the maximum amount of the principal and interest coming due on the Series 2010 Bonds, the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014A Bonds, and the Series 2014C Bonds and any Parity Bonds secured by the Reserve Fund; (b) 10% of the stated principal amount of the Series 2010 Bonds, the Series 2012 Bonds, the Series 2013

Bonds secured by the Reserve Fund, the Series 2014A Bonds, and the Series 2014C Bonds and any Parity Bonds (for issues with original issue discount the issue price as defined in the Tax Exemption Certificate shall be substituted for the stated principal amount) or (c) 125% of the average principal and interest coming due on the Series 2010 Bonds, the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014A Bonds, and the Series 2014C Bonds and Parity Bonds. For purposes of this definition: (1) "issue price" shall be substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue.

• "Revenue Fund" shall mean the fund established in Section 15 of this Resolution.

• "School Infrastructure Tax" shall mean the School District's portion of the one percent (1%) sales, services and use tax imposed by the State of Iowa for school infrastructure purposes which must be deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to section 423E.4 Code of Iowa, as amended.

• "School Infrastructure Tax Revenues" shall mean all of the revenues received by the School District in each Fiscal Year from the imposition of the School Infrastructure Tax (including, without limitation, any revenues received by the School District from interest and penalties on delinquent collections of the School Infrastructure Tax).

• "Secretary" shall mean the Secretary of the Board of Directors of the School District, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

• "Sinking Fund" shall mean the sinking fund established in Section 15 of this Resolution.

• "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.

• "Treasurer" shall mean the Treasurer of the School District or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

• "Yield Restricted" shall mean any amount required to be invested at a yield that is not materially higher than the yield on the Bonds under section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. <u>Authority</u>. The Bonds authorized by this Resolution shall be issued pursuant to Iowa Code section 423E.5 and Iowa Code chapter 423F, and be in compliance with all applicable provisions of the Constitution and laws of the State of Iowa.

Section 3. <u>Authorization and Purpose</u>. There shall be issued negotiable, serial, fully registered, School Infrastructure Sales, Services and Use Tax Revenue Bonds of the Linn-Mar Community School District, in the of County of Linn, State of Iowa, in the aggregate amount of \$10,000,000 for the purpose of paying costs of the Project.

Section 4. <u>Source of Payment</u>. The Bonds herein authorized and Parity Bonds and the interest thereon shall be payable solely and only from the School Infrastructure Tax Revenues and shall be a first lien on the future School Infrastructure Tax Revenues received by the School District under the Act. The Bonds shall not be general obligations of the Issuer nor shall the Issuer's full faith and credit and taxing power be pledged to the payment thereof. The Issuer is not obligated to levy any ad valorem taxes nor to expend any moneys of the Issuer to pay the Bonds, except the School Infrastructure Tax Revenues pledged under this Resolution. The Issuer shall be in no manner liable by reason of the failure of the School Infrastructure Tax Revenues to be sufficient for the payment of the Bonds.

Section 5. <u>Bond Details</u>. School Infrastructure Sales, Services and Use Tax Revenue Bonds of the School District in the amount of \$10,000,000 are issued pursuant to the provisions of Iowa Code section 423E.5 and Iowa Code chapter 423F for the aforesaid purposes. The Bonds shall be designated "SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BOND, SERIES 2015," be dated July 1, 2015, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on January 1, 2016 and semiannually thereafter on the 1st day of July and January in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the President and attested by the manual or facsimile signature of the Secretary, and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check, wire, or electronic funds transfer to the registered owner of the Bond. The Bonds shall be in the denomination of \$100,000 or denominations thereof. Said Bonds shall mature and bear interest as follows:

Principal	Interest	Maturity
Amount	Rate	July 1
\$10,000,000	2.610%	2029 ⁽¹⁾

⁽¹⁾ <u>Term Bonds Maturing July 1, 2029</u>. Bonds in the aggregate principal amount of \$10,000,000 shall be issued as Terms Bonds maturing as to principal on July 1, 2029, shall bear interest at 2.610% per annum and shall be subject to mandatory redemption and payment at par and accrued interest in the principal amounts in each of the years as set forth as follows:

Principal Amount of Mandatory Redemption	Interest Rate	Date of Redemption July 1
\$ 870,000	2.610%	2016
935,000	2.610	2017
535,000	2.610	2018
545,000	2.610	2019
575,000	2.610	2020
585,000	2.610	2021
610,000	2.610	2022
635,000	2.610	2023
685,000	2.610	2024
710,000	2.610	2025
735,000	2.610	2026
785,000	2.610	2027
895,000	2.610	2028
900,000	2.610	2029*

The 2029 Term Bonds

* Final Maturity

Section 6. <u>Optional Redemption</u>. Bonds maturing after July 1, 2022, may be called for optional redemption by the Issuer on that date, and on any payment date thereafter and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond.

If selection by lot within a maturity is required, the Registrar shall by random selection of the names of the registered owners of the entire annual maturity select the Bonds to be redeemed until the total amount of Bonds to be called has been reached.

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Terms Bonds in such order as the Board shall determine.

Section 7. <u>Registration of Bonds</u>; <u>Appointment of Registrar</u>; <u>Transfer</u>; <u>Ownership</u>; <u>Delivery</u>; <u>and Cancellation</u>.

(a) <u>Registration</u>. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the

Bonds, and in no other way. The Secretary of the Board of Directors of Linn-Mar Community School District is hereby appointed as Bond Registrar under the terms of this Resolution. The Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds and for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

(b) <u>Transfer</u>. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) <u>Registration of Transferred Bonds</u>. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

(d) <u>Ownership</u>. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

(e) <u>Cancellation</u>. All Bonds which have been redeemed shall not be reissued but shall be canceled by the Registrar. All Bonds which are canceled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the canceled Bonds to the Issuer.

(f) <u>Non-Presentment of Bonds</u>. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on

Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

Section 8. <u>Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds</u>. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. <u>Record Date</u>. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the President and Secretary shall execute and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Original Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. <u>Right to Name Substitute Paying Agent or Registrar</u>. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 12. Form of Bond. Bonds shall be printed substantially in the form as follows:

(Form of Bond)

"Registered"

R-1

"Registered"

\$10,000,000

STATE OF IOWA LINN-MAR COMMUNITY SCHOOL DISTRICT COUNTY OF LINN SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2015, DATED JULY 1, 2015

Rate	Maturity	Bond Date
2.610%	July 1, 2029	July 1, 2015

The Linn-Mar Community School District, in the County of Linn, State of Iowa, a school corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

or registered assigns, the principal sum of TEN MILLION DOLLARS in lawful money of the United States of America, on the maturity date shown above, upon surrender at the office of the Secretary of the Board of Directors of Linn-Mar Community School District, Marion, Iowa, Paying Agent of this issue, or successor with interest on the sum from the date hereof payable on January 1, 2016, and semiannually thereafter on the 1st day of July and January in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Iowa Code section 423E.5 and Iowa Code chapter 423F, as amended, for the purpose of paying costs of a School Infrastructure Project defined in and in conformity with the Act and to a Resolution of the Board of Directors of the School District authorizing the issuance of the Bonds, duly passed and approved ("Resolution"). For a complete statement of the revenues and funds from which and the conditions under which this Bond is payable, a statement of the conditions under which additional bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the above-described Resolution.

Bonds maturing after July 1, 2022, may be called for optional redemption by the Issuer on that date, and on any payment date thereafter and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond.

If selection by lot within a maturity is required, the Registrar shall by random selection of the names of the registered owners of the entire annual maturity select the Bonds to be redeemed until the total amount of Bonds to be called has been reached.

Term Bonds maturing in 2029 are subject to mandatory redemption and payment at par and accrued interest, in the principal amounts set forth in the Resolution, on July 1 of the years 2016 to 2029, inclusive.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by the Secretary of the Board of Directors, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered bondholders of such change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Resolution.

This Bond and the series of which it forms a part, and any additional bonds which may be hereafter issued and outstanding from time to time on a parity with said Bonds, as provided in the Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured solely and only by a pledge of certain School Infrastructure Tax Revenues as defined and provided in said Resolution. The School District covenants and agrees that it will allocate such School Infrastructure Tax Revenues to a sinking fund to meet the principal of and interest on this series of Bonds, and other bonds ranking on a parity therewith, as the same become due.

This Bond is not a general obligation of the Issuer nor is the Issuer's full faith and credit and taxing power pledged to the payment hereof. The Issuer is not obligated to levy any ad valorem taxes nor to expend any moneys of the Issuer to pay this Bond, except the School Infrastructure Tax Revenues pledged under the Resolution. Under no circumstances shall the School District be in any manner liable by reason of the failure of said School Infrastructure Tax Revenues to be sufficient for the payment hereof.

This Bond is a "qualified tax-exempt obligation" designated by the School District for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said School District by its Board of Directors has caused this Bond to be signed by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Secretary, and authenticated by the manual signature of an authorized representative of the Registrar, the Secretary of the Board of Directors.

Date of authentication: Closing Date

This is one of the Bonds described in the Resolution, as registered by the Secretary of the Board of Directors.

SECRETARY OF THE BOARD OF DIRECTORS, Registrar

BOARD OF DIRECTORS OF THE LINN-MAR COMMUNITY SCHOOL DISTRICT IN THE COUNTY OF LINN, STATE OF IOWA

By: <u>(manual or facsimile signature)</u> President of the Board

ATTEST:

By:______Authorized signature

By: <u>(manual or facsimile signature)</u> Secretary of the Board

Registrar and Transfer Agent: Secretary of the Board of Directors

Paying Agent: Secretary of the Board of Directors

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (Social Security or Tax Identification No. _____) this Bond and constitutes and appoints ______ attorney in fact to transfer this Bond on the books kept for registration of this Bond, with full power of substitution in the premises.

Dated

(Person(s) executing this Assignment sign(s) here)

SIGNATURE GUARANTEED)

IMPORTANT - READ CAREFULLY

Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent which may require signatures to be guaranteed by certain eligible guarantor institutions which participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s)		
Address of Transferee(s)	· · · · · · · · · · · · · · · · · · ·	
Social Security or Tax Identification		······································
Number of Transferee(s)		
Transferee is a(n):		
Individual*	Corporation	
Partnership	Trust	

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common TEN ENT - as tenants by the entireties JT TEN - as joint tenants with rights of survivorship and not as tenants in common IA UNIF TRANS MIN ACT - Custodian (Cust) (Minor) Under Iowa Uniform Transfers to Minors Act.....

(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

Section 13. <u>Equality of Lien</u>. The timely payment of principal of and interest on the Bonds and Parity Bonds shall be secured equally and ratably by the School Infrastructure Tax Revenues without priority by reason of number or time of sale or delivery; and the School Infrastructure Tax Revenues are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 14. <u>Application of Bond Proceeds - Project Fund</u>. Proceeds of the Bonds shall be applied as follows:

An amount equal to accrued interest shall be deposited in the Sinking Fund for application to the first payment of interest on the Bonds.

• There is hereby created a Project Fund, to be held by the Issuer, into which the balance of the Bond Proceeds shall be deposited and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other School Infrastructure Tax Revenues shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 15. Application of Revenues.

The provisions of the Prior Bond Resolutions are hereby ratified and confirmed. Nothing in this Resolution shall be construed to impair the rights vested in the Outstanding Bonds. The amounts herein required to be paid into the various funds named in this Section shall be inclusive of payments required in respect to the Outstanding Bonds. The provisions of the Prior Bond Resolutions authorizing the Outstanding Bonds and the provisions of this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the bonds authorized by said resolution have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

As long as any of the Outstanding Bonds, the Bonds or Parity Bonds shall be outstanding and unpaid either as to principal or interest, or until all of the Bonds and Parity Bonds then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, all of the receipts of the School Infrastructure Tax Revenues shall be deposited as collected with the Issuer in a special fund to be known as the Linn-Mar Community School District School Infrastructure Sales and Services Tax Revenue Fund (the "Revenue Fund"), to be held by the Issuer and shall be disbursed in the following priority and only as follows:

(1)Sinking Fund. The provisions in the Prior Bond Resolution, whereby there was created and is to be maintained a Sinking Fund, to be held by the Issuer and for the monthly payment into said fund from future School Infrastructure Tax Revenues such portion thereof as will be sufficient to meet the principal and interest of the Outstanding Bonds are hereby ratified and confirmed; provided, however, that the amounts to be set aside and paid into the Sinking Fund in equal monthly installments from the earnings shall be sufficient to pay the principal and interest due each year, not only on the Outstanding Bonds, but also the principal and interest of the Bonds herein authorized to be issued. The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the Outstanding Bonds, and the then outstanding Bonds and Parity Bonds plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Outstanding Bonds, and the Bonds on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required

amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Outstanding Bonds, the Bonds and Parity Bonds as the same shall become due and payable. Accrued interest, if any, shall be deposited in the Sinking Fund.

(2) <u>Reserve Fund</u>. The provisions in the Prior Bond Resolution whereby there was created and maintained a debt service reserve, and any subaccounts, in an amount equal to the Reserve Fund Requirement for the Series 2010 Bonds, the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014A Bonds, and the Series 2014C Bonds, is hereby ratified and confirmed, and all such provisions inure to and constitute the security for the payment of principal and interest on the Series 2010 Bonds, the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014A Bonds, and the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014A Bonds, and the Series 2014C Bonds. The Reserve Fund is hereby ratified and shall be used solely for the purpose of paying principal at maturity of or interest on the Series 2010 Bonds, the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014A Bonds, and the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014A Bonds, and the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014 Bonds, and the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014 Bonds, and the Series 2014 Bonds, the Series 2014 Bonds, the Series 2014 Bonds, and the Series 2014 Bonds, the Series 2014 Bonds, and the Series 2014 Bonds, the Series 2014 Bonds, and the Series 2014 Bonds, the Series 2014 Bonds, and the Series 2014 Bonds, the Series 2014 Bonds, the Series 2014 Bonds, and the Series 2014 Bonds, the Series 2014 Bonds, and the Series 2014 Bonds, the Series 2014 Bonds, and the Series 2014 Bonds, the Series 2014 Bonds, the Series 2014 Bonds, and the Series 2014 Bonds, and the Series 2014 Bonds, the Seri

(3) <u>Subordinate Obligations</u>. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the School Infrastructure Tax Revenues, but subordinate to the Bonds and Parity Bonds.

(4) <u>Surplus Revenue</u>. Any remaining money may be used to pay or redeem any of the Bonds or Parity Bonds or may be transferred to the Project Fund to be used for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on or before the 15th day of each month, or on the next succeeding business day when the 15th shall not be a business day; and if in any month the money in the Revenue Fund (including the Sinking Fund or the Reserve Fund) shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The Issuer may establish various subaccounts within each Fund established by the Prior Bond Resolutions or this Resolution.

Failure to make such allocation and payment without cure within thirty days shall constitute an event of default under this Resolution.

Section 16. <u>Investments</u>. Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor

in any one financial institution shall be continuously secured in compliance with the State Sinking Fund provided under Iowa Code chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided but in no event maturing in more than three years in the case of the Reserve Fund. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Section.

The Sinking Fund and the Reserve Fund shall be segregated in a separate account but may be invested in the same manner as other funds of the School District but designated as a trust fund on the books and records of the School District. The Sinking Fund and Reserve Fund, shall not be available for any other purposes other than those specified in this Resolution.

All income derived from such investments in the Revenue Fund shall be regarded as School Infrastructure Tax Revenues.

Earnings on investments of the Project Fund shall be deposited in and expended from the Project Fund.

Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 17. <u>Covenants of the Issuer</u>. The Issuer hereby covenants and agrees with each and every holder of the Bonds and Parity Bonds that:

(a) The Issuer will administer, enforce and collect, or cause to be administered, enforced and collected, the School Infrastructure Tax Revenues and the School Infrastructure Tax and shall take all reasonable actions that may be permitted by law to collect delinquent payments or to cause delinquent payments to be collected in accordance with law.

(b) The Issuer will keep or cause to be kept books and records showing the proceeds of the School Infrastructure Tax Revenues, in which complete entries shall be made in accordance with standard principles of accounting, and any owner of any of the Bonds shall have the right at all reasonable times to inspect such books and records.

(c) The Issuer shall, to the extent permitted by law, defend the validity and legality of this Resolution, the School Infrastructure Tax and the School Infrastructure Tax Revenues against all claims, suits and proceedings which would diminish or impair the School Infrastructure Tax Revenues as security for the Bonds.

(d) The Issuer, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or caused to be performed, all duties with respect to the School Infrastructure Tax required by the Constitution and laws of the State of Iowa and the various ordinances, resolutions and contracts of the Issuer, including, without limitation, the proper segregation of the proceeds of the Bonds and the School Infrastructure Tax Revenues and their application from time to time to the respective funds provided therefore.

(e) At any and all times the Issuer shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurance as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular, the School Infrastructure Tax Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the Issuer may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Resolution. The Issuer, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the School Infrastructure Tax Revenues and other funds and accounts pledged hereunder and all the rights and every owner of any of the Bonds against all claims and demands of all persons whomsoever.

(f) The Issuer, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bonds according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any registered owner of any Bond or other security payable from the School Infrastructure Tax Revenues might be prejudicially and materially impaired or diminished.

(g) Each Issuer officer or employee having custody of any School Infrastructure Tax Revenues, or responsible for their handling, shall be bonded at all times, which bond shall be conditioned upon the proper application of said moneys.

(h) The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be mailed to the Original Purchaser and to the Bondholders upon request.

(i) The Governing Body of the Issuer shall not take any action with respect to the Issuer's current Revenue Purpose Statement which would impair the ability or authority of the Issuer to apply School Infrastructure Tax Revenues to the payments of principal and interest on the Bonds and Parity Bonds.

Notwithstanding anything in this Section to the contrary, none of the foregoing covenants of the Issuer with respect to the School Infrastructure Tax Revenues shall obligate the Issuer to undertake or perform any duty, task or obligation to be performed by the State of Iowa or a county or its Board of Supervisors under the terms of the Act or other provision of the Code of Iowa, as from time to time amended.

Section 18. <u>Remedies of Bondholders</u>. Except as herein expressly limited the holder or holders of the Bonds and Parity Bonds shall have and possess all the rights of action and

remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Bonds and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 19. Prior Lien and Parity Bonds; Subordinate Obligations. So long as the Series 2010 Bonds remain a lien on the School Infrastructure Tax Revenues, Section 20 of the Resolution authorizing the Series 2010 Bonds shall apply; thereafter, and so long as the Series 2012 Bonds remain a lien on the School Infrastructure Tax Revenues, Section 20 of the Resolution authorizing the Series 2012 Bonds shall apply; thereafter, and so long as the Series 2013 Bonds remain a lien on the School Infrastructure Tax Revenues, Section 20 of the Resolution authorizing the Series 2013 Bonds shall apply; thereafter, and so long as the Series 2014A Bonds remain a lien on the School Infrastructure Tax Revenues, Section 20 of the Resolution authorizing the Series 2013 Bonds shall apply; thereafter, and so long as the Series 2014C Bonds remain a lien on the School Infrastructure Tax Revenues, Section 20 of the Resolution authorizing the Series 2014C Bonds shall apply; thereafter, and so long as the Series 2014E Bonds remain a lien on the School Infrastructure Tax Revenues, Section 20 of the Resolution authorizing the Series 2014C Bonds shall apply; thereafter, and so long as the Series 2014E Bonds remain a lien on the School Infrastructure Tax Revenues, Section 10 of the Resolution authorizing the Series 2014C Bonds shall apply; thereafter, and so long as the Series 2014E Bonds remain a lien on the School Infrastructure Tax Revenues, Section 19 of the Resolution authorizing the Series 2014E Bonds shall apply; thereafter, and so long as the Series 2014E Bonds remain a lien on the School Infrastructure Tax Revenues, Section 19 of the Resolution authorizing the Series 2014E Bonds shall apply; thereafter, and so long as the Bonds remain a lien on the School Infrastructure Tax Revenues, Section 19 of the Resolution authorizing the Series 2014E Bonds shall apply; thereafter, and so long as the Bonds remain a lien on the School Infrastructure Tax Revenues, Section 19 of the Resolution authorizing the Series 2014E Bonds shall apply; there

The Issuer will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the School Infrastructure Tax Revenues having priority over the Bonds or Parity Bonds.

Additional Bonds may be issued on a parity and equality of rank with the Bonds with respect to the lien and claim of such Additional Bonds to the School Infrastructure Tax Revenues and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Bonds or Parity Bonds outstanding so long as the refunding is an Economic Refunding, without complying with subsection (b) below;

(b) For the purpose of refunding any Bonds or Parity Bonds outstanding, or for other lawful purposes, before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Secretary, a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.20 times the maximum amount that will be required in any Fiscal Year for the payment of both principal of and interest on all Bonds or Parity Bonds then outstanding which are payable from the School Infrastructure Tax Revenues and the Additional Bonds then proposed to be issued.

For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year, the amount of the revenues for such year may be adjusted by the Independent Auditor to reflect: (1) any revision of the rate of the School Infrastructure

Tax as if such revision had been in effect during all of such preceding Fiscal Year; (2) the current level at which the State funds the Statewide Average Revenue Per Student then in effect for the year in which the Bonds are issued. For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year, the amount of revenues for such year shall be adjusted by the Independent Auditor to reflect the most recent certified enrollment count of students for the District.

(c) the Additional Bonds must be payable as to principal and as to interest on the same month and day as the Bonds herein authorized.

(d) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(e) the Reserve Fund, including all subaccounts within the Reserve Fund, for the outstanding Series 2010 Bonds, the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014A Bonds, and the Series 2014C Bonds and for the Additional Bonds, if required, must be fully funded as of the date of issue of the Additional Bonds.

The Issuer may not issue any bonds, notes, or other obligations that are subordinate to the Bonds ("Subordinate Obligations") unless it has obtained a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as provided in paragraph (b)(i) of this section) were at least equal to the maximum amount that will be required in any Fiscal Year for both principal of and interest on all Bonds, Parity Bonds, or Subordinate Obligations then outstanding which are payable from School Infrastructure Tax Revenues and the bonds, notes, or other obligations then proposed to be issued.

Section 20. <u>Disposition of Bond Proceeds</u>; <u>Arbitrage Not Permitted</u>. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of said Bonds it will comply with the requirements of said statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date. The Issuer covenants that it will treat as Yield Restricted any proceeds of the Bonds remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Bonds and Parity Bonds, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the bonds to be classified as arbitrage bonds under Section 148 of the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Bonds for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Bonds not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142 of the Internal Revenue Code of the United States, related statutes and regulations.

Section 21. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 22. <u>Qualified Tax-Exempt Obligations</u>. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to the Internal Revenue Code of the United States, the Issuer designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt government and Code Section 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 23. <u>Discharge and Satisfaction of Bonds</u>. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds and Parity Bonds, or any of them, in any one or more of the following ways:

(a) By paying the Bonds or Parity Bonds when the same shall become due and payable; and

(b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Bonds or Parity Bonds shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 24. <u>Resolution a Contract</u>. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Bonds and Parity Bonds, and after the issuance of any of the Bonds no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Bonds and Parity Bonds, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 25. <u>Amendment of Resolution Without Consent</u>. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Bonds, amend or supplement this Resolution for any one or more of the following purposes:

(a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Bonds or Parity Bonds; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Bonds or Parity Bonds;

(b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Bonds or Parity Bonds from being includable within the gross income of the holders thereof for federal income tax purposes;

(c) to grant to or confer upon the holders of the Bonds or Parity Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the bondholders;

(d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the

Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

(e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 26. <u>Amendment of Resolution Requiring Consent</u>. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Bonds and Parity Bonds at any time outstanding (not including in any case any Bonds which may then be held or owned by or for the account of the Issuer, but including such refunding bonds as may have been issued for the purpose of refunding any of such Bonds if such refunding bonds shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

(a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of principal of or interest on the Bonds or any of them or impose any conditions with respect to such payment;

(b) Materially affect the rights of the holders of less than all of the Bonds and Parity Bonds then outstanding; and

(c) Reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Bond as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Secretary.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the Secretary an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Bonds then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the governing body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Bonds and Parity Bonds.

Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the Secretary. The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Bonds held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Bonds described in such certificate.

Section 27. <u>Severability</u>. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 28. <u>Successor Clause</u>. The Issuer will maintain its corporate existence, and in the event of reorganization of any kind, the resolutions and the obligations of the Issuer are binding upon any successor or assigns.

Section 29. <u>Repeal of Conflicting Ordinances or Resolutions and Effective Date</u>. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

PASSED AND APPROVED this 8th day of June, 2015.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

CERTIFICATE

)) SS

STATE OF IOWA

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 _____, 2015.

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

01115170-1\18139-043

AHLERS & COONEY, P.C.

100 COURT AVENUE, SUITE 600 DES MOINES, IOWA 50309-2231 FAX: 515-243-2149 WWW.AHLERSLAW.COM

Elizabeth A. Grob BGrob@ahlerslaw.com Direct Dial: 515.246.0305

June 2, 2015

VIA E-MAIL

J.T. Anderson Linn-Mar Community School District 2999 North 10th Street Marion, Iowa 52302

> Re: Bond Counsel Engagement Agreement Proposed Issuance of \$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015 (the "Bonds")

Dear J.T.:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the Linn-Mar Community School District (the "Issuer") in connection with the issuance of the Bonds. The Bonds are being issued to renovate the existing high school building and construct an addition to it as well. The Bonds will be secured by the statewide School Infrastructure Sales, Services and Use Tax Revenues. We understand that you have engaged Piper Jaffray & Co., as Financial Advisor to assist you in this transaction. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein.

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.

June 2, 2015 Page 2

(5) File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The duties covered by a fee for Bonds issued under this engagement are limited to those expressly set forth above. Our fee for a Bond issue *does not* include the following services, or any other matter not required to render our Bond Opinion:

- (a) Assist in the preparation or review of the offering documents with respect to the Bonds, or perform an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) We have not been engaged as, and should not be viewed as, disclosure counsel.
- (c) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (d) Drafting state constitutional or legislative amendments.
- (e) Pursuing test cases or other litigation, such as contested validation proceedings.
- (f) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)-(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)-(k) below, are not included in this Agreement, nor will they be provided by us at any time.

(h) Acting as an underwriter, or otherwise marketing the Bonds.

- (i) Acting in a financial advisory role.
- (j) Preparing blue sky or investment surveys with respect to the Bonds.
- (k) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the completed Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Bond Fees:

The fee we charge for services rendered under this Agreement for the Bonds for which we give a Bond Opinion is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will not exceed \$15,000. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) material changes in the structure or schedule of the financing occur; or (c)

June 2, 2015 Page 4

unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above but we will do so in the event that circumstances require.

In addition to our Bond fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion). My current hourly rate is \$285. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$200, and work by legal assistants will be billed at \$100. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

Please carefully review the terms and conditions of this Agreement. If the above correctly reflects our mutual understanding, please so indicate by returning a copy of this letter signed and dated by

June 2, 2015 Page 5

the Board President and return to me an executed copy of this letter. Please also retain an original for your file.

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

AHLERS & COONEY, P.C.

Elizabeth A. Grob

EAG:nj Enclosures

Accepted and Approved this ______, 2015:

LINN-MAR COMMUNITY SCHOOL DISTRICT

Ву

President of the Board of Directors

01115220-1\18139-043

TAX EXEMPTION CERTIFICATE

of

LINN-MAR COMMUNITY SCHOOL DISTRICT, COUNTY OF LINN, STATE OF IOWA, ISSUER

\$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015

This instrument was prepared by:

Ahlers & Cooney, P.C. 100 Court Avenue, Suite 600 Des Moines, Iowa 50309 (515) 243-7611

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This Table of Contents is not a part of this Tax Exemption Certificate and is provided only for convenience of reference.

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EXHIBIT "A" PURCHASER'S CERTIFICATE

TAX EXEMPTION CERTIFICATE

LINN-MAR COMMUNITY SCHOOL DISTRICT, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on July 1, 2015, by the Linn-Mar Community School District, County of Linn, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015 (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

"Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.

"Bonds" means the \$10,000,000 aggregate principal amount of School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015, of the Issuer issued in registered form pursuant to the Resolution.

"Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

"Bond Fund" means the Sinking Fund described in the Resolution.

"Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.

"Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

"Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

"Certificate" means this Tax Exemption Certificate.

"Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

"Closing Date" means the date of Closing.

"Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

"Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

"Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

"Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

"Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

"Gross Proceeds" as defined in Regulation 1.148-l(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-l(c)) of the Bonds.

"Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

"Issue Price" as defined in Regulation 1.148-l(b), means the price paid by the Purchaser of the Bonds. The Issue Price is \$10,000,000.

"Issuer" means the Linn-Mar Community School District, a public school corporation, County of Linn, State of Iowa.

"Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.

"Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

"Proceeds" as defined in Regulation 1.148-l(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

"Project" means renovating, repairing, remodeling, furnishing, equipping and improving the existing high school building, and constructing, furnishing and equipping an addition to the existing high school building as more fully described in the Resolution.

"Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Bonds.

"Purchaser" means Branch Banking and Trust Company of Charlotte, North Carolina, constituting the initial purchaser of the Bonds from the Issuer.

"Rebate Amount" means the amount computed as described in this Certificate.

"Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

"Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

"Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

"Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

"Resolution" means the resolution of the Issuer adopted on June 8, 2015, authorizing the issuance of the Bonds.

"Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

"Sinking Fund" means the Bond Fund.

"SLGS" means demand deposit Treasury securities of the State and Local Government Series.

"Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

"Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

"Verification Certificate" means the certificate attached to this Certificate as Exhibit A, stating the Purchaser does not intend to reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchaser as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(1) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (\$10,000,000) and pre-issuance accrued interest received at Closing are expected to be deposited and expended as follows:

(a) \$-0- representing pre-issuance accrued interest will be deposited into the Bond Fund and will be used to pay a portion of the interest accruing on the Bonds on the first interest payment date; and

(b) \$55,500 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(c) \$9,944,500 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of renovating, repairing, remodeling, furnishing, equipping and improving the existing high school building, and constructing, furnishing and equipping an addition to the existing high school building.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) <u>Time Test.</u> Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) <u>Expenditure Test.</u> Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) <u>Due Diligence Test</u>. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations.

payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 2.6100 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception is as follows:

• School District Small Issuer Exception

The reasonably anticipated amount of tax exempt governmental obligations (other than private activity bonds) which will be issued by the Issuer during the calendar year will not exceed (i) fifteen million dollars (\$15,000,000) total and (ii) five million dollars (\$5,000,000) for purposes other than the construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount if the annual gross earnings on the Bond Fund for such Bond Year are less than \$100,000 or if average annual debt service will not exceed \$2,500,000. However, should annual gross earnings exceed \$100,000 or should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4)

certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(i) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(ii) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been at arm's length in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A)of section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the taxexempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

OUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

• 10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015, covered by this Certificate.

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

• None.

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code section 265(b)(3)(E) as follows:

• None.

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code section 265(b)(3)(C)(iii) as follows:

• None.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

Treasurer, Linn-Mar Community School District, State of Iowa

MAIA[®] Document A101[™] – 2007

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

AGREEMENT made as of the Eighteenth day of May in the year Two Thousand Fifteen (In words, indicate day, month and year.)

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

Linn Mar Community School District 2999 North 10th Street Marion, IA 52302 319 447-3001

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

LL Pelling Co. Inc. 1425 N. Penn Street North Liberty, IA 52317 319-626-4600

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

Linn Mar - Excelsior Marion, IA **Track Renovation**

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

Novak Design Group, PLC 3801 River Ridge Dr NE Cedar Rapids, IA 52402 319-393-9334

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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THE CONTRACT DOCUMENTS **ARTICLE 1**

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION **ARTICLE 3**

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

June 3, 2015

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than August 28, 2015 (86 Calendar) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init. 1

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Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Thirty Four Thousand Six Hundred Twenty Dollars (\$ 334,620), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate No. 1 - Soil Remediation of Existing Soils Beneath Track Surfacing.	\$ 28,612.00
Alternate No. 2 - Mats - Track Cross Over.	\$ 2,788.00

§ 4.3 Unit prices, if any:

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

Units and Limitations	Price Per Unit (\$0.00)
Per Cubic Yard	Add:
Per Cubic Yard	Subtract: \$13.40
	Per Cubic Yard

§ 4.4 Allowances included in the Contract Sum, if any: (Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

ARTICLE 5 PAYMENTS § 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty five (45) days after the Architect receives the Application for Payment.

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

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201[™]–2007, General Conditions of the Contract for Construction;
- Add that portion of the Contract Sum properly allocable to materials and equipment delivered and .2 suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment .4 as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the .1 full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- Add, if final completion of the Work is thereafter materially delayed through no fault of the .2 Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 FINAL PAYMENT

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

- the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007 [

[X] Litigation in a court of competent jurisdiction

Other (Specify) ſ 1

TERMINATION OR SUSPENSION ARTICLE 7

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

MISCELLANEOUS PROVISIONS ARTICLE 8

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

0 % Zero percent, per annum.

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

Rick Ironside 2999 North 10th Street Marion, IA 52302 319-447-3001

Init. 1

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

DeWayne Heintz 1425 West Penn Street North Liberty, IA 52317 319-626-4605

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

§ 8.6 Other provisions:

ENUMERATION OF CONTRACT DOCUMENTS ARTICLE 9

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 007313	Supplementary Conditions	April 23, 2015	1-5

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

DIVISION	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	
000101	PROJECT TITLE PAGE	1
000107	SEALS PAGE	1
001113	ADVERTISEMENT FOR BIDS	2
002113	INSTRUCTIONS TO BIDDERS	1
002213	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	3
002513	PREBID MEETINGS	2
002600	PROCUREMENT SUBSTITUTION PROCEDURES	2
003113	PRELIMINARY SCHEDULE	1
003132	GEOTECHNICAL DATA	1
003143	PERMIT APPLICATION	1
004113	BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)	3
004313	BID SECURITY FORMS	1
006000	FORMS	1
007313	SUPPLEMENTARY CONDITIONS	5

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SPECIFICATIONS GROUP

General Requirements Subgroup

DIVISION	01 - GENERAL REQUIREMENTS	
011000	SUMMARY	4
012200	UNIT PRICES	2
012300	ALTERNATES	2
012500	SUBSTITUTION PROCEDURES	3
012600	CONTRACT MODIFICATION PROCEDURES	2
012900	PAYMENT PROCEDURES	6
013100	PROJECT MANAGEMENT AND COORDINATION	8
013200	CONSTRUCTION PROGRESS DOCUMENTATION	6
013300	SUBMITTAL PROCEDURES	8
014000	QUALITY REQUIREMENTS	8
015000	TEMPORARY FACILITIES AND CONTROLS	2
015713	EROSION AND SEDIMENT CONTROL	
016000	PRODUCT REQUIREMENTS	4
017300	EXECUTION	8
017700	CLOSEOUT PROCEDURES	5
017839	PROJECT RECORD DOCUMENTS	4
	Facility Construction Subgroup	
	02 - EXISTING CONDITIONS	4
024119	SELECTIVE DEMOLITION	4

Site and Infrastructure Subgroup

DIVISION 3	1 - EARTHWORK	
311000	SITE CLEARING AND DEMOLITION	5
312000	EARTH MOVING	6
312200	SITE GRADING	7
DIVISION 3	2 - EXTERIOR IMPROVEMENTS	
321123	AGGREGATE BASE COURSES	9
321200	ATHLETIC TRACK - SYNTHETIC TRACK SURFACING - SPURTAN B - BASE BID	2
321216	ASPHALTIC CONCRETE PAVING - ATHLETIC TRACK- SUBSURFACE	3
329219	SEEDING	8

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
	Cover	April 23,2015
D100	Demolition Plan	May 8, 2015
A100	Site Plan	May 8, 2015

§ 9.1.6 The Addenda, if any:

Init.

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Number	Date	Pages
Addendum No. 1	May 10, 2015	1

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

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§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- AIA Document E201[™]-2007, Digital Data Protocol Exhibit, if completed by the parties, or the .1 following:
- .2 Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

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

OWNER (Signature)

Tim IsenbergBoard President (Printed name and title)

ut **CONTRACTOR** (Signature)

DeWayne HeintzProject Manager (Printed name and title)

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		* *

INDEX OF POLICIES

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SCHOOL-COMMUNITY RELATIONS

Policy Title

DISTRIBUTION OF MATERIALS C

Code <u>1001.4</u>

The Board recognizes that students, employees, parents or citizens may want to distribute hard copy or electronic materials within the school district that are non-curricular. Non-curricular materials to be distributed must be approved by the superintendent or designee and meet certain standards prior to their distribution including informational or promotional materials for the electronic 'backpack'.

It shall be the responsibility of the superintendent, in conjunction with the building principals, to develop administrative regulations regarding this policy.

 Adopted
 9/21/98
 Reviewed
 3/00; 11/10; 3/13
 Revised
 8/06; 10/08; 4/14; 6/22/15

 Related Policy: (Code Number)
 1001.4-R
 1001.4-R

 Legal Reference: (Code of Iowa)
 Iowa Code §§ 279.8; 280.22 (2013); US Const. amend. I;

 Hazelwood School District v. Kuhlmeier, 484 US 260 (1988);

 Bethel School District v. Fraser, 478 US 675 (1986); New

 Jersey v. Des Moines Ind. Comm. Sch. Dist., 393 US 503

 (1969); Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir.

 1987)



ADMINISTRATIVE REGULATIONS REGARDING COMMUNITY USE OF SCHOOL DISTRICT BUILDINGS AND SITES AND EQUIPMENT

Types of Activities Prohibited

- 1. District facilities shall not be used for the teaching or propagating of any theory or doctrine of a subversive nature which is intended to undermine or overthrow the constituted government of the United States.
- 2. Possible controversial issues that may cause disunity and disharmony among those supporting the general welfare shall be cause for refusing facility use.
- 3. On days when school is dismissed because of emergency conditions, and on non-school days with emergency conditions, no rentals or other facility use will take place.

Responsibilities of the Applicant

Upon approval of request, the applicant will be given a set of rules governing the use of facilities. Knowledge of and adherence to these rules is expected.

- 1. A Certificate of Insurance evidencing commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate must accompany the request.
- 2. The group's designated representative must remain on-site during the entire activity.
- 3. The facility must be used only for the purpose that it was originally intended as set forth on the Facilities Request Form.
- 4. Persons using the facilities must confine themselves to the room or areas assigned for their use and the applicant must provide supervision to prevent trespassing to portions of the facility not authorized for use.
- 5. The group representative is responsible for communicating to the group members and for ensuring that the group members understand and follow all guidelines.
- 6. Any personal injuries received by any group member while using district facilities must be reported by contacting the District's designee (on application form) within 24 hours. Custodians/other staff present should also be notified. If it is on a Saturday or Sunday and there is no answer at the number on the form, then the representative is to call first thing Monday morning.
- 7. Any damage or theft to the facilities or equipment must be reported following the same guidelines.
- 8. The group representative will make himself or herself known to the custodian/other staff person present.
- 9. The group representative is responsible for knowing fire and tornado procedures for directing the group in an event of an emergency. Guidelines are posted in every room.
- 10. The use of tobacco/nicotine, nicotine products, alcohol, controlled substances (including copy-cat drugs), profane language, and gambling in any form (except licensed bingo and raffles), and weapons within buildings is prohibited.

- 11. When classrooms or other instructional areas are used, the contents of desks, files, storage, and display areas are not to be disturbed.
- 12. Permission to use additional educational equipment must be approved through the Executive Director of Support Services office in conjunction with the Principal or the Manager of Nutrition Services, as appropriate.
- 13. The use of candles or other fire hazards is strictly prohibited. The use of decorations must be specified on the request.
- 14. All activities must be of such a nature as not to create a nuisance or disturb the peace of the general neighborhood.
- 15. Personnel costs, including, but not limited to, custodians, nutrition services workers, and technicians may be included when determining total facility cost.
- 16. Applicants may be required to employ sworn law enforcement personnel to assist with supervision.
- 17. The requested facility may not be used for private parties, social events, celebrations or similar private uses.

Priority Schedule

Use of school facilities for activities other than the regular academic or co-curricular programs of the Linn-Mar School District will receive priority scheduling as follows:

First: District/School related groups:

- PTO
- Booster Club
- Linn-Mar Foundation
- District sponsored functions involving parents/adults
- District approved fund raising

Second: Organizations sponsoring youth groups of only Linn-Mar Students, for example:

- AAU Leagues
- City recreational programs
- YMCA leagues
- Church Recreational Groups

Third: Adult Education programs sponsored by tax supported education organizations:

- GWAEA, other public school districts
- Kirkwood Continuing Education Program
- University/College classes
- Other non-profit recreational programs and leagues

All requests for facilities not covered by this policy will need the approval of the Board of Directors.



SCHEDULE OF BUILDING RENTAL FEES

<u>Facility</u>	Minimum <u>Charge</u> (first 2 hours)	Each Additional Hour
High School:		
Gym (Main)	\$300.00	\$150.00
Gym (Auxiliary)	80.00	40.00
Cafeteria (Commons)	50.00	25.00
ICN Room	25.00	12.50
Auditorium (Stage & Seating)	300.00	150.00
Lighting*		30.00 per hr
Spot Lights*		30.00 per hr
Sound System*		30.00 per hr
Rigging Set-Up*		30.00 per hr
Piano (non-grand)*		20.00 per hr
Orchestra Shell*		40.00 set up
Chairs, Stands, Risers*		30.00 set up
Little Theatre (Stage & Seating)	100.00	50.00
Lighting*		25.00
Sound System*		25.00
Classrooms	25.00	10.00
Wrestling Room	30.00	15.00
Parking Lots**	50.00/per lot	25.00/per lot
Middle School:		
Gym (Main)	150.00	75.00
Gym (Auxiliary)	75.00 <u>Excelsior</u>	35.00 Excelsior
<u>Gym (Auxiliary)</u>	150.00 Oak Ridge	75.00 Oak Ridge
Commons	60.00	30.00
Classrooms	25.00	12.50
Parking Lots**	50.00/per lot	20.00/per lot
Elementary Schools:		
Gym	75.00	35.00
Classrooms	25.00	12.50
Multipurpose Rooms	40.00	20.00
Parking Lots**	30.00/per lot	15.00/per lot
Tennis Courts:	20.00 <u>25.00</u>	<u>15.00</u>

*All technical areas will require our trained staff to be present. **Parking Lot fees charged when not combined with any other fees.

Other Fees That May Apply

- When custodial services are required, a fee of \$30 per hour will be charged.
- When a building custodian is on duty, a flat fee of \$20.00 may be charged for a custodial fee.
- A Nutrition Services employee is required to be on duty whenever kitchen facilities are used. The fee for this employee is \$30 per hour.
- Use of the Auditorium or Little Theater may require a fee of \$30 per hour for the services of a District technician.
- When necessary, additional fees may include such things as cleaning fees, failure to cancel charges, and replacement or repair fees for damage or theft.
- The users shall be required to remove, or reimburse the District for the removal of any materials, equipment, furnishings or rubbish left after the use of facilities.



SCHEDULE OF STADIUM RENTAL FEES

Rental Fees:

Charges begin with the time designated for the opening of the stadium and shall terminate with the closing of the stadium and with the Stadium Facilitator's Administrator's sign-off on the condition of the stadium.

Fee includes:	Minimum Charge (first 2	Each Additional Hour
	hours)	
Field Turf only-practice	\$300.00	\$150.00
Field Turf only- game	\$400.00	\$250.00
Track only	\$300.00	\$150.00
Field Turf & Track	\$400.00	\$250.00
Press box	\$30.00 per hr	\$30.00 per hr
Sound System	\$30.00 per hr	\$30.00 per hr
Scoreboard	\$30.00 per hr	\$30.00 per hr
Lights	\$30.00 per hr	\$30.00 per hr
Custodian	\$30.00 per hr x # of custodians	\$30.00 per hr x # of custodians
Parking Lots **	\$50.00	\$25.00
Linn-Mar Supervisor	\$50	\$50

** Parking lot fees charged when not combined with any other fees.

Additional Fees for Specific Events:

- District hires any press box or building supervisors and charges to renter as a separate fee.
- Maintenance provided by District with additional cost to renter.

What is Required by Contract:

- One "Trained" crowd manager per every 250 people in attendance. "Trained" refers to individuals who are knowledgeable and have access to all emergency routes, exits, and shelters within the stadium grounds.
- One "Gate" manager for each gated entrance/exit used for an event.

Concessions/Sales of Merchandise:

The Linn-Mar Booster Club reserves the right of all concessions sold at the stadium. Any sales of merchandise must have approval of the superintendent or designee.

The District retains the right to terminate any activity at any time if there are violations of Board of Education policies and administrative rules, or federal, state or municipal laws, or if the activity is deemed to be hazardous to people, buildings, or equipment.

The Linn-Mar Stadium will be closed from November 1 – March 1. Sunday requests will be limited. Holiday weekends will not be available for Stadium use.

The District currently allows only six events to be scheduled in the Stadium per year. These are events or groups that are outside the regular school events. Notification of these events needs to be requested six months in advance.

Adopted	4/21/14	Reviewed	Revised	6/22/15
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LINN-MAR Community School District Rick Iron	High School Stadium Use Application n-Mar Support Services Office 2999 North 10 th Street Marion, Iowa 52302 Office: (319) 447-3145 Fax: (319) 377-9252 nside – rironside@linnmar.k12.ia.us a Moe – tmoe@linnmar.k12.ia.us
Attn: Rick Ironside, Executive Direct Tonya Moe, Linn-Mar Stadium	
Date of Application:	
Name and Address of Organization:	
Profit Mot-For-Profit	t Non-Profit - Beneficiary of Event Proceeds (check one)
Address of Organization:	(Address) (City/State/Zip)
Phone Number:	
Name of the group/team interested in	using the stadium facility:
Name of the Supervisor, Coach, Direc	ctor (person responsible for supervision):
Supervisor Phone Number: Home:	Cell:
Date(s) requested for stadium use:	
Requested hours of use: from:	a.m./p.m. to:a.m./p.m.
What sections of the stadium are you	interested in using? (Circle one) Field Turf Track Both
Type of activity at the stadium: (Foot	ball/Soccer/Track Event/Band Event/Other) Please list below.
For what purpose will you be using th (game/practice/tournament/combination	

Linn-Mar High School Stadium Use Application

Estimated Attendance:			
Are you charging admission?	Y N		
Amount charged for admission	on \$	Entry Fee for Participan	ts \$
Please check the following ite	ems that you would li	ke access to during your ev	ent:
Scoreboard	Locker Rooms	Track Equipmer	nt (hurdles, long jump pits, etc.)
Sound System	Press Box	Lights	Concessions **
**The Linn-Mar Booster Club	reserves all concessio	n rights and privileges.	

Please list any other special needs for your event(s) (benches, cones, etc.) that you will be providing which must be approved.

In the event of severe or inclement weather, the Linn-Mar High School Stadium is not responsible to put stadium user groups inside the high school unless indoor gym space or locker facilities are part of the signed agreement to use the stadium. There are buildings on the stadium grounds but are used for storage and concession purposes only.

It is the responsibility of the person in charge of renting out the stadium for their group to inform the Stadium Facilitator of the magnitude of their event. The Stadium Facilitator Administrator and the Executive Director of Support Services must have knowledge of this in advance and will hire police, site supervision, and trainers accordingly. All of this will be included in the pricing of the stadium rental.

All information will be processed by the Stadium Facilitator Administrator and the Executive Director of Support Services. If approved, you will receive a Usage Agreement, Cost Agreement, and a Stadium Protocol sheet. These forms must be reviewed, signed, and sent back to the Executive Director of Support Services along with a check for the amount stated in the cost agreement, and a copy of insurance naming the Linn-Mar Board of Education as secondary insured.

The above provided information is accurate and the person signing this application agrees to follow the guidelines stated in the stadium agreements and stadium protocol forms. If any of the information changes before use of the stadium, the individual signing the form must contact the Stadium Facilitator to discuss whether these changes can be implemented. The individual signing the agreement assumes full responsibility for fees incurred or damages sustained.

The undersigned individual or organization, by its authorized representative, agrees that all rules and regulations of the Linn-Mar Community School District will be strictly adhered to by all persons attending the meeting or event as set forth above. In addition, the facility is to be left as it was found and the lights turned off. The undersigned will be responsible for insuring that those persons attending the event will utilize only the room(s) as indicated above and the halls and entrances thereto. The undersigned individual or organization shall be responsible for payment for any damage done to the building, the room or any of its contents, by any person attending the event which it is the sponsor.

The undersigned individual or organization hereby releases Linn-Mar Community School District, its agents and employees, and agrees to indemnify Linn-Mar Community School District and hold Linn-Mar Community School District harmless from any and all property damage and bodily injury claims arising out of or resulting from his/her/its negligence during the use of the room as indicated above, including any expenses and attorney fees which Linn-Mar Community School District may incur in defending any such claim. Each individual or organization is required to furnish a certificate of insurance evidencing commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

Applicant/Supervisor Signature (adult over 21)

Stadium Facilitator's Administrator's Signature

Executive Director of Support Services Signature

(initials)

_ processed by Sarah Offerman

(Date)

Date Signed

Date Approved

Date Approved

Page 3 of 3

Adopted 4/21/14 Reviewed

Revised 6/22/15 From the Office of Human Resources – Karla Christian, Executive Director June 8, 2015 – Walk-in Exhibit 1101.1

1101 PERSONNEL

<u>Certified Staff</u> <u>Assignment – Reassignment – Transfer</u>

Name	Assignment	Dept. Action	Salary Placement
Schulz, Pamela	From EX Associate Principal to WE Building Principal	July 1, 2015	TBD



Strategic Goal 1	Strategic Goal 2	Strategic Goal 3	Strategic Goal 4	Strategic Goal 5
Student Achievement: All action on teaching and learning will focus on empowering achievement at the highest level for each student.	Learning Environments: All buildings and facilities will support the learning and teaching needed to unlock the potential in each student.	Staff Development: All staff will learn, perform and lead in such a manner as to inspire learning for students.	Community Engagement: The entire school community will engage the families, residents and stakeholders for the purpose of	Resources: All resources, real and potential, will be planned, and allocated in the spirit of providing an exciting and secure future
· · · · · · · · · · · · · · · · · · ·			increasing opportunities for students.	for the students and District.

LINN-MAR COMMUNITY SCHOOL DISTRICT BOARD WORK SESSION MINUTES MAY 18, 2015

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 Board Room of the Learning Resource Center by President Tim Isenberg. Roll was taken and it was determined a quorum was present. Board members present: Isenberg, Buchholz, Crawford, Hutcheson, Patterson, and Wilson. Gadelha arrived at 5:19 PM. Administration present: Mulholland, Halupnik, Jensen, Anderson, K. Christian, Ramos, Ironside, and Morrison.

200: REVISION AND/OR ADOPTION OF THE AGENDA Motion 277-05-18

Motion by Buchholz for the Board to adopt the agenda as presented. Second by Patterson. Voice vote. Motion unanimously approved.

300: WORK SESSION/DISCUSSION INFORMATION

301: The Future Video Presentation

As part of a speech class communication project, Linn-Mar High School Teacher Ann Fry partnered with Dana Lampe, Technology Integration Coach (TIC), to have students create a video based on a message they wanted to share with an audience. Gabby Meis, Jenny Ha, and Kiersten Steinke presented their video with their message, *The Future*.

302: SODA Mock Accident Video Presentation

Several members of the SODA Committee who developed, filmed, and produced the safety video viewed by Linn-Mar students prior to prom on Saturday night, May 16th, presented the video to the Board. The SODA Committee members involved were: Tim Paulson, Phil Adams, Rylie Frese, Trevor Noble, Ryan Schmidt, Brooklynn Ophoff, Lotukalafi Ahomana, Lane Halupnik, and Emma Miller. Police Officer Tom Daubs played a large part in helping the students put the video together by organizing all of the community agencies that were involved. Officer Daubs shared his thanks to the students for asking him to be a part of such a great project. The students were presented with a certificate of recognition by Superintendent Mulholland, Officer Tom Daubs, and Executive Director of Student Services Julie Jensen. The SODA Mock Accident video can be viewed on YouTube by visiting the following link: <u>https://www.youtube.com/watch?v=pLm764zJ2YA</u>.

303: Review of LMEA 2-Year Contract

Exhibit 303.1

Exhibit 1102.1

Karla Christian, Executive Director of Human Resources, and JT Anderson, Chief Financial Officer, reviewed the Linn-Mar Education Association (LMEA) two-year contract. The estimated salary increase, until Legislature has determined the State Supplemental Aid (SSA) rate, will be 1.25%; which results in a total package increase of 4.2%. Total package includes

salary, insurance, IPERS, etc. There are currently 72.6% certified employees enrolled in the district-offered insurance.

304: Discussion on IASB Standards of Effective School Boards (Part 3)

Superintendent Mulholland facilitated part three of the Board discussion on the Iowa Association of School Boards (IASB) *Standards of Effective School Boards*.

As a result of the discussion, the Board members identified two additional topics for consideration as standards for effective school boards:

- 1) Continuous development of the Board's knowledge capacity in best practices for board governance, code requirements and legal matters, and participation in internal and external training opportunities.
- 2) Fostering a culture of knowing the District through continuous learning practices of board meeting preparation and consistent participation in school events.

400: ADJOURNMENT Motion 278-05-18

Motion by Patterson to adjourn the work session at 6:32 PM. Second by Buchholz. Voice vote. Motion unanimously approved.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

Minutes respectfully submitted by: Gayla Burgess, Admin Asst to the Superintendent May 18, 2015



Inspire Learning. Unlock Potential. Empower Achievement.

Strategic Goal 1	Strategic Goal 2	Strategic Goal 3	Strategic Goal 4	Strategic Goal 5
Student Achievement: All action on teaching and learning will focus on empowering achievement at the highest level for each student.	Learning Environments: All buildings and facilities will support the learning and teaching needed to unlock the potential in each student.	Staff Development: All staff will learn, perform and lead in such a manner as to inspire learning for students.	Community Engagement: The entire school community will engage the families, residents and stakeholders for the purpose of increasing opportunities for students.	Resources: All resources, real and potential, will be planned, and allocated in the spirit of providing an exciting and secure future for the students and District.

LINN-MAR COMMUNITY SCHOOL DISTRICT BOARD REGULAR SESSION MINUTES MAY 18, 2015

100: CALL TO ORDER AND DETERMINATION OF A QUORUM

The Linn-Mar Community School District Board of Education regular session was called to order at 7:00 PM in the Board Room of the Learning Resource Center by President Tim Isenberg. Roll was taken and it was determined a quorum was present. Board members present: Buchholz, Crawford, Gadelha, Hutcheson, Patterson, Wilson, and Isenberg. Administration present: Mulholland, Halupnik, Jensen, Anderson, K. Christian, Ramos, Ironside, and Morrison.

200: REVISION AND/OR ADOPTION OF THE AGENDA Motion 279-05-18

Motion by Patterson for the Board to approve the agenda as presented. Second by Hutcheson. Voice vote. Motion unanimously approved.

300: AUDIENCE COMMUNICATIONS

400: RESOLUTIONS, OPENING OF BIDS, AND PUBLIC HEARINGS

500: RECOGNITIONS/PROCLAMATIONS

600: BOARD ANNOUNCEMENTS AND REPORTS

601: Marion City Council

Patterson reported on the May 7th meeting of the Marion City Council. Item of interest to District was the discussion on the proposed housing development near the corner of Echo Hill Road and Alburnett Road.

602: Finance/Audit Committee

Hutcheson reported on the May 12th meeting of the Finance/Audit Committee. The discussion focused on the FY2016 budget update, planning for capital projects, and the new TimeClock Plus system that will go live for employees on June 1st. Hutcheson also shared that the District was awarded, for the 11th consecutive year, the Association of School Business Officials International Certificate of Excellence in Financial Reporting for the fiscal year ending June 30, 2014.

603: Career & Technical Education Committee

Wilson reported on the May 13th meeting of the Career & Technical Education Committee. Discussion focused on the benefits and cost of being members of the Perkins Consortium.

604: Coffee Conversation

Wilson and Patterson reported on the May 16th Coffee Conversation held at Novak Elementary. There were 10 attendees comprised of teachers, PTO members, and parents. The discussion focused on several topics including the budget, PTOs, the pending legislation on SSAs, daycare issues, and the High School renovations. The attendees also received a tour of Novak.

700: INFORMATIONAL REPORTS

701: Safety Program Update

Karla Christian, Executive Director of Human Resources, and Phil Miller, Human Resources Generalist, updated the Board on the District's safety program. Miller shared that this year's focus was on "mind on the task; eyes on the task" and being aware of your surroundings to reduce on-job injuries. Christian shared that the Safety Committee worked with the athletic coaches on SPORT (Stretch, Predict, Oversee, Restraint, and Trust) to cut down on student athlete injury claims. The student athlete injury claims dropped from \$95,193 in 2013-14 to \$5,378 in 2014-15. It was also shared that safety trainings and incentives are shared with staff which consist of items such as: Safety Shout Outs/pins, Linn-Mar Bucks, eyeball erasers, and the popular penguin signs. The District received a \$100,000 check for the decrease in worker's compensation claims due to the *Walk Like a Penguin* safety initiative.

702: Summer Programming Update

Julie Jensen, Executive Director of Student Support Services, updated the Board on the District's summer learning programs. Reading programs will be offered at all seven elementary buildings. There will also be a Student Support Services program for IEP students offered over the summer. Jensen also shared information on the Marion Methodist Church's Feeding Lunches to Youth program and the 2-1-1 Summer Meals for Kids program.

800: SUPERINTENDENT'S REPORT

801: Superintendent's Update

Superintendent Katie Mulholland updated the Board on the following items:

- 1) Coffee Conversations: The Board hosted a total of seven Coffee Conversations during the 2014-15 school year. Attendance varied from 2 to 19 attendees. A list of attendees was presented as part of Exhibit 801.1.
- 2) Tower Terrace Agreement: Administration is in the final stages of coming to an agreement with the City of Marion officials over the deeding of the land to the City for the construction of Tower Terrace Road through the main campus between the Stadium and the Excelsior Middle School tennis courts. The total amount of land is 4.36 acres for the road, initially constructed as two lane with a wide median for future expansion to four lanes. Further consideration on the wording is needed. Several Board members expressed their concerns about constructing the Tower Terrace extension without an overpass and their fears of injuries to students due to the crossing being unsafe without an overpass/underpass.
- Legislative Update: The Legislature still has not made a decision about State Supplemental Aid (SSA) and the Legislature is off for the current week and will not reconvene until after the Memorial Day holiday.

Walk-In Exhibit 702.1

Exhibit 701.1 Resources

Walk-In Exhibit 801.1

900: UNFINISHED BUSINESS

<u>901: Second Reading of Policy on Affordable Care Act</u> <u>Motion 280-05-18</u> *Exhibit 901.1* Motion by Patterson for the Board to approve the second reading of new policy pertaining to the Federal Patient Protection and Affordable Care Act as presented in Exhibit 901.1. Second by Crawford. Voice vote. Motion unanimously approved.

<u>902: Second Reading of 900 Policy Series: Building and Sites</u> <u>Motion 281-05-18</u> *Exhibit 902.1* Motion by Patterson for the Board to approve the second reading of the 900 Policy Series: Building and Sites. Second by Gadelha. Voice vote. Motion unanimously approved.

	LACQUI	SITION AND P	ACILITIES CONSTRUCTION
Reviewed	5/15	901.2	Site Specifications
Reviewed	5/15	901.3	Facilities & Sites Long-Range Planning
Reviewed	5/15	901.4	Facilities Planning Advisors
Reviewed	5/15	901.5	Educational Specifications for Facilities
Reviewed	5/15	901.6	Facilities Specifications
Reviewed	5/15	901.7	Facilities Funding
Revised	5/15	901.8	Structures
Adopted	5/15	901.8-R	Administrative Regulations Regarding Structures and Site Modifications
Adopted	5/15	901.8-E	Structure and Site Modification: Facility or Grounds Project Application
902 MA	INTENA	NCE AND OPE	RATION
Revised	5/15	902.1	Maintenance, Operation and Management
Reviewed	5/15	902.3	Energy Conservation
Revised	5/15	902.4	Use of Contracted Services
Reviewed	5/15	902.6	Disposition of Obsolete Equipment
Revised	5/15	902.7	Emergency Repairs
Reviewed	5/15	902.8	Facilities & Sites Adaptation for Persons with Disabilities
Reviewed	5/15	902.9	Lease, Sale or Disposal of School District Facilities & Sites
Revised	5/15	902.10	Facilities Inspections
Reviewed	5/15	902.11	Asbestos Containing Material

901 SITE ACQUISITION AND FACILITIES CONSTRUCTION

1000: NEW BUSINESS

<u>1001:</u> Approval of Bid for Excelsior Track Resurfacing <u>Motion 282-05-18</u> Exhibit 1001.1 Motion by Buchholz for the Board to approve the bid from Pelling Asphalt for the resurfacing of the Excelsior Middle School track in the amount of \$334,620. Second by Patterson. Ironside shared that only one bid was received, that the surface would be asphalt with an 8" spike depth, and that the track would be painted with six lanes. Voice vote. Motion unanimously approved.

1002: Approval of Open Enrollment Requests Motion 283-05-18

Motion by Wilson for the Board to approve the open enrollment requests as presented. Second by Patterson. Voice vote. Motion unanimously approved.

Open Enroll <u>*IN*</u>

Name	Grade	Resident District	Reason
Faust, Lauren	K	Cedar Rapids	On Time

1100: CONSENT AGENDA

1101: Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept. Action	Salary Placement
Buchholz, Chad	From EX Assoc Principal to LG Principal	July 1, 2015	TBD
Kindl, Kelly	HS: Social Studies Teacher	August 14, 2015	MA Step 3
Parsley, Sherry	OR: Student Support Services Teacher	August 14, 2015	BA +24 Step 9
Pomeroy, Elisabeth	HS: .5 Math Teacher	August 14, 2015	MA Step 7
Spratt, Tasha	HS: .5 English Teacher	August 14, 2015	BA +12 Step 1
Sullivan, David	HS: Science Teacher	August 14, 2015	MA Step 17

Certified Staff: Resignation

Name	Assignment	Dept. Action	Reason
Johnson, Teresa	LRC: Home School Teacher	June 2, 2015	Personal
Semler, Lori	HS: Student Support Services Teacher	June 2, 2015	Retirement
Zimmerman, John	WE: Principal	June 30, 2015	Other Employment

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept. Action	Salary Placement
Craw, Parker	AC: Assistant Manager / Youth Swim	May 15, 2015	\$37,000/year
	Teach Coordinator		
Ebeling, Mike	O&M: Summer Help	May 18, 2015	\$9.75/hour
Kluesner, Kristina	NE: Student Support Associate	June 3, 2015	Relocation
Lawrence, Zach	O&M: Summer Help	May 11, 2015	\$9.75/hour
Stancel, Gitana	NS-OR: General Help	May 5, 2015	PTNS; Step 1

Classified Staff: Resignation

Name	Assignment	Dept. Action	Reason
Anderson, Sam	NE: School Administrative Manager	June 30, 2015	Other Employment
Brandel, Heather	LG: Guidance Secretary	May 15, 2015	Other Employment
Cole, Terri	O&M: Secretary	June 12, 2015	Retirement
Hodge, Karen	HS: Student Support Associate	June 2, 2015	Retirement
McCleary, Marland	TR: Bus Driver	May 8, 2015	Retirement

1102: Approval of Minutes from May 4th and May 11th, 2015

1103: Approval of Bills

1104: Approval of Overnight Fieldtrip Requests

1) FBLA to State Officer Training in Altoona, IA on June 10-12, 2015.

2) FBLA to National Leadership Conference in Chicago, IL on June 29-July 3, 2015.

1105: Approval of Contracts

- 1) Interagency contract for Special Education Instruction Services with Waverly-Shell Rock Community School District.
- 2) Interagency contract for Special Education Instruction Services with Sioux City Community Schools.
- 3) 28E Memorandum of Agreement for the Compass Alternative Program between Linn-Mar Community School District and Marion Independent School District wherein Linn-Mar Community School District will provide Marion Independent School District twenty (20) full-time student slots within the Compass program from August 1, 2015 to July 30, 2016.

Exhibits 1102.1-2

Exhibit 1103.1

Exhibits 1104.1-2

Exhibits 1105.1-3

1106: Board Information

<u>1107: Items Removed from the Consent Agenda for Separate Action</u> <u>Motion 284-05-18</u> Motion by Buchholz to remove items 1101 Personnel and 1102 Approval of Minutes from the consent agenda for separate action. Second by Patterson. Voice vote. Motion unanimously approved.

1108: Approval of the Consent Agenda

Motion by Wilson for the Board to approved items 1103 thru 1108 of the Consent Agenda as presented. Second by Gadelha. Voice vote. Motion unanimously approved. <u>Motion 285-05-18</u>

Motion by Patterson for the Board to approve item 1101: Personnel as presented. Second by Gadelha. Voice vote. Buchholz abstained. Crawford excused himself for a phone call. Motion approved. <u>Motion 286-05-18</u>

Motion by Patterson for the Board to approve item 1102: Approval of Minutes as presented. Second by Buchholz. Voice vote. Gadelha abstained. Crawford absent from vote. Motion approved. <u>Motion 287-05-18</u>

1200: COMMUNICATIONS, ANNOUNCEMENTS, AND TRANSMITTALS

1201: Communications

- State Track event is this weekend: May 22nd-23rd
- State Qualifying for Tennis on Saturday, May 30th
- District Retiree Reception will be held in the LRC gymnasium on Wednesday, May 20th from 4:00-6:00 PM. The District has 27 retirees this year.
- 100 Volunteer Recognition is at Lowe Park on Thursday, May 21st at noon
- SUCCESS Graduation was a great event.
- The SODA students will impact the lives of so many other students because of their excellent work and devotion to the Mock Accident video.

1202:	Calendar

Date	Time	Event	Location
May 20 th	4:00 PM	District Retiree Reception	LRC Gymnasium
May 21st	12:00 PM	100 Hour Volunteer Reception	Lowe Park
May 21st	5:30 PM	Marion City Council	Marion City Hall
May 24 th	1:00 PM	Graduation	US Cellular Center
Date	Time	Event	Location
June 1 st	5:30 PM	Construction Advisory Council	LRC Board Room
June 2 nd		Last Day of School	
June 2 nd	7:30 AM	Finance/Audit Committee	LRC Office Conf Room
June 3 rd	4:00 PM	School Improvement Advisory Council	LRC Board Room
June 4 th	5:30 PM	Marion City Council	Marion City Hall
June 8 th	5:00 PM	Board Work Session	LRC Board Room
	7:00 PM	Board Regular Session	
June 15 th	5:00 PM	Policy Committee	LRC Office Conf Room
June 18 th	5:30 PM	Marion City Council	Marion City Hall
June 22 nd	5:00 PM	Board Work Session	LRC Board Room
	7:00 PM	Board Regular Session	
Date	Time	Event	Location
July 7 th	7:30 AM	Finance/Audit Committee	LRC Office Conf Room
July 13 th	5:00 PM	Board Work Session	LRC Board Room
	7:00 PM	Board Regular Session	

1203 Committees

Committee	Participants
Executive Committee	Tim Isenberg, Barry Buchholz, Katie Mulholland
Finance/Audit Committee	Barry Buchholz, Todd Hutcheson, Elizabeth Wilson, Angie
	Morrison, JT Anderson, Katie Mulholland
Policy Committee	Rene Gadelha, Tina Patterson, Katie Mulholland
Career & Technical Education	Elizabeth Wilson, Dirk Halupnik
Construction Advisory Council	Barry Buchholz, Rick Ironside, Katie Mulholland
Ed Leader 21	Gadelha, Wilson, Jensen, Halupnik
ERMA (Energy Efficiency)	Todd Hutcheson, Rick Ironside
Equity Advisory	Tina Patterson, Dirk Halupnik, Jeri Ramos
Health & Human Development	Barry Buchholz, Julie Jensen
Legislative	Tina Patterson, Katie Mulholland
Linn-Mar Foundation	Katie Mulholland
School Improvement Advisory	Rene Gadelha, Dirk Halupnik
Special Education Advisory	Tina Patterson, Elizabeth Wilson, Julie Jensen
Technology Advisory	Tim Isenberg, Jeri Ramos

1300: ADJOURNMENT Motion 288-05-18

Motion by Wilson to adjourn the regular session at 8:09 PM. Second by Gadelha. Voice vote. Motion unanimously approved.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

Minutes respectfully submitted by: Gayla Burgess, Admin Asst to the Superintendent May 18, 2015

A - Warrants Paid Listing			<u>iteria</u>
Fiscal Year: 2014-2015	Dat	te Range: 05	/15/2015 - 06/04/201
Vendor Name	Description		Check Total
und: Aquatic Center			
BLACK HAWK SWIMMING ASSOCIATIO	N GENERAL SUPPLIES		\$729.00
BMO MASTERCARD	GENERAL SUPPLIES		\$271.20
CENTRAL IOWA AQUATICS	GENERAL SUPPLIES		\$942.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY		\$3,126.18
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE		\$55.83
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC		\$238.80
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE		\$55.83
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC		\$238.80
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX		\$158.11
IOWA CITY EELS SWIM CLUB, INC	GENERAL SUPPLIES		\$732.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS		\$182.59
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS		\$274.05
MADISON NATIONAL LIFE INS. CO., IN	C DISTRICT LIFE INSURANCE		\$0.59
MADISON NATIONAL LIFE INS. CO., IN			\$0.51
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE		\$46.39
SPLASH MULTISPORT	GENERAL SUPPLIES		\$35.94
TREASURER ST OF IA	STATE INCOME TAX		\$41.48
		Fund Total:	\$7,129.30
Fund: DEBT SERVICE			\$400 700 7 5
BANKERS TRUST COMPANY	INTEREST		\$133,798.75
BANKERS TRUST COMPANY	OTHER PROFESSIONAL		\$500.00
BANKERS TRUST COMPANY	PRINCIPAL REDEMPTION	<u> </u>	\$3,110,000.00
		Fund Total:	\$3,244,298.75
Fund: GENERAL	GENERAL SUPPLIES		\$158.48
ADVANTAGE	INSTRUCTIONAL SUPPLIES		\$1,300.00
			\$626.00
AHLERS AND COONEY, P.C.	INSTRUCTIONAL SUPPLIES		\$1,091.25
	TUITION OPEN ENROLL		\$58,149.50
ALBURNETT COMMUNITY SCHOOLS			\$56,780.11
	ELECTRICITY VEHICLE REPAIR		\$545.00
AMERICAN RADIATOR	•		\$1,713.49
AMERICAN SPECIALTIES	GENERAL SUPPLIES INSTRUCTIONAL SUPPLIES		\$1,083.50
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES		\$54,974.00
AP EXAMS			\$892.62
ARNOLD MOTOR SUPPLY	TRANSP. PARTS		\$73.94
ART CRAFT STUDIO			\$307.92
BARK'S PIZZA INC	INSTRUCTIONAL SUPPLIES		\$100.00
BEACH, DIANE			\$70.98
BMO MASTERCARD			(\$322.43)
BMO MASTERCARD			(\$ 322.43) \$420.00
BMO MASTERCARD			\$2,698.55
BMO MASTERCARD	GENERAL SUPPLIES		\$2,698.55 \$17,840.14
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES		\$596.62
BMO MASTERCARD			
Printed: 06/04/2015 2:23:56 PM Re	port: rptIAChecksPaidListing	2015.1.10	Page:

Exhibit 1103.1

IA - Warrants Paid Listing

- Warrants Paid Listing	P-4-	<u>Criteria</u> e Range: 05/15/2015 - 06/04/201
cal Year: 2014-2015	Date	e Range: 05/15/2015 - 06/04/201
Vendor Name	Description	Check Total
BMO MASTERCARD	MAINTENANCE SUPPLIES	\$1,223.06
BMO MASTERCARD	OTHER PROFESSIONAL	\$35.00
BMO MASTERCARD	PROF SERV: EDUCATION	\$2,625.00
BMO MASTERCARD	REPAIR PARTS	\$515.18
BMO MASTERCARD	STAFF WORKSHP/CONF	\$9,653.79
BMO MASTERCARD	TRANSP. PARTS	\$35.74
BMO MASTERCARD	TRAVEL	\$1,229.33
BOEHM ROMAN	OFFICIAL/JUDGE	\$65.00
BOOKHOUSE	LIBRARY BOOKS	\$1,502.18
BOSTIAN CAREY	OTHER PROFESSIONAL	\$350.00
BP	GASOLINE	\$145.01
BRIGHTLINES PAPER	INSTRUCTIONAL SUPPLIES	\$34.75
BROWN & SAENGER	INSTRUCTIONAL SUPPLIES	\$316.80
BUONADONNA MARGARET	TRAVEL	\$99.84
C.J. COOPER & ASSOCIATES	PHYSICALS	\$875.50
C.R. GLASS CO	REPAIR PARTS	\$252.00
CALCARA MARILYN	TRAVEL	\$25.47
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$11,832.78
CDW - GOVERNMENT	INSTRUCTIONAL SUPPLIES	\$1,740.00
CEDAR RAPIDS BOWLING CENTER	INSTRUCTIONAL SUPPLIES	\$630.00
CEDAR RAPIDS COMM SCH DIST	PROF SERV: EDUCATION	\$646.19
CENTER POINT-URBANA HIGH SCHOOL	TUITION OPEN ENROLL	\$16,832.75
CENTRAL CITY COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$1,530.25
CENTRAL PROGRAMS, INC	LIBRARY BOOKS	\$885.53
CENTURYLINK	TELEPHONE	\$2,746.45
CERWICK BRENDA	TRAVEL	\$52.53
	INSTRUCTIONAL SUPPLIES	\$150.00
CITY OF ROBINS	WATER/SEWER	\$713.00
CITY TREASURER'S OFFICE	INSTRUCTIONAL SUPPLIES	\$75.00
COE COLLEGE	TUITION COLLEGE/UNIV	\$250.00
COLLECTION	EE LIAB-GARNISHMENTS	\$1,164.79
COLTON KRISTI	TRAVEL	\$17.43
		\$97.00
COMMUNITY HEALTH CHARITIES	EE LIAB-CHARITY	\$25.00
CONNERLY DEBRA	TRAVEL	\$14.82
COOKSLEY DAWN	TRAVEL	\$32.37
CRANDALL SHERI	TRAVEL	\$42.43
	MAINTENANCE SUPPLIES	\$454.33
CRUISE BRIAN	TRAVEL	\$35.10
CULLIGAN	INSTRUCTIONAL SUPPLIES	\$33.10
CULLIGAN	MAINTENANCE SUPPLIES	\$14.00 \$710.40
CUMMINS CENTRAL POWER LLC	VEHICLE REPAIR	
DAN MALLOY, JR		\$752.06
DAN MALLOY, JR DAUTREMONT STACIA	PROF SERV: EDUCATION	\$95.00
	TRAVEL	\$361.96

IA - Warrants Paid Listing

Date Range:

<u>Criteria</u> 05/15/2015 - 06/04/2015

Year: 2014-2015	Date	Range: 05/15/2015 - 06/04
Vendor Name	Description	Check Total
DENNIS COMPANY	REPAIR PARTS	\$560.35
DONLON BRIDGET	TRAVEL	\$28.51
EMSLRC	INSTRUCTIONAL SUPPLIES	\$540.00
ENTERPRISE	RENTALS EQUIPMENT	\$2,293.30
FALAH AL-YASSERY	OFFICIAL/JUDGE	\$65.00
FAMILY VIDEO	FACILITY RENTAL	\$3,422.85
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$61.39
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,434,812.73
FASTENAL COMPANY	GENERAL SUPPLIES	\$95.90
FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$294.46
FEDEX	INSTRUCTIONAL SUPPLIES	\$28.13
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$1,504.72
FROST JEFF	TRAVEL	\$315.14
GASWAY CO, J P	GENERAL SUPPLIES	\$3,736.06
GRANT WOOD AEA	ADVERTISING	\$1,012.20
GRANT WOOD AEA	GENERAL SUPPLIES	\$1,652.20
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$87.75
GRIMM NORM	TRAVEL	\$25.90
HALLS PHOTO	INSTRUCTIONAL SUPPLIES	\$872.00
HALVORSON BUILDING SOLUTIONS	REPAIR PARTS	\$1,248.40
HANCOCK FABRICS-8011	INSTRUCTIONAL SUPPLIES	\$85.92
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$522.00
HANSON, MEGAN	TRAVEL	\$65.13
HENRY JERRY	OTHER PROFESSIONAL	\$650.00
HERFF JONES	GENERAL SUPPLIES	\$962.52
HERFF JONES	INSTRUCTIONAL SUPPLIES	\$627.20
HICKS KRISTI	TRAVEL	\$22.15
HOBSONS, INC	PROF SERV: EDUCATION	\$4,950.00
HODGES BADGE COMPANY, INC.	INSTRUCTIONAL SUPPLIES	\$57.75
HOOBLER GARY	INSTRUCTIONAL SUPPLIES	\$250.00
HOOVER, JASON	INSTRUCTIONAL SUPPLIES	\$40.00
HOUGHTON MIFFLIN HARCOURT	INSTRUCTIONAL SUPPLIES	\$2,100.66
HY-VEE FOOD STORE-8556	GENERAL SUPPLIES	\$361.65
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$1,313.01
IFCSEP	INSTRUCTIONAL SUPPLIES	\$380.00
IN TOUCH RECEIPTING	GENERAL SUPPLIES	\$1,260.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$51,291.43
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$219,316.10
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$51,291.4
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$219,316.1
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX	\$373,557.2
INTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$374.6
INVOLTA	OTHER TECH SER	\$345.0
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$138,168.2
IOWA DEPT OF REVENUE - ADMIN WAGE LEVY	EE LIAB-GARNISHMENTS	\$541.3

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Vendor Name	Description	Check Total
IOWA PRISON INDUSTRIES	MAINTENANCE SUPPLIES	\$1,501.70
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$245,815.20
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$368,929.28
IOWA SHARES	EE LIAB-CHARITY	\$28.00
ISFIS	OTHER PROFESSIONAL	\$636.00
ISPRA	GENERAL SUPPLIES	\$95.00
JC'S TOWING LLP	GENERAL SUPPLIES	\$160.00
JDL HORIZONS	INSTRUCTIONAL SUPPLIES	\$23.45
JENSEN JULIE	TRAVEL	\$135.33
JESSEN ALICIA	TRAVEL	\$41.89
KAPLAN EARLY LEARNING CO	INSTRUCTIONAL SUPPLIES	\$82.57
KESL CAROL	TRAVEL	\$49.73
	TUITION-COMM COLLEGE	\$54,473.00
KLUG, THOMAS	INSTRUCTIONAL SUPPLIES	\$30.00
KOENEN KARLA	TRAVEL	\$24.45
LAKESHORE		\$552.85
LASER RESOURCES, LLC	GENERAL SUPPLIES	\$442.25
LASER RESOURCES, LLC	INSTRUCTIONAL SUPPLIES	\$191.78
AZENBY SHAE	MISC REVENUE	\$17.00
LEARNING A-Z	INSTRUCTIONAL SUPPLIES	\$1,529.10
	GENERAL SUPPLIES	\$390.00
	INSTRUCTIONAL SUPPLIES	\$204.30
	GASOLINE	\$1,828.50
	GREASE,OIL,LUBE,COOL	\$5,504.88
LINN CO-OP OIL		\$68.07
	EE LIAB-GARNISHMENTS	\$510.36
LINN-MAR NUTRITION SERVICES	GENERAL SUPPLIES	\$15.00
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES	\$872.14
LMEA	EE LIAB-UNION DUES	\$12,794.79
ORENZEN JENNIE	TRAVEL	\$202.02
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$481.86
_YNCH FORD	TRANSP. PARTS	\$29.76
MACBRIDE RAPTOR PROJECT	INSTRUCTIONAL SUPPLIES	\$216.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$4,371.60
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$10,822.59
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	\$96.00
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$837.53
MARION TIMES	ADVERTISING	\$506.26
MARION WATER DEPT	WATER/SEWER	\$4,318.94
MATHESON-LINDWELD	EQUIPMENT >\$1999	\$2,437.42
MATHESON-LINDWELD	INSTRUCTIONAL SUPPLIES	\$45.63
MATHESON-LINDWELD	MAINTENANCE SUPPLIES	\$88.22
MAYER-JOHNSON LLC	INSTRUCTIONAL SUPPLIES	\$59.95
MCDONALD CJ	TRAVEL	\$19.89
McSWEENEY, CHRISTINE	TRAVEL	\$38.38

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Vendor Name	Description	Check Total
MENARDS -13127	GENERAL SUPPLIES	\$26.62
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$116.73
MERCY EAP SERVICES	OTHER PROFESSIONAL	\$408.00
MERCYCARE COMMUNITY PHYSICIANS	PHYSICALS	\$364.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$13,145.41
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$340,676.29
METRO INTERAGENCY INS PROG	ER LIAB-DENTAL INS	\$18,198.18
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$20,382.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$15,427.72
MID AMERICAN ENERGY	NATURAL GAS	\$16,323.58
MIDWAY OUTDOOR EQUIPMENT INC	EQUIPMENT REPAIR	\$747.88
MIDWEST BUS PARTS, INC	TRANSP. PARTS	\$762.95
MIERA, KIM	OTHER PROFESSIONAL	\$1,150.00
MUSIC MART, INC	INSTRUCTIONAL SUPPLIES	\$72.15
MUTUAL WHEEL CO	TRANSP. PARTS	\$364.34
NASCO	INSTRUCTIONAL SUPPLIES	\$1,739.45
NATIONAL GEOGRAPHIC SOCIETY	GENERAL SUPPLIES	\$1,293.44
NORCOM, INC	INSTRUCTIONAL SUPPLIES	\$63.20
NORTH-LINN CSD	TUITION OPEN ENROLL	\$4,590.75
OBERBROECKLING TINA	TRAVEL	\$233.22
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$312.22
OLSON MADELYN	INSTRUCTIONAL SUPPLIES	\$81.00
ORKIN PEST CONTROL	SERVICE AGREEMENTS	\$425.00
PAETEC	TELEPHONE	\$414 .71
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$211.74
PECKS	GENERAL SUPPLIES	\$1,756.30
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$111.33
PET SMART	INSTRUCTIONAL SUPPLIES	\$3.59
PET'S PLAYHOUSE	INSTRUCTIONAL SUPPLIES	\$11.34
PLANK ROAD PUBLISHING	INSTRUCTIONAL SUPPLIES	\$698.80
PLUMBERS SUPPLY COMPANY	REPAIR PARTS	\$1,954.13
POOL TECH MIDWEST INC	CHEMICALS	\$8.59
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$2,383.24
QUILL CORPORATION	GENERAL SUPPLIES	\$457.48
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$ 110 .14
QUILL CORPORATION	OTHER PROFESSIONAL	\$145.10
QUINN STORAGE	FACILITY RENTAL	\$75.0
R&B AQUATIC DISTRIBUTION	EQUIPMENT >\$1999	\$4,500.0
R&B AQUATIC DISTRIBUTION	INSTRUCTIONAL SUPPLIES	\$1,336.0
REALLY GOOD STUFF INC	INSTRUCTIONAL SUPPLIES	\$65.8
REAMS SPRINKLER SUPPLY	REPAIR PARTS	\$21.9
REPUBLIC SERVICES OF IOWA	INSTRUCTIONAL SUPPLIES	\$168.0
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$119.6
SADLER POWER TRAIN	TRANSP. PARTS	\$184.1
SCHIMBERG	MAINTENANCE SUPPLIES	\$37.2

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Vendor Name	Description		Check Total
SCHLEGEL KATIE	OFFICIAL/JUDGE		\$130.00
SCHOLASTIC READING CLUB	LIBRARY BOOKS		\$20.00
SCHOOL OUTFITTERS	INSTRUCTIONAL SUPPLIES		\$357.26
SCHOOL SPECIALTY INC	INSTRUCTIONAL SUPPLIES		\$559.62
SEIU LOCAL 199	EE LIAB-UNION DUES		\$661.32
SHERWIN-WILLIAMS	INSTRUCTIONAL SUPPLIES		\$116.35
SHORTER MARGARET	TRAVEL		\$55.85
SHRED-IT DES MOINES	GENERAL SUPPLIES		\$48.32
SIGN PRO	GENERAL SUPPLIES		\$45.00
SOLON COMMUNITY SCHOOLS	TUITION OPEN ENROLL		\$1,530.25
SPILMAN, LATICIA	MISC REVENUE		\$14.00
SPRINGVILLE COMMUNITY SCHOOLS	TUITION OPEN ENROLL		\$13,772.25
STATE HYGIENIC LABORATORY	CHEMICALS		\$12.50
STRAND ANNA	TRAVEL		\$87.52
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS		\$3,091.80
TARGET	INSTRUCTIONAL SUPPLIES		\$37.12
TERRELL DAN	TRAVEL		\$16.85
TIME CLOCK PLUS	DATA PROCESSING AND		\$1,399.55
TREASURER ST OF IA	STATE INCOME TAX		\$160,967.40
TRIER KELLY	TRAVEL		\$125.19
U.S. CELLULAR	TELEPHONE		\$949.57
U.S. CELLULAR CENTER	GENERAL SUPPLIES		\$7,597.00
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY		\$1,256.45
UNITY POINT HEALTH-ST. LUKE'S HOSPITAL	PROF SERV: EDUCATION		\$4,398.88
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY		\$823.60
VAIL KATHERINE L.	TRAVEL		\$12.01
VAN METER CO	MAINTENANCE SUPPLIES		\$2,301.01
VAN PRAAG, DIANNE	TRAVEL		\$175.66
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)		\$54,927.59
WAGE WORKS	EE LIAB-FLEX DEP CARE		\$14,957.58
WAGE WORKS	EE LIAB-FLEX HEALTH		\$4,143.68
WALMART	INSTRUCTIONAL SUPPLIES		\$1,261.50
WALSH DOOR & HARDWARE	REPAIR PARTS		\$960.00
WEST MUSIC CO	EQUIPMENT REPAIR		\$197.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES		\$763.10
ZIMMERMAN JESSICA	TRAVEL		\$40.25
		Fund Total:	\$5,231,787.15
NUTRITION SERVICES			
A'HEARN BRAD	DEFERRED REVENUE		\$307.34
BMO MASTERCARD	GENERAL SUPPLIES		\$100.37
BMO MASTERCARD	MEETING EXP/SERVICES		\$193.22
BMO MASTERCARD	PURCHASE FOOD		\$50.12
BOGE LIBBY	DEFERRED REVENUE		\$127.65
BOYLE JULIE	DEFERRED REVENUE		\$85.40
BUSCH MARIA	DEFERRED REVENUE		\$25.50

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Vendor Name	Description	Check Total
CLIFTON WENDELL	DEFERRED REVENUE	\$57.15
EMS DETERGENT SERVICES	CLEANING PRODUCTS	\$265.50
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$45,905.36
FOGERTY, DAVID	DEFERRED REVENUE	\$60.35
FRUITZEN LLC	PURCHASE FOOD	\$50.00
GOSS KELLI	DEFERRED REVENUE	\$175.55
GRANT WOOD AEA	GENERAL SUPPLIES	\$53.50
HUMITECH OF IOWA INC	REPAIR/MAINT SERVICE	\$138.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$994.40
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,251.77
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$994.40
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,251.77
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX	\$5,770.23
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$7,729.67
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$11,601.00
KATZ LORE	DEFERRED REVENUE	\$82.75
KNIGHT SUSAN	TRAVEL	\$32.92
KRITZMAN LYNN	DEFERRED REVENUE	\$148.95
	EE LIAB-GARNISHMENTS	\$209.14
LUERKENS DIANE	DEFERRED REVENUE	\$335.35
LYNCH FORD	VEHICLE REPAIR	\$270.07
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$135.31
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$182.00
MCGRAW BECKY	DEFERRED REVENUE	\$354.55
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$143.78
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$11,650.43
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$812.04
MICKELSON THERESA	DEFERRED REVENUE	\$29.10
MOELLER MATT	DEFERRED REVENUE	\$79.60
NOTH RUTH	TRAVEL	\$2.07
OFFICE EXPRESS	GENERAL SUPPLIES	\$179.03
OWINGS, ED	DEFERRED REVENUE	\$96.10
PAUL JILL	DEFERRED REVENUE	\$15.95
PIZZA HUT OF AMERICA, INC.& AFFIL	PURCHASE FOOD	\$5,546.96
QUALITY AUTO REBUILDERS	VEHICLE REPAIR	\$1,635.50
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$128.39
REINHART INSTITUTIONAL FOODS INC	GENERAL SUPPLIES	\$292.32
REINHART INSTITUTIONAL FOODS INC	PAPER PRODUCT SUPPLY	\$1,246.34
REINHART INSTITUTIONAL FOODS INC	PURCHASE FOOD	\$61,278.11
RIPLEY, PENNY	DEFERRED REVENUE	\$108.60
SCHMITT REGINA	DEFERRED REVENUE	\$250.35
STANCEL, GITANA	GENERAL SUPPLIES	\$37.44
STAR FOOD SERVICE EQUIPMENT	GENERAL SUPPLIES	\$28.55
SUBWAY-19486	PURCHASE FOOD	\$3,468.00
SUMMERFELT BIRGIT	DEFERRED REVENUE	\$82 .10

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- Fiscal Year: 2014-2015		Date Range: 0	5/15/2015 - 06/04/201
Vendor Name	Description		Check Total
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS		\$103.30
TREASURER ST OF IA	STATE INCOME TAX		\$2,167.05
TWEDT STACEY	DEFERRED REVENUE		\$87.11
U.S. DEPARTMENT OF TREASURYFMS	EE LIAB-GARNISHMENTS		\$103.56
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY		\$50.00
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)		\$4,040.00
VOTA RETIREMENT INSURANCE			
und: PHY PLANT & EQ LEVY		Fund Total:	\$178,601.07
A & J ASSOCIATES	ARCHITECT		\$180.00
ABATEMENT SPECIALTIES LLC	CONSTRUCTION SERV		\$1,032.00
BRECKE	CONSTRUCTION SERV		\$17,893.18
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT		\$4,525.00
MENARDS -13127	BLDG. CONST SUPPLIES		\$92.61
PLUMBERS SUPPLY COMPANY	CONSTRUCTION SERV		\$514.50
QUILL CORPORATION	BLDG. CONST SUPPLIES		\$52.78
SHIVE-HATTERY INC.	ARCHITECT		\$3,120.00
Shive-harrent inc.	ARCHITECT		
und: Pool 10 Million Issue and 2013 10M Issue		Fund Total:	\$27,410.07
DLR GROUP INC	ARCHITECT		\$58,597.62
GARLING CONSTRUCTION	CONSTRUCTION SERV		\$153,710.95
PODS	BLDG. CONST SUPPLIES		\$496.00
SOIL-TEK	CONSTRUCTION SERV		\$1,100.00
		Fund Total:	
und: PUB ED & REC LEVY		Fund Total:	\$213,904.57
D & K PRODUCTS	GROUNDS UPKEEP		\$1,422.18
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY		\$1,444.26
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE		\$28.90
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC		\$123.58
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE		\$28.90
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC		\$123.58
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX		\$187.16
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS		\$135.61
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS		\$203.53
MADISON NATIONAL LIFE INS. CO., INC			\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	λ.	\$6.74
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE		\$22.44
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	=	\$22.44 \$401.50
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	-	
METRO INTERAGENCE INS PROG. MIDWEST FIELD TURF			\$18.18
	GROUNDS UPKEEP		\$3,055.00
MIRACLE RECEATION EQUIPMENT	CONSTRUCTION SERV		\$1,275.43
TERRACON CONSULTANTS INC	CONSTRUCTION SERV		\$347.50
			\$78.21
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY		\$22.50

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Vendor Name	Description		Check Total
			\$110.00
AL-YASSIRI ALI			\$95.00
AL-YASSIRI HUSSIN			\$156.00
ALVERIO RICARDO			
AMERICAN SPECIALTIES			\$917.18
BARK'S PIZZA INC			\$114.00 \$124.90
BEGEY, MARK	OFFICIAL/JUDGE		,
BIO-RAD LABORATORIES, INC	INSTRUCTIONAL SUPPLIES		\$1,612.22
BMO MASTERCARD	DUES AND FEES		(\$99.00)
BMO MASTERCARD			\$10,222.06
BMO MASTERCARD	TRAVEL		\$11,722.35
BROOME PETER	OFFICIAL/JUDGE		\$139.50
CARPENTER STACIE	INSTRUCTIONAL SUPPLIES		\$300.00
CEDAR GRAPHICS INC	INSTRUCTIONAL SUPPLIES		\$326.00
CEDAR HAWK WRESTLING	INSTRUCTIONAL SUPPLIES		\$980.00
CEDAR RAPIDS WASHINGTON HIGH SCHOOL	DUES AND FEES		\$60.00
CENTURY RESOURCES INC	INSTRUCTIONAL SUPPLIES		\$17.95
COLLINS ROAD THEATRE INC	INSTRUCTIONAL SUPPLIES		\$223.84
COOK JEFF	OFFICIAL/JUDGE		\$95.00
CORNELL COLLEGE	INSTRUCTIONAL SUPPLIES		\$700.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES		\$340.17
DECKER SPORTING GOODS	INSTRUCTIONAL SUPPLIES		\$3,563.00
DEKE SONNY	OFFICIAL/JUDGE		\$75.00
DISTRIBUTED WEBSITE CORPORATION	INSTRUCTIONAL SUPPLIES		\$499.00
DODGE JOHN	OFFICIAL/JUDGE		\$110.00
DOESE PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES		\$141.00
DUNN JENNIFER	OFFICIAL/JUDGE		\$115.52
DVORAK JOHN	OFFICIAL/JUDGE		\$105.00
ENTERPRISE	TRAVEL		\$3,297.53
FALAH AL-YASSERY	OFFICIAL/JUDGE		\$110.00
FAREWAY STORES	INSTRUCTIONAL SUPPLIES		\$127.68
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY		\$2,727.38
GARMAN MALORY	OFFICIAL/JUDGE		\$25.00
GARMENT DESIGN	INSTRUCTIONAL SUPPLIES		\$3,357.75
GROUP TRAVEL PLANNERS	TRAVEL		\$11,130.00
HALLS PHOTO	INSTRUCTIONAL SUPPLIES		\$56.00
HERFF JONES	INSTRUCTIONAL SUPPLIES		\$616.35
HOUSE OF TROPHIES	INSTRUCTIONAL SUPPLIES		\$144.00
HOYT BOB	OFFICIAL/JUDGE		\$175.00
HUNTERS RIDGE GOLF COURSE	INSTRUCTIONAL SUPPLIES		\$210.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES		\$1,470.59
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE		\$50.10
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC		\$214.27
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE		\$50.10
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC		\$214.27

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Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX	\$255.21
IOWA FFA ASSOCIATION	INSTRUCTIONAL SUPPLIES	\$495.00
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	DUES AND FEES	\$160.00
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	INSTRUCTIONAL SUPPLIES	\$3,576.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$214.07
OWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$321.31
JACOBSON, BEN BASKETBALL CAMPS	INSTRUCTIONAL SUPPLIES	\$1,425.00
JANDIK DEAN	OFFICIAL/JUDGE	\$110.00
JANSSEN STEPHEN	OFFICIAL/JUDGE	\$101.90
JONES DOUG	OFFICIAL/JUDGE	\$141.46
JYM BAG	INSTRUCTIONAL SUPPLIES	\$10.00
KENNEDY HIGH SCHOOL	DUES AND FEES	\$85.00
KETTEL HOUSE BAKERY	INSTRUCTIONAL SUPPLIES	\$1,619.10
Kim Hollingsworth	OFFICIAL/JUDGE	\$95.00
LARSON TAYLOR	OFFICIAL/JUDGE	\$113.40
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$122.55
LEVEL 10	INSTRUCTIONAL SUPPLIES	\$980.00
M-F ATHLETIC CO.	INSTRUCTIONAL SUPPLIES	\$247.00
M.A.S.A.	INSTRUCTIONAL SUPPLIES	\$2,598.14
MCKEONE JAMES	OFFICIAL/JUDGE	\$113.40
MCLLHON PAT	OFFICIAL/JUDGE	\$156.00
MCMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$27.39
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$245.00
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$836.00
NATHAN JOHN SEVERSON	INSTRUCTIONAL SUPPLIES	\$450.00
NATIONAL FFA ORGANIZATION	DUES AND FEES	\$124.50
NATIONAL FFA ORGANIZATION	INSTRUCTIONAL SUPPLIES	\$1,042.50
PIZZA RANCH	INSTRUCTIONAL SUPPLIES	\$92.00
PORTOJONNY	INSTRUCTIONAL SUPPLIES	\$176.00
PRESCOTT JORDAN	OFFICIAL/JUDGE	\$105.00
QUAD CITY MUSIC GUILD	INSTRUCTIONAL SUPPLIES	\$232.00
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$12.34
R&B AQUATIC DISTRIBUTION	INSTRUCTIONAL SUPPLIES	\$3,335.00
ROOSEVELT MIDDLE SCHOOL	INSTRUCTIONAL SUPPLIES	\$150.00
SERVICEMASTER FIVE SEASONS JANITORIAL	INSTRUCTIONAL SUPPLIES	\$986.37
SIGN PRO	INSTRUCTIONAL SUPPLIES	\$255.00
SOCCER.COM	INSTRUCTIONAL SUPPLIES	\$551.51
SPACE WALK	INSTRUCTIONAL SUPPLIES	\$1,120.00
SPIELMAN'S EVENT SERVICES	INSTRUCTIONAL SUPPLIES	\$5,170.75
T. MARIE PORTRAITS & PHOTO BOOTH	INSTRUCTIONAL SUPPLIES	\$350.00
THADEN COURTNEY	OFFICIAL/JUDGE	\$110.00
THE SIGN SHOP	INSTRUCTIONAL SUPPLIES	\$288.00
TICHY TREVOR	OFFICIAL/JUDGE	\$99.60
TREASURER ST OF IA	STATE INCOME TAX	\$115.04
TRIBBLE ALAN	OFFICIAL/JUDGE	\$105.00

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IA - Warrants Paid Listing

Fis

A - Wallants I ald Listing		Date Range:	05/15/2015 - 06/04/2015
iscal Year: 2014-2015			
Vendor Name	Description		Check Total
UCA/UDA- SUMMER CAMPS	INSTRUCTIONAL SUPPLIES		\$12,271.00
VALLEY HIGH SCHOOL	DUES AND FEES		\$100.00
VANBOGART KENT	OFFICIAL/JUDGE		\$105.00
VERBENA, LLC	INSTRUCTIONAL SUPPLIES		\$600.00
VERBICK LARRY	OFFICIAL/JUDGE		\$75.00
WALMART	INSTRUCTIONAL SUPPLIES		\$625.66
WEST HIGH SCHOOL	DUES AND FEES		\$120.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES		\$4.50
WORLDWIDE TICKETCRAFT	INSTRUCTIONAL SUPPLIES		\$307.59
, <u> </u>		Fund Tota	1: \$99,869.00

Fund Total:

Grand Total: \$9,011,927.61

<u>Criteria</u>

End of Report

Memorandum of Understanding

The Linn-Mar Community School District and the Linn-Mar Education Association have reached agreement to the items listed below in regard to Master Contract articles that will be affected by implementation of the local Teacher Leadership Program (TLP). This Memorandum of Understanding (MOU) shall be in effect for the 2015-2016 and 2016-17 school years and shall be reviewed and/or amended on an annual basis thereafter.

ARTICLE 11 – TRANSFER

In situations where hiring occurs (Teacher Leadership Program Coordinator, Mentor Coach, Instructional Strategist, Induction Specialist, Technology Integration Coach, Model Teacher, Curriculum Facilitator, Team Leader, Program Leader, Course Development Facilitator) the following considerations will occur:

1. The interviewing and hiring process for each TLP position will be guided by the criteria outlined in the District's DE approved TLP application.

ARTICLE 13 – SENIORITY

For the purposes of seniority, all TLP positions will be considered to be regular, full-time bargaining unit positions and Employees serving in TLP positions will continue to accrue seniority as specified in the Master Contract.

1. Teachers returning to a classroom position after having held a TLP position, will return to a position within the same Subject Matter and Grade Level Assignment group as defined in Article 13, Section D of the Master Agreement.

ARTICLE 9 – STAFF REDUCTION

If staff reductions occur due to a reduction in TLP funding, a modification in the District's TLP plan, or a teacher(s) returning to classroom teaching positions no longer fulfilling a TLP role,

- Teachers in the TLP positions will be placed in a position within his/her previous Subject Matter and Grade Level Assignment, as defined by Article 13, Section D, when/if the teacher returns to a classroom teaching assignment. The negotiated staff reduction procedures will be followed.
- 2. In the event that TLP funding is no longer available, the reduction criteria contained in the negotiated staff reduction language will apply.

ARTICLE 3 – WAGES & SALARIES

Additional days and stipends for each TLP position will be as follows:

- In addition to a regular 279 contract (191 days), each Teacher Leader Program Coordinator will be issued a one-year Teacher Leader contract plus 10 additional days for a total of 201 days. Of the 201 contract days, 5 days may be variable contract days which will be exchanged for 5 regular contract days; dates to be approved by the Superintendent, or Superintendent's designee. An additional stipend of \$9,000 will be paid.
- 2. In addition to a regular 279 contract (191 days), each **Instructional Coach** will be issued a one-year Teacher Leader contract plus 5 additional days for a total of 196 days. Of the 196 day contract, 5 days will be variable contract days which may be exchanged for 5 regular contract days; dates to be approved by the Superintendent, or the Superintendent's designee. An additional stipend of \$4000 will be paid.
- 3. In addition to a regular 279 contract (191 days), each Mentor Coach will be issued a one-year Teacher Leader contract plus 5 additional days for a total of 196 days. Of the 196 day contract, 5 days will be variable contract days which may be exchanged for 5 regular contract days; dates to be approved by the Superintendent, or the Superintendent's designee. An additional stipend of \$4000 will be paid.
- 4. In addition to a regular 279 contract (191 days), each Technology Integration Coach will be issued a one-year Teacher Leader contract 5 additional days for a total of 196 days. Of the 196 day contract, 5 days will be variable contract days which may be exchanged for 5 regular contract days; dates to be approved by the Superintendent, or the Superintendent's designee. An additional stipend of \$4000 will be paid.
- 5. In addition to a regular 279 contract (191 days), each **Induction Specialist** will be issued a one-year Teacher Leader contract for stipend a \$750. This contract includes a .5 additional day.
- 6. In addition to a regular 279 contract (191 days), each **Model Teacher** will be issued a one-year Teacher Leader contract for a \$1000 stipend.
- 7. In addition to a regular 279 contract (191 days), each **Curriculum Facilitator** will be issued a one-year Teacher Leader contract for a \$1000 stipend.
- 8. In addition to a regular 279 contract (191 days), each **High School PLC Facilitator** will be issued a one-year Teacher Leader contract for a \$1000 stipend.
- 9. In addition to a regular 279 contract (191 days), each **Middle School Team Leader** will be issued a one-year Teacher Leader contract for a \$1000 stipend.

TLP Memorandum of Understanding - 2015-2016

- 10. In addition to a regular 279 contract (191 days), each **Elementary Program Leader** will be issued a one-year Teacher Leader contract for a \$1000 stipend.
- 11. In addition to a regular 279 contract (191 days), each **Course Development Facilitator** will be issued a one-year Teacher Leader contract plus up to 40 hours paid at per diem. An additional stipend of \$1000 will be paid.

One Year Teacher Leadership Contract (concurrent to 279 Continuing Contract of 191 days)								
Position	# of Positions	Stipend	Additional Contract Days	Total Contract				
			Per Diem	Days				
Teacher Leader	2	\$9,000	10 – scheduled in full or .5 days	201				
Coordinator			Up to 5 contract days during regular school year may be scheduled during non-student attendance days					
Instructional	13	\$4,000	5 – scheduled in full or .5 days	196				
Coach			Up to 5 contract days during regular school year may be scheduled during non-student attendance days					
Mentor Coach	3	\$4,000	5 – scheduled in full or .5 days	196				
			Up to 5 contract days during regular school year may be scheduled during non-student attendance days					
Technology	5	\$4,000	5 – scheduled in full or .5 days	196				
Integration Coach			Up to 5 contract days during regular school year may be scheduled during non-student attendance days					
Induction Specialist	As needed	\$750	.5 day	191.5				
Model Teacher	Up to 35	\$1,000	0	191				
Curriculum Facilitator	31	\$1,000	0	191				
High School PLC Facilitator	9	1,000	0	191				
Middle School Team Leader	14	\$1,000	0	191				
Elementary Program Leader	14	\$1,000	0	191				
Course Development Facilitator	3	\$1,000	0	191				

For the Association

For the District

Date

Date

Grant Wood Perkins Consortia Resource Agreement 2015-16

This resource agreement is between Linn Mar CSD and the Grant Wood Perkins Consortia (GWPC). This resource agreement provides Non-Grant Wood Perkins Consortia Schools and Consortia access to the following GWPC physical and intellectual property:

- Professional development days
- Regional advisory council meetings
- Program of study components
- GWPC equipment distributed through Grant Wood AEA media checkout

The GWPC Leadership Team developed the following payment structure that was approved by our GWPC Advisory Council on 4/30/2015

Certified Enrollment	Yearly Fee
Under 500 students	\$750
501 - 1000	\$1000
1001 - 5000	\$1500
5001 - 10,000	\$1750
10,001 - 15,000	\$2500
15,001 and up	\$3000

This resource agreement is established yearly. Agreements for the preceding school year will need to be signed by the appropriate school or consortia representative prior to July 31. This agreement does not cover substitute reimbursement for Non-GWPC teachers to attend professional development days taking place **during the school year**. Each CTE content area provides at a minimum two professional development days and one regional advisory council meeting per school year. Non-GWPC educators whose district enter into this resource agreement are eligible for stipends paid to teachers who take part in June CTE workshops. Enrollment in our summer workshops are often capped due to limited funding. Funds collected through these resource agreements will be used to support June workshops.

This resource agreement is to be established between **Linn Mar CSD**, and the **GWPC**. The 2015-16 participation cost is **\$1750**. Please complete the following information and send a scanned signed copy to Deb Johnson at <u>dejohnson@gwaea.org</u> prior to July 31, 2015. It is the GWPC desire to continue our collaborative relationships with Non-GWPC Schools and Consortia. Through our collaborative efforts we can continue to advance career and technical education in Area 10.

Date:	PO number:

Non-Grant Wood Perkins Consortium authorized representative

Grant Wood Perkins Consortium authorized representative



HOST CONTRACT

Effective May 13, 2015, Linn-Mar Community Schools ("Host") and Marzano Research LLC ("Marzano Research") agree that Marzano Research will provide an Associate to disseminate information to Host in exchange for \$12,000.00 (USD). The parties agree as follows:

- 1. Services: Marzano Research agrees to provide a speaker, Mitzi Hoback ("Associate"), to disseminate information for Host on the topic of *Formative Assessment and Standards-Based Grading* on 10/26/2015 and 01/18/2016.
- 2. Compensation: Host will pay Marzano Research a total contract amount of \$12,000.00 (USD). Host will pay Marzano Research a non-refundable deposit of 20% of the total contract amount, \$2,400.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of \$9,600.00 (USD) will be invoiced upon completion of the services. Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host agrees to reimburse any expenses incurred by Marzano Research that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
- 3. Travel Arrangements and Expenses: The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
- 4. Intellectual Property: Host acknowledges that Marzano Research or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Marzano Research or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Marzano Research. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
- 5. Audio/Video Equipment: Host will provide audio/video equipment and technical support for the sessions.
- 6. Recording of Presentation: All audio and video recording is prohibited.
- 7. **Confidentiality:** Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host's request.
- 8. Termination: If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Marzano Research for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Marzano Research may terminate this Contract if Marzano Research has not received a purchase order within 30 days of the effective date of this Contract.
- 9. Force Majeure: If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or

international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Research agrees to offer services at a later date, provided such can be rescheduled with Host. Marzano Research shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Marzano Research from performing under this Contract.

- **10. Indemnity:** Marzano Research shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Marzano Research's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
- **11.** Notices: All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Linn-Mar Community Schools, 2999 North 10th Street, Marion, IA 52302, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
- 12. Governing Law/Venue: This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
- **13.** Nature of Contract: Host is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
- 14. Entire Contract: This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Marzano Research:

Bob Read	
Linn-Mar Community Schools	

Date

Beth Watson Vice President Business Development Marzano Research LLC Date

CONTACT INFORMATION

Please fax (303-694-1778) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Research sales or PD representative.

beth.watson@marzanoresearch.com

Payments, including deposit checks, should be mailed directly to the Business Office: Marzano Research, LLC ATTN: Accounts Receivable 555 North Morton St. Bloomington, IN 47404

Please provide the following information in both sections:

Who will be the con	tact person for the work?
Contact:	
DI	
P	
Who will receive an	d pay the invoices?
Contact:	· · · · · · · · · · · · · · · · · · ·
Phone:	
E-mail:	
Fax:	
GL to the Treessort	
Shipping Informat	ion (required for resource delivery)
Shipping Contact:	
Shipping Address:	
City, State, Zip:	
Phone:	
Delivery Date:	
Delivery Times:	
Choose one:	Do you have a Delivery Dock?
	Do you have double doors (for pallet)?
	Do you require inside delivery?



School Nurse Contract Heartland Home Care, Inc.

This contract is entered into between Linn Mar Community School District (Client) 2999 North 10th Street, Marion, IA 52302 and Heartland Home Care, Inc. (the Service provider), 212 North Market St., Oskaloosa, IA 52577. The Client and the Service Provider shall be collectively known herein as the Parties.

Whereas, the purpose of this contract is to set out the terms of services to be provided to students by the Service Provider generally known as "Skilled Nursing Care Services", IN consideration of mutual promises and other valuable consideration exchanged, the Parties herby agree and contract as follows.

- Authorization. The Client hereby grants the authority to the Service Provider to provide Skilled Nursing Services to student(s) in the Linn Mar Community School District at all schools in their school district or as assigned.
- 2. Term. This grant of authorization to provide Skilled Nursing Services shall begin on <u>June 29,205</u> and shall remain effective for a period of one calendar school year. This contract may be terminated prior to this term by either party on giving written notice of 30 days.
- **3. Certification.** The Service Provider warrants that, the Service Provider is certified in the State of Iowa to provide services mentioned in this Contract. Further, any employee or representative of the Service Provider performing skilled services under this contract is licensed in the state of Iowa as a Skilled Nurse, has had a background check completed and on file, and is current on all certifications and training.
- **4. Description of Services.** The Service Provider shall provide a Skilled Nurse to fill in as needed.

The Skilled Nurse provided by the Service Provider shall have the power to:

-Provide care based on the "Nursing Process"; assessment, diagnosis, planning, intervention, and evaluation

-Administer medications as physician ordered.

- Provide medical treatments/procedures as ordered.

-Maintain documentation to support care provided.

-Follow the Iowa Code (Iowa Code §152) Practice of Nursing and Iowa Administrative Code Nursing Practice for RNs (655 IAC 6).

5. Compensation. The Client agrees to an hourly rate of 50 (fifty) dollars, billed in whole hour increments. Heartland Home Care, Inc. will bill on a monthly basis for its services. Payment is due within 30 days of invoice.

6. Non-Compete/ Non- Solicitation. The Client agrees to take no steps to recruit the Service Providers employees.

7. Miscellaneous. This contract is not all inclusive and shall not be construed as declaring what the specific duties and responsibilities of any particular party shall be. It is not intended to limit or in any way modify the right of the Service Provider to assign, direct or control the work of employees under his or her supervision. The use of a particular expression or illustration describing services provided shall not be held to exclude other duties not mentioned that are similar kind or level of difficulty.

This agreement is signed and dates-	of 20
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Heartland Home Care representative





1330 Elmhurst Drive NE Cedar Rapids, Iowa 52402-4797 319-363-8213 | 800-248-4504

AGREEMENT FOR COOPERATION IN A FIELD EXPERIENCE PROGRAM

www.mtmercy.edu

This agreement entered into by and between MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA, and LINN MAR COMMUNITY SCHOOL DISTRICT defines the mutual consideration of the parties for the MOUNT MERCY UNIVERSITY Field Experience program for the 2015-2016 school year.

- 1.0 Scope of Agreement
 - 1.1 This agreement shall set forth the procedures for possible placement of students for field experience, any termination or change of assignment, supervision, the status and authority of students.
- 2.0 Placement of Field Experience Students
 - 2.1 The placement of students shall be accomplished on a cooperative basis involving MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA and LINN MAR COMMUNITY SCHOOL DISTRICT.
 - 2.2 Placement shall be initiated by the special education instructor in the Department of Education to fulfill requirements for the ED382 Instructional Strategist II Methods course (focus on autism) for K-12. There will be no more than two Mount Mercy University students assigned to any one classroom in a rotation.
 - 2.3 The university reserves the right to decline the services of any given cooperating teacher.
 - 2.4 LINN MAR COMMUNITY SCHOOL DISTRICT reserves the right to refuse placement of any given student.
- 3.0 Termination or Change of Assignment
 - 3.1 The special education instructor, Department of Education, at any time, may terminate or change the assignment of any student. Prior to doing so, the special education instructor shall make reasonable efforts before such time to consult with all parties concerned regarding the reasons for termination or changes in assignment.
- 4.0 Supervision of the Student
 - 4.1 The special education instructor will serve as supervisor of the students for the field experience program, in cooperation with the cooperating teachers, who guide, direct, and evaluate the student.
 - 4.2 The student shall be subject to the rules and regulations of the cooperating school system and to those established by the special education instructor, Department of Education, as well as the Code of Ethics of the profession.

- 5.0 Status and Authority of Students
 - 5.1 Students shall have status and authority in accordance with Section 272.27, <u>Code of Iowa</u>.
 - 5.2 Students actually engaged under the terms of this contract shall be entitled to the same protection under the provisions of Section 670.8, <u>Code of Iowa</u>, as is afforded by said section to officers and employees of the LINN MAR COMMUNITY SCHOOL DISTRICT, during the time they are so assigned.
- 6.0 Standard Field Experience Assignment to the LINN MAR COMMUNITY SCHOOL DISTRICT.
 - 6.2 The <u>standard field experience assignment</u> shall be for approximately twelve weeks, with rotation among the elementary, middle school and high school autism focus programs (20-70 hours). Students will arrange hours with their cooperating teacher.

EXECUTED

MOUNT MERCY UNIVERSITY

LINN MAR COMMUNITY SCHOOL DISTRICT

Ellen M. Warnington

BAD

Education Department Chair

Board President

District Autism Consultant

Executive Director Student Services

June 8, 2015

Date

LICENSE AGREEMENT NON-COMMERCIAL

This license agreement ("Agreement") is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, an Iowa school corporation ("Licensor"), and the undersigned ("Licensee").

- 1. Definitions
- 1.1 "Trademarks" means the word and logo marks depicted in Exhibit A.

1.2 "Licensed Product" means products bearing the Trademarks.

1.3 "Royalty Rate" means the percentage defined in Exhibit B.

1.4 "Net Sales" means Licensee's gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted nor shall any deduction be allowed for any uncollectible accounts or allowances.

1.5 "Licensed Market" means the types of products that may be marked with the Trademarks, as defined in Exhibit B.

1.6 "Customers" means the people to whom Licensed Products may be sold, as defined in Exhibit B.

1.7 "Term" means the period of time, as defined in Exhibit B, starting from the Effective Date.

2. LICENSE

2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.

2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate times Net Sales.

2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR'S CONTROL

3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the Licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.

4. USE OF THE TRADEMARK

4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.

4.2 Proper Notice and Acknowledgment. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.

4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.

4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

5. TERMINATION

5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the Trademark in a manner not expressly permitted by this Agreement.

5.3 Effect of Termination. All rights granted by this Agreement, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks, except that Licensee may continue to sell off Licensed Products in its inventory for a period of ninety (90) days.

6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensor a report within thirty (30) of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of Licensed Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States postal service, or by courier service at the addresses listed below.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Licensor	Licensee
Linn-Mar Community School District	Entity Name: LINN MAR LIONS (7TH GRADE Youth BASKETDALL
Address:	Address: 4357 Qual TRAIL DR MARION, IA 52302
Signature:	Signatura: Authomy arfagna
By:	By:
Position:	Position: ASST COACH
Date:	Effective Date: 5/15/15



b)

d)

f)



c)

e)





LINN-MAR



- g) Linn-Mar Community School District
- h) Linn-Mar Lions

Exhibit B

Non-commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

Customers: Members of the group

Term: 5 years

Reporting Period: Annually

INVOICE

Katie Mulholland, Superintendent Linn Mar Community School District				Urb	154 Cedar	Network of Iowa 3 Bilgarie Ct NE Rapids IA 52402 fice 319.329.0547
Purchase O	rder No:			Date: Jun	ne 1, 2015	
	Quantity		Description		Unit Cost	Total Amount
	1	UEN M	lembership 2015-16		\$5000	\$5000
		PLEAS	E PAY THIS AMOU	JNT		\$5000

PLEASE PAY THIS AMOUNT TO: Urban Education Network of Iowa % Chris McGuire Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, Iowa 52405

DWELLING UNIT RENTAL AGREEMENT

IT IS AGREED, by and between Linn Mar Community School District, Landlord, and Ryan Hunt, Tenant:

Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in Linn County, Iowa, to-wit:

Farm house and surrounding yard locally known as 2969 C Avenue Extension, N.E., Cedar Rapids, Iowa and located on the real estate legally described as NW NW Section 23-84-7, Linn County, Iowa, except the Public Highway,

hereinafter referred to as the "dwelling unit", in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

1. **TERM**. The duration of this Rental Agreement shall be from July 1, 2015 to and including the 1st date of July, 2016.

2. **RENT**. Tenant agrees to pay to Landlord, as rental for said term, as follows: \$400 per month, in advance, the first rent payment becoming due upon execution of this Agreement and the remaining payments pursuant to this Agreement, in advance, on the 1st day of each month thereafter during the term of this Rental Agreement, with interest on all delinquent rental at 9% per annum. If the first month of the lease term is a partial calendar month, then the rent for said month shall be prorated accordingly.

All sums shall be paid to the Landlord at 2999 N 10th Street, Marion, Iowa 52302 or at such other place as Landlord may, from time to time, direct.

3. **DEPOSIT SECURITY**. No security deposit shall be required. However, if Tenant is delinquent on making rental payments on two occasions within one twelve month calendar period, then Landlord shall have the right to demand payment of a \$500 security deposit from Tenant, to be held and disbursed as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act.

4. USE-ABSENCES. Unless otherwise agreed in writing, Tenant shall occupy and use the abovedescribed property as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.

5. UTILITIES. Utilities shall be furnished and paid for by the Tenant, including without limitation electricity, water, gas, telephone and trash removal.

6. UTILITY RATES. Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Rental Agreement on Landlord's behalf, has heretofore fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnishing service.

7. MANAGER. J.T. Anderson, whose address is 2999 N 10th Street, Marion, Iowa 52302, is the person designated by Landlord to manage the premises (and to receive and receipt for all notices and demands upon the owner of the premises).

8. MAINTENANCE BY LANDLORD. Not applicable.

9. MAINTENANCE BY TENANT. Tenant shall be responsible, at Tenant's sole expense, for any and all upkeep, maintenance, repair or replacement related to the dwelling unit, including without limitation:

(a) Comply with the requirements of applicable building and housing codes materially affecting health and safety.

(b) Make all repairs and do whatever is necessary to put and keep the dwelling unit in a fit and habitable condition.

(c) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.

(d) Supply running water and reasonable amounts of hot water at all times and reasonable heat.

(e) Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.

(f) Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.

(g) Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.

(h) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.

(i) Be responsible for all law and yard care and snow and ice removal.

10. **RULES**. Landlord may, from time to time, and in the manner provided by law, adopt written rules concerning the Tenant's use and occupancy of the premises and deliver them to Tenant.

11. ACCESS. Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided, however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Rental Agreement, nor sublet the dwelling unit, or any portion thereof, without the written consent of Landlord.

13. **FIXTURES AND IMPROVEMENTS**. Tenant shall leave upon, and surrender to Landlord, with the premises at the termination of this Rental Agreement, all locks, brackets for curtains, and all other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Tenant, without any payment therefor. Tenant shall make no structural alterations without Landlord's written consent.

14. FIRE OR CASUALTY DAMAGE. If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant may (i) immediately vacate the premises and notify Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating, or (ii) if continued occupancy is lawful, vacate only that part of the dwelling until rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit. If this Rental Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

15. NONPAYMENT OF RENT. In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by

Landlord of nonpayment and the Landlord's intention to terminate this Rental Agreement if the rent is not paid within that period of time, then Landlord may terminate this Rental Agreement.

16. **PRESENT AND CONTINUING HABITABILITY**. Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord. Notwithstanding anything herein to the contrary, Tenant accepts the dwelling unit in its current condition, and Landlord shall not, at any time, be obligated to make any improvements to the dwelling unit.

17. NOTICES. Any notice, for which provision is made in this Rental Agreement, shall be in writing, and may be given by either party to the other, in addition-to any other manner provided by law, in any of the following ways: (i) by personal delivery (ii) by service in the manner provided by law for the service of original notice, or (iii) by sending said Notice by certified or registered mail, return receipt requested, to the last known address. For purposes hereof, the place for the payment of rental as provided in Paragraph 2 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the premises.

18. CONSTRUCTION. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

19. ENTIRE AGREEMENT. This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Rental Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

20. LEAD-BASED PAINT. See attached Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, and the attached pamphlet, Protect Your Family From Lead in Your Home.

21. **CERTIFICATION**. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly or behalf of, or instigating or facilitation this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

22. ADDITIONAL PROVISIONS.

A. Termination. Tenant shall have the right to terminate this Agreement at any time upon at least 30 days' written notice to Landlord.

Dated: _____, 2015.

LANDLORD

TENANT

Linn Mar Community School District

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Ryan Hunt

By: ______ Title: Board President

By: ______ Title: Board Secretary

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School Finance Report April 30, 2014

83% of the School Year Complete											
	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)	% Exp (Rev)	Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$48,323,345			\$4,687,189	\$4,073,919	\$33,969,576	70.3%		\$14,353,769		
2) Support Services(2000-2999)	\$22,547,755			\$1,748,955	\$1,585,568	\$16,151,956			\$6,395,799		
3) Non-Instructional(3000-3999)	\$3,374,761			\$267,518	\$253,633	\$2,237,045	66.3%		\$1,137,716		
4) Other Expenditures((4000-5299)	\$26,080,760			\$356,061	\$4,734,534	\$33,771,603	71.1%	w/o transf	-\$7,690,843		
									\$5,608,536		
Total	\$100,326,621			\$ 7,059,724	\$ 10,647,654	\$ 86,130,180	70.7%	w/o transf	\$19,804,977		
Interfund Transfers	\$5,608,536			\$ 5,186,467	\$ 1,036,936	\$ 15,221,173	271.4%				
Operating Fund	\$70,279,498	\$11,662,166	\$55,679,299	\$6,091,258	\$5,577,869	\$48,531,681	69.1%	87%	21,747,817	7,147,618	18,809,784
PPEL	\$3,210,000	\$2,122,307	\$2,749,309	\$416,470	\$133,368	\$2,409,532	75.1%	88%	800,468	339,777	2,462,084
Management	\$1,040,861	\$2,049,742	\$1,107,746	\$0	\$0	\$1,194,784	114.8%	108%	(153,923)	(87,038)	1,962,704
Activity	\$1,400,000	\$561,515	\$1,208,708	\$125,178	\$127,998	\$1,096,192	78.3%	91%	303,808	112,517	674,032
Nutrition	\$3,256,000	\$1,641,925	\$2,526,034	\$268,500	\$257,143	\$2,160,431	66.4%	86%	1,095,569	365,604	2,007,529
SAVE	\$3,685,000	\$16,986,244	\$4,166,217	\$0	\$49,384	\$560,755	15.2%	0%	3,124,245	3,605,462	20,591,706
Debt Service	\$9,081,262	\$3,207,666	\$33,143,271	\$76,947	\$3,893,791	\$23,537,362	259.2%	0%	(14,456,100)	9,605,909	12,813,575
Other Capitol Projects	\$8,000,000	\$2,367,149	\$8,956,613	\$58,130	\$599,006	\$6,551,970	81.9%	0%	1,448,030	2,404,643	4,771,791
PERL	\$374,000	\$274,803	\$215,475	\$22,424	\$5,895	\$83,355	22.3%	0%	290,645	132,120	406,923
Aquatic Center	\$0	\$0	\$6,775	\$818	\$3,200	\$4,118	#DIV/0!	100%	(4,118)	2,657	2,657
Total	\$100,326,621	\$40,873,516	\$109,759,447	\$7,059,724	\$10,647,654	\$86,130,180	85.8%	78%	14,196,441	23,629,267	64,502,783
Interfund Transfers	\$5,608,536		\$15,221,173	\$5,186,467	\$1,036,936	\$15,221,173	0.0%	0%	(9,612,637)		

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2013-2014

Fiscal Year: 2013-2014	Date Range: 04/	01/2014 - 04/30/2014	Increases	Decreases	Cash Balance	
Account Number	Title	Beginning Balance	Debits	Credits		
10.0001.0000.000.0000.101000	CASH IN BANK	12,511,612.95	11,784,326.91	5,968,024.22	18,327,915.64	
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	1,897.03	1,871.19	25.84	
21.0002.0000.000.0000.101000	CASH IN BANK	701,936.29	111,266.49	135,495.09	677,707.69	
22.0006.0000.000.0000.101000	CASH IN BANK	1,555,397.82	407,305.86	0.00	1,962,703.68	
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	2,399.34	2,399.34	0.00	
24.0003.0000.000.0000.101000	CASH IN BANK	348,056.95	81,289.61	22,423.94	406,922.62	
33.0000.0000.000.0000.111008	2014C RESERVE CD	321,500.00	0.00	0.00	321,500.00	
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00	
33.0000.0000.000.0000.111011	2014A RESERVE CD	694,000.00	0.00	0.00	694,000.00	
33.0000.0000.000.0000.111012	938,977 RESERVE CD	940,358.90	0.00	0.00	940,358.90	
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12	
33.0003.0000.000.0000.101000	CASH IN BANK	5,356,854.31	931,519.43	5,678,927.37	609,446.37	
35.0003.0000.000.0000.101000	CASH IN BANK	61,035.85	4,747,858.57	58,130.04	4,750,764.38	
36.0003.0000.000.0000.101000	CASH IN BANK	1,798,447.08	1,063,243.43	457,700.67	2,403,989.84	
40.0003.0000.000.0000.101000	CASH IN BANK	4,522,467.17	8,845,323.42	554,215.58	12,813,575.01	
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	154,031.56	154,031.56	0.00	
61.0004.0000.000.0000.101000	CASH IN BANK	1,346,166.37	312,948.70	270,850.95	1,388,264.12	
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	0.00	25.84	(25.84	
65.0002.0000.000.0000.101000	CASH IN BANK	(3,100.00)	6,574.50	792.00	2,682.50	
		33,006,536.81	28,449,984.85	13,304,887.79	48,151,633.87	
		End of Report				

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School Finance Report April 30, 2015

83% of the School Year Complete											
	Current Budget (as amended)	Beginning Fund Balance(est)	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$49,606,000			\$4,690,666	. , ,	\$34,427,725	69.4%		\$15,178,275		
2) Support Services(2000-2999)	\$25,410,000			\$2,034,545	\$1,887,647	\$18,426,268	72.5%		\$6,983,732		
3) Non-Instructional (3000-3999)	\$3,483,000			\$277,422	\$300,101	\$2,450,932	70.4%		\$1,032,068		
4) Other Expenditures((4000-5299)	\$25,310,943			\$552,924	\$349,858	\$14,366,078	28.7%	w/o transf	\$10,944,865		
Total	\$103,809,943			\$ 7,555,557	\$ 6,358,435	\$ 69,671,002	60.3%	w/o transf	\$34,138,941		
Interfund Transfers	\$14,058,094			\$ 376,261			50.6%		\$6,948,651		
Operating Fund-10	\$73,775,943	\$11,554,282	\$60,946,799	\$6,806,679	\$5,835,837	\$51,998,993	70.5%		21,776,950	8,947,806	20,502,088
PPEL-36	\$3,850,000	\$2,434,751	\$3,251,962	\$140,220	\$15,621	\$1,793,772	46.6%		2,056,228	1,458,190	3,892,941
Management-22	\$1,062,000	\$2,093,890	\$1,066,796	\$5,607	\$0	\$1,021,414	96.2%		40,586	45,382	2,139,272
Activity-21	\$1,400,000	\$573,221	\$1,082,004	\$98,083	\$101,498	\$926,130	66.2%		473,870	155,874	729,095
Nutrition-61	\$3,354,000	\$1,889,522	\$2,656,274	\$263,744	\$290,946	\$2,255,501	67.2%		1,098,499	400,774	2,290,296
SAVE-33	\$1,025,000	\$21,942,700	\$8,242,355	\$0	\$0	\$1,392,665	135.9%		(367,665)	6,849,690	28,792,390
Debt Service-40	\$9,360,000	\$3,477,311	\$7,755,871	\$0	\$3,000	\$5,279,655	56.4%		4,080,345	2,476,216	5,953,527
Other Capitol Projects-35	\$9,500,000	\$3,998,305	\$3,672,279	\$193,993	\$93,375	\$4,747,034	50.0%		4,752,966	(1,074,756)	2,923,549
PERL-24	\$433,000	\$417,428	\$239,542	\$30,132	\$2,828	\$129,747	30.0%		303,253	109,795	527,223
Aquatic Center-65	\$50,000	\$6,691	\$199,349	\$16,177	\$13,296	\$119,972	239.9%		(69,972)	79,377	86,068
Student Store-68		\$0	\$8,117	\$921	\$2,036	\$6,119				1,999	1,999
Total	\$103,809,943	\$48,388,101	\$89,121,349	\$7,555,557	\$6,358,435	\$69,671,002	67.1%		34,138,941	19,450,347	67,838,448
Interfund Transfers	\$14,058,094		\$7,485,703	\$376,261	\$376,261	\$7,485,703	0.0%		6,572,391		

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2014-2015

Fiscal Year: 2014-2015 Account Number	Date Range: 07/01/2014 - 04/30/2015		Increases	Decreases	
	Title	Beginning Balance	Debits	Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	17,965,552.15	100,180,370.69	97,977,007.38	20,168,915.46
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	62,680.12	62,680.12	0.00
21.0002.0000.000.0000.101000	CASH IN BANK	599,034.00	3,442,381.42	3,314,941.83	726,473.59
22.0006.0000.000.0000.101000	CASH IN BANK	2,091,274.08	5,253,476.68	5,205,477.94	2,139,272.82
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	27,856.64	27,856.64	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	419,043.14	1,097,616.43	989,434.28	527,225.29
33.0000.0000.000.0000.111008	REV BOND RESERVE INVESTMENT	321,500.00	643,000.00	643,000.00	321,500.00
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	3,770,000.00	3,770,000.00	1,885,000.00
33.0000.0000.000.0000.111011	1.555 RESERVE CD	694,000.00	1,388,000.00	1,388,000.00	694,000.00
3.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	1,888,561.60	1,888,561.60	944,280.80
3.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	1,933,606.24	1,933,606.24	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	1,080,484.59	10,876,525.19	10,983,599.03	973,410.75
35.0003.0000.000.0000.101000	CASH IN BANK	4,404,883.06	16,158,483.81	17,660,843.97	2,902,522.90
6.0003.0000.000.0000.101000	CASH IN BANK	2,563,476.66	8,463,101.07	7,204,255.07	3,822,322.66
0.0003.0000.000.0000.101000	CASH IN BANK	3,465,221.99	14,699,251.05	12,210,945.94	5,953,527.10
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	1,261,343.29	1,261,343.29	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,251,467.30	4,019,719.92	3,678,775.00	1,592,412.22
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	77,786.60	77,786.60	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	31,679.80	234,791.51	180,403.16	86,068.15
8.0002.0000.000.0000.101000	CASH IN BANK	0.00	8,377.35	6,378.66	1,998.69
		38,683,700.69	175,486,929.61	170,464,896.75	43,705,733.55

End of Report

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