



School Board Regular Meeting Minutes July 15, 2019

100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education regular meeting was called to order at 5:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Isenberg, Lausen, Mehaffey, Nelson, and Weaver. Absent: AbouAssaly and Wall.

200: Adoption of the Agenda - Motion 01-07-15

MOTION by Lausen to adopt the agenda with the walk-in exhibit, second by Weaver. Voice vote, all ayes. Motion carried.

300: Audience Communications: No communications received.

400: Informational Reports

401: Marion City Council

Nelson reported that on June 20th the Marion City Council voted to approve the rezoning of land north of 29th Avenue and on either side of Winchester Drive to single and two-family residential. This area is directly south of the Boulder Peak Intermediate property.

402: Cabinet Update - Exhibit 402.1

Superintendent Bisgard shared updates on the construction projects, the revamping of the Strategic Plan, his goals for 2019-20, and clarified a question regarding the road projects near both intermediate buildings.

500: Unfinished Business

501: Resolution Approving Paying Agent/Bond Registrar/Transfer Agent — Exhibit 501.1 **Motion 02-07-15 MOTION** by Lausen to appoint UMB Bank, N.A. of Kansas City, Missouri, to serve as paying agent, bond registrar, and transfer agent; approving the paying agent, bond registrar, and transfer agent agreement; and authorizing the execution of same, second by Weaver. Anderson clarified that the information on the agenda related to bonds is to complete the process of the board-approved bond sale from March. Roll call vote. Ayes: Isenberg, Lausen, Mehaffey, Nelson, and Weaver. Motion carried.

502: Approval of Tax Exemption Certificate -Exhibit 502.1 Motion 03-07-15

MOTION by Lausen to approve the tax exemption certificate as presented, second by Mehaffey. Roll call vote. Ayes: Lausen, Mehaffey, Nelson, Weaver, and Isenberg. Motion carried.

503: Approval of Continuing Disclosure Certificate – Exhibit 503.1 Motion 04-07-15

MOTION by Weaver to approve the continuing disclosure certificate as presented, second by Lausen. Roll call vote. Ayes: Mehaffey, Nelson, Weaver, Isenberg, and Lausen. Motion carried.

504: Amendment of Resolution Regarding Issuance of Bonds – Refer to Exhibit 501.1 **Motion 05-07-15 MOTION** by Lausen to amend the resolution authorizing the issuance of general obligation school and refunding bonds, series 2019, of the Linn-Mar Community School District, State of Iowa, in the

amount of \$53,580,000 and levying a tax for the payment thereof adopted March 11, 2019, second by Weaver. Roll call vote. Ayes: Nelson, Weaver, Isenberg, Lausen, and Mehaffey. Motion carried.

505: Second Reading of Policy Recommendations – Exhibit 505.1 Motion 06-07-15

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

- 605.3 Graduation Requirements
- The full 1000 series was reviewed with changes recommended to the following policies:
 - 1001.8 Public Examination of District Records
 - o 1003.4-R Admin Regulations Regarding School District Volunteers
 - o 1004.1 Community Use of District Buildings/Sites/Equipment
 - o 1004.1-R3 Admin Regulations Regarding Insurance for Employee-Sponsored Activities
 - 1004.4 Use of School Facilities for Private Profit
 - o 1004.4-R Admin Regulations Regarding use of ICN Facilities/Equipment
 - 1004.6 Loan of School Equipment
 - Deletion/replacement of following policies with Facilities Use Manual (1004.1-R1):
 - 1004.1-R1 Admin Regs Regarding Community Use of District Building/Sites/Equip
 - 1004.1-R2 Admin Regulations Regarding Schedule of Rentals
 - 1004.1-E1 Request Use of Facilities
 - 1004.2 Use of Stadium
 - 1004.2-E1 Stadium Use Application
 - 1004.2-E2 Participant Release Form
 - 1004.8 Use of Aquatic Center
 - 1004.8-E1 Aquatic Center Use Application

600: New Business

601: Legislative Priorities for 2019-20 – Exhibit 601.1 *Motion 07-07-15*

Superintendent Bisgard facilitated a discussion on the board's legislative priorities for 2019-20.

MOTION by Lausen to approve Mental Health, Special Education-State, Supplemental State Aid, and Unfunded Mandates as the legislative priorities for 2019-20, second by Weaver. Voice vote, all ayes. Motion carried.

602: Approval of Superintendent's Contract Motion 08-07-15

MOTION by Lausen to approve the 2019-20 contract for Superintendent Shannon Bisgard at a package increase of 2.62%, second by Weaver. Isenberg requested the motion be amended to clarify the actual salary increase of 3%; which is what the licensed teaching staff also received.

AMENDED MOTION by Lausen to approve the 2019-20 contract for Superintendent Shannon Bisgard with a 3% salary increase or a total package increase of 2.62%, second by Weaver. Voice vote, all ayes. Motion carried.

603: Appointment of MIIP Representatives Motion 09-07-15

MOTION by Isenberg to approve Karla Christian, Chief Officer of Human Resources/Executive Director of Public Relations, as representative and JT Anderson, Chief Financial/Operations Officer, as alternate representative for the 2019-20 Metro Interagency Insurance Program, second by Lausen. Voice vote, all ayes. Motion carried.

604: Open Enrollment Requests *Motion 10-07-15*

MOTION by Weaver to approve the open enrollment requests including the walk-in exhibit, second by Lausen. Voice vote, all ayes. Motion carried. *Refer to walk-in exhibit on page 6.*

Approved IN

Name	Grade	Resident District	Reason
Godbey, Jace	K	Cedar Rapids CSD	On Time
Howe, Zayne	K	Cedar Rapids CSD	On Time
Panchal, Disha	5 th	Cedar Rapids CSD	Good Cause
Panchal, Soham	K	Cedar Rapids CSD	On Time
Rachit, Shah	K	Cedar Rapids CSD	On Time

Approved OUT

Name	Grade	Requested District	Reason
Crim, Olyvia	1 st	Marion Independent	Good Cause
Crim, Orion	K	Marion Independent	Good Cause
Yoders, Raven	11 th	Clayton Ridge	Good Cause

700: Consent Agenda Motion 11-07-15

MOTION by Lausen to approve the consent agenda with the removal of the personnel listings for Buchholz, Ludwig, Evans, and Garcia. Weaver congratulated the retirees and asked for clarification on the high number of turnovers of Student Support Associates. Bisgard clarified the turnover was normal at this time of year. Voice vote, all ayes. Motion carried.

701: Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Buchholz, Chad	2019-20 Construction	7/1/19	\$7,500
Byrkeland, Hannah	EX: Multi-Subject Teacher	8/16/19	BA, Step 1
James, Laura	IC: School Counselor	8/16/19	MA, Step 8
Kruckenberg, Mindy	HS: Foreign Language Teacher	8/16/19	BA+12, Step 14
Leighty, Jack	HS: Student Support Services Teacher (ATLAS)	8/16/19	BA+24, Step 15
Ludwig, Dan	2019-20 Construction	7/1/19	\$7,500
Price, Michelle	BW: 5 th Grade Teacher	8/16/19	MA, Step 11 (Correction)
Stevens, Amy	HS: Student Support Services Teacher (ATLAS)	8/16/19	MA, Step 10

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
DeVries, Elizabeth	EH: PE Teacher	6/19/19	Other Employment

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Anderson, Jackson	AC: Aquatic Instructor	6/7/19	\$11.00/hour
Beets, Kameron	HS: From Student Support Assoc to Student Supervisor	8/20/19	\$15.00/hour
Brizard, Sylene	AC: Aquatic Instructor	6/11/19	\$11.00/hour
Bryant, Allison	EX: Student Support Associate	8/20/19	LMSEAA II, Step 6
Budde, Amanda	EX: Student Support Associate	8/20/19	LMSEAA II, Step 10
Cuhel, Melissa	NS: From EH General Help to BW Satellite Manager	8/1/19	SEIU A+.75, Step 1
Evans, Tristan	2019-20 Construction	8/1/19	\$1,500
Fee, Sherri	EX: From Building Secretary to Counselor Secretary	8/1/19	Same
Garcia, Teresa	2019-20 Construction	8/1/19	\$1,500
Gauger, Erin	TR: Seasonal Help	6/10/19	\$10.00/hour
Hansen, Maureen	TR: Seasonal Help	6/10/19	\$12.00/hour
Hastings, Ashlyn	TR: Seasonal Help	6/10/19	\$10.00/hour
Horsey, Ryan	AC: Aquatic Instructor	6/7/19	\$11.00/hour
Kelly, Grace	EX: Student Support Associate	8/20/19	LMSEAA II, Step 10
Kenneson, David	LRC: Computer Technician	7/1/19	\$23.00/hour
Kuehl, Logan	TR: Seasonal Help	6/10/19	\$10.00/hour

Name	Assignment	Dept Action	Salary Placement
Langguth, Sydney	HS: Student Support Associate	8/20/19	LMSEAA II, Step 6
Love, Brynne	From HS Records Secretary to EX Student Support Assoc	8/20/19	LMSEAA II, Step 11
Mitzel, Season	EH: Media Assistant	8/20/19	LMSEAA I, Step 10
Mohwinkle, Karen	From NS IC General Help to EX Building Secretary	8/1/19	LMSEAA IV, Step 10
Releford, Shakira	NE: Student Support Assoc from 7 to 4 hours/day	8/20/19	Same
Riedel, Brianna	From NE .5 Assoc to OR 1.0 Student Support Assoc	8/20/19	Same
Rowell, Steven	NE: Custodian	6/19/19	SEIU C, Step 1
Scott, Deanna	From OR to HS Copy Center Technician	8/1/19	Same
Scott, Sheri	TR: Seasonal Help	6/10/19	\$12.00/hour
Walker, Donna	From EX to HS Student Support Associate	8/20/19	Same
Winn, Sydney	AC: Swim Lessons Coordinator	6/5/19	\$15.00/hour
Woitas, Estella	From EX to HS Student Support Associate	8/20/19	Same
Wood, Kylie	EH: Student Support Associate	8/20/19	LMSEAA II, Step 6

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Burnham, Adams	HS: Student Support Associate	7/19/19	Other Employment
Calcara, Sarah	HS: Student Support Associate	6/7/19	Personal
Christiansen, Myles	AC: Aquatic Instructor	7/3/19	Personal
Crawford, Haley	OR: Student Support Associate	6/5/19	Termination
Gard, Judy	LG: Early Childhood Paraprofessional	6/6/19	Personal
Henkel, Breanna	HS: Interpreter	7/1/19	Other Employment
Kember, Sharayah	IC: Student Support Associate	6/5/19	Other Employment
Kounkel, Margaret	OR: Student Support Associate	6/5/19	Retirement
Kuper, Janea	AC: Aquatic Instructor	6/7/19	Personal
Ranney, Madison	WF: Student Support Associate	6/5/19	Relocation
Santiago, Sofia	NS: BW Satellite Manager	6/6/19	Retirement
Smith, Pam	IC: Student Support Associate	6/5/19	Retirement
Voves, Haley	AC: Aquatic Instructor	7/8/19	Personal

Co/Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Battern, Josh	EX: Head 7 th Gr Volleyball Coach	8/23/19	\$3,255
Broadie, Haley	HS: Asst Varsity Volleyball Coach	8/12/19	\$4,340
Byrkeland, Hannah	HS: Head 9th Gr Volleyball Coach	8/12/19	\$4,340
Cory, Nic	EX: Head 8th Gr Girls' Basketball Coach	8/23/19	\$3,255
Cory, Nic	EX: Asst 8th Gr Boys' Basketball Coach	8/23/19	\$2,894
Crawley, Anthony	HS: Head 9th Gr Football Coach	8/1/19	\$4,340
Kloser, Amanda	HS: Asst Varsity Cross Country Coach	8/1/19	\$2,894
Malicevic, Kenan	HS: Head Varsity Boys' Soccer Coach	7/1/19	\$4,340
Roalf, Edward	ward EX: From Head to Asst 7 th Gr Volleyball Coach 8/23/1		\$2,894
Smith, Scott	OR: From 7 th to 8 th Gr Head Boys' Basketball Coach 8/23/19 \$3,2		\$3,255

Co/Extra-Curricular Staff: Resignation

Name	Assignment	Dept Action	Reason
Schmidt, Kevin	HS: Asst Varsity Boys' Soccer Coach	7/8/19	Personal

702: Approval of June 10th Minutes – Exhibit 702.1

703: Approval of Bills - Exhibit 703.1

704: Approval of Contracts – Exhibits 704.1-12

- 1. Agreement with OPN Architects for the street packages for the intermediate buildings
- 2. Agreement with Hand in Hand for statewide voluntary preschool

- 3. Agreement with Rockwell Collins and Cedar Rapids CSD for statewide voluntary preschool
- 4. Training agreement with Discipline Associates, LLC (DBA Teacher Learning Center)
- 5. Contract with AgVantage FS Energy for propane heating
- 6. Contract with Team Services for construction testing and inspection services for the 35th Avenue intermediate building project
- 7. Contract with Team Services for construction testing and inspection services for the Echo Hill Road intermediate building project
- 8. Agreement with Gallagher Bluedorn for 2019-20 Kaleidoscope Series
- 9. Independent contractor agreement with Jenna Printy for JV POMs choreography
- 10. Lease-purchase agreement with De Lage Landen Public Finance for lease of copiers
- 11. Equipment maintenance agreement with Marco for copiers
- 12. Change order with Garling Construction for Bowman Woods classroom renovation project
- 13. Interagency agreements for special education with Cedar Rapids CSD (1). For student confidentiality, exhibits not provided.

705: Informational Reports - Exhibits 705.1-2

- 1. Financial and cash balance reports as of May 31, 2018
- 2. Financial and cash balance reports as of May 31, 2019

706: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and school board policy 902.6, the district will list for sale obsolete equipment and furnishings on GovDeals.com. *Items for sale: woodworking equipment, 3D printer, trailer, push mower, tires, and lockers.*

800: Board Communications/Calendar/Committees/Advisories

801: Board Communications & Calendar

Date	Time	Event	Location
July 18	5:30 PM	Marion City Council (Mehaffey)	City Hall
Date	Time	Event	Location
August 8	5:30 PM	Marion City Council (Weaver)	City Hall
August 12	5:00 PM	Board Work Session	LRC Boardroom
August 12	7:00 PM	Board Regular Meeting	LRC Boardroom
August 15	7:30 AM	Finance/Audit Committee	LRC Conference Room 203
August 20	7:15 AM	Staff Welcome Back Breakfast	HS Four Corners
August 20	7:45 AM	Staff Welcome Back Assembly	HS Auditorium
August 22	5:30 PM	Marion City Council (Isenberg)	City Hall
August 26	5:00 PM	Board Work Session	LRC Boardroom
August 26	7:00 PM	Board Regular Meeting	LKC Buardiouiii

802: Committees/Advisories

Committees/Advisories	Board Representatives
Finance/Audit Committee	AbouAssaly, Lausen, and Nelson
Policy/Governance Committee	Isenberg, Wall, and Weaver
Career & Technical Education Advisory Committee (CTE)	Nelson and Mehaffey
School Improvement Advisory Committee (SIAC)	AbouAssaly and Mehaffey
Iowa BIG Advisory Board	Isenberg
Linn County Conference Board	Lausen
Facilities Advisory Committee	Nelson and AbouAssaly

MOTION by Lausen to adjourn the regular meeting at	5:34 PM, second by Weaver. Voice vote, all
ayes. Motion carried.	

Sondra Nelson, Board President
 IT Andorson Doord Constant/Transcurer
JT Anderson, Board Secretary/Treasurer

Walk-In Exhibit

Submitted by Associate Superintendent Nathan Wear

Open Enrollment Requests:

Approved OUT

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Name	Grade	Requested District	Reason
Rstom, Carter	11 th	Marion Independent	Good Cause
Thompson, Garmai	11 th	Marion Independent	Good Cause



Updates from the Cabinet July 15, 2019

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

Linn-Mar Booster Club: The Booster Club recently approved their 2019-20 budget of \$167,000 to fund extra-curricular activities involving academics, arts, and athletics for the high school and middle schools. For the past four years, between a student's freshman and senior years, the Booster Club has funded approximately \$670,000. www.linnmarboosterclub.org

Technology Services:

- The Citrix Farm to serve the virtual Project Leads the Way applications is up and in testing
- David Kenneson joined the Technology Services staff as a technician on July 1st

New Soccer Coach: Congratulations to Kenan Malicevic for being named Head Soccer Coach for the boys' team. Malicevic is originally from Travnik, Bosnia, and moved to Cedar Rapids in 2005 as an exchange student. He then went on to attend Drake University and has coached several professional clubs, including the Cedar Rapids Rampage as well as teams in Bosnia and Poland.



5th/6th Grade Intermediate Buildings: Groundbreaking ceremonies were held for both 5th-6th grade intermediate buildings on June 27th. Members of the school board, Superintendent Bisgard, and several leaders from the community took part in the events. Both buildings are scheduled to open for the 2020-21 school year and will house approximately 800 students and host 32 general education classrooms.

- Hazel Point Intermediate School will be located at 453 Echo Hill Road with students from Bowman Woods, Echo Hill, and Westfield attending and Chad Buchholz serving as principal.
- Boulder Peak Intermediate School will be located at 3920 35th Avenue with students from Indian Creek, Linn Grove, Novak, and Wilkins attending and Dan Ludwig serving as principal.

For more information, click here to visit the Intermediate Buildings web page.





ITEMS TO INCLUDE ON AGENDA

LINN-MAR COMMUNITY SCHOOL DISTRICT

\$53,580,000 General Obligation School and Refunding Bonds, Series 2019

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent, Bond Registrar and Transfer Agent Agreement, and Authorizing the Execution of Same.
- Approval of form of Tax Exemption Certificate.
- Approval of Continuing Disclosure Certificate.
- Resolution Amending the Resolution Authorizing the Issuance of Bonds and Levying a Tax for the Payment Thereof Adopted March 11, 2019.

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

					ool District, ii		
State of Iowa,	met in		session, i	n the Board l	Room, Learni	ing Resourc	e Center,
2999 North 1	0th Street,	Marion, Iov	va, at 7:00 I	P.M., on the	above date.	There were	present
President		, in the ch	nair, and the	following nar	med Board M	embers:	
		<u> </u>	.			_	
	Absent: _	-				_	

* * * * * * *

Board Member	introduced the following Resolution entitled
"RESOLUTION APPOINTING UMB BAN	NK, N.A. OF KANSAS CITY, MISSOURI TO
	STRAR, AND TRANSFER AGENT, APPROVING
	R AND TRANSFER AGENT AGREEMENT AND
•	AME" and moved its adoption. Board Member
	to adopt. The roll was called and the vote was,
seconded the motion	to adopt. The foil was canca and the vote was,
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11/110.	· · · · · · · · · · · · · · · · · · ·
The President declared the Resolution	adopted.
*	* * * *
Roard Member	moved that the form of Tax Exemption
Certificate he placed on file and approved Bo	ard Member seconded the
motion. The roll was called and the vote was,	ara montoor seconded the
motion. The foir was carred and the vote was,	
AYES:	
NAYS:	
The President declared the motion add	pted.

Board Member	moved that the form of Con	tinuing Disclosure
Certificate be placed on	file and approved. Board Member	seconded the
motion. The roll was cal	led and the vote was,	
AYES:		
NAYS:		
701 D 11 (1		
The President de	clared the motion adopted.	
	* * * * *	
Board Member	introduced the following INDING THE RESOLUTION AUTHORIZING TH	Resolution entitled
	ION SCHOOL AND REFUNDING BONDS, SERII	
	NITY SCHOOL DISTRICT, STATE OF IOWA, IN T	
\$53,580,000, AND L	EVYING A TAX FOR THE PAYMENT THEF	REOF ADOPTED
	d moved its adoption. Board Member	seconded
the motion to adopt. The	e roll was called and the vote was:	
AYES:		
NAYS:		
		·
The President de	eclared the Resolution adopted.	

RESOLUTION APPOINTING UMB BANK, N.A. OF KANSAS CITY, MISSOURI, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF SAME

WHEREAS, pursuant to the provisions of Iowa Code chapter 75, \$53,580,000 General Obligation School and Refunding Bonds, Series 2019, dated July 23, 2019, have been sold and action should now be taken to provide for the maintenance of records, registration of Bonds and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Board has deemed that the services offered by UMB Bank, n.a. of Kansas City, Missouri, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered Bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared and is deemed suitable for the purpose:

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. That UMB Bank, n.a. of Kansas City, Missouri, is appointed to serve as Paying Agent, Bond Registrar, and Transfer Agent in connection with the issuance of \$53,580,000 General Obligation School and Refunding Bonds, Series 2019, dated July 23, 2019.
- Section 2. That the Agreement with UMB Bank, n.a. of Kansas City, Missouri, is approved and that the President and Secretary of the School Board are authorized to sign the Agreement on behalf of the School District.

PASSED AND APPROVED this 15th day of July, 2019.

	President of the Board of Directors
ATTEST:	
Secretary of the Board of Directors	

RESOLUTION AMENDING THE RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOL AND REFUNDING BONDS, SERIES 2019, OF THE LINN-MAR COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, IN THE AMOUNT OF \$53,580,000, AND LEVYING A TAX FOR THE PAYMENT THEREOF ADOPTED MARCH 11, 2019

WHEREAS, the Linn-Mar Community School District in the County of Linn, State of Iowa, is a public school corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Board of Directors of the School District, in accordance with Iowa Code chapter 296, received a petition which was signed by qualified electors numbering at least 25% the voters voting at the last regular school election, asking that an election be called, and at a meeting called by the President of the Board of Directors, within ten days after receipt of the petition, called an election and submitted on September 11, 2018, the following proposition:

Shall the Board of Directors of the Linn-Mar Community School District in the County of Linn, State of Iowa, be authorized to contract indebtedness and issue General Obligation Bonds in an amount not to exceed \$55,000,000 to provide funds to construct, build, furnish and equip two 5th-6th grade intermediate buildings and to improve those sites?

and gave notice of the election and of the proposition; and

WHEREAS, the election was conducted on the date and the proposition was legally submitted, approved and no contest was made; and

WHEREAS, \$10,000,000 of the Bonds authorized at the election have been issued, and it is now necessary to issue \$45,000,000 of the remaining General Obligation School Bonds authorized at said election, and to amend the Resolution Levying a Tax for the Payment Thereof, adopted March 11, 2019;

WHEREAS, the Linn-Mar Community School District is in need of funds to pay costs of refunding existing general obligation indebtedness as set forth in the schedule of bonds to be refunded, Schedule A (the "Refunded Bonds"), attached to this Resolution, and it is deemed necessary and advisable that the Linn-Mar Community School District should issue its General Obligation School and Refunding Bonds, Series 2019, for this purpose; and

WHEREAS, it presently appears that the benefits may be realized and at the same time savings may be effected in the debt service fund requirements of the School District by refunding of the bonds set forth in Schedule A; and

WHEREAS, pursuant to the provisions of Iowa Code chapter 75, the above-mentioned bonds were sold at public sale and action should now be taken to issue the bonds conforming to the terms and conditions of the best bid received at the advertised public 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 have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:
 - "BAM" means Build America Mutual Assurance Company, or any successor thereto.
 - "Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
 - "Blanket Issuer Letter of Representations" means the Representation Letter from the Issuer to DTC, with respect to the Bonds.
 - "Bond(s)" means the \$53,580,000 General Obligation School and Refunding Bonds, Series 2019, authorized to be issued by this Resolution.
 - "Bond Fund" means the fund created in Section 3 of this Resolution for the deposit of taxes which are pledged for the payment of principal and interest on the Bonds.
 - "Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
 - "Continuing Disclosure Certificate" means the Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time.
 - "DTC" means The Depository Trust Company, New York, New York, which will act as securities depository for the Bonds pursuant to the Representation Letter.
 - "Debt Service Fund" means the Bond Fund.
 - "Depository Bonds" means the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
 - "Issuer," "School District," and "District" mean the Linn-Mar Community School District in the County of Linn, State of Iowa.
 - "New Money Portion" shall mean \$45,000,000 of the \$53,580,000 Bonds, authorized to be issued by this Resolution.

- "Notice of Sale" means the official Notice of Sale as published on May 22, 2019.
- "Participants" means those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" means UMB Bank, n.a., or successor as may be approved by Issuer and who will carry out the duties as Issuer's agent to provide for the payment of principal of and interest on the Bonds when due.
- "Policy" means the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Bonds when due
- "Project Fund" means the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" means the fund of that name established pursuant to the Tax Exemption Certificate.
- "Refunded Bonds" means all of the \$10,000,000 General Obligation School Refunding Bonds dated April 12, 2011.
- "Refunded Portion" means \$8,580,000 of the \$53,580,000 Bonds, authorized to be issued by this Resolution.
 - "Refunding Bonds" means the Bonds.
- "Registrar" means UMB Bank, n.a. of Kansas City, Missouri, or successor as may be approved by Issuer and who will carry out the duties with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar will also act as Transfer Agent for the Bonds.
 - "Resolution" means this resolution authorizing the issuance of Bonds.
- "Secretary" means 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.
- "Security Documents" means the resolution, trust agreement, ordinance, loan agreement, bond, note and/or any additional or supplemental document executed in connection with the Bonds.
 - "Sinking Fund" means the Bond Fund.

- "Tax Exemption Certificate" means the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" means 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.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a. <u>Levy of Annual Tax</u>. For the purpose of providing funds to pay the principal and interest of the Bonds authorized to be issued, there is levied for each fiscal year the following direct annual tax on all of the taxable property within the Linn-Mar Community School District in the County of Linn, State of Iowa:

AMOUNT	FISCAL YEAR ENDING JUNE 30
AMOUNT	<u> 3014E 30</u>
\$1,949,598	2020
1,976,150	2021
1,973,650	2022
1,921,150	2023
4,261,150	2024
5,074,150	2025
5,070,650	2026
5,074,150	2027
5,073,900	2028
5,072,500	2029
5,070,100	2030
5,072,400	2031
5,070,950	2032
4,070,750	2033
3,806,650	2034
3,552,350	2035
3,457,700	2036
3,168,050	2037
3,094,250	2038
1,030,000	2039

- b. <u>Resolution to be Filed With County Auditor</u>. A certified copy of this Resolution shall be filed with the County Auditor of the County of Linn, State of Iowa, who is instructed in and for each of the years, to levy, assess and collect the tax in the same manner as other taxes of the School District and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Bonds.
- c. <u>Additional School Funds Available</u>. Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid

when due from current funds of the District available for that purpose and reimbursement must be made.

d. The levy of taxes for the debt service fund for the Refunded Bonds for collection during the fiscal years ending June 30, 2020, inclusive, must be levied, collected and applied for principal and interest of the Refunded Bonds until the date of redemption of the Refunded Bonds on July 25, 2019.

Tax levies made pursuant to the provisions of Iowa Code Chapter 76 for payment of the Refunded Bonds, Schedule A, remain in effect but need not be included in the budget, spread upon the tax rolls or collected in any year in which the Issuer certifies to the County Auditor that the Issuer has available moneys to pay the principal and interest of Refunded Bonds.

Section 3. <u>Bond Fund</u>. The taxes must be assessed and collected each year at the same time and in the same manner and in addition to all other taxes for the School District. When collected, these taxes must be deposited into a fund to be known as the "SCHOOL BOND FUND 2019," which is pledged for the payment of principal and interest of the Bonds. Whenever this School District has on hand funds from any other source other than taxation which may be appropriated either to the payment of principal or interest or both, the funds may be appropriated and used and the levy provided for in Section 2 of this Resolution may be correspondingly reduced; and in the fund (in addition to the taxes above provided for) thus pledged, there is included annually all sums which may be legally included under the apportionment of any state or local tax revenues from whatever source derived to the extent necessary to meet current requirements for Bond principal and interest.

Section 4. Application of Bond Proceeds.

- a. There is hereby created a Project Fund into which the proceeds of the New Money Portion of the Bonds, other than accrued interest as provided below, must be credited and expended for the purposes of issuance. Any amounts on hand in the Project Fund are available for the payment of the principal of or interest on the Bonds at any time that other funds are insufficient to the purpose and the funds must 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 or this Resolution. Accrued interest, if any, must be deposited in the Bond Fund.
- b. All of the Refunded Portion of the proceeds derived from the sale of the Bonds, except for accrued interest which must be deposited in the Bond Fund created by Section 4 of this Resolution, are placed in escrow with the Issuer. The Issuer shall 1) hold proceeds in a special and irrevocable trust fund, 2) invest proceeds only in cash or direct obligations of the United States, and 3) apply proceeds and earnings only in accordance with the terms and conditions of the Resolution.
- Section 5. <u>Investments of Bond Fund Proceeds</u>. All moneys held in the "SCHOOL BOND FUND 2019," provided for by Section 3 of this Resolution must be invested as 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 of or interest on the bonds.

Section 6. <u>Bond Details, Execution and Redemption.</u>

a. <u>Bond Details</u>. Bonds designated "GENERAL OBLIGATION SCHOOL AND REFUNDING BONDS, SERIES 2019," are issued pursuant to the provisions of Iowa Code chapter 296 for the authorized purpose, dated July 23, 2019, and bear interest from that date, until payment, at the office of the Paying Agent, interest payable on November 1, 2019 and semiannually thereafter on the 1st day of May and November in each year until maturity at the rates provided.

The Bonds must be executed by manual or authorized signature of the President of the Board and attested by the manual or authorized signature of the Secretary of the Board, and must be fully registered as to both principal and interest as provided in this Resolution; principal and interest will be payable at the office of the Paying Agent. Each Bond must be in the denomination of \$5,000, or multiples thereof.

The Bonds will mature and bear interest as follows:

Refunded Portion Principal Amount	New Money Portion Principal Amount	Total Principal Amount	Interest <u>Rate</u>	Maturity <u>May 1</u>
\$ 445,000	\$ 0	\$ 445,000	5.000%	2020
50,000	0	50,000	5.000	2021
50,000	0	50,000	5.000	2022
2,020,000	320,000	2,340,000	5.000	2024
2,935,000	335,000	3,270,000	5.000	2025
3,080,000	350,000	3,430,000	5.000	2026
0	3,605,000	3,605,000	5.000	2027
0	3,785,000	3,785,000	4.000	2028
0	3,935,000	3,935,000	4.000	2029
0	4,090,000	4,090,000	3.000	2030
0	4,215,000	4,215,000	3.000	2031
0	4,340,000	4,340,000	3.000	2032
0	3,470,000	3,470,000	3.000	2033
0	3,310,000	3,310,000	3.000	2034
0	3,155,000	3,155,000	3.000	2035
0	3,155,000	3,155,000	3.000	2036
0	6,935,000	6,935,000	3.000	2039 ⁽¹⁾

(1) Term Bonds Maturing May 1, 2039. Bonds in the aggregate principal amount of \$6,935,000 shall be issued as Term Bonds maturing as to principal on May 1, 2039, shall bear interest at 3.000% 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:

The 2039 Term Bonds

Principal Amount of Mandatory Redemption	Interest Rate	Date of Redemption May 1
\$2,960,000	3.000%	2037
2,975,000 1,000,000	3.000 3.000	2038 2039*

* Final Maturity

b. Optional Redemption. Bonds maturing after May 1, 2026, may be called for optional redemption by the Issuer on that date, and on any 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 less than all of a maturity is called for redemption, the Issuer will direct the Registrar to notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. If DTC is no longer providing services with respect to the Bonds, 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. All prepayments shall be at a price of par plus accrued interest.

The principal amount of any 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 Term Bonds in such order as the Board shall determine.

Section 7. DTC - Registration.

Section 7.1. The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bond registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

Section 7.2. The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, n.a. kept by

the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the person selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

Section 7.3. In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

Section 7.4. Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

Section 7.5. In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

Section 7.6. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed. The Representation Letter is on file with DTC and sets forth

certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds.

Section 7.7. In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates.

Section 7.8. The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. <u>Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.</u>

- a. Registration. The ownership of Bonds may be transferred only by entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, n.a. of Kansas City, Missouri 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 for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds must 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 at the office of the Registrar together with an assignment executed by the holder or duly authorized attorney in such form as is satisfactory to the Registrar, along with the address and social security number or federal employer identification number of transferee (or, if registration is to be made in the name of multiple individuals, of all 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 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. Ownership. As to any Bond, the person whose name is registered on the Registration Books of the Registrar as owner shall be deemed as the absolute owner for all purposes, and payment of or on account of the principal of any Bond and the premium, if any, and interest shall be made only to or upon the order of the registered owner or the owner's legal representative. All payments shall be valid and satisfy and discharge the liability upon the Bond, including the interest thereon, to the extent of the sum 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 cancelled by the Registrar shall be destroyed and a certificate of the destruction shall be furnished promptly to the Issuer; provided that if the Issuer directs, the Registrar shall forward the cancelled Bonds to the Issuer.
- f. Non-Presentment of Bonds. In the event any payment check representing payment of principal or interest on the Bonds is returned to the Paying Agent or if any Bond 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 are available to the Paying Agent for the benefit of the owner, all liability of the Issuer to the owner for interest or payment of the Bonds will cease, terminate and be completely discharged, and thereafter it shall be the duty of the Paying Agent to hold the funds, without liability for principal of or such interest, for the benefit of the owner of the Bonds who shall thereafter be restricted exclusively to such funds for any claim on the owner's 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 and six months following the date on which interest or principal became due, whether at maturity, or at the date fixed for redemption, or otherwise, at which time the Paying Agent shall surrender any remaining funds to the Issuer whereupon any claim under this Resolution by the Owners of such interest or principal on the Bonds of whatever nature must be made upon the Issuer.
- g. <u>Registration and Transfer Fees</u>. The Registrar shall furnish to each owner, at the Issuer's expense, one Bond for each annual maturity. The registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.
- Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In any case any outstanding Bond becomes mutilated or 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 the mutilated Bond to Registrar, upon surrender of the 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 the 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 incurred by the Issuer in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder or designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All payments will fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the President and Secretary of the Board of Directors shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall by manual signature authenticate the Bonds and deliver them to or upon order of the Purchaser. No Bond is valid or obligatory for any purpose or entitled to any right or benefit unless the Registrar manually endorses and executes on the Bond a certificate of authentication substantially in the form of the certificate herein set forth. The certificate is conclusive evidence that the authenticated Bond has been duly issued under this Resolution and that the holder is entitled to the benefits of this Resolution.

Bonds may not be authenticated and delivered by the Registrar unless and until there have been provided the following:

- 1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
- 2. A written order of Issuer signed by the Secretary of the Board of Directors, directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
- 3. The approving opinion of Ahlers & Cooney, P.C., bond counsel, concerning the validity and legality of all the Bonds proposed to be issued.
- Section 12. <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 of each registered Bondholder.

Section 13. Insurer Provisions.

13.1. <u>Notice and Other Information to be given to BAM</u>. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. 2019B0354, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the

Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

13.2. <u>Amendments, Supplements and Consents.</u>

- a. Amendments. Wherever any Security Document requires the consent of Bondholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.
- b. Consent of BAM Upon Default. Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the trustee, paying agent, registrar, or similar agent (the "Trustee") for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Insured Obligations without BAM's written consent.
- 13.3. <u>BAM As Third Party Beneficiary</u>. BAM is explicitly recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

13.4. Policy Payments.

- a. In the event that principal and/or interest due on the Bonds shall be paid by BAM pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.
- b. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Trustee shall agree for the benefit of BAM that:
 - i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Document and the Bonds; and

- ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of and interest on the Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.
- Special Provisions for Insurer Default: If an Insurer Default shall occur and c. be continuing, then, notwithstanding anything in paragraph B above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (3), "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

Section 14. Form of Bond. Bonds shall be printed substantially in the form as follows:

(Form of Bond)

"Registered"			"Registered"
Certificate No		Principal Am	nount: \$
GENERAL	LINN-MAR COM CC	TATE OF IOWA IMUNITY SCHOOL DISTRIC DUNTY OF LINN OOL AND REFUNDING BONE	
Rate	<u>Maturity</u>	Bond Date	CUSIP No.
%	May 1,	, 2019	

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

CEDE & CO.

or registered assigns, the principal sum of (principal amount written out) Thousand Dollars in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender at the designated office of UMB Bank, n.a., Paying Agent of this issue, or successor, with interest on the sum from the date hereof until paid as the per annum specified above, payable on November 1, 2019, and semiannually thereafter on the 1st day of May and November 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.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and a certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to another entity as requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch the registered owner hereof, Cede & Co., has an interest herein.

This Bond is issued pursuant to the provisions of Iowa Code chapter 296 for the purpose of paying costs to construct, build, furnish and equip two 5th-6th grade intermediate buildings and to improve those sites for the New Money Portion of the Bonds; and issued pursuant to Iowa Code

chapter 298 for the purpose of currently refunding the Refunded Bonds for the Refunded Portion of the Bonds, in conformity to a Resolution passed and approved by the Board of Directors of the District.

Bonds maturing after May 1, 2026, may be called for optional redemption by the Issuer on that date, and on any 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 less than all of a maturity is called for redemption, the Issuer will direct the Registrar to notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. If DTC is no longer providing services with respect to the Bonds, 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. All prepayments shall be at a price of par plus accrued interest.

Term Bonds maturing in 2039 are subject to mandatory redemption and payment at par and accrued interest, in the principal amounts set forth in the Resolution, on May 1 of the years 2037 to 2039, inclusive.

Ownership of this Bond may be transferred only by transfer upon the books kept by UMB Bank, n.a., the Registrar. Transfer on the books may occur only upon surrender of this Bond at the office of the Registrar, together with an assignment executed by the owner or authorized attorney in form satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall promptly give notice to registered bondholders of the 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 Bond Resolution.

And it is represented and certified that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to be done precedent to and in the issuing of this Bond have been properly done, happened and been performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and that the total indebtedness of the Linn-Mar Community School District in the County of Linn, State of Iowa, including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer, by its Board of Directors, has caused this Bond to be signed by the manual or facsimile signature of the President of the Board and attested by the manual or facsimile signature of the Secretary of the Board, and to be authenticated by the manual signature of UMB Bank, n.a. of Kansas City, Missouri.

signature of UMB Bank, n.a. of Kansas City, Mis	SOUTI.
Date of authentication: Closing Date	BOARD OF DIRECTORS OF THE LINN-MAR COMMUNITY SCHOOL DISTRICT IN THE
This is one of the Bonds described in the Resolution, as registered by UMB Bank, n.a. of	COUNTY OF LINN, STATE OF IOWA
Kansas City, Missouri.	By: (manual or facsimile signature) President of the Board
UMB BANK, N.A. OF KANSAS CITY, MISSOURI, Registrar	ATTEST:
By:Authorized signature	By: <u>(manual or facsimile signature)</u> Secretary of the Board
Registrar and Transfer Agent: UMB Bank, n.a.	
Paying Agent: UMB Bank, n.a.	
(Seal)	
STATEMENT O	F INSURANCE
Build America Mutual Assurance Cordelivered its municipal bond insurance policy payments due of principal of and interest on this For its successor, as paying agent for the Bonds (to available for inspection at the principal office of obtained from BAM or the Paying Agent. All pay be made in accordance with the provisions there acknowledges and consents (i) to the subrogation forth in the Policy and (ii) that upon the occurred default under the Resolution or this Bond, BAM sifter all purposes and shall be entitled to control and granted to the owners of the Bonds or the trustee benefit of such owners under the Resolution, at la	Bond to UMB Bank, n.a., Kansas City, Missouri, the "Paying Agent"). Said Policy is on file and f the Paying Agent and a copy thereof may be ments required to be made under the Policy shall cof. By its purchase of these Bonds, the owner in and all other rights of BAM as more fully set ince and continuance of a default or an event of the hall be deemed to be the sole owner of the Bonds direct the enforcement of all rights and remedies appaying agent, registrar or similar agent for the

20

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (Social Security or Tax Identification No. _____) this

Bond and constitutes and appoints on the books kept for registration of this B	attorney in fact to transfer this Bond ond, with full power of substitution in the premises.
<u> </u>	
Dated	
(Person(s) execution	ng this Assignment sign(s) here)
SIGNATURE GUARANTEED)	
IMPORTAN'	Γ - READ CAREFULLY
of the Registrar and Transfer Agent which	ccordance with the prevailing standards and procedures the may require signatures to be guaranteed by certain ipate in a recognized signature guarantee program.
INFORMATION REQUIRED	FOR REGISTRATION OF TRANSFER
Social Security or Tax Identification Number of Transferee(s)	
Transferee is a(n):	
	Corporation
Individual* Partnership	Truct
*If the Bond is to be registered in the nam owners and one address and social security	es of multiple individual owners, the names of all such number must be provided.
	n used in the inscription on the face of this Bond, shall according to applicable laws or regulations:
IA UNIF TRANS MIN ACT (C	es of survivorship and not as tenants in common Custodian Cust) (Minor) er Iowa Uniform Transfers to Minors Act(State)
	A DEDELITATION OF THE PROPERTY

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

Section 15. <u>Contract Between Issuer and Purchaser</u>. This Resolution constitutes a contract between the School District and the Purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds 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 the Bonds it will comply with the requirements of the statute and regulations issued thereunder. The Refunded Portion of the proceeds from the sale of the Bonds shall be deposited in trust as provided in Section 4b hereof.

The New Money Portion of the proceeds of the Bonds and the investment income therefrom will not be used in a manner which would cause any of the Bonds to be an "arbitrage bond" within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of 1986. On the date of delivery of the Bonds the Issuer will execute the Tax Exemption Certificate which establishes the reasonable expectations regarding the use of the proceeds of the Bonds in the manner required by Section 148(a) and (b) of the Internal Revenue Code and regulations issued or proposed 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 proceed with due diligence to spend the New Money Portion of the proceeds of the Bonds for the purpose set forth in this Resolution.

Any funds received from the Issuer for use of UMB Bank, n.a., as Paying Agent, to pay principal and interest on the bonds to be refunded shall be held in cash or non-interest bearing demand deposits separate from all other moneys or accounts of the Issuer.

Section 17. <u>Severability Clause</u>. If any section, paragraph, clause or provision of this Resolution is held invalid, the invalidity will not affect any of the remaining provisions, and this Resolution shall become effective immediately upon its passage and approval.

Section 18. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the outstanding Bonds 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 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, 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, employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer with such compliance.

Section 19. <u>Amendment of Resolution to Maintain Tax Exemption</u>. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of bond counsel, amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 20. <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 21. <u>Repeal of Conflicting Resolutions and Effective Date</u>. All other 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.

Section 22. <u>Not Qualified Tax-Exempt Obligations</u>. The Bonds shall not be designated as qualified tax-exempt obligations as defined by Section 265(b) of the Internal Revenue Code of the United States, as amended.

Section 23. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

PASSED AND APPROVED this 15th day of July, 2019.

	President of the Board of Directors		
ATTEST:			
Secretary of the Board of Directors			

CER	TIF	iC.	ΑТ	Έ

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned Secretary of the Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twentyfour 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
	Secretary of the Board of Directors of the
	Linn-Mar Community School District

SCHEDULE A

REFUNDED BONDS

\$10,000,000 principal amount of General Obligation School Refunding Bonds, dated April 12, 2011, all of which is now outstanding and is being currently refunded and scheduled to mature on May 1, 2024 to May 1, 2026, inclusive, and bearing interest as follows:

Maturity Schedule for Refunded Bonds

Maturity Principal Date Amount		Interest <u>Rate</u>	CUSIP <u>Numbers</u> *	
May 1, 2024	\$2,535,000	3.250%	536036 NL6	
May 1, 2025	3,665,000	3.500	536036 NM4	
May 1, 2026	3,800,000	3.500	536036 NN2	

^{*}No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.

01568718-1\18139-050

EXHIBIT B

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Treasurer of Linn-Mar Community School District. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the Linn-Mar Community School District, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$53,580,000 General Obligation School and Refunding Bonds, Series 2019, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the New Money Portion of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the New Money Portion of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITT	NESS WHEREOF , 2019.	, I hereunto affix my official signature this	day of
		LINN-MAR COMMUNITY SCHOOL	DISTRICT
		By:	 urd

01568850-1\18139-050

TAX EXEMPTION CERTIFICATE

of

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

\$53,580,000 General Obligation School and Refunding Bonds, Series 2019

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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EXHIBIT B CONSTRUCTION ISSUE CERTIFICATION

TAX EXEMPTION CERTIFICATE

LINN-MAR COMMUNITY SCHOOL DISTRICT, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on July 23, 2019, 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 \$53,580,000 General Obligation School and Refunding Bonds, Series 2019 (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 \$53,580,000 aggregate principal amount of General Obligation School and Refunding Bonds, Series 2019, 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 360day 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.
- "Current Refunded Portion" shall mean \$8,580,000 of the Bonds issued to refund the Refunded Bonds.
- "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) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-l(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$57,589,900.50, as set forth in Exhibit A.
- "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.
- "New Money Portion" shall mean \$45,000,000 of the Bonds issued to pay the costs to construct, build, furnish and equip two 5th-6th grade intermediate buildings and to improve those sites.
- "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 for the Current Refunded Portion of the Bonds, to currently refund the Refunded Bonds and, for the New Money Portion of the Bonds, to construct, build, furnish and equip two 5th-6th grade intermediate buildings and to improve those sites as more fully described in the Resolution.
- "Project Fund" shall mean, as to the New Money Portion, the fund established under this Resolution for the deposit of a portion of the Proceeds to pay the costs to construct, build, furnish and equip two 5th-6th grade intermediate buildings and to improve those sites; as to the Current Refunded Portion, "Project Fund" shall mean the portion of the Proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
- "Purchasers" means Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin, constituting the initial purchasers 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.
- "Refunded Bonds" means all of the \$10,000,000 General Obligation School Refunding Bonds, Series 2011A dated April 12, 2011.
 - "Refunding Bonds" means the Current Refunded Portion of the Bonds.
- "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 July 15, 2019, 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 Issue Price Certificate attached to this Tax Exemption Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will 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 Purchasers 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.
- (l) 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 or the Proceeds of the Refunded 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.
- (s) The Issuer has not employed a device in connection with the issuance of the Current Refunded Portion of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

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 (\$53,580,000 par plus re-offering premium of \$4,009,900.50, less underwriter's discount of \$373,052.25), 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) \$249,215 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) As to the New Money Portion, \$46,887,445.33 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. As to the Current Refunded Portion, \$10,080,187.92 will be used together with earnings thereon to pay the principal, interest and redemption premium, if any, on the Refunded Bonds. The Refunded Bonds will be redeemed on July 25, 2019.

Section 2.3 Purpose of Bonds

The Issuer is issuing the New Money Portion of the Bonds to pay the costs to construct, build, furnish and equip two 5th-6th grade intermediate buildings and to improve those sites.

The Issuer is issuing the Current Refunding Portion of the Bonds to currently refund the Refunded Bonds prior to maturity in order to realize debt service savings due to lower interest rates payable on the Refunding Bonds.

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 Refunded Bonds and Bonds were used or 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.

The Issuer has entered into an agreement for childcare services during before and after school hours and summer hours at Echo Hill Elementary Building with YMCA ("YMCA") dated February 6, 2017 (the "YMCA Agreement"). The YMCA Agreement does not create private use because it falls within an exception set forth in Regulation 1.141-3(b)(4) and meets the Safe Harbor Requirements of Revenue Procedure 2017-13. Specifically, the YMCA Agreement: (1) provides reasonable compensation because the Issuer charges a fixed rental fee to cover its cost of operation; (2) the YMCA is for three year period without renewal options but with early termination provisions; (3) the Issuer controls the managed property; (4) the Issuer bears all risk of loss of the managed property; (5) does not allow YMCA to take an inconsistent tax position with being a service provider; and (6) YMCA does not have any role or relationship with the Issuer that limits the Issuer's ability to exercise its rights under the YMCA Agreement.

The Issuer has entered into an agreement for childcare services during before and after school hours and summer hours at Indian Creek, Bowman Woods, Linn Grove, Novak, Wilkins, and Westfield Elementary Building with Hand in Hand ("Hand") dated February 6, 2017 (the "Hand Agreement"). The Hand Agreement does not create private use because it falls within an exception set forth in Regulation 1.141-3(b)(4) and meets the Safe Harbor Requirements of Revenue Procedure 2017-13. Specifically, the Hand Agreement: (1) provides reasonable compensation because the Issuer charges a fixed rental fee to cover its cost of operation; (2) the Hand Agreement is for a three year period without renewal options but with early termination provisions; (3) the Issuer controls the managed property; (4) the Issuer bears all risk of loss of the managed property; (5) does not allow Hand to take an inconsistent tax position with being a service provider; and (6) Hand does not have any role or relationship with the Issuer that limits the Issuer's ability to exercise its rights under the Hand Agreement.

Private Loan Financing Test

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

Refunding of Governmental or Private Activity Exempt Facility Bonds (where Refunded Bonds must meet requirements)

The Issuer will use the Proceeds of the Current Refunded Portion of the Bonds to refund the Refunded Bonds. The Issuer has complied with the covenants and restrictions with respect to arbitrage and investment requirements, yield restrictions, and post-closing restrictions on reissuance, reimbursement and change in use imposed by the Code and Regulations on the Refunded Bonds since the issue date of the Refunded Bonds so as to maintain the tax-exempt status of the interest on the Refunded Bonds. The Issuer will comply with all certifications set forth in Article VIII herein.

The Refunded Bonds were exempt from rebate requirements because they met the 6-month spending exception.

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 financed with the New Money Portion of the Bonds will have commenced and will proceed with due diligence to completion.
- (d) <u>Due Diligence Test.</u> The Issuer has incurred a substantial binding obligation to accomplish the refunding with the Current Refunded Portion of the Bonds. The refunding will proceed with due diligence to completion.
- (e) 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 are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

(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. Obligations pledged to the 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 shall be treated as if
- (b) Qualified guarantees have been used in computing yield. The Purchaser has arranged for Build America Mutual Assurance Company to insure the payment of principal and interest on the Bonds.

(c) The Bond Yield has been computed as not less than 2.5637 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 exceptions is as follows:

Six Month Exception. (Current Refunded Portion)

The Gross Proceeds of the Current Refunded Portion of the Bonds are expected to be fully expended for the governmental purposes for which the Current Refunded Portion of the Bonds were issued no later than six months after the date of issue. If contrary to the reasonable

expectations of the Issuer, the Gross Proceeds of the Current Refunded Portion of the Bonds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code.

Election to Treat as Construction Bonds. (New Money Portion)

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the New Money Portion of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

• Election with respect to future earnings. (New Money Portion)

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 2.75%. Compliance with the final spending period shall be calculated using actual earnings.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 <u>Calculation of Rebate Amount</u>

- (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 for the reasons outlined in Section 2.6(c) hereof. However, 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:
 - (1) 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.
 - (2) 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 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 <u>Investment Pursuant to Investment Contracts and Agreements</u>

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 <u>Investments to be Legal</u>

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 tax-exempt status of the Bonds.

Section 6.3 <u>Internal Revenue Service Audits</u>

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

FURTHER CERTIFICATIONS WITH RESPECT TO THE CURRENT REFUNDED PORTION OF THE BONDS

- (a) Property financed with the Proceeds of the Refunded Bonds will not be sold or disposed of, in whole or in part, prior to the last maturity date of either the obligations or the last maturity of the Current Refunded Portion of the Bonds.
- (b) All of the Proceeds of the Refunded Bonds were used to provide facilities used in the regular operations of the Issuer and neither the facilities nor the output thereof have been or are expected to be used in the trade or business of any person other than the Issuer.
- (c) Reimbursement Allocations and Original Expenditures, if any, reimbursed from proceeds of the Refunded Bonds complied with the Reimbursement Regulations in effect at the time of issuance of the Refunded Bonds.
- (d) The Proceeds of the Current Refunded Portion of the Bonds will be used for a current refunding and the Current Refunded Portion of the Bonds are issued not more than 90 days before the last expenditure of any Proceeds of the Current Refunded Portion of the Bonds for payment of debt service on the Refunded Bonds. The Proceeds of the Current Refunded Portion of the Bonds will be invested in materially higher yield acquired obligations for a temporary period of not to exceed 90 days.
- (e) No Proceeds of the Refunded Bonds remain unspent. No sinking fund has been established for the Refunded Bonds. No amount of proceeds of the Refunded Bonds are invested for a temporary period or as part of a minor portion of the Refunded Bonds.

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

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Linn-Mar Community School District, State of Iowa (the "Issuer"), in connection with the issuance of \$53,580,000 General Obligation School and Refunding Bonds, Series 2019 (the "Bonds") dated July 23, 2019. The Bonds are being issued pursuant to a Resolution of the Issuer approved on July 15, 2019 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. <u>Purpose of the Disclosure Certificate</u>; <u>Interpretation</u>. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. <u>Definitions</u>. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Bonds, dated ______, 2019.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

- a) The Issuer shall, or shall cause the Dissemination Agent to, not later than the 15th day of April of each year following the close of the Issuer's fiscal year (currently June 30), commencing with information for the 2018/2019 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).
- b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

- i. each year file Annual Financial Information with the National Repository; and
- ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. <u>Content of Annual Financial Information</u>. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

- a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.
- b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the caption "Property Valuations", "Tax Rates", "Historic Tax Rates", "Tax Collection History", "Direct Debt", "Debt Limit", and "Financial Summary".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

- a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than 10 Business Days after the day of the occurrence of the event:
 - i. Principal and interest payment delinquencies;
 - ii. Non-payment related defaults, if material;
 - iii. Unscheduled draws on debt service reserves reflecting financial difficulties:
 - iv. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;
 - v. Substitution of credit or liquidity providers, or their failure to perform;
 - vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Bonds, or material events affecting the tax-exempt status of the Bonds;
 - vii. Modifications to rights of Holders of the Bonds, if material;

- viii. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;
 - ix. Defeasances of the Bonds;
- x. Release, substitution, or sale of property securing repayment of the Bonds, if material;
 - xi. Rating changes on the Bonds;
 - xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;
- xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.
- b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.
- c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. <u>Termination of Reporting Obligation</u>. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. <u>Dissemination Agent</u>. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. <u>Amendment; Waiver</u>. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;
- b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. <u>Additional Information</u>. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. <u>Default</u>. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. <u>Duties</u>, <u>Immunities and Liabilities of Dissemination Agent</u>. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. <u>Beneficiaries</u>. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. <u>Rescission Rights</u>. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 23rd day of July, 2019.

	LINN-MAR COMMUNITY SCHOOL DISTRICT, STATE OF IOWA
	By: President
ATTEST:	
By: Secretary of the Board of Directors	

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer:	Linn-Mar Community School District, Iowa.	
Name of Bond Issue:	\$53,580,000 General Obligation School and Refunding Bonds, Series 2019	
Dated Date of Issue:	July 23, 2019	
Information with resp Disclosure Certificate	pect to the above-named Bo e delivered by the Issuer in G	he Issuer has not provided Annual Financial onds as required by Section 3 of the Continuing connection with the Bonds. The Issuer anticipates ed by
Dated: d	lay of, 2	0
		LINN-MAR COMMUNITY SCHOOL DISTRICT, STATE OF IOWA
		By: Its:

01568676-1\18139-050

Policy Title: Graduation Requirements Code 605.3

Students must successfully complete the courses required by the board and the Iowa Department of Education in order to graduate.

It shall be the responsibility of the superintendent [or designee] to ensure that students complete grades one through twelve and that high school students earn a minimum of 250 credit hours to be awarded a Linn-Mar High School diploma.

Early Graduation: Students meeting all requirements for graduation and electing to graduate early must apply for early graduation at least one month prior to the student's final quarter. Applications can be picked up in the high school guidance office and submitted to the principal's office. The principal will meet with each early graduation applicant prior to recommending candidates to the board for approval.

Graduation Requirements: Linn-Mar High School students are required to earn a minimum of 250 credits in order to graduate. In addition, the following department requirements must be met in order to earn a diploma:

- English (40 credits): Must include English 9 or English I (10 credits each), English II (May opt out if pass English I with a 90% or higher grade), English III or Advanced English III, and one speech/acting course (5 credits).
- Mathematics (30 credits): Must include Algebra (10 credits) or Algebra Fundamentals I and Algebra Fundamentals II (20 credits). Students who successfully complete both semesters of Algebra may not take Algebra Fundamentals I or Algebra Fundamentals II to fulfill the Algebra or three year math requirement.
- Science (30 credits): Must include General Biology (10 credits) or Fundamentals of Biology I and Fundamentals of Biology II (20 credits), a physical science course (Chemistry, Physics, or Earth and Physical Science) (10 credits).
- Social Studies (30 credits): Must include US History 9 or US History I (10 credits) or AP US History (15 credits), World History (10 credits), or AP World History (15 credits), American Government (5 credits) or AP American Government (10 credits), and one social studies elective (5 credits).
- Health/Fitness (20 credits): Must include Health I (5 credits). Must include a Lifetime Fitness course each school year.
- Personal Finance (Starting with the class of 2020) (5 credits): Students must receive credit for Personal Finance (5 credits) or granted a waiver through completion of designated, online Financial Literacy course with certificate.

Graduation requirements for students with an Individualized Education Program (IEP) will be in accordance with the prescribed course of study as written in their IEP. Prior to

graduation, the IEP team shall determine whether the graduation requirements have been met. This course of study will be in alignment with the Linn-Mar High School graduation requirements. The IEP team shall determine strategies to meet the graduation requirements for the student.

COMPASS Credits: High School credits are available via the COMPASS Alternative Program. Linn-Mar will accept credit hours for approved courses that can be applied to requirements for the Linn-Mar High School diploma. Students should visit with their assigned counselor or the Academic Assistance Counselor to develop an approved plan for this option.

Post-Secondary Opportunities (PSEO): Credit may be awarded by a college upon successful completion of course requirements. Any college credit determination is made by the individual college.

Advanced Placement: Linn-Mar High School offers Advanced Placement (AP) courses in Art History, Calculus (AB and BC), Statistics, Biology, Chemistry, Physics (B), Computer Science A, English Literature, Microeconomics, Music Theory, Comparative Government, World History, Psychology, US Government, and US History. A minimal number of AP courses are available thru the Iowa AP Online Academy. Students who complete these courses can take a standard AP exam. Many colleges and universities accept AP courses for college credit depending upon individual AP exam scores. More information is available in the high school counseling and TAG office.

Board Recognition: The Board of Education will recognize students who earn 300 or more credits at graduation as Linn-Mar Board of Education Scholars for exceeding graduation requirements at an exemplary level.

Adopted: 12/71 Reviewed: 9/12; 4/18

Revised: 6/11; 10/3; 2/15; 11/18; 6/19

Legal Reference (Code of Iowa): §§ 256.11-11A; 279.8; 280.3, .14 (2013); 281 IAC 12.2, .5; 12.3(5)



School and Community Relations – Public Communications

Policy Title: Public Examination of District Records Code 1001.8

Public records of the school district may be viewed by the public during regular business hours of the administration offices between 7:30 AM and 4:00 PM Monday through Friday except for holidays (including school holidays). Persons wishing to view the district's public records shall contact the communications office to make arrangements for viewing as soon as practical, depending on the nature of the request. Persons requesting copies of public records may make the request in writing, by phone, or electronically. The district may require pre-payment of costs prior to copying and mailing.

Persons requesting copies will be assessed a fee for the copies (\$0.20/sheet) and for the time needed by the employee to collect the requested information. The hourly employee rate shall be \$25.00 and the per sheet cost for paper copies shall be \$0.10. Expenses shall include the actual cost, per hour, of employee time and any legal fees associated with review and/or retraction of records as allowed by Iowa Code Section 22.3(2). In making a determination for charges, a series of requests from one person or organization in a 30-day period or a series of requests from persons in a single organization may be aggregated. For any other materials, cost will be assessed based on the individual request. Payment is due prior to the receipt of information. Printing of materials for the public at the expense of the district will only occur when the event is sponsored by the school district.

Pursuant to Iowa law, the board has determined certain records need to be confidential as their disclosure could jeopardize the safety of persons or property and include but are not limited to the following:

- Security procedures
- Emergency preparedness procedures
- Emergency response protocols
- Evacuation procedures
- Security codes and passwords
- Security and emergency plans
- Information contained in records that if disclosed would significantly increase the vulnerability of critical, physical systems or infrastructure

It is the responsibility of the board secretary to maintain accurate and current records of the school district. It is the responsibility of the communications office to respond in a timely manner to requests for viewing and receiving public information of the school district.

Adopted: 3/00 Reviewed: 4/14; 6/15 Revised: 3/13; 6/19

Related Policy (Code#): 505.6; 505.6-R; 505.6-E2-E7 Legal Reference (Code of Iowa): §§ 21.4, .22; 291.6 (2013)



Administrative Regulations Regarding School District Volunteers

Code 1003.4-R

The Board of Directors recognizes the important contributions that volunteers provide in assisting educational programs of the school system. For consistency, equity, and safety the following regulations shall frame the integration of volunteers and community resources in the Linn-Mar schools.

- 1. Community members volunteering their time will follow employee guidelines in regard to conduct and appearance as described in board policy 403.21. As a role model for students, the board expects appropriate dress, conduct, and respect to maintain an atmosphere that enhances student educational processes.
- 2. Community members serving as school volunteer coordinators are provided access to district email accounts and shall not use the information for profit, personal, or professional gain and shall not share the information without prior consent of the superintendent [or designee]. The purpose of this access is to provide continuity for the volunteer program as volunteers assume and/or leave the position of school volunteer coordinator.
- 3. Information about students and staff that is obtained while visiting district schools or through volunteer responsibilities shall remain confidential.

To become an active volunteer for the Linn-Mar Community School District the following items must be completed prior to volunteering:

- a. Submit a volunteer application and volunteer disclosure statement
- b. Background screening performed by the Community Relations office
- c. Photo taken by the Community Relations office
- d. In-person meeting with the Community Relations Coordinator
- e. Once approved, submit a volunteer disclosure statement on an annual basis

Adopted: 10/08 Reviewed: 3/13; 6/15 Revised: 4/14; 6/19



School and Community Relations - Use of School Facilities

Policy Title: Community Use of School District Buildings/Sites/Equipment Code 1004.1

The Linn-Mar Community School District facilities are owned, maintained, and supported by the public. The Board of Education actively seeks to respond to the educational, recreational, and cultural needs of its community through the total resources of the community schools. The use of school facilities as centers for community participation should be encouraged whenever those activities are beneficial to the community at large. However, all school facilities have been primarily erected and maintained for the use of the students of the Linn-Mar Community School District and shall not be used for any other purpose that will conflict with that use.

The facilities of the school district may be made available for use by certain local, social, civic, or service organizations when the use does not conflict with the education program or school-related activities, with due consideration given to the conservation of energy and district expenses. Users of district facilities must comply with all federal, state, and municipal equal opportunity laws, regulations prohibiting discrimination, and school board policies. The board reserves the right to deny use of district facilities to any group. The use of school facilities for religious services is intended only as a temporary rental service. Approval for building use shall be for one year in length maximum, with annual application. Only indoor sports will be provided indoor facility space for practices. Facilities may not be used for private parties, social events, celebrations, or similar exclusive use. Activities in the school facilities shall be supervised by an employee of the district or an adult group representative unless prior arrangements are made with the superintendent [or designee]. Activities may begin as early as 6:00 AM and must end no later than 10:00 PM. It shall be within the discretion of the superintendent to allow use of district facilities on Sundays.

Organizations, individuals, and other entities who wish to use school district facilities must apply through the office of the chief financial/operating officer (2999 N 10th St, Room 203, Marion, IA 52302) district website. Information and directions regarding the request of facility usage can be found on the district website. It shall be the responsibility of the chief financial/operating officer [or designee] to determine whether the school district facility requested is available and whether the request for use meets board policy and administrative regulations. It shall be the responsibility of the chief financial/operating officer [or designee] to provide approve request forms, obtain proof of insurance, and prepare the contract for use of school district property.

The Linn-Mar Booster Club will have the first right of concessions at any non-school sponsored event open to the public.

It shall be the responsibility of the superintendent [or designee] to develop a fee schedule for the board's approval and to develop administrative regulations regarding this policy.

Adopted: 4/71

Reviewed: 1/11; 4/14; 6/15 Revised: 1/11; 3/13; 6/19

Related Policy (Code#): 1004.1-R1-R2; 1004.3-7

Legal Reference (Code of Iowa): §§ 276; 278.1(4); 279.8; 297.9-11; 123.46 (2013)



Administrative Regulations Regarding Insurance for Employee-Sponsored Activities

Code 1004.1-R3R2

When employees wish to sponsor classes, camps, clinics, leagues, or other activities that involve Linn-Mar students or patrons as a majority of the participants, that are complementary to the district's curricular offerings, co/extra-curricular offerings, or philosophy, and are requesting to use Linn-Mar facilities or equipment without rental costs the following process shall be followed:

- 1. The sponsors are to submit a completed facilities request form and obtain approval from the office of the chief financial/operating officer at least two weeks preceding solicitation of participant registration for the event.
- 2. If the event is a fundraiser all administrative regulations of board Policy 1005.4, *Fundraising/Student Solicitations*, must be followed.
- 3. A preliminary report must be filed by the sponsors with and approved by, the chief financial/operating officer at least two weeks preceding issuance of registration forms for the event. The report shall include: 1) a statement of the purpose of the event, 2) an outline of activities planned, 3) a list of Linn-Mar facilities/equipment to be used, 4) anticipated enrollment, 5) participant fees to be charged, 6) anticipated other income and donations, 7) expected expenses, and 8) a list of staff to be employed and their compensation. The chief financial/operating officer may require adjustments in the report prior to approval.
- 4. When items #1 and #2 (refer above) are completed, the chief financial/operating officer will notify the local representative of the district's insurance carrier that the district has sanctioned the activity and request that the sponsors and participants be included under the protection of the district's insurance coverage.
- 5. If participants are charged a fee by the sponsors, \$1.00/participant may be charged to the sponsors by the district to partially offset district expenses. There will be no fee charged by the district if no fee is charged to participants. Payment is due with the filing of the final report.
- 6. An accurate final report showing all pertinent information will be filed with the chief financial/operating officer within two weeks of the completion of the event. Failure to file a report within this timeline may result in loss of rent-free access to Linn-Mar facilities/equipment for future events. The report will include a list of participants, a list of employees, total fee income, donation income (cash/goods/services), a list of expenses, a list of compensation, and any other information requested.

Adopted: 4/91 Reviewed: 3/13; 6/15 Revised: 1/11; 4/14; 6/19

Related Policy (Code#): 1004.1; 1004.R1-R2; 1004.3-7



School and Community Relations - Use of School Facilities

Policy Title: Use of School Facilities for Private Profit Code 1004.4

Under circumstances deemed appropriate and acceptable by the Board of Education, certain school facilities may be rented and used for private profit. Guiding principles for judging acceptability will be good taste, community welfare, availability of facilities, etc.

School functions will receive priority when scheduling events.

The administrative regulations included in Policy 1004.4-R1 will apply to the use of school facilities.

Adopted: 6/70

Reviewed: 3/13; 4/14; 6/15

Revised: 3/00; 6/19

Related Policy (Code#): 1004.1; 1004.1-R1; 1004.3-7



Administrative Regulations Regarding Community Use of District ICN Facilities and Equipment

Code 1004.4-R

The district's Iowa Communication Network (ICN) facilities/equipment will be available for use as specified by state code. The district will sponsor education-related organizations' use of the ICN upon approval of the superintendent [or designee]. Sponsored ICN user's mission must be consistent with the mission of the school district. Costs associated with the use of the ICN will be passed on by the district to the sponsored user.

Authorized users of the ICN will ensure their use is consistent with their written mission. The ICN will not be used for profitmaking ventures. Authorized users may not resell time on the ICN. Entities that wish to use the district's ICN classroom to originate, receive, or broadcast programming must follow the state's scheduling requirements. It is recommended that entities that wish to use the district's ICN classroom to originate, receive, or broadcast programming contact the district's ICN scheduling office to inform them of their needs.

It is the responsibility of the entities that wish to use the district's ICN classroom to originate, receive, or broadcast programming in compliance with the law regarding authorized use of and content of the programming on the ICN. The district assumes no responsibility or liability of entities using the ICN classroom in violation of the law, the authorized user's mission, or the district's policy and supporting administrative regulations. The district reserves the right to charge all costs, including attorney fees, that may arise to the entity for their failure to comply with the law or district policy and supporting administrative regulations.

The ICN is a statewide telecommunications network designed primarily to enhance learning opportunities for students, employees, and board members. The district recognizes that it is not the only authorized user of the ICN and other users will frequently be using the district's ICN facilities. Sponsored and authorized users of the ICN must comply with state and federal laws in using the ICN.

The Support Services office is responsible for coordinating ICN classroom use. Requests for use of the ICN classroom by employees for the educational program are filed with the chief financial/operating office through the Support Services office.

It is the responsibility of the entity using the ICN classroom to comply with the requirements of the law and district policy and supporting administrative regulations.

- 1. The ICN is a limited access network and sponsored or authorized users cannot use the system for profitmaking ventures.
- 2. The use must be consistent with the mission of the sponsored or authorized user.
- Users cannot resell time on the ICN.
- 4. Sponsored and authorized users are responsible for compliance with the *Americans with Disabilities Act* and *Iowa Civil Rights Act*. Sponsored and authorized users are responsible for making the necessary accommodations and are responsible for obtaining and paying for needed interpreters or interpretive equipment.

- 5. Sponsored and authorized users are required to stay within the ICN classroom and use the most direct route to the ICN classroom. Other district facilities, sites, areas in the district building, or equipment are off limits to authorized users.
- 6. The charge for use of the ICN room is \$12.50 per hour.
- 7. The ICN will be available Monday through Friday from 7:00 AM to 10:00 PM and Saturdays from 8:00 AM to 4:00 PM.
- 8. The sponsored or authorized user is responsible for all site and usage charges.
- 9. A district employee may be present in the district facility while the ICN is in use.
- 10. Food and drink are not permitted in the ICN room.
- 11. First time use of the ICN will require prior training and should be organized through the district ICN scheduler in the Support Services office.
- 12. Use or transmission of copyrighted material, without prior approval of the copyright holder, is strictly prohibited. Appropriate use of copyrighted material is the responsibility of the sponsored or authorized user, not the school district.
- 13. The district reserves the right to amend these rules as necessary to reflect the ICN's usage and changes at the state or federal level.
- 14. The district reserves the right to charge all costs, including attorney's fees, which may arise to the authorized user for the sponsored or authorized user's failure to comply with the law, board policy, and administrative regulations.

Adopted: 10/08 Reviewed: 3/13; 6/15

Revised: 4/14

Legal Reference (Code of Iowa): §§ 8D; 726; 278.1(4); 729.8; 297.9-11; 123.46 (2013); 1982 Op Atty Gen 561; 1940 Op Atty Gen 232; 1936 Op Atty Gen 196



School and Community Relations – Use of School Facilities

Policy Title: Loan of School Equipment Code 1004.6

District equipment shall not be loaned outside of the district's facilities for non-district purposes, including any use for private purposes and personal gain. Exceptions based on special circumstances (e.g. partnerships, formal/informal agreements that serve the district, etc.) may be granted by the superintendent [or designee]. Where a cost is involved, the organization using the equipment shall pay rent and any replacement costs for school property.

In the event that educational equipment is used by organizations within the schools, appropriate school personnel shall operate or supervise the use of such educational equipment. Where a cost is involved, the organization using the equipment shall pay rent and any replacement costs for school property.

Only properly trained and authorized employees may use maintenance equipment, vehicles, tools, and the like as this equipment relates to job assignments and responsibilities.

Adopted: 6/70 Reviewed: 3/13; 6/15 Revised: 4/14; 6/19

Related Policies (Code#): 1004.1; 1004.1-R1-R2; 1004.3-7



COMMUNITY USE OF SCHOOL FACILITIES MANUAL

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OVERVIEW:

The Linn-Mar Community School District facilities are owned, maintained, and supported by the public. The Board of Education actively seeks to respond to the educational, recreational, and cultural needs of its community through the total resources of the community schools. The use of school facilities as centers for community participation should be encouraged whenever those activities are beneficial to the community-at-large. However, all school facilities and outdoor areas have been primarily erected and maintained for the use of the students of Linn-Mar Community Schools and shall not be used for any other purposes that will conflict with that primary use. (Reference School Board Policy Series 1004.1-Use of School Facilities)

The facilities of the school district may be made available for use by certain local, social, civic, or service organizations when the use does not conflict with the education program or school related activity, with due consideration given to the conservation of energy and district expenses. Users of district facilities must comply with all federal, state, and municipal equal opportunity laws, regulations prohibiting discrimination, and school board policies. Any activity connected with approved school programs will take precedence over any request for use of facilities for any other purposes. The board reserves the right to deny use of district facilities to any group.

This document outlines administrative policies, guidelines, and processes for community use of school facilities and grounds in the Linn-Mar Community School District (hereafter referred to as the district). Please read this manual thoroughly before completing a facilities request form.

For questions regarding the use of school facilities/grounds, please contact the Support Services Operations office (319-447-3145).

SCHEDULING OF FACILITIES:

- 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.** Facilities may not be used for private parties, social events, celebrations, or other similar private uses.
- Rental of facilities is for occasional or temporary use, not for regular or ongoing use.
- Only indoor sports/activities will be provided indoor facility space for practices.
- No overnight stays will be permitted in district facilities.
- Facility rental times cannot be requested before 6:00 AM and must end no later than 10:00 PM.
- It shall be within the discretion of the superintendent to allow use of district facilities on Sundays.
- School facilities are not normally available for rent on school-designated holidays and over school breaks (including summer break). The superintendent [or designee] may allow use at these times if doing so does not interfere with facility maintenance/cleaning schedules and is contingent upon availability of adequate personnel.
- When school is cancelled or dismissed early for weather-related or other reasons, all rentals will be cancelled. The school district also reserves the right to cancel non-school day (including weekend) rental activities when the conditions are deemed unsafe.
- Facility use regulations, fees, and other terms for before/after school programs contracted with the district will be detailed in their individual board-approved agreements.
- The district reserves the right to reject any or all applications as well as the right to rescind, modify, or amend any or all rules or regulations or to make exceptions.

FACILITY REQUEST PROCESS:

- 1. Organizations, individuals, and other entities interested in using district facilities and/or grounds should make such requests through the chief financial/operating officer in the Support Services office online through the Linn-Mar website (www.Linnmar.k12.ia.us). A completed An online facilities request form must be submitted a minimum of two weeks in advance of the requested date for all facilities, except for the Linn-Mar Stadium and Aquatic Center. For the Stadium and Aquatic Center, an completed online facilities request form must be submitted a minimum of six months in advance of the requested date.
- 2. Upon receipt of a request, the Support Services Operations office will determine the availability of the facility/area requested and the proper user group classification based on the fee schedules.
- 3. Once classification is determined, the chief financial/operating officer will determine the appropriate charges (if any) for the use of district facilities based on classification, activity, personnel fees, equipment, fee schedule, and deposits. When necessary, additional fees may include, but not be limited to, cleaning fees, failure to cancel a reservation, law enforcement supervision, replacement or repair for damage or theft, or other costs. All, or a percentage of, the estimated usage and personnel fees for a group's activity may be required to be paid prior to facility usage.
- 4. The extent of district staff (building supervisors, custodians, technicians, Nutrition Services, etc.) needed by groups reserving school facilities will be determined by the chief financial/operating officer [or designee].
- Permission granted for facility usage by the chief financial/operating officer Operations office in the Support Services office shall be made in writing through the signing of a facilities use agreement with the representative making the request electronically.
 - a. It is the responsibility of the representative to read the *Community Use of School Facilities Manual* and be aware of all guidelines for usage, as well as any other specific instructions set forth by district, building, or administrative staff.
 - b. An electronically signed facilities use agreement, including proof of insurance (required for Class D and Class E groups) must be submitted to the chief financial/operating officer in the Support Services Operations office prior to rental. The submitted certificate of insurance must be in the amount of at least \$1,000,000 per occurrence/\$2,000,000 aggregate and show coverage dates.
 - c. The district reserves the right to cancel or postpone any activity due to conflict, disregard of policies, or other uncontrollable circumstances including Class A activities (Refer to user group classifications). If approval has been given to a group and it is later determined that the facilities will not be available, notice of cancellation or change of venue shall be given to the group's representative as soon as possible with reasons for the cancellation or change. District administrators, the designated building supervisor, custodian, or other district staff on duty have the right to terminate any activity at any

time due to violations of board policies and rules; federal, state, or municipal laws; or if the activity is deemed to be hazardous to people, buildings, or equipment.

- 6. A 72-hour notice is required to request approval for any changes in the initial request requirements. The district cannot guarantee any requested changes made after this deadline. Changes to initial request requirements may be subject to additional fees.
- 7. Groups whose requests have previously been approved and wish to cancel must give at least a 72-hour notice. Failure of timely cancellation notification will result in a minimum cancellation fee or the costs incurred to the district in anticipation of the group's use, whichever is greater.
- 8. On the dates of the event, access to the district facilities will be granted through a designated staff member or a district-issued key/access card. A \$10.00 deposit is required for a district-issued key/access card.
- 9. Upon completion of the rental event and if applicable, the district will invoice the group's representative for outstanding charges related to the rental activity.

FACILITY USE GUIDELINES:

- 1. The group's designated representative must be an adult and must remain onsite during the entire activity.
- 2. A district employee must be present while the district facilities and/or equipment are being used by an outside entity.
- 3. The group's representative will be responsible for the following regulations for facility usage by the group:
 - a. The group representative will be the first inside the facility and the last to leave; making sure the facility is left in the same condition as it was before entering.
 - b. The facility must be used only for the purpose that was originally intended and set forth on the facilities request form.
 - c. Persons using the facilities must confine themselves to the rooms or areas assigned for their use and the group representative must provide supervision to prevent trespassing to portions of the facility not authorized for use.
 - d. The group's representative is responsible for communicating to group members and for ensuring group members understand and follow all guidelines.
 - e. The group representative is responsible for reporting any personal injuries received by any group member while using the district facilities. The representative should contact the district's designee (as stated on the facilities request form) within 24 hours to report any injuries. Custodians or other district staff present should also be notified.
 - f. Any damage or theft to the facilities or equipment must be reported following the same guidelines as stated in item "e" above.
 - g. The group representative will make themselves known to the custodian or other district staff present.
 - h. The group representative is responsible for knowing fire and tornado safety procedures for directing the group in an event of an emergency. Guidelines are posted in every room.
- 4. The group representative should make a preliminary check of the facilities prior to their use. If anything that will be used is already damaged, contact the custodian/supervisor on duty.
- 5. Permission to use additional educational equipment must be approved through the chief financial/operating officer in conjunction with the building principal, Nutrition Services manager, or other district staff. Charges for use of equipment may apply.
- 6. All equipment used or moved must be returned to the proper place in original condition.
- 7. The renter assumes individual financial responsibility on behalf of the organization being represented for any part of the school or contents made available therein that may be damaged or stolen during the hours the facilities were in use by the organization.
- 8. The renter shall be liable for any and all loss, damage, or injury sustained by any person by reason of negligence of the renter. The renter shall indemnify and hold harmless the district from any and all loss, damage, or injury.

- 9. Food and beverages are permitted in designated areas only. There should be no other food or beverages brought into the buildings unless previously approved by the chief financial/operating officer.
- 10. The use of tobacco/nicotine, nicotine products, alcohol, controlled substances (including copycat drugs), profane language, non-licensed gambling activities, and weapons within facilities and on school grounds is prohibited. Persons failing to abide will be asked to leave school premises.
- 11. The maximum number of people in any given area is restricted to the seating/room capacity indicated and deemed appropriate by the fire marshal.
- 12. No pets or other animals are allowed on district grounds. Exceptions include service animals as defined under the American with Disabilities Act (ADA) or other exceptions as authorized by appropriate district personnel.
- 13. Specific facility/room regulations shall be as follows:

a. Auditoriums/Theatres:

- Groups requesting use of an auditorium/theatre will list in detail their equipment requests and audio/visual technician needs.
- Only district staff may operate the audio/visual equipment, rigging systems, and other equipment in the auditoriums/theatres.
- Renters will be charged accordingly for equipment and personnel use.
- No food or beverages are allowed in the auditoriums/theatres.

b. Multi-Purpose Rooms/Gymnasiums:

- No wearing of shoes that mark up the floors.
- No hanging on basketball rims.
- No leaning on volleyball nets.
- No bouncing balls in hallways or off ceilings.
- No climbing or playing on bleachers (If bleachers are needed the custodians will move them in and out).
- No pushing/pulling of tables, chairs, or other equipment across floors.
- No taping/marking on floors without prior approval.
- No playing on gymnastic equipment when it is in the gym.
- No use of scoreboards unless previously approved.

c. Kitchens:

- Use of kitchens will be granted on a limited basis as determined by appropriate district staff.
- A complete listing of kitchen needs must be detailed on the facilities request form prior to approval.
- A district ServSafe certified employee is required for all kitchen rentals, with a charge to the renter.
- Additional costs may also be included as applicable.

d. Classrooms:

- Materials/equipment are not to be used or removed from the classrooms.
- Users are expected to leave the classrooms in the same condition as they found them.

e. Labs:

- Labs are defined as rooms which contain specialized equipment other than desks, tables, and chairs.
- Use of lab facilities will be only for purposes appropriate to the lab and use will be granted on a limited basis as determined by appropriate district staff.
- Additional charges may apply for district-trained staff supervision and/or use of the lab equipment.

f. <u>Stadium/Turf Field</u>:

- Use of the Stadium will be granted on a limited basis as determined by appropriate district staff.
- No pets, skateboards, scooters, roller blades/skates, non-authorized vehicles, or any similar conveyance or equipment allowed on Stadium grounds or turf field.
- No unauthorized paint, marking materials, or like substance allowed on Stadium grounds or turf field.
- No track/metal spikes, high heels, sharp objects, or other materials or substances that may cause damage allowed on the turf field.
- No food, gum, non-water drinks, sunflower seeds, peanuts, or similar food products allowed on the turf field.
- Only participants, coaches, directors, or credentialed individuals allowed on turf field or track and field areas.

g. Tracks:

- No cleats, high heels, or unauthorized footwear on track surfaces.
- No pets, skateboards, scooters, roller blades/skates, bikes, non-authorized vehicles, or any similar conveyance or equipment allowed on tracks.
- No food, gum, non-water drinks, sunflower seeds, peanuts, or similar food products allowed on tracks.
- No sharp objects or materials that will adhere to or damage surfaces (e.g. bobby pins, glitter, jewelry, etc.) allowed on tracks.

h. Parking Lots/Open Space:

- Groups are expected to clean up all trash, papers, or other litter in the parking lots or open spaces. Failure to provide appropriate cleanup will result in additional charges.
- Use of tents, temporary structures, or signage where stakes are driven into the ground must be preapproved.
- The district reserves the right to cancel any event in order to prevent damage to athletic fields or other district property.
- Water and electricity may not be available from district sources unless special arrangements are made.

i. Aquatic Center:

- Use of Aquatic Center will be granted on a limited basis as determined by appropriate district staff.
- A district lifeguard must be present before entering the water.
- Only swimmers, coaches, officials, and other approved district personnel are allowed on the pool deck. Spectators are not allowed on the pool deck at any time and may observe aquatic activities from the pool lobby or spectator stadia only.
- Proper swimwear is required. Swimmers may not swim while wearing compression shorts or athletic sports bras as swim attire.
- Swimmers should not enter the pool if they have a communicable disease or an open wound.
- Swimming or diving instruction may be provided solely by district aquatics staff or approved groups.
- No diving in the shallow end of the pool and in other areas with marked, "No Diving".
- No horseplay in or around the swimming pool.
- No running on the pool deck.
- Proficient swimming ability is required in deep water areas. The use of floatation aide devices (other than those made available by the district) by nonswimmers is prohibited unless authorized by appropriate district personnel.
- No swimming or reaching beneath the moveable bulkheads.
- No use of starting platforms unless approved by appropriate District personnel.
- Glass containers are prohibited in the Aquatic Center.
- Activities deemed unsafe by the life guard will be prohibited.
- No district pool equipment is to be used unless approved when reservations are made. Charges for equipment use may apply.
- 14. The Linn-Mar Booster Club reserves the right of all concessions sold at district facilities.
- 15. The board reserves the right to waive/modify fees for specialized programs or events with approval from the superintendent [or designee].

USER GROUP CLASSIFICATIONS (In Priority Order):

CLASS A – School district and district-related organizations

- Regular classroom activities
- School-sponsored activities for students (e.g. clubs, athletics, etc.)
- School-sponsored activities for parents (e.g. plays, open houses, etc.)
- o School-related groups and organizations (e.g. PTOs, Booster Club, LM Foundation, etc.)
- School/district sponsored staff activities (e.g. trainings, wellness, bargaining groups, etc.)
- o Board approved community activities

FEE SCHEDULE – CLASS A

SCHOOL/FACILITY	FEE	SCHOOL/FACILITY	FEE
High School:		Oak Ridge Middle School:	
Gym (Main)	N/C	Gym (Main)	N/C
Gym (Auxiliary)	N/C	Gym (Auxiliary)	N/C
Cafeteria	N/C	Cafeteria	N/C
Kitchen	N/C	Kitchen	N/C
Auditorium (Stage/Seating Only)	N/C	Commons Area	N/C
Little Theatre (Stage/Seating Only)	N/C	Regular Classroom	N/C
Commons Area	N/C		
Lecture Hall	N/C	Elementary Schools:	
Wrestling Room	N/C	Gym	N/C
Regular Classroom	N/C	Multi-purpose Rooms	N/C
Labs	N/C	Kitchen	N/C
Weight/Cardio Room	N/C	Classrooms	N/C
Excelsior Middle School:		Outdoor Areas:	
Gym (Main)	N/C	Parking Lots	N/C
Gym (Auxiliary)	N/C	Armstrong Field	N/C
Cafeteria	N/C	Tennis Courts	N/C
Kitchen	N/C	Outdoor Tracks	N/C
Commons Area	N/C	Elementary Outdoor Fields	N/C
Regular Classroom	N/C	MS Non-Competition Fields	N/C
		MS Competition Fields	N/C
		HS Baseball/Softball Complex	N/C

Linn-Mar Stadium/Aquatic Center: *No charge*

^{*}Additional fees may apply (e.g. weekend custodial charges) depending on the reservation request.

See Other Fees Schedule on page 16 for details.

• CLASS B – Public agencies and district co-sponsored activities

- Official meetings of the City of Marion, the City of Cedar Rapids, the City of Robins, or a community activity sponsored by one of the city boards.
- Community, social, civic, or service organizations sponsoring money making activities with <u>all</u> proceeds going directly to the Linn-Mar Community School District.
- o Request for national, state, and local elections or caucuses.
- o Political meetings not boosting specific candidates, state, or national platforms.
- Recreational programs sponsored by the City Recreation & Playground Commission or YMCA for which participants pay no fees.

FEE SCHEDULE – CLASS B

SCHOOL/FACILITY	FEE	SCHOOL/FACILITY	FEE
High School:		Oak Ridge Middle School:	
Gym (Main)	N/C	Gym (Main)	N/C
Gym (Auxiliary)	N/C	Gym (Auxiliary)	N/C
Cafeteria	N/C	Cafeteria	N/C
Kitchen	N/C	Kitchen	N/C
Auditorium (Stage/Seating Only)	N/C	Commons Area	N/C
Little Theatre (Stage/Seating Only)	N/C	Regular Classroom	N/C
Commons Area	N/C		
Lecture Hall	N/C	Elementary Schools:	
Wrestling Room	N/C	Gym	N/C
Regular Classroom	N/C	Multi-purpose Rooms	N/C
Labs	N/C	Kitchen	N/C
Weight/Cardio Room	N/A	Classrooms	N/C
Excelsior Middle School:		Outdoor Areas:	
Gym (Main)	N/C	Parking Lots	N/C
Gym (Auxiliary)	N/C	Armstrong Field	FCFS
Cafeteria	N/C	Tennis Courts	FCFS
Kitchen	N/C	Outdoor Tracks	FCFS
Commons Area	N/C	Elementary Outdoor Fields	FCFS
Regular Classroom	N/C	MS Non-Competition Fields	FCFS
		MS Competition Fields	N/A
		HS Baseball/Softball Complex	N/A-Call for price

Linn-Mar Stadium/Aquatic Center: See separate fee schedule on page 15.

^{*}Additional fees may apply (e.g. weekend custodial charges) depending on the reservation request.

See Other Fees Schedule on page 16 for details.

• CLASS C – Community youth organizations/teams

- Meetings involving Boy Scouts, Girl Scouts, Camp Fire Girls, 4-H, or other similar youth oriented groups.
- Practices for youth activities during their regular program season. In order to be considered in this classification, youth athletic teams must be comprised of at least 80% of Linn-Mar enrolled students. Rosters are required to be submitted along with the rental request.
- This category is for individual teams, packs, or groups. It is not for the use of an entire organization.
- Recreational programs sponsored by the City Recreation & Playground Commission or YMCA for which participants pay fees.

FEE SCHEDULE - CLASS C

SCHOOL/FACILITY	FEE	SCHOOL/FACILITY	FEE
High School:		Oak Ridge Middle School:	
Gym (Main)	N/A	Half Main Gym	\$5/ gym time hour
Gym (Auxiliary)	N/A	Auxiliary Gym	\$5/ gym time hour
Cafeteria	N/A	Cafeteria (Weekend only)	\$30/hour
Kitchen	N/A	Kitchen (Weekend only)	\$30/hour
Auditorium (Stage/Seating Only)	N/A	Commons Area (Weekend Only)	\$20/hour
Little Theatre (Stage/Seating Only)	N/A	Classroom (Weekend Only)	\$15/hour
Commons Area	N/A		
Lecture Hall	N/A	Elementary Schools:	
Wrestling Room	N/A	Gym	\$5/ gym time hour
Regular Classroom	N/A	Multi-purpose Room (Weekend only)	\$30/hour
Labs	N/A	Kitchen (Weekend only)	\$30/hour
Weight/Cardio Room	N/A	Classroom (Weekend Only)	\$15/hour
			T
Excelsior Middle School:		Outdoor Areas:	
Half Main Gym	\$5/hour	Parking Lots	\$20/hour
Auxiliary Gym	<mark>\$5/hour</mark>	Armstrong Field	FCFS
Cafeteria (Weekend only)	\$30/hour	Tennis Courts	FCFS
Kitchen (Weekend only)	\$30/hour	Outdoor Tracks	FCFS
Commons Area (Weekend Only)	\$20/hour	Elementary Outdoor Fields	FCFS
Classroom (Weekend Only)	\$15/hour	MS Non-Competition Fields	FCFS
		MS Competition Fields	N/A
		HS Baseball/Softball Complex	N/A Call for price

Linn-Mar Stadium/Aquatic Center: See separate fee schedule on page 15.

^{*}Additional fees may apply (e.g. weekend custodial charges) depending on the reservation request. See Other Fees Schedule on page 16 for details.

CLASS D – Community non-profit organizations, civic organizations, and educational institutions

- A non-profit group is defined as an organization that does not distribute its surplus funds to owners, members, or shareholders but instead uses them to help pursue its organization's goals. The district reserves the right to ask for a 501c non-profit form if the organization's non-profit status is in question.
- This includes, but is not be limited to: community, social, civic, or services organizations for purposes that have educational, recreational, or cultural purposes, local church services, and religious classes and activities.
- o Educational activities of public and private colleges and universities.
- o Educational activities of public and private K-12 institutions.

FEE SCHEDULE - CLASS D

SCHOOL/FACILITY	FEE	SCHOOL/FACILITY	FEE
High School:		Oak Ridge Middle School:	
Gym (Main)	\$100/hour	Gym (Main)	\$75/hour
Gym (Auxiliary)	\$50/hour	Gym (Auxiliary)	\$50/hour
Cafeteria	\$30/hour	Cafeteria	\$30/hour
Kitchen	\$30/hour	Kitchen	\$30/hour
Auditorium (Stage/Seating Only)	\$100/hour	Commons Area	\$20/hour
Little Theatre (Stage/Seating Only)	\$50/hour	Regular Classroom	\$15/hour
Commons Area	\$30/hour		
Lecture Hall	\$50/hour	Elementary Schools:	
Wrestling Room	\$30/hour	Gym	\$30/hour
Regular Classroom	\$15/hour	Multi-purpose Rooms	\$30/hour
Labs	\$30/hour	Kitchen	\$30/hour
Weight/Cardio Room	N/A	Classrooms	\$15/hour
Excelsior Middle School:		Outdoor Areas:	
Gym (Main)	\$75/hour	Parking Lots	\$20/hour
Gym (Auxiliary)	\$30/hour	Armstrong Field	FCFS
Cafeteria	\$30/hour	Tennis Courts	FCFS
Kitchen	\$30/hour	Outdoor Tracks	FCFS
Commons Area	\$20/hour	Elementary Outdoor Fields	FCFS
Regular Classroom	\$15/hour	MS Non-Competition Fields	FCFS
		MS Competition Fields	N/A
		HS Baseball/Softball Complex	N/A

Linn-Mar Stadium/Aquatic Center: See separate fee schedule on page 15.

*Additional fees may apply depending on the reservation request.

See Other Fees Schedule on page 16 for details.

• CLASS E – For-profit organizations/activities and other private interest groups

- Commercial groups or businesses.
- o Local, state, and national groups hosting special events, workshops, or conferences.
- o Political meetings sponsoring specific candidates, state, or national platforms.
- Any group, business, or individual located outside of the district.
- Groups, businesses, or individuals conducting activities for which a fee is charged or items are sold.
- Youth organizations, groups, or teams with less than 80% Linn-Mar enrolled students as participants. Rosters are required to be submitted along with the rental request.
- Other special events.

FEE SCHEDULE - CLASS E

ILITY	FEE
iddle School:	
	\$100/hour
y)	\$75/hour
	\$50/hour
	\$50/hour
ea	\$40/hour
room	\$25/hour
chools:	
	\$50/hour
e Rooms	\$40/hour
	\$50/hour
	\$25/hour
as:	
	\$30/hour
eld	FCFS
i	FCFS
ks	FCFS
utdoor Fields	FCFS
petition Fields	FCFS
ion Fields	N/A
Softball Complex	N/A
ic So	on Fields

Linn-Mar Stadium/Aquatic Center: See separate fee schedule on page 15.

*Additional fees may apply depending on the reservation request.

See Other Fees Schedule on page 16 for details.

LINN-MAR STADIUM & AQUATIC CENTER FEE SCHEDULE

SCHOOL/FACILITY	FEE	SCHOOL/FACILITY	FEE	
Linn-Mar Stadium: <i>(2-hour min charge)</i>		Aquatic Center: (2-hou	Aquatic Center: (2-hour min charge)	
Class A & B Use	N/C	Pool Access	\$200/hour	
Class C Use	\$150/hour	Concession Room Access	\$ 50 100/ hour event	
Class D Use	\$200/hour	Scoreboard/Timing System	\$ 50 100/ hour event	
Class E Use	\$250/hour	Sound System	\$ 50 100/event	
Lights	\$ 100 75/hour	LM Supervisor	\$50/hour	
Scoreboard	\$ 50 100/ hour event	Timing Computer Operator	\$ 35 40/hour	
Press Box	\$ 50 100/ hour event	Lifeguards (Minimum of three)	\$15/hour (each)	
Sound System	\$ 50 100/ hour event	Crowd Manager (One for every 250 spectators)	\$ 35 40/hour (each)	
Stadium Seating Cleaning Fee	\$150/event	Stadium Seating Cleaning Fee	\$100/event	
LM Supervisor	\$50/hour	Custodian/O&M Staff	Actual costs per union contract	
Custodian/O&M Staff	Actual costs per union contract	Other District Personnel	Charges depend on request	
Crowd Manager (One for every 250 spectators)	\$ 35 40/hour (each)	Additional Equipment/Services	Charges depend on request	
Gate Manager (One per entrance used)	\$ 35 40/hour (each)			
Other District Personnel	Charges depend on request			
Police Supervision (If applicable)	Actual costs			
Additional Equipment/Services	Charges depend on request			

OTHER FEES SCHEDULE

DESCRIPTION	FEE	MINIMUMS
Personnel Fees:	T	Т
Custodian/O&M Staff (If not already on duty)	Actual costs per union contract	2 hour minimum
Building/Event Supervisor (If applicable)	\$ 35 40/hour	2 hour minimum
Kitchen Supervisor	\$ 35 40/hour	2 hour minimum
Auditorium/Theatre Technician Supervisor	\$ 35 40/hour	2 hour minimum
Police Supervision (If applicable)	Actual costs	
Other District Personnel	Charges depend on request	2 hour minimum
Auditorium/Theatre Use Fees:	675/:	
Use of Lights other than house lights	\$75/event	-
Use of sound system other than one microphone	\$75/event	
Use of rigging system	\$75/event	
Use of sound shell	\$200/event	
Chairs, stands, or risers	\$100/event	
Piano (Non-grand)	\$75/event	
Miscellaneous Fees:		
Minimum Cancellation Fee	\$ 20 25	
Custodial Flat Fee (If custodian is on duty and	\$25	
deemed necessary)	723	
Additional Equipment	Charges depend on request	
District Issued Key/Access Card Deposit	\$10	
Building/Equipment Replacement or Repair Fees	Actual costs	



Administrative Regulations Regarding Community Use of Buildings/Sites/Equipment

Code 1004.1-R1

Types of Activities Prohibited

- 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 onsite 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(s) 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 (stated on application form) within 24 hours. Custodians and/or other district staff present should also be notified. If the activity is on a Saturday or Sunday and there is no answer at the number on the form, the group's 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 themselves known to the custodian and/or other district staff present.
- 9. The group representative is responsible for knowing fire and tornado procedures and 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 copycat drugs), profane language, 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 office of the chief financial/operating officer 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 facilities request form.
- 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, and technicians may be included when determining total facility costs.
- 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/extra-curricular programs of the Linn-Mar Community School District will receive priority scheduling as follows:

Class A: School district and district-related organizations

- Regular classroom activities
- School-sponsored activities for students (e.g. clubs, athletics, etc.)
- School-sponsored activities for parents (e.g. plays, open houses, etc.)
- School-related groups and organizations (e.g. PTOs, Booster Club, LM Foundation, etc.)
- School/district sponsored staff activities (e.g. trainings, wellness, bargaining groups, etc.)
- Board approved community activities

Class B: Public agencies and district co-sponsored activities

- Official meetings of the City of Marion, the City of Cedar Rapids, the City of Robins, or a community activity sponsored by one of the city boards
- Community, social, civic, or service organizations sponsoring money making activities with all proceeds going directly to the Linn-Mar Community School District
- Request for national, state, and local elections or caucuses
- Political meetings not boosting specific candidates, state, or national platforms
- Recreational programs sponsored by the City Recreation & Playground Commission or YMCA for which participants pay no fees

Class C: Community youth organizations/teams

- Meetings involving Boy Scouts, Girl Scouts, Camp Fire Girls, 4-H, or other similar youth oriented groups
- Practices for youth activities during their regular program season. In order to be considered in this classification, youth athletic teams must be comprised of at least 80% of Linn-Mar enrolled students. Rosters are required to be submitted along with the rental request.
- This category is for individual teams, packs, or groups. It is not for the use of an entire organization
- Recreational programs sponsored by the City Recreation & Playground Commission or YMCA for which participants pay fees

Class D: Community non-profit organizations, civic organizations, and educational institutions

• A non-profit group is defined as an organization that does not distribute its surplus funds to owners, members, or shareholders but instead uses them to help pursue its

- organization's goals. The district reserves the right to ask for a 501c non-profit form if the organization's non-profit status is in questions.
- This includes, but is not limited to: community, social, civic, or service organizations for purposes that have educational, recreational, or cultural purposes, local church services, and religious classes and activities
- Educational activities of public and private colleges and universities
- Educational activities of public and private K-12 institutions

Class E: For-profit organizations/activities and other private interest groups

- Commercial groups or businesses
- Local, state, and national groups hosting special events, workshops, or conferences
- Political meetings sponsoring specific candidates, state, or national platforms
- Any group, business, or individual located outside of the district
- Groups, businesses, or individuals conducting activities for which a fee is charged or items are sold
- Youth organizations, groups, or teams with less than 80% Linn-Mar enrolled students as participants. Rosters are required to be submitted along with the rental request.
- Other special events.

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

Adopted: 7/94 Reviewed: 8/07

Revised: 1/11; 3/13; 4/14; 6/15; 11/18



Administrative Regulations Regarding Schedule of Rentals

Code 1004.1-R2

Fee Structure for Facility Use

<u>No Cost Use of Facilities</u>: May be subject to custodial, supervisory, or other personnel expenses. The decision on assessment of usage costs will be determined by the chief financial/operating officer [or designee].

- a) Meetings of all school-sponsored organizations
- b) Linn-Mar School Foundation
- c) Parent-teacher organizations, Booster Club, music groups, or other similar school-related groups
- d) Linn-Mar bargaining groups
- e) Meetings of Boy Scouts, Girl Scouts, Camp Fire Girls, and similar youth-oriented groups
- f) Recreational programs sponsored by the city recreation and playground commissions or YMCA for which the participants pay no fees
- g) City or county-sponsored meetings to which public is invited
- h) National, state, city, and county elections and registration
- i) Political meetings NOT boosting specific candidates, state, or national platforms
- j) Other non-profit groups as deemed appropriate by the chief financial/operating officer [or designee]

Use of Facilities Subject to Rental Fees:

- a) Recreation programs sponsored by city recreation and playground commissions or the YMCA for which the participants pay fees
- b) Church organizations
- c) Private schools
- d) Club associations and civic organizations
- e) Political meetings sponsoring specific candidates, state, or national platforms
- f) Partisan political meetings
- g) Commercial groups
- h) Special attractions with expressed board approval

Youth athletic teams comprised of Linn-Mar resident students will be charged a reduced rental fee to use Linn-Mar gym space for practices. The chief financial/operating officer [or designee] will calculate the fee based on scheduling and supervision costs incurred by the district to support such teams. The board reserves the right to waive fees for specialized programs with approval from the superintendent [or designee].

Outdoor Facilities:

Outdoor facilities exist primarily for use by Linn-Mar student teams and, secondarily, for limited use by youth-related groups from the community. Extra costs incurred by the district for the use of outdoor facilities will be assessed to the user. Charged fees cover the expenses for lights, field/court preparation, caretaker, custodial services, and damages.

Adopted: 4/91 Reviewed: 3/13; 6/15 Revised: 1/11; 4/14



Code 1004.1-E1

- 1. A facilities request form can be found on the Linn-Mar website or obtained from the office of the chief financial/operating officer.
- 2. A completed facilities request form must be submitted to the office of the chief financial/operating officer at least two weeks in advance of the requested date. Whenever more than one group desires the use of the same facilities, the chief financial/operating officer [or designee] shall arrange an equitable distribution of the facilities requested.
- 3. School activities have first priority. When requests from non-school groups have been approved as scheduled, such approval will be withdrawn when a school event has been canceled and must be rescheduled or an addition must be made to the schedule. Variations of this procedure will be allowed in cases of extreme emergency.
- 4. Receipt of application, any required deposit, and certificate of insurance (when required) must be furnished before review of requests and approval can be granted.
- 5. The district reserves the right to determine the staffing (including audio visual, Nutrition Services, technical, and custodial) necessary to adequately handle each event. Before approving requests, the district will estimate the staff needed and communicate this to the requestor.
- All uses of school facilities may be subject to rental fees as determined by the Board of Education and published in a separate fee schedule. Payment should be made to: Linn-Mar Community School District, Learning Resources Center, 2999 North 10th Street, Marion, Iowa, 52302.
- 7. A 72-hour notice is required to request approval for any changes in the initial request requirements. The chief financial/operating officer [or designee] must be notified to allow for proper notification of the staff and to change the records. The district cannot guarantee any requested changes made after this deadline.
- 8. Groups whose requests have been approved must give at least a 72-hour notice of desire to cancel.
- 9. Failure to notify the office of the chief financial/operating officer by 2:00 PM of a cancellation regarding the use of a facility scheduled for any time after 5:00 PM of that day will render the requestor liable for payment of the rental fees.
- 10. The district reserves the right to reject any or all applications and the right to rescind, modify, or amend any or all rules or regulations, or to make exceptions.

Adopted: 6/81 Reviewed: 3/13; 6/15 Revised: 1/11; 4/14



School and Community Relations – Use of School Facilities

Policy Title: Use of Stadium Code 1004.2

All users of the Linn-Mar Stadium are subject to the general laws of Iowa prohibiting the use or practices of hazing, gambling, nicotine and tobacco products, alcoholic beverages, controlled substances, firearms, and dangerous weapons in any school building or on school property.

Stadium Guidelines:

- No pets, skateboards, scooters, roller blades/skates, non-authorized vehicles, or any similar conveyance or equipment allowed on stadium grounds.
- No unauthorized paint or marking materials, or like substances, allowed on stadium grounds.
- Only participants, coaches, directors, or credentialed individuals allowed on track and field areas.
- No possession, use, or consumption of alcoholic beverages or other illegal substances on the Linn-Mar campus.
- Linn-Mar is nicotine, tobacco, and drug free.

Track Guidelines:

- No cleats, high heels, or unauthorized footwear allowed on track surfaces.
- No food, gum, non-water drinks, sunflower seeds, peanuts, or similar food products allowed on track surfaces.
- No sharp object or materials that will adhere to or damage surfaces (e.g., bobby pins, glitter, jewelry, etc.) allowed on track surfaces.
- No unauthorized wagons, carts, or vehicles allowed on track surfaces at any time.
- Anything taken on track surfaces must be approved by facility management.

Turf and Field Guidelines:

- No track/metal spikes of any kind on the turf and fields. Rubber cleats only.
- No markings of any kind shall be made on turf and fields.
- Anything taken on field surfaces must be approved by facility management.
- No food, gum, non-water drinks, sunflower seeds, peanuts, or similar food products allowed on turf and fields.
- No high heels, sharp objects, or any other materials or substances that may cause damage to the turf and fields.
- No unauthorized paint or marking materials, or like substances, allowed on turf and fields
- No unauthorized wagons, carts, or vehicles allowed on turf or fields at any time.
- Bodily fluids (e.g., saliva, blood, vomit, feces, etc.), if released on the turf or fields, must be removed and the surfaces sanitized following facility guidelines.

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

Usage Agreement:

All stadium, track, or turf and field guidelines shall be adhered to by any and all renters and/or users of the facilities. These will be provided to the renter/user prior to usage of the stadium.

Community Use of Stadium:

By contract only through the Support Services office (2999 N 10th St, Room 203, Marion, IA 52302 / 319-447-3145).

Refer to the <u>Community Use of School Facilities Manual</u> found on the district website for additional information.





Linn-Mar High School Stadium Use Application

Linn-Mar Support Services Office 2999 North 10th Street, Room 203 Marion, Iowa 52302 Office: 319-447-3145

Fax: 319-377-9252

JT Anderson — jtanderson@linnmar.k12.ia.us Tonya Moe — tmoe@linnmar.k12.ia.us

Attn: JT Anderson, Chief Financial/Operating Officer Tonya Moe, Linn-Mar Stadium Administrator

Date of ap	oplication:	
Name and	l address of organiza	ation:
Profit	Not-For-Profit	Non-Profit - Beneficiary of Event Proceeds (check one)
Address o	f organization:	(4.11
		(Address)
		(City/State/Zip)
		(Gity) state(Zip)
Phone nu	mber:	
Name of t	he group/team inte	rested in using the Stadium facility:
Name of t	he superv <mark>isor,</mark> coacl	h, director (person responsible for supervision):
Supervice	r's nhone number	Home: Cell:
Super viso	i s priorie flumber.	tione cen.
Date(s) re	equested for Stadiur	n use:
D		ANA/DNA L- ANA/DNA
Requeste	a nours of use: from	: AM/PM to: AM/PM
What sect	tions of the Stadium	are you interested in using? (Circle one) Field Turf / Track / Both
Type of ac	ctivity at the Stadiur	n: (Football/soccer/track event/band event/other) Please list below:

For what purpose will you be using the Stadium facility?

(Game/practice/tournament/combination/camp/other) Please list below:

Estimated attendance: _			
Are you charging admiss	ion? Yes / No		
Amount charged for adm	nission: \$	_ Entry fee for part	icipants: \$
Please check the following	ng items that you wou	ld like access to durin	g your event:
Scoreboard	Locker Rooms	Track Equipment ((hurdles, long jump pits, etc.)
Sound System	Press Box	Lights	Concessions **
** The Linn-Mar Booster Clu	b reserves all concession	rights and privileges.	
Please list any other special be approved.	needs for your event (be	enches, cones, etc.) that	you will be providing which must

In the event of severe or inclement weather, the Linn-Mar High School stadium is not responsible to put 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 they 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 administrator of the magnitude of their event. The stadium administrator and the chief financial/operating officer 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 administrator and the chief financial/operating officer. 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 Support Services office along with a check for the amount stated in the cost agreement and a certificate 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 agreement and protocol forms. If any of the information changes before use of the stadium, the individual signing this form must contact the stadium administrator to discuss whether the 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 rooms/areas as indicated above and the halls and entrances thereto. The undersigned individual or organization shall be responsible for payment for any damages 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 rooms/areas as indicated above including any expenses and attorney fees which the 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 (An adult over 21)		Date Signed
		-
Stadium Administrator's Signature		Date Approved
Chief Financial/Operating Officer's Signature Processed by Sarah Offerman		Date Approved
(Initials)	(Date)	_

Adopted: 4/14 Revised: 6/15



Linn-Mar Community School District Support Services Office 2999 North 10th Street, Room 203 Marion, Iowa 52302

Tel: 319-447-3145 Fax: 319-377-9252

Participant Release Form

In consideration of the Linn-Mar Community School District allowing the undersigned to use school facilities, I/we release the Linn-Mar Community School District, its representatives, agents, employees, principals, and successors; and assigns from all claims, demands, suits, damages, actions, causes of action, and liabilities whatsoever of every name and nature, both in law and equity; on account of or in any way resulting from injuries sustained while present at or participating in any activity at the said school facilities excepting only claims for losses, damages, or injuries resulting from the sole negligence of the Linn-Mar Community Schools, its agents, servants, or employees; and further, I/we release the Linn-Mar Community School District, its representatives, agents, or employees from any and all duties and responsibilities for the care of our group members while at the school facilities.

Facility:	
Name of Organization:	
Authorized Signature:	Date:
Address:	
Telephone:	
Group's Liability Insurance Coverage:	
Company:	
Policy #:	

Adopted: 4/14 Reviewed: 6/15



School and Community Relations – Use of School Facilities

Policy Title: Use of Aquatic Center Code 1004.8

All users of the Linn-Mar Aquatic Center are subject to the general laws of Iowa prohibiting the use or practices of hazing, gambling, nicotine and tobacco products, alcoholic beverages, controlled substances, firearms, and dangerous weapons in any school building or on district property.

Aquatic Center Guidelines:

- A district lifeguard must be present before entering the water.
- Only swimmers, coaches, officials, and other approved district personnel are allowed on the pool deck. Spectators are not allowed on the pool deck at any time and may observe aquatic activities from the pool lobby or spectator stadia only.
- Proper swimwear is required. Swimmers may not swim while wearing compression shorts and/or athletic sport bras as swim attire.
- Swimmers should not enter the pool if they have a communicable disease or an open wound.
- Swimming or diving instruction may be provided solely by district aquatics staff or approved groups.
- No diving in the shallow end of the swimming pool and in other areas marked with "No Diving".
- No horseplay in or around the swimming pool.
- No running on the pool deck.
- Proficient swimming ability is required in deep water areas. The use of flotation aide
 devices (other than those made available the district) by non-swimmers is prohibited
 unless authorized by the Aquatic Center manager.
- No swimming or reaching beneath the moveable bulkheads.
- No use of starting platforms unless approved.
- No glass containers in the Aquatic Center.
- Activities deemed unsafe by the lifeguard will be prohibited.
- No possession, use, or consumption of alcoholic beverages or other illegal substances on the Linn-Mar campus. Linn-Mar is nicotine/tobacco and drug-free.

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

Usage Agreement:

All Aquatic Center guidelines shall be adhered to by any and all renters and/or users. The guidelines will be provided to the renter/user prior to usage of Aquatic Center.

Community Use of the Aquatic Center:

By contract only through the Support Services office (2999 N 10th St, Room 203, Marion, IA 52302 / 319-447-3145).

Refer to the *Community Use of School Facilities Manual* found on the district website for additional information.

Adopted: 4/16



Linn-Mar Aquatic Center Use Application

Linn-Mar Support Services Office 2999 North 10th Street, Room 203 Marion, Iowa 52302 Office: (319) 447-3145

Fax: (319) 377-9252

JT Anderson – jtanderson@Linnmar.k12.ia.us Bobby Kelley – bkelley@linnmar.k12.ia.us

Attn: JT Anderson, Chief Financial/Operating Officer

Bobb	y Kelley, Aquatic Cent	er Manager			
Date of App	olication:				
Name and A	Address of Organiza	ation:			
	T				
Profit	Not-For-Profit	Non-Profi	- Beneficia	ry o <mark>f E</mark> vent Proceeds (ch	eck one)
Address of	Organization:				
71441 333 31	organizacióni	(Address)			_
		(City/State/Zip)			_
		(City/State/Zip)			
Phone Num	ber:				
Name of the	e group/te <mark>am i</mark> nter	ested in using	g the Aquatic Ce	nter:	
Name of the	e Supervisor, Coac	1, Director (Pe	erson responsible fo	or supervision):	
,				0.11	
Supervisor	s Phone Number:	lome:		_Cell:	
Date(s) req	uested for Aquatic	Center use:			
Requested	hours of use: from:		_AM/PM to:	AM/PM	

Are you interested in using the Daktronics timing system? (Circle one) Yes / No

Type of swimming activity at the Aquatic Center: (Swim Meet/Diving Meet/Other) Pleas list below:
Estimated Attendance:
Are you charging admission? Yes / No
Amount charged for admission: \$ Entry fee for participants: \$
Estimate of all revenues collected with event rental: \$
Please check the following item(s) that you would like access to during your event
Deep end 25 yard competition setup Shallow end 25 yard competition setup Deep end use for competitive diving events Use of Daktronics timing computer for swim meets and/or diving meets Use of concessions stand **The Linn-Mar Booster Club reserves all concession rights and privileges
Please list any other special needs for your event (outside equipment, chairs, catering, etc.)
that you will be providing which must be approved:
In the event of covers or inclement weather in the form of a heavy snewfall, the Linn Mar Community

In the event of severe or inclement weather in the form of a heavy snowfall, the Linn-Mar Community School District is not responsible for assuring that the parking lots are plowed and accessible. The district will be prudent in clearing the lots but in the case of a heavy snow, events may need to be cancelled.

It is the responsibility of the person in charge of renting the Aquatic Center for their group to inform the Aquatic Center manager of the magnitude of their event. The Aquatic Center manager and the chief financial/operating officer must have knowledge of this in advance and will hire police, site supervision, and trainers accordingly. All of this will be included in the rental pricing.

All information will be processed by the Aquatic Center manager and the chief financial/operating officer. If approved, you will receive a usage agreement, cost agreement, and an Aquatic Center protocol sheet. These forms must be reviewed, signed, and sent back to the Support Services office along with a check for the amount stated in the cost agreement and a certificate 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 Aquatic Center agreement and Aquatic Center protocol forms. If any of the information changes before use of the Aquatic Center, the individual signing the form must contact the Aquatic Center manager 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. The undersigned will be responsible for ensuring that those persons attending the event will utilize only the rooms 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, rooms, or any of their contents by any person attending the event which it is the sponsor.

The undersigned individual or organization hereby releases the Linn-Mar Community School District, its agents, and employees, agrees to indemnify the Linn-Mar Community School District, and hold the 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 facilities 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.

	<u> </u>	
Applicant/Supervisor Signature (adult over 21)	Date	
Aquatic Center Manager Signature	Date	
Chief Financial/Operating Officer Signature	Date	
Processed by Sarah Offerman		
	(Date)	

Adopted: 4/16

2018-19 Linn-Mar CSD Legislative Priorities

IASB Resolution #8: Special Education-State

Supporting predictable and timely state funding to serve students receiving special education services at a level that reflects the actual costs including educational programming and health care costs.

IASB Resolution #20: Supplemental State Aid

Supports setting supplemental state aid

- For FY2019 by January 31, 2018
- For FY2020 and future budget years, at least 14 months prior to the certification of the schools' district budgets
- At a rate that sufficiently supports local districts' efforts to plan, create, and sustain world-class schools

Supports a formula driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.

IASB Resolution #26: Unfunded Mandates

Opposes any new mandate that does not provide sufficient and sustainable funding for successful implementation.

IASB Resolution #27: SAVE (Secure an Advanced Vision for Education)

Supports repeal of the December 31, 2029, sunset on the statewide penny sales tax for school infrastructure. Supports preserving the integrity of the statewide penny sales tax for school infrastructure including the tax equity provisions in the following manner: a) no diversions or expansions of allowable uses prior to the current 2029 sunset date and b) continued growth in the per pupil amount beyond the 2029 sunset date.

IASB Resolution #28: Bond Issues

Supports allowing school bond issues to be passed by a simple majority vote. Supports the authority to levy a combination of property taxes and income surtaxes to pay the indebtedness. Supports legislation to clarify that revenue bonds do not count toward a 5% statutory debt limit.

2019 IASB Legislative Resolutions

STUDENT ACHIEVEMENT AND ACCOUNTABILITY

1. RESEARCH-BASED INITIATIVES

Supports implementation of initiatives in Iowa's Pre-K-12 education system that:

- Are research-based;
- Are focused on student achievement, and:
- Do not "re-purpose" existing education funds.

2. STANDARDS AND ACCOUNTABILITY

Supports continued progress in the development of rigorous content standards and benchmarks that reflect the real-world knowledge and skills students need to graduate from high school prepared for college or to enter the workforce, including the following state actions:

- Provide and fund technical assistance to help school districts fully implement the lowa Core
 Content Standards which define what students should know and be able to do in math,
 science, literacy, social studies, and 21st Century skills in areas such as financial and
 technological literacy.
- Implement a statewide assessment that aligns to the lowa Core Content standards and provide the necessary funding and technological capacity for every student to successfully complete the assessment.
- Support research-based professional development that provides educators with training, support and time to work together so that they can successfully teach a rigorous curriculum to all students. Ensure that curriculum decisions about how to teach remain in the hands of local schools and teachers.
- Include and fund all the components of successful standards systems: assessments aligned to high expectations, improved and aligned instruction and quality professional development.

IASB supports development of model content standards, recommended assessments and professional development supports in additional content areas but opposes expanding accountability, reporting and accreditation requirements in these areas.

3. PRESCHOOL

Supports continued funding to ensure that all 4-year-olds have access to the Statewide Voluntary Preschool Program.

Supports an increase in funding from the current weighting of 0.5 to 1.0 full-time equivalent to increase the ability of districts to provide services such as full-day programming and transportation to ensure that all 4-year-olds have the ability to attend the Statewide Voluntary Preschool Program.

Districts should be given maximum flexibility to assign costs to the program.

4. EARLY LITERACY

Supports the continued development of and funding for research on best practices for improving proficiency in early literacy strategies.

Supports continued funding for professional development and classroom intervention strategies focused on implementing best practices for early literacy in grades PK-3.

2019 IASB Legislative Resolutions

Supports the continuation of programs currently funded by the early intervention block grant program with flexibility to use those funds for other K-3 literacy programs if approved by the school board.

Supports additional funding for programs designed to ensure that all students meet literacy expectations by the end of 3rd grade.

5. ENGLISH LEARNERS

Supports sufficient and on-time funding for English-learners (EL) until the students reach proficiency

6. DROPOUT/AT RISK

Supports the inclusion of dropout prevention and funding for at-risk students in the foundation formula and the inclusion of socio-economic status as a factor in determining a student's at-risk status. Opposes changes to the compulsory age of attendance unless sufficient funds are provided to implement strategies to retain those students.

7. MENTAL HEALTH

Supports efforts to establish comprehensive community mental health systems to offer preventative and treatment services and comprehensive school mental health programs that include in-school access for students to mental health professionals and provisions for reimbursement by Medicaid and private insurers.

Supports additional ongoing teacher, administrator, and support staff training to improve the awareness and understanding of child emotional and mental health needs.

Supports incentives for workforce development for mental health professionals in schools.

8. SPECIAL EDUCATION - STATE

Supports predictable and timely state funding to serve students receiving special education services at a level that reflects the actual cost including educational programming and health care costs.

9. SPECIAL EDUCATION - FEDERAL

Supports federal commitment to fund 40 percent of the cost of educating students receiving special education services, and requests that the federal government fulfill that long-standing commitment by increasing funding a minimum of 8 percent per year until the 40 percent figure is achieved.

10. AREA EDUCATION AGENCIES

Supports full funding of the area education agencies to provide essential services in a cost-effective manner to school districts including, but not limited to:

- special education;
- technology;
- professional development;
- curriculum assessment; and
- student assessment data analysis.

2019 IASB Legislative Resolutions

11. SCHOOL CALENDARS

Supports the authority of locally elected school boards to determine the school calendar to best meet student needs, including start dates, year round schools, and other innovations.

EDUCATOR QUALITY

12. TEACHER LEADERSHIP AND DEVELOPMENT

Supports adequate resources for research-based programs and strong instructional leadership, including:

- teacher leadership and development
- beginning teacher mentoring programs
- quality professional development programs.

13. MARKET-COMPETITIVE WAGES

Supports providing school districts with incentives and the flexibility to pay market competitive wages for shortage area positions, especially in the areas required to meet graduation and lowa content standards.

14. BENEFITS

Supports allowing school districts to voluntarily enroll their employees in the state's health, dental and life/long-term disability insurance pools.

15. ALTERNATIVE LICENSURE

Supports the adoption of alternative teacher licensure upon completion of research-based teaching pedagogy training in addition to content knowledge in a curricular area. IASB also supports the creation of reciprocity agreements with other states with high-quality education programs so as to increase diversity among our certified teachers and administrators.

16. STAFF REDUCTIONS

Supports giving school districts and AEAs the option to waive the termination requirements in Iowa Code Section 279.13 to reduce staff in response to reductions in funding or to comply with an arbitrator's award.

17. ARBITRATIONS

Supports a requirement that arbitrators, prior to the imposition of an award, must first consider local conditions, ability to pay, and local settlement history. After the arbitrator determines the school district, AEA or community college has the ability to pay, the arbitrator should then consider comparability based upon similar size and geographic region.

18. LABOR/EMPLOYMENT LAWS

Supports labor and employment laws that balance the rights of the employees with the rights of management, with an emphasis on student achievement and student safety.

2019 IASB Legislative Resolutions

FISCAL RESPONSIBILITY AND STEWARDSHIP

19. SCHOOL FUNDING POLICY

Supports a school foundation formula that:

- Provides sufficient and timely funding to meet education goals;
- Equalizes per pupil funding;
- Provides a funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts;
- Includes factors based on changes in demographics including socio-economic status, remedial programming, and enrollment challenges;
- Reflects actual costs for special education services;
- Incorporates categorical funding in the formula within three years; and
- Includes a mix of property taxes and state aid.

20. SUPPLEMENTAL STATE AID

Supports setting supplemental state aid:

- For FY 2020, by January 31, 2019;
- For FY 2021 and future budget years, at least 14 months prior to the certification of the school's district budgets; and
- at a rate that sufficiently supports local districts' efforts to plan, create and sustain world-class schools.

Setting supplemental state aid within the statutory requirements allows districts to make sound financial decisions on programs, staffing levels, and providing the best possible education to all students.

IASB supports a formula driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.

21. PROPERTY TAXES

Supports holding school districts harmless in property tax restructuring. Supports efforts to minimize property tax disparities created by the additional levy rate without compromising additional resources to school districts. Supports improved transparency and limits on the use of Tax Increment Financing (TIF) including the following requirements:

- To include all affected taxing bodies before creation of a TIF district:
- To limit the duration of all TIF districts.

22. SPECIAL LEVY FUNDS

Supports flexibility in the use of special levy funds.

23. TAX BASE

Supports an independent, bi-annual cost-benefit analysis of all income, sales or property tax exemptions, credits or deductions. Creation of a new tax credit must undergo an independent cost-benefit analysis. The legislature should have sole authority to make revisions to definitions that impact taxes, restrict future tax bases or provide additional tax breaks that decrease revenue to the state and either directly or indirectly impact tax revenue for schools.

2019 IASB Legislative Resolutions

24. FRANCHISE FEES

Opposes the imposition of franchise fees on school corporations unless the board of directors agrees to such a fee.

25. CONSTITUTIONAL TAX LIMITATIONS

Opposes a constitutional amendment or statewide voter referendum that would limit taxes, spending or local control impacting education.

26. UNFUNDED MANDATES

Opposes any new mandate that does not provide sufficient and sustainable funding for successful implementation.

SCHOOL INFRASTRUCTURE

27. SAVE (Secure an Advanced Vision for Education)

Supports repeal of the December 31, 2029 sunset on the statewide penny sales tax for school infrastructure.

Supports preserving the integrity of the statewide penny sales tax for school infrastructure including the tax equity provisions in the following manner:

- No diversions or expansions of allowable uses;
- Continued growth in the per pupil amount beyond the 2029 sunset date.

28. BOND ISSUES

Supports allowing school bond issues to be passed by a simple majority vote.

Supports the authority to levy a combination of property taxes and income surtaxes to pay the indebtedness.

Supports legislation to clarify that revenue bonds do not count toward a 5 percent statutory debt limit.

Supports keeping the current bond referendum election dates at four per year.

GOVERNANCE

29. EXPANDING EDUCATIONAL OPPORTUNITIES

Supports providing the flexibility to expand educational opportunities and choices for students and families. Educational options must remain under the sole authority of locally elected school boards charged with representing community interests and accountability. IASB supports efforts including:

- Investment in magnet and innovation schools; expansion in flexible program offerings; and greater partnerships among schools and community organizations
- Establishment of charter schools:
- Establishment or use of on-line schools or classes.

Supports opportunities for continued collaboration between public and non-public schools; however, the association opposes the use of additional taxpayer funds for the creation of vouchers

2019 IASB Legislative Resolutions

or educational savings accounts or an increase in tax credits or deductions directed toward non-public schools.

30. SHARING AND REORGANIZATION

Supports continuation of sufficient incentives and assistance to encourage sharing or reorganization between school districts including the establishment of regional schools.

31. HOME SCHOOL ASSISTANCE PROGRAM

Supports having Home School Assistance Program students register with their public- school attendance centers.

2019 IASB Legislative Priorities

MENTAL HEALTH

(RESOLUTION 7)

Supports efforts to establish comprehensive community mental health systems to offer preventative and treatment services and comprehensive school mental health programs that include in-school access for students to mental health professionals and provisions for reimbursement by Medicaid and private insurers.

Supports additional ongoing teacher, administrator, and support staff training to improve the awareness and understanding of child emotional and mental health needs.

Supports incentives for workforce development for mental health professionals in schools.

SCHOOL FUNDING POLICY

(RESOLUTION 19)

19. SCHOOL FUNDING POLICY

Supports a school foundation formula that:

- Provides sufficient and timely funding to meet education goals;
- Equalizes per pupil funding;
- Provides a funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts;
- Includes factors based on changes in demographics including socio-economic status, remedial programming, and enrollment challenges;
- Reflects actual costs for special education services;
- Incorporates categorical funding in the formula within three years; and
- Includes a mix of property taxes and state aid.

SUPPLEMENTAL STATE AID

(RESOLUTION 20)

Supports setting supplemental state aid:

- For FY 2020, by January 31, 2019;
- For FY 2021 and future budget years, at least 14 months prior to the certification of the school's district budgets; and
- at a rate that sufficiently supports local districts' efforts to plan, create and sustain world-class schools.

Setting supplemental state aid within the statutory requirements allows districts to make sound financial decisions on programs, staffing levels, and providing the best possible education to all students.

IASB supports a formula driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.

2019 IASB Legislative Priorities

SAVE (SECURE AN ADVANCED VISION FOR EDUCATION)

(RESOLUTION 27)

Supports repeal of the December 31, 2029 sunset on the statewide penny sales tax for school infrastructure.

Supports preserving the integrity of the statewide penny sales tax for school infrastructure including the tax equity provisions in the following manner:

- No diversions or expansions of allowable uses;
- Continued growth in the per pupil amount beyond the 2029 sunset date.



Inspire Learning.
Unlock Potential.
Empower Achievement.

School Board Work Session Minutes June 10, 2019

100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education work session was called to order at 5:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: AbouAssaly, Isenberg, Lausen, Nelson, Wall, and Weaver. Absent: Mehaffey.

200: Adoption of the Agenda Motion 193-06-10

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

300: Closed Session

301: Motion to Move into Closed Session Motion 194-06-10

MOTION by Isenberg to move into closed session at 5:01 PM as provided in Section 21.5(I)(i) of the Open Meetings Law to evaluate the professional competency of an individual whose performance is being considered to prevent needless and irreparable injury to that individual's reputation, second by Lausen. Roll call vote, all ayes. Motion carried.

302: Motion to Return to Open Session Motion 195-06-10

MOTION by Lausen to return to open session at 6:34 PM, second by AbouAssaly. Roll call vote, all ayes. Motion carried.

400: Open Session

401: Adjournment *Motion* 196-06-10

MOTION by Lausen to adjourn the work session at 6:35 PM, second by Isenberg. Voice vote, all ayes. Motion carried.

es. Motion carried.	
	Sondra Nelson, Board President
	JT Anderson, Board Secretary/Treasurer



School Board Regular Meeting Minutes June 10, 2019



100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education regular meeting was called to order at 7:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: AbouAssaly, Isenberg, Lausen, Nelson, Wall, and Weaver. Absent: Mehaffey.

200: Adoption of the Agenda Motion 197-06-10

MOTION by Wall to adopt the agenda as presented, with the walk-in exhibits for an additional personnel listing and the Knutson Construction contract, second by Lausen. Voice vote, all ayes. Motion carried.

300: Audience Communications

No communications received.

400: Informational Reports

401: School Naming Committee

Sara Hora, representative from the School Naming Committee, reported there were 717 names submitted for consideration by the students and community. The committee recommended Hazel Point Intermediate for the Echo Hill Road location and Boulder Peak Intermediate for the 35th Avenue location. *Hazel Point was chosen due to its historical connection to one of the original one-room schoolhouses. Boulder Peak was submitted by Indian Creek 5th Grader Evelyn Horn because, "We want to be strong and unstoppable to get to the peak of learning."*

402: Policy Committee Meeting (May 22)

The committee reviewed the full 1000 series and recommended the replacement of several policies with the *Facilities Use Handbook*, along with the deletion of policy that pertains to the ICN classroom, as the district no longer has one.

403: School Improvement Advisory Committee (May 22)

The committee discussed feedback from the fall, High Reliability Schools, and Iowa Assessments.

404: Marion City Council (May 23 and June 6)

No report given.

405: Iowa BIG Advisory Board (June 5)

No report given.

406: Cabinet Update – Exhibit 406.1

Superintendent Bisgard congratulated the district on a successful school year, shared an update on the construction of the intermediate buildings, and reported there will be a groundbreaking ceremony for the intermediate buildings on June 27th beginning at noon at the Echo Hill Road site and, immediately following, at the 35th Avenue site.

500: Unfinished Business

501: Award of Street/Sewer Project Bid – Exhibit 501.1 *Motion 198-06-10*

MOTION by Lausen to award the street/sewer project for the 35th Avenue intermediate building to Rathje Construction as the lowest responsive bid for a total of \$894,640.05, second by AbouAssaly. Voice vote, all ayes. Motion carried.

502: Naming of Intermediate Buildings Motion 199-06-10

MOTION by AbouAssaly to name the Echo Hill Road intermediate building as Hazel Point Intermediate and the 35th Avenue intermediate building as Boulder Peak Intermediate, second by Wall. Voice vote, all ayes. Motion carried.

600: New Business

601: Approval of Resolution Directing Sale of Bonds - Exhibit 601.1 Motion 200-06-10

MOTION by AbouAssaly to approve the resolution directing the sale of \$53,580,000 general obligation school and refunding bonds, series 2019, to Robert W. Baird & Co., for \$57,216,848.25, plus interest, second by Lausen. Matt Gillaspie, Managing Director with Piper Jaffray, reviewed the bids received. Roll call vote, all ayes. Motion carried.

602: Approval of Resolution Authorizing Redemption of Bonds – Refer to Exhibit 601.1 <u>Motion 201-06-10</u> **MOTION** by AbouAssaly to approve the resolution authorizing the redemption of \$10,000,000; outstanding general obligation school refunding bonds, Series 2011A, of the Linn-Mar Community School District, State of lowa, dated April 12, 2011, and directing notice to be given, second by Weaver. Roll call vote, all ayes. Motion carried.

603: Transfer of Funds *Motion 202-06-10*

MOTION by AbouAssaly to transfer \$18,378.02 from the general fund to the student activity fund to cover purchases which occurred between July 1, 2018 and June 30, 2019 for protective and safety equipment for extra-curricular/interscholastic contests or competitions, second by Weaver. Roll call vote, all ayes. Motion carried.

604: District Harassment Brochures - Exhibits 604.1-2 Motion 203-06-10

MOTION by Wall to approve the PK-5 and 6-12 grade harassment brochures for 2019-20, as presented, second by AbouAssaly. Voice vote, all ayes. Motion carried.

605: Emergency Operations/School Safety Plan – Exhibit 605.1 Motion 204-06-10

MOTION by AbouAssaly to approve the district's emergency operations/school safety plan, as presented, second by Wall. Voice vote, all ayes. Motion carried.

606: Part-Time Nutrition Services FY20 Agreement Motion 205-06-10

MOTION by Wall to approve the part-time Nutrition Services agreement for fiscal year 2020 at an increase of 2.51%, second by Isenberg. Voice vote. AbouAssaly abstained. All ayes. Motion carried.

607: First Reading of Policy Recommendations - Exhibit 607.1 Motion 206-06-10

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

- 605.3 Graduation Requirements
- The full 1000 series was reviewed with changes recommended to the following policies:
 - o 1001.8 Public Examination of District Records
 - o 1003.4-R Admin Regulations Regarding School District Volunteers
 - o 1004.1 Community Use of District Buildings/Sites/Equipment
 - 1004.1-R3 Admin Regulations Regarding Insurance for Employee-Sponsored Activities

- o 1004.4 Use of School Facilities for Private Profit
- o 1004.4-R Admin Regulations Regarding use of ICN Facilities/Equipment
- o 1004.6 Loan of School Equipment
- o Deletion/replacement of following policies with Facilities Use Manual (1004.1-R1):
 - 1004.1-R1 Admin Regs Regarding Community Use of District Building/Sites/Equip
 - 1004.1-R2 Admin Regulations Regarding Schedule of Rentals
 - 1004.1-E1 Request Use of Facilities
 - 1004.2 Use of Stadium
 - 1004.2-E1 Stadium Use Application
 - 1004.2-E2 Participant Release Form
 - 1004.8 Use of Aquatic Center
 - 1004.8-E1 Aquatic Center Use Application

608: Open Enrollment Requests Motion 207-06-10

MOTION by AbouAssaly to approve the list of open enrollment requests as presented, second by Isenberg. Voice vote, all ayes. Motion carried.

Approved IN

Name	Grade	Resident District	Reason
Glessner, Myles	K	Cedar Rapids CSD	On time
Jackson, Ava	K	Cedar Rapids CSD	On time
Jackson, Jace	3 rd	Cedar Rapids CSD	Good cause
Jackson, Kenrick	2 nd	Cedar Rapids CSD	Good cause
King, Gabe	1 st	Cedar Rapids CSD	Good cause
Schenk, Gabriel	K	Cedar Rapids CSD	On time

Approved OUT

2 10 p : 0 : 0 a : 0 : 1			
Name	Grade	Resident District	Reason
Kidd, Caitlin	12 th	CAM	Good cause
Walker, Dondrea	8 th	Marion Independent	Good cause
Walker, Mya	7 th	Marion Independent	Good cause

Denied OUT

Name	Grade	Resident District	Reason
Banowetz, Abigail	7 th	Marion Home School	No good cause

700: Consent Agenda *Motion 208-06-10*

MOTION by Lausen to approve the consent agenda with the addition of the two walk-in exhibits, second by AbouAssaly. Voice vote, all ayes. Motion carried.

701: Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Bierman, Elizabeth	EH: Student Support Services Teacher	8/16/19	BA, Step 4
Boyle, Allison	BW/IC: Student Support Services Teacher	8/16/19	BA+12, Step 3
Crawley, Anthony	NE: 2 nd Gr Teacher	8/16/19	BA, Step 1
Feller, Isabella	WE: 5 th Gr Teacher	8/16/19	BA, Step 1
Havlik, Keri	BW: .5 Reading Teacher	8/16/19	MA, Step 17
Kolodick, Katalin	From NE Student Support Associate to EH Student	8/16/19	BA, Step 8
	Support Services Teacher	0/10/19	вд, отер о
McDonald, Charlotte	OR: Family Consumer Science Teacher	8/16/19	BA+24, Step 15
Mixdorf, Zachery	OR: 6 th Gr Teacher	8/16/19	MA+15, Step 11
Orabutt, Christopher	HS/Compass: Social Studies Teacher	8/16/19	BA, Step 2
Price, Michelle	BW: 5 th Gr Teacher	8/16/19	BA+12, Step 11
Ranbarger, Anna	District: ELL Teacher	8/16/19	MA, Step 9
Reynolds, Lauren	From .5 OR/.5 HS to 1.0 HS Spanish Teacher	8/20/19	Same

Name	Assignment	Dept Action	Salary Placement
Richmann, Kalle	HS: Student Support Services Teacher	8/16/19	MA, Step 9
Towns, Katie	District: ELL Teacher	8/16/19	BA+24, Step 15

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Axeen, Angela	HS: English Teacher	6/7/19	Other Employment
Russell, Amy	HS: Foreign Language Teacher	6/14/19	Other Employment
Wherry, Dan	EH: Student Support Services Teacher	6/14/19	Relocation

WALK-IN EXHIBIT Certified Staff: Extended Leave of Absence

Name	Assignment	Dept Action	Reason
Ward, Kelly	IC: School Counselor	2019-20 School Year	Family Care

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Blackford, Robin	EX: From Counselor Secretary to Student Support Associate	8/20/19	LMSEAA II, Step 19
Brandt, Mykaela	EH: From .5 to 1.0 Student Support Associate	8/20/19	Same
Dorsey, Katie	HS: From .5 to 1.0 Family Resource Specialist	7/1/19	\$45,000/year
Faidley, Corbin	AC: Aquatic Instructor	6/3/19	\$12.00/hour
Feigenbaum, Heather	EH: From Media Assistant to Building Secretary	8/1/19	LMSEAA IV, Step 16
Fox, Alex	O&M: Seasonal Help	6/10/19	\$10.00/hour
Green, Nicole	IC: From Student Support Associate to Paraprofessional	8/20/19	LMSEAA V, Step 13
Love, Brynne	From HS Records Secretary to NS-HS General Help	8/20/19	PTNS, Step 1
McCloy, Jennifer	EH: From 1.0 to .5 Student Support Associate	8/20/19	Same
Smith, Editha	From EX to IC Custodian	5/24/19	Same
Woodwick, Jenna	EX: Student Support Associate	8/20/19	LMSEAA II, Step 6
Young, Annie	From ATLAS Student Supervisor to EX Student Support Associate	8/20/19	LMSEAA II, Step 13

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Cummings, Miranda	LG: Student Support Associate	5/24/19	Termination
Duesing, Elise	EH: Building Secretary	6/5/19	Other Employment
Krieger, Nicole	LRC: NS Administrative Assistant	6/7/19	Relocation

Co/Extra-Curricular Staff: Resignation

Name	Assignment	Dept Action	Reason
Brinkmeyer, Corey	HS: Head Varsity Boys' Soccer Coach	5/28/19	Personal
Carpenter, Stacie	HS: Head Varsity Girls' Tennis Coach	5/29/19	Personal
Cory, Nic	OR: Assistant Boys' Swim Coach	6/3/19	Personal
Cory, Nic	OR: Head 8th Gr Boys' Basketball Coach	6/3/19	Personal
Kauffman, Doug	OR: Head 7th Gr Volleyball Coach	5/21/19	Personal
Livadaru, Tudor	HS: Assistant Varsity Girls' Soccer Coach	5/29/19	Personal
Rastetter, Kelsey	HS: Assistant 10th Gr Girls' Basketball Coach	5/22/19	Personal

702: Approval of May 20th Minutes - Exhibit 702.1

703: Approval of Bills - Exhibit 703.1

704: Approval of Contracts – Exhibits 704.1-12

- 1. Commissioning agent agreement with System Works, LLC for intermediate buildings
- 2. Agreement with MindWise Innovations for use of Brief Screen for Adolescent Depression
- 3. Electric service agreement with Interstate Power & Light Company

- 4. DJ agreement with Ultimate Entertainment Iowa for prom 2019-20
- 5. DJ agreement with Ultimate Entertainment Iowa for prom 2020-21
- 6. Student teaching agreement with Buena Vista University for 2019-20
- 7. Student teaching agreement with Grand Canyon University for 2019-20
- 8. Independent contractor agreement with Ryan Hoagland
- 9. Independent contractor agreement with Sherry Stone
- 10. Independent contractor agreement with Vanessa Terrell
- 11. Contractor agreement with Larson Construction for 35th Avenue intermediate building project
- 12. Independent contractor agreement with Toya Ambrose
- 13. Interagency agreements for special education with Davenport CSD (1). For student confidentiality, exhibits not provided.
- 14. Walk-In Exhibit: Construction contract with Knutson Construction for Echo Hill Road intermediate building project

800: Board Communications/Calendar/Committees/Advisories

801: Board Communications & Calendar

Date	Time	Event	Location
June 11	All Day	Lions Open Golf Outing	Hunters Ridge Golf Course
June 20	5:30 PM	Marion City Council (Nelson)	City Hall
June 27	Noon	Ground Break Ceremonies for Intermediate Bldgs	Echo Hill Road Site
Date	Time	Event	Location
July 15	5:00 PM	Board Regular Meeting (No Work Session)	LRC Boardroom
July 18	5:30 PM	Marion City Council (Mehaffey)	City Hall
Date	Time	Event	Location
August 8	7:30 AM	Finance/Audit Committee	LRC Conference Room 203
August 8	5:30 PM	Marion City Council	City Hall
August 12	5:00 PM	Board Work Session	LRC Boardroom
August 12	7:00 PM	Board Regular Meeting	LRC Boardroom
August 20	7:00 AM	Staff Welcome Back	HS Auditorium
August 22	5:30 PM	Marion City Council	City Hall
August 26	5:00 PM	Board Work Session	LRC Boardroom
August 26	7:00 PM	Board Regular Meeting	LNC Bualdibuili

802: Committees/Advisories

Committees/Advisories	Board Representatives
Finance/Audit Committee	AbouAssaly, Lausen, and Nelson
Policy/Governance Committee	Isenberg, Wall, and Weaver
Career & Technical Education Advisory Committee (CTE)	Nelson and Mehaffey
School Improvement Advisory Committee (SIAC)	AbouAssaly and Mehaffey
Iowa BIG Advisory Board	Isenberg
Linn County Conference Board	Lausen
Facilities Advisory Committee	Nelson and AbouAssaly

900: Adjournment Motion 209-06-10

MOTION by AbouAssaly to adjourn the regular meeting at 7:54 PM, second by Isenberg. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President
JT Anderson, Board Secretary/Treasurer

IA - Warrants Paid Listing

<u>Criteria</u>

Fiscal Year: 2018-2019

Date Range: 06/07/2019 - 07/11/2019

Vendor Name	Description	Check Total
d: AQUATIC CENTER		
ARADHYA CHIRANJEEVI	MISC REVENUE	\$157.50
BMO MASTERCARD	GENERAL SUPPLIES	\$1,260.36
BMO MASTERCARD	TRAVEL	\$14.51
BRISLAWN KIMBERLY	MISC REVENUE	\$52.50
CEDAR RAPIDS AQUATICS ASSOCIATION	GENERAL SUPPLIES	\$40.00
COSELMAN STEFANIE	MISC REVENUE	\$75.00
DESALVO AMANDA	MISC REVENUE	\$90.00
DIXSON NATHANAIL	MISC REVENUE	\$195.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$20,558.57
GANAPATHY PUGAZHVANAN	MISC REVENUE	\$90.00
HALLSTED YIM LING	MISC REVENUE	\$105.00
HAMILTON DIANNA	MISC REVENUE	\$78.25
HEATER NATHAN	MISC REVENUE	\$75.00
HOLUB AMBER	MISC REVENUE	\$45.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$388.82
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$1,662.47
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$388.82
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$1,662.47
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$1,182.29
IOWA CITY EELS SWIM CLUB, INC	GENERAL SUPPLIES	\$34.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$790.73
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$1,186.76
IOWA SWIMMING, INC (DES MOINES)	GENERAL SUPPLIES	\$835.00
KUDUMOVIC MIRELA	MISC REVENUE	\$60.00
LIGHTFOOT TABITHA	MISC REVENUE	\$150.00
LOFTSGARD DANA	MISC REVENUE	\$52.50
LONG REBECCA	MISC REVENUE	\$225.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$20.33
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$6.23
METRO INTERAGENCY INS PROG. METRO INTERAGENCY INS PROG.	FE LIAB-MEDICAL INSURANCE	\$916.76
	ER LIAB-DENTAL INS	\$77.81
METRO INTERAGENCY INS PROG.	MISC REVENUE	\$22.50
MEYER LAUREN	MISC REVENUE	\$105.00
MUKATI BHASKAR	MISC REVENUE	\$37.50
MULHOLLAND MOLLY	MISC REVENUE	\$78.75
NICODEMUS KIM	MISC REVENUE	\$270.00
NOHR JOANNA	MISC REVENUE	\$225.00
PARIKH MRUNAL		\$244.92
PETER BRANDI	TRAVEL	\$1,147.50
PULLING WATER, LLC	GENERAL SUPPLIES	\$7,147.50
REID AUDREY	MISC REVENUE	\$52.50
ROBERTSON AMY SUE	MISC REVENUE	
SCHOLTING CALLIE	MISC REVENUE	\$60.00
SCILLEY COURTNEY	MISC REVENUE	\$120.00

IA - Warrants Paid Listing	Pata Rayer	Criteria 2: 06/07/2019 - 07/11/20
Fiscal Year: 2018-2019	Date Range	2. 00/07/2019 - 07/11/20
Vendor Name	Description	Check Total
SHARMA NIYATI	MISC REVENUE	\$232.50
STEENSMA TERESA	MISC REVENUE	\$112.50
SUBRAMANIAN V	MISC REVENUE	\$67.50
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$447.99
USA SWIMMING/IOWA SWIMMING, INC	GENERAL SUPPLIES	\$152.00
VIJAY SANDHYA	MISC REVENUE	\$7.50
Fund: CAPITAL PROJ FR BON	Fund	Total: \$35,940.34
BOOMERANG CORP	CONSTRUCTION SERV	\$105,575.40
HALL & HALL ENGINEERS INC	ARCHITECT	\$1,680.00
IRONSIDE RICK	OTHER PROFESSIONAL	\$2,000.00
LARSON CONSTRUCTION COMPANY, INC	CONSTRUCTION SERV	\$614,516.03
OPN ARCHITECTS, INC.	ARCHITECT	\$277,964.13
TERRACON CONSULTANTS INC	ARCHITECT	\$4,497.25
	Fund	Total: \$1,006,232.81
Fund: GENERAL	INCTRLICTIONAL CURRULES	\$102.94
ADAPTIVE TECH SOLUTIONS, LLC	INSTRUCTIONAL SUPPLIES	\$102.84 \$1.464.00
ADCRAFT PRINTING COMPANY	GENERAL SUPPLIES	\$1,164.00 \$616.80
ADVANCE AUTO PARTS	MAINTENANCE SUPPLIES	\$616.89 \$404.54
ADVANCE AUTO PARTS	TRANSP. PARTS	\$494.54
ADVANTAGE	GENERAL SUPPLIES	\$206.68
AGVANTAGE FS	GASOLINE	\$5,091.63 \$3,473.00
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$2,472.00 \$1,085.04
AIRGAS NORTH CENTRAL ALBURNETT COMMUNITY SCHOOLS	MAINTENANCE SUPPLIES TUITION OPEN ENROLL	\$1,003.04 \$183,167.16
ALL INTEGRATED SOLUTIONS	TRANSP. PARTS	\$183,107.10 \$41.39
ALLEN BRITNEY	STUDENT FEES	\$90.00
ALLIANT ENERGY	ELECTRICITY	\$79,367.97
AMERICAN INSTITUTES FOR RESEARCH	INSTRUCTIONAL SUPPLIES	\$399.00
ANDERSON DAVID	INSTRUCTIONAL SUPPLIES	\$399.00 \$74.76
	MAINTENANCE SUPPLIES	\$457.40
ANIXTER, INC. APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$5,880.00
AREA SUBSTANCE ABUSE COUNCIL	INSTRUCTIONAL SUPPLIES	\$5,880.00 \$60.00
ARNOLD BRIANNE	TRAVEL	\$5.46
ARNOLD BRIAINE ARNOLD MOTOR SUPPLY	MAINTENANCE SUPPLIES	\$33.43
ARNOLD MOTOR SUPPLY	SHOP TOOLS/EQUIPMENT	\$366.63
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$188.00
ASIFLEX	EE LIAB-FLEX DEP CARE	\$38,797.19
ASIFLEX	EE LIAB-FLEX DEF CARE EE LIAB-FLEX HEALTH	\$15,270.84
ASIFLEX	OTHER PROFESSIONAL	\$15,270.64 \$773.50
AUTO-JET MUFFLER	TRANSP. PARTS	\$482.85
BALANCED FITNESS & HEALTH	MAINTENANCE SUPPLIES	\$317.60
BAUER BUILT	TIRES AND TUBES	\$4,261.52
BMO MASTERCARD	COMP/TECH HARDWARE	\$4,261.52 \$2,112.75
BMO MASTERCARD	DUES AND FEES	\$2,112.75 \$494.95

Report: rptIAChecksPaidListing

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2019.1.18

Page:

Printed: 07/11/2019

9:47:28 AM

IA - Warrants Paid Listing

<u>Criteria</u>

Fiscal Year: 2018-2019

Date Range: 06/07/2019 - 07/11/2019

Vendor Name	Description	Check Total
BMO MASTERCARD	EQUIPMENT >\$1999	\$6,185.97
BMO MASTERCARD	EQUIPMENT REPAIR	\$723.53
BMO MASTERCARD	GARBAGE COLLECTION	\$3,762.29
BMO MASTERCARD	GASOLINE	\$96.02
BMO MASTERCARD	GENERAL SUPPLIES	\$12,359.15
BMO MASTERCARD	GROUNDS UPKEEP	\$197.90
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$18,531.79
BMO MASTERCARD	LIBRARY BOOKS	\$1,953.53
BMO MASTERCARD	MAINTENANCE SUPPLIES	\$966.93
BMO MASTERCARD	MISC REVENUE	(\$10.17)
BMO MASTERCARD	MISC. GRANTS	\$108.98
BMO MASTERCARD	OTHER PROFESSIONAL	\$456.90
BMO MASTERCARD	Parking Fees	(\$3.38)
BMO MASTERCARD	PROF SERV: EDUCATION	\$1,808.30
BMO MASTERCARD	REPAIR PARTS	\$40.43
BMO MASTERCARD	REPAIR/MAINT SERVICE	\$622.58
BMO MASTERCARD	SMALL TOOLS	\$649.09
BMO MASTERCARD	STAFF WORKSHP/CONF	\$2,740.86
BMO MASTERCARD	MISC. REVENUE	\$2,809.20
BMO MASTERCARD	TEXTBOOKS	\$4,519.00
BMO MASTERCARD	TRAVEL	\$4,704.34
BOHNSACK & FROMMELT LLP	OTHER PROFESSIONAL	\$9,000.00
BOOKHOUSE	LIBRARY BOOKS	\$2,795.06
BRECKE	REPAIR/MAINT SERVICE	\$228.54
BROWN PHILIP	TRAVEL	\$1.25
BROWN ROGER	TRAVEL	\$91.07
BUDGET CAR RENTAL	RENTALS EQUIPMENT	\$1,784.50
BURGESS GAYLA	TRAVEL	\$14.04
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$693.75
C.J. COOPER & ASSOCIATES	PHYSICALS	\$960.00
C4 OPERATIONS BACKGROUND CHECK SERVICES	OTHER PROFESSIONAL	\$36.00
CALCARA MARILYN	TRAVEL	\$43.68
CAM COMMUNITY SCHOOL DISTRICT	TUITION OPEN ENROLL	\$20,864.68
CAMPBELL SUPPLY	MAINTENANCE SUPPLIES	\$176.67
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$25,716.33
CARROLL CONSTRUCTION SUPPLY	REPAIR PARTS	\$378.87
CEDAR RAPIDS COMM SCH DIST	PROF SERV: EDUCATION	\$1,184.64
CEDAR RAPIDS COMM SCH DIST	TUITION IN STATE	\$1,791.65
CEDAR RAPIDS COMM SCH DIST	TUITION OPEN ENROLL	\$388,443.38
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$1,414.92
CENTER POINT-URBANA HIGH SCHOOL	TUITION OPEN ENROLL	\$13,648.24
CENTRAL CITY COMMUNITY SCHOOL	TUITION OE-REG ED	\$14.40
CENTRAL CITY COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$7,148.90
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$4,772.89
CENTURYL INK	TELEPHONE	\$743.39

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Vendor Name	Description	Check Total
CENTURYLINK	TELEPHONE	\$2,469.37
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$857.20
CITY LAUNDERING COMPANY	INSTRUCTIONAL SUPPLIES	\$738.47
CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$38.47
CITY LAUNDERING COMPANY	LEGAL SERVICES	\$161.17
CITY OF MARION.	INSTRUCTIONAL SUPPLIES	\$129.00
CITY OF MARION.	OTHER PROFESSIONAL	\$813.14
CITY TREASURER'S OFFICE	INSTRUCTIONAL SUPPLIES	\$1,902.00
CLAY ELIZABETH	TRAVEL	\$254.59
CLAYTON RIDGE COMMUNITY SCHOOL DISTRICT	TUITION OPEN ENROLL	\$13,974.54
CLEAR CREEK AMANA COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$6,987.27
COLLECTION	EE LIAB-GARNISHMENTS	\$4,946.09
COLLEGE COMMUNITY SCHOOLS	PROF SERV: EDUCATION	\$6,344.52
COLLEGE COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$21,736.39
COLOR WEB PRINTERS, INC	ADVERTISING	\$959.04
COMMUNITY HEALTH CHARITIES	EE LIAB-CHARITY	\$10.00
COONROD EMILY	INSTRUCTIONAL SUPPLIES	\$119.40
CR/LC SOLID WASTE AGENCY	GARBAGE COLLECTION	\$352.88
CRESCENT ELECTRIC	ELECTRICAL SUPPLY	\$281.59
CULLIGAN	GENERAL SUPPLIES	\$362.30
O&KPRODUCTS	GROUNDS UPKEEP	\$311.15
DAUTREMONT STACIA	TRAVEL	\$90.95
DAYTON JOYCE	TRAVEL	\$25.35
DENNIS COMPANY	REPAIR PARTS	\$900.32
DRYSPACE INC	REPAIR/MAINT SERVICE	\$2,005.88
EARNEST VALERIE	INSTRUCTIONAL SUPPLIES	\$110.00
ENTERPRISE	RENTALS EQUIPMENT	\$2,798.40
F & B CAB CO., INC	TRANSP PRIVATE CONT	\$1,981.90
* & W SERVICE CO., INC	SHOP TOOLS/EQUIPMENT	\$4,976.00
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$25.18
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,277,032.48
FASSELIUS CASEY	TRAVEL	\$26.95
FEDEX	GENERAL SUPPLIES	\$10.17
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$308.71
FRY KEVIN	TRAVEL	\$54.13
GAUGER CATHY	TRAVEL	\$20.12
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$460.76
GRAINGER	MAINTENANCE SUPPLIES	\$408.18
GRANT WOOD AEA	GENERAL SUPPLIES	\$1,277.75
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$761.73
GRANT WOOD AEA	Print Shop Printing	\$47.06
GRANT WOOD AEA	PROF SERV: EDUCATION	\$750.00
HALVERSON GINGER	TRAVEL	\$250.11
HANDS UP COMMUNICATIONS	GENERAL SUPPLIES	\$180.00
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$540.00

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Vendor Name	Description	Check Total
HARGERS ACCOUSTICS INC	GENERAL SUPPLIES	\$270.00
HARMS JON	TRAVEL	\$14.12
HAYES ELIZABETH	TRAVEL	\$151.55
HERFF JONES	GENERAL SUPPLIES	\$2,258.23
HICKS KRISTI	TRAVEL	\$21.37
HOGLUND BUS CO. INC	TRANSP. PARTS	\$8,659.21
HOUGHTON MIFFLIN HARCOURT	TEXTBOOKS	\$21,135.78
HY-VEE FOOD STORE-8555	INSTRUCTIONAL SUPPLIES	\$293.90
HY-VEE FOOD STORE-8556	GENERAL SUPPLIES	\$891.80
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$946.75
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$68,041.45
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$290,935.83
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$68,041.45
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$290,935.83
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$442,993.52
INTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$2,077.55
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$467.80
INVOLTA	OTHER TECH SER	\$345.00
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$145,592.16
IOWA PRISON INDUSTRIES	MAINTENANCE SUPPLIES	\$2,894.99
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$337,259.13
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$506,155.81
IOWA SHARES	EE LIAB-CHARITY	\$28.00
ISFIS	OTHER PROFESSIONAL	\$756.00
JERACH TOOL SUPPLY	SHOP TOOLS/EQUIPMENT	\$62.80
JOHN DEERE FINANCIAL	MAINTENANCE SUPPLIES	\$5.48
JOHNSTONE SUPPLY	REPAIR PARTS	\$674.09
JORDAN HEATHER	TRAVEL	\$18.45
JUNIOR ACHIEVEMENT	INSTRUCTIONAL SUPPLIES	\$10,011.80
KIRKWOOD COMM COLLEGE	GENERAL SUPPLIES	\$100.00
KIRKWOOD COMM COLLEGE	PROF SERV: EDUCATION	\$18,117.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$10,600.00
KOENEN KARLA	TRAVEL	\$13.18
LANE TODD	TRAVEL	\$8.11
LASER RESOURCES, LLC	Copies	\$15,513.75
LASER RESOURCES, LLC	GENERAL SUPPLIES	\$3.47
LINN CO-OP OIL	GASOLINE	\$5,782.20
LINN CO-OP OIL	REPAIR PARTS	\$82.41
LINN COUNTY REC	ELECTRICITY	\$27,478.33
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES	\$348.27
LYNCH DALLAS, P.C.	LEGAL SERVICES	\$367,50
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,250.75
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$12,493.36
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$112.00
MARION INDEPENDENT SCHOOLS	TUITION OPEN ENROLL	\$1,306,729.22

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Vendor Name	Description	Check Total
MARION IRON CO.	MAINTENANCE SUPPLIES	\$232.25
MARION JANITORIAL SUPPLY CO	INSTRUCTIONAL SUPPLIES	\$494.39
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$1,685.49
MARION JANITORIAL SUPPLY CO	SHOP TOOLS/EQUIPMENT	\$98.89
MARION TIMES	ADVERTISING	\$1,560.47
MARION WATER DEPT	WATER/SEWER	\$5,502.04
MCGRAW-HILL SCHOOL EDUCATION	INSTRUCTIONAL SUPPLIES	\$59,343.67
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$276.90
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$458.78
MERCY EAP SERVICES	PROF SERV: EDUCATION	\$600.00
MERCYCARE COMMUNITY PHYSICIANS	PHYSICALS	\$410.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$18,152.63
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$483,136.23
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$21,825.35
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$26,390.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$16,288.89
MID AMERICAN ENERGY	NATURAL GAS	\$1,120.76
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$2,804.06
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR/MAINT SERVICE	\$868.53
MIDWEST ALARM SERVICES	OTHER PROFESSIONAL	\$966.00
MIDWEST ELECTRONIC RECOVERY	OTHER PROFESSIONAL	\$88.75
MIDWEST WHEEL	TRANSP. PARTS	\$748.08
MORAN, SHIRLEY	INSTRUCTIONAL SUPPLIES	\$27.92
MORTON WENDY	INSTRUCTIONAL SUPPLIES	\$174.44
MT.VERNON COMM.SCHOOL DIST	TUITION OPEN ENROLL	\$15,867.76
NORTH-LINN CSD	TUITION OPEN ENROLL	\$3,449.19
O'BRIEN LYNN	TRAVEL	\$31.67
OFFICE EXPRESS	GENERAL SUPPLIES	\$285.48
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$16.14
ORKIN PEST CONTROL	Pest Control	\$560.00
P & K MIDWEST	REPAIR PARTS	\$281.19
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00
PEARSON EDUCATION CUSTOMER SERV	INSTRUCTIONAL SUPPLIES	\$13,607.55
PEARSON EDUCATION CUSTOMER SERV	TEXTBOOKS	\$22,806.62
PERFORMANCE THERAPIES, P.C.	INSTRUCTIONAL SUPPLIES	\$5,556.18
PITNEY BOWES	POSTAGE/UPS	\$1,542.00
PITTSBURGH PAINTS	GENERAL SUPPLIES	\$109.57
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$91.53
POOL TECH, A WGHK INC, COMPANY	GENERAL SUPPLIES	\$3,657.70
PRO VIDEO	ADVERTISING	\$400.00
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$2,021.23
QUALITY CLEANING EQUIPMENT	SHOP TOOLS/EQUIPMENT	\$837.68
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$37.34
RAMOS JERI	TRAVEL	\$50.31
RAMOS VINCENT M	TRAVEL	\$49.76

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Vendor Name	Description	Check Total
RANDY'S FLOORING	REPAIR PARTS	\$36.00
REAMS SPRINKLER SUPPLY	REPAIR PARTS	\$244.91
RECOVER HEALTH	PROF SERV: EDUCATION	\$1,421.68
RECYCLING COMPLIANCE SPECIALISTS LLC	OTHER PROFESSIONAL	\$857.09
REINHART INSTITUTIONAL FOODS INC	INSTRUCTIONAL SUPPLIES	\$76.14
REPUBLIC SERVICES	GARBAGE COLLECTION	\$5,215.25
REXCO EQUIPMENT	REPAIR/MAINT SERVICE	\$694.09
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$956.80
ROOTS IN BLOOM	GENERAL SUPPLIES	\$301.00
ROTO-ROOTER	SHOP TOOLS/EQUIPMENT	\$350.00
ROYAL IMAGING SUPPLIES	GENERAL SUPPLIES	\$287.00
RYAN KEVIN	TRAVEL	\$13.73
SADLER POWER TRAIN	TRANSP. PARTS	\$1,912.34
SAFELITE FULFILLMENT INC	VEHICLE REPAIR	\$267.97
SCHOOL BUS SALES	TRANSP. PARTS	\$2,498.80
SCHOOL MATE	INSTRUCTIONAL SUPPLIES	\$974.85
SCHULT BARBARA	TRAVEL	\$376.43
SDAAE	STAFF WORKSHP/CONF	\$50.00
SERVICEMASTER FIVE SEASONS JANITORIAL	OTHER PROFESSIONAL	\$575.00
SHERWIN-WILLIAMS	MAINTENANCE SUPPLIES	\$161.82
SIVAPRASAD THAMPI	TUITION: STUDENT	\$90.00
SPOELSTRA AMY	TRAVEL	\$17.16
SPRAY-LAND USA	GENERAL SUPPLIES	\$45.51
SPRINGVILLE COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$35,734.50
STANDARD BEARINGS	MAINTENANCE SUPPLIES	\$160.76
STATE HYGIENIC LABORATORY	GENERAL SUPPLIES	\$13.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3,525.35
SYNOVIA SOLUTIONS, LLC	GENERAL SUPPLIES	\$35.00
TEXTHELP INC	PROF SERV: EDUCATION	\$13,125.00
THE LOW VISION STORE LLC	EQUIPMENT >\$1999	\$3,580.00
THE SHREDDER	OTHER PROFESSIONAL	\$315.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$1,378.58
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$26,157.86
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$207,781.35
TRIER KELLY	TRAVEL	\$159.98
TRUCK BUILDERS	VEHICLE REPAIR	\$1,669.33
TSCHANTZ SARABETH	TUITION: STUDENT	\$90.00
TYLER TECHNOLOGIES INC	COMPUTER SOFTWARE	\$275.00
TYLER TECHNOLOGIES INC	DATA PROCESSING AND	\$3,728.25
U.S. CELLULAR	TELEPHONE	\$574.45
U.S. TOY CO	INSTRUCTIONAL SUPPLIES	\$149.96
UNITED REFRIGERATION	REPAIR PARTS	\$786.48
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$895.00
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$899.37
US Department of Education AWG	EE LIAB-GARNISHMENTS	\$683.94

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Vendor Name	Description		Check Total
VAN METER CO	ELECTRICAL SUPPLY		\$737.76
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)		\$71,772.81
VOYAGER SOPRIS LEARNING	STAFF WORKSHP/CONF		\$6,000.00
WACO COMMUNITY SCHOOL DISTRICT	TUITION OPEN ENROLL		\$2,096.18
WAGOR, RICHARD	Professional Educational Services	3	\$192.50
WALKER STACEY	TRAVEL		\$86.58
WALMART	GENERAL SUPPLIES		\$49.77
WALMART	INSTRUCTIONAL SUPPLIES		\$624.81
WALSH DOOR & HARDWARE	REPAIR PARTS		\$240.00
WEDEKING KATIE	TRAVEL		\$85.80
WENDLING QUARRIES	GROUNDS UPKEEP		\$496.94
WEST DELAWARE HIGH SCHOOL	TUITION OPEN ENROLL		\$3,493.64
WEST MUSIC CO	EQUIPMENT >\$1999		\$858.42
WEST MUSIC CO	EQUIPMENT REPAIR		\$102.50
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES		\$359.45
WHOLESALE REPAIR INC	VEHICLE REPAIR		\$681.92
WINDSTREAM	TELEPHONE		\$788.97
and LOCAL ORT CALEGIAV		Fund Tota	l: \$8,975,109.42
und: LOCAL OPT SALES TAX C.R. GLASS CO	CONSTRUCTION SERV		\$35,802.00
CMS COMMUNICATIONS	COMP/TECH HARDWARE		\$4,403.20
CONVERGE ONE	COMP/TECH HARDWARE		\$116,988.25
DRYSPACE INC	CONSTRUCTION SERV		\$312,549.05
SHIVE-HATTERY INC.	ARCHITECT		\$2,250.00
SHIVE-DATTERS INC.	ARCHIECT	Fund Tota	
und: NUTRITION SERVICES		runa 10ta	l: \$471,992.50
ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD		\$24,645.94
ANGELA HEDRICK-BEHM	UNEARNED REVENUE		\$16.00
BEAUMIER ELIZABETH	UNEARNED REVENUE		\$14.25
BIGGS JUSTIN	UNEARNED REVENUE		\$1.60
BLUST ALISON	UNEARNED REVENUE		\$4.00
BMO MASTERCARD	DUES AND FEES		\$300.00
BMO MASTERCARD	GENERAL SUPPLIES		\$533.04
BOEHM KURT	UNEARNED REVENUE		\$54.20
BRAID HOLLIE	UNEARNED REVENUE		\$20.00
CARNEY JAMES	UNEARNED REVENUE		\$2.35
CITY LAUNDERING COMPANY	PROFESSIONAL		\$1,443.50
COLLECTION	EE LIAB-GARNISHMENTS		\$364.00
DINA LINGO-AGUILAR	UNEARNED REVENUE		\$34.80
DUNKLE JOLENE	UNEARNED REVENUE		\$484.65
EARTHGRAINS	PURCHASE FOOD		\$716.87
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY		\$71,169.94
FISCHER CATHY	UNEARNED REVENUE		\$38.65
FISH STACY	TRAVEL		\$52.26
GRANT MICHELLE	UNEARNED REVENUE		\$4.60

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Vendor Name	Description	Check Total
HODGMAN MELISSA	UNEARNED REVENUE	\$11.10
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,374.95
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$5,879.00
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,374.95
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$5,879.00
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$5,451.79
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$9,130.36
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$13,702.77
JACOBS BRAD	UNEARNED REVENUE	\$5.15
JEWETT SANDRA	UNEARNED REVENUE	\$56.40
KIRSCH HEIDI	UNEARNED REVENUE	\$41.90
LASER RESOURCES, LLC	Copies	\$11.25
LOPEZ NICOLE	UNEARNED REVENUE	\$8.35
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$185.32
MARCH TAMMY	UNEARNED REVENUE	\$13.30
MARKS JEFF	UNEARNED REVENUE	\$7.25
MCLAUGHLIN GAIL	UNEARNED REVENUE	\$10.40
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$169.12
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$7,328.01
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$551.66
MOHANTY PRAJUTSU	UNEARNED REVENUE	\$10.80
O'MALLEY LORALEE	UNEARNED REVENUE	\$5.85
OPRISKO GEORGE	UNEARNED REVENUE	\$3.10
PAULSEN BROOKE	UNEARNED REVENUE	\$7.60
PORTER LAUREN	UNEARNED REVENUE	\$3.20
PULLIAM CHERISE	UNEARNED REVENUE	\$142.15
ROSTECK BRIAN	UNEARNED REVENUE	\$57.80
ROZEBOOM LORI	UNEARNED REVENUE	\$9.50
SCHMITT KRISTEN	UNEARNED REVENUE	\$85.00
SCHNEEKLOTH SANDY	UNEARNED REVENUE	\$8.50
	UNEARNED REVENUE	\$24.05
SCOTT SHARON	UNEARNED REVENUE	\$5.95
STEPHENSON MICHELLE	UNEARNED REVENUE	\$7.95
STEVE KING	- · · · - ··	\$56.75
STOKES CHANCI	UNEARNED REVENUE STATE INCOME TAX WITHHOLDING	\$2,707.98
TREASURER ST OF IA	EE LIAB-GARNISHMENTS	\$2,707.98 \$180.69
U.S. DEPARTMENT OF TREASURYFMS	UNEARNED REVENUE	\$13.90
VOGT NORMA		\$10.90 \$310.00
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$88.90
WILCOX KATIE	UNEARNED REVENUE Fund Total:	· · · · · · · · · · · · · · · · · · ·
d: PHY PLANT & EQ LEVY	runa iotai:	\$154,827.35
ABATEMENT SPECIALTIES LLC	CONSTRUCTION SERV	\$2,600.00
BMO MASTERCARD	BLDG, CONST SUPPLIES	\$1,199.05
BMO MASTERCARD	CONSTRUCTION SERV	\$2,985.23

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Vendor Name	Description	Check Total	
CAPITAL SANITARY	CONSTRUCTION SERV	\$17,690.27	
CROELL REDI-MIX INC	CONSTRUCTION SERV	\$1,721.75	
CUMMINS CENTRAL POWER LLC	CONSTRUCTION SERV	\$852.09	
D & K PRODUCTS	GENERAL SUPPLIES	\$1,060.00	
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$4,525.00	
DENNIS COMPANY	BLDG. CONST SUPPLIES	\$1,318.18	
DRAIN WIZARD	CONSTRUCTION SERV	\$2,239.20	
DRYSPACE INC	CONSTRUCTION SERV	\$73,539.50	
GARLING CONSTRUCTION	CONSTRUCTION SERV	\$226,813.45	
HAWKEYE FIRE & SAFETY COMPANY	CONSTRUCTION SERV	\$1,754.55	
JOHNSON CONTROLS	BLDG. CONST SUPPLIES	\$2,950.00	
MIDWEST ALARM SERVICES	CONSTRUCTION SERV	\$2,498.16	
MTI DISTRIBUTING INC	EQUIPMENT >\$1999	\$1,876.80	
P & K MIDWEST	EQUIPMENT >\$1999	\$5,429.60	
PEAK CONSTRUCTION	CONSTRUCTION SERV	\$2,000.00	
RIVERSIDE TECHNOLOGIES, INC	CONSTRUCTION SERV	\$46,394.76	
SHIVE-HATTERY INC.	ARCHITECT	\$2,366.76	
TERRACON CONSULTANTS INC	CONSTRUCTION SERV	\$720.00	
TRI-CITY ELECTRIC COMPANY OF IOWA	CONSTRUCTION SERV	\$201,000.00	
TRUCK BUILDERS	EQUIPMENT >\$1999	\$10,392.57	
VAN METER CO	BLDG. CONST SUPPLIES	\$4,638.24	
WALSH DOOR & HARDWARE	CONSTRUCTION SERV	\$34,728.28	
WHOLESALE REPAIR INC	EQUIPMENT >\$1999	\$4,811.57	
	Fund Total:	\$658,105.01	
und: PUB ED & REC LEVY		#504.00	
EVER-GREEN LANDSCAPE & SUPPLY	GROUNDS UPKEEP	\$594.00	
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,609.67	
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$31.38	
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$134.18	
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$31.38	
INTERNAL RÉVÉNUE SERVICE-9343	ER LIAB-SOC SEC	\$134.18	
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$165.35	
IOWA PUBLIC EMPL RETIR SYSTEM	EÉ LIAB-IPERS	\$159.96	
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$240.06	
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50	
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$7.00	
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$24.09	
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$437.16	
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$19.47	
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$81.21	
und: STUDENT ACTIVITY	Fund Total:	\$3,671.59	
ADAM ROY	OFFICIAL/JUDGE	\$129.20	
ADVENTURELAND	INSTRUCTIONAL SUPPLIES	\$2,300.00	
AKERS KYLE	OFFICIAL/JUDGE	\$377.60	
FINE INTEL	J. 1 (O) (E) OF OF	Ψ011100	

IA - Warrants Paid Listing

<u>Criteria</u>

Date Range:

06/07/2019 - 07/11/2019

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
ANDREW MARK	OFFICIAL/JUDGE	\$312.60
BETTENDORF COMMUNITY SCHOOLS	DUES AND FEES	\$120.00
BMO MASTERCARD	DUES AND FEES	\$1,300.00
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$23,433.35
BMO MASTERCARD	TRAVEL	\$3,685.36
BONWELL MIKE	OFFICIAL/JUDGE	\$114.20
BRANDED APPAREL	INSTRUCTIONAL SUPPLIES	\$1,397.80
BROWN DAVID	TRAVEL	\$85.80
BRYANT DEMETRUS	OFFICIAL/JUDGE	\$150.00
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$1,740.00
CEDAR FALLS HIGH SCHOOL	DUES AND FEES	\$55.00
CEDAR VALLEY WORLD TRAVEL	TRAVEL	\$1,300.00
CITY OF MARION.	INSTRUCTIONAL SUPPLIES	\$505.25
CITYWIDE CLEANERS	INSTRUCTIONAL SUPPLIES	\$88.00
CONDON MICHAEL J	OFFICIAL/JUDGE	\$300.00
CONNOLLY, WILLIAM	OFFICIAL/JUDGE	\$129.20
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$3,236.99
COTTRELL PHIL	OFFICIAL/JUDGE	\$228.40
CRONIN FORRESTER	OFFICIAL/JUDGE	\$129.20
CRONIN TIMOTHY	OFFICIAL/JUDGE	\$243.40
DOERRING BRAD	OFFICIAL/JUDGE	\$456.80
DONELS JENNIFER ANN	OFFICIAL/JUDGE	\$178.00
DUFF BEN	OFFICIAL/JUDGE	\$243.40
DUGGAN KYLE	OFFICIAL/JUDGE	\$50.00
ECIVOA	INSTRUCTIONAL SUPPLIES	\$25.00
ELMCREST COUNTRY CLUB	PROF SERV: EDUCATION	\$800.00
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$136.52
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$8,981.47
FEDEX	INSTRUCTIONAL SUPPLIES	\$78.03
FEDEX FREIGHT	INSTRUCTIONAL SUPPLIES	\$549.26
FULLER, TRAVIS	OFFICIAL/JUDGE	\$243.40
GARMENT DESIGN	INSTRUCTIONAL SUPPLIES	\$698.85
GASS, LARRY	OFFICIAL/JUDGE	\$100.00
GAYLE BLEVINS	INSTRUCTIONAL SUPPLIES	\$875.00
GRIFFITHS FRED	OFFICIAL/JUDGE	\$237.60
GRIGGS MUSIC INC	INSTRUCTIONAL SUPPLIES	\$118.93
HANSEN SCOTT	OFFICIAL/JUDGE	\$110.52
HEIDELBAUER CHRISTOPHER	OFFICIAL/JUDGE	\$205.00
HERFF JONES	INSTRUCTIONAL SUPPLIES	\$347.35
HILL TY	OFFICIAL/JUDGE	\$223.40
HOUSE OF TROPHIES	INSTRUCTIONAL SUPPLIES	\$1,004.80
HOYT BOB	OFFICIAL/JUDGE	\$250.00
HULING DAVE	OFFICIAL/JUDGE	\$105.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$970.11
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$193,37

<u>Criteria</u> IA - Warrants Paid Listing 06/07/2019 - 07/11/2019 Date Range: Fiscal Year: 2018-2019 Check Total Vendor Name Description \$826.77 INTERNAL REVENUE SERVICE-9343 EE LIAB-SO SEC \$193.37 INTERNAL REVENUE SERVICE-9343 ER LIAB-MEDICARE **INTERNAL REVENUE SERVICE-9343** ER LIAB-SOC SEC \$826.77

INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$826.77
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$838.53
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	DUES AND FEES	\$35.00
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	INSTRUCTIONAL SUPPLIES	\$195.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$637.30
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$956.41
JACOBS MICHAEL	OFFICIAL/JUDGE	\$114.20
JEFFERSON HIGH SCHOOL	INSTRUCTIONAL SUPPLIES	\$400.00
JOSTENS, INC	INSTRUCTIONAL SUPPLIES	\$9,847.66
KENNEDY SUMMER BASKETBALL LEAGUE	INSTRUCTIONAL SUPPLIES	\$700.00
KING DOUG	OFFICIAL/JUDGE	\$324.20
KUHLERS KYLE	OFFICIAL/JUDGE	\$114.20
LARSON TAYLOR	OFFICIAL/JUDGE	\$243.40
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$248.32
LEVEL 10	INSTRUCTIONAL SUPPLIES	\$960.00
LEWIS JERMELLE	OFFICIAL/JUDGE	\$75.00
MATTHIAS MAXIMILIAN	OFFICIAL/JUDGE	\$129.20
MCCARTY SCOTT	OFFICIAL/JUDGE	\$114.20
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$18.99
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$168.00
MIELL BRET	OFFICIAL/JUDGE	\$129.20
MISENER JACOB	INSTRUCTIONAL SUPPLIES	\$600.00
MOHR DAVE	OFFICIAL/JUDGE	\$394.00
MOHR DEIDRA	OFFICIAL/JUDGE	\$325.00
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$906.00
NATURE'S WAY CLEANERS	INSTRUCTIONAL SUPPLIES	\$1 41.40
NELSON WILLIAM	OFFICIAL/JUDGE	\$109.60
NORTHEAST COMMUNITY SCHOOL DISTRICT	DUES AND FEES	\$150.00
NOVAK LOGAN	OFFICIAL/JUDGE	\$75.00
OBERBROECKLING CHRIS	OFFICIAL/JUDGE	\$129.20
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$71.55
PHILLIPS MARK	OFFICIAL/JUDGE	\$501.80
PIZZA HUT OF AMERICA, INC. & AFFIL	INSTRUCTIONAL SUPPLIES	\$75.46
PLEASANT VALLEY HIGH SCHOOL	DUES AND FEES	\$100.00
RAMOS DAVID	OFFICIAL/JUDGE	\$114.20
REITTINGER SCOTT	OFFICIAL/JUDGE	\$228.40
RITCHIE PHIL	OFFICIAL/JUDGE	\$210.00
RODRIGUEZ PAUL	OFFICIAL/JUDGE	\$506.80
ROGERS TIM	OFFICIAL/JUDGE	\$118.40
SCHULTZ CHAYSE	OFFICIAL/JUDGE	\$342.60
SESKER KENT	OFFICIAL/JUDGE	\$100.00
SETRUM JENNIFER	DUES AND FEES	\$150.00
SHELLA CRISP	INSTRUCTIONAL SUPPLIES	\$170.00

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IA - Warrants Paid Listing

<u>Criteria</u>

Date Range:

06/07/2019 - 07/11/2019

Fiscal Year: 2018-2019

Printed: 07/11/2019

9:47:28 AM

Vendor Name	Description		Check Total
SOCCER.COM	INSTRUCTIONAL SUPPLIES		\$66.68
SPENCER EELLS, TENNIS PROFESSIONAL	INSTRUCTIONAL SUPPLIES		\$691.20
ST. JOHN, JOHN	OFFICIAL/JUDGE		\$306.80
STEVE SCHROEDER	OFFICIAL/JUDGE		\$114.20
STOVER ANDREW	OFFICIAL/JUDGE		\$571.00
SULLIVAN TIMOTHY	OFFICIAL/JUDGE		\$129.20
SWICK DAN	OFFICIAL/JUDGE		\$170.52
TRA CHOREOGRAPHY LLC	INSTRUCTIONAL SUPPLIES		\$4,156.02
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING		\$408.61
VARSITY SPIRIT	INSTRUCTIONAL SUPPLIES		\$11,963.05
WALMART	INSTRUCTIONAL SUPPLIES		\$67.73
WAVERLY-SHELLROCK HIGH SCHOOL	DUES AND FEES		\$50.00
WERNIMENT TED	OFFICIAL/JUDGE		\$123.40
WEST DELAWARE HIGH SCHOOL	DUES AND FEES		\$75.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES		\$130.10
WILDWOOD LODGE	INSTRUCTIONAL SUPPLIES		\$712.32
WILWERT NICHOLAS	INSTRUCTIONAL SUPPLIES		\$300.00
XAVIER HIGH SCHOOL	DUES AND FEES		\$240.00
ZAHRADNEK JERRY	OFFICIAL/JUDGE		\$251.80
	Fı	und Total:	\$102,685.92
nd: STUDENT STORE			
BMO MASTERCARD	GENERAL SUPPLIES		\$447.93
DEEGAN AMIE	MISC REVENUE		\$95.00
	Fu	und Total:	\$542.93

Grand Total: \$11,409,107.87

End of Report

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A - Warrants Paid Listing		The second secon	<u>teria</u> 01/2019 - 07/11/201
Fiscal Year: 2019-2020		Date Range.	01/2010 01/1/201
Vendor Name	Description	10	Check Total
Fund: AQUATIC CENTER			12
BLACK HAWK SWIMMING ASSOCIATION	GENERAL SUPPLIES		\$2,007.00
IOWA SWIMMING, INC (DES MOINES)	GENERAL SUPPLIES		\$20.00
		Fund Total:	\$2,027.00
Fund: DEBT SERVICE			¢c04 c02 75
BANKERS TRUST COMPANY	INTEREST		\$624,683.75 \$1,200.00
BANKERS TRUST COMPANY	OTHER PROFESSIONAL		
BANKERS TRUST COMPANY	PRINCIPAL REDEMPTION		\$3,040,000.00
BB & T GOVERNMENTAL FINANCE	INTEREST		\$99,963.00
BB & T GOVERNMENTAL FINANCE	PRINCIPAL REDEMPTION		\$545,000.00
		Fund Total:	\$4,310,846.75
Fund: GENERAL AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES		\$36.54
	INSTRUCTIONAL SUPPLIES		\$348.88
ANDERSON DAVID	DUES AND FEES		\$178.00
ASCD	GENERAL SUPPLIES		\$89.00
ASCD CITY OF MARION.	OTHER PROFESSIONAL		\$9,674.75
CRISIS PREVENTION INSTITUTE INC	INSTRUCTIONAL SUPPLIES		\$150.00
	INSTRUCTIONAL SUPPLIES		\$550.00
DAVIES, MICHAEL DISCIPLINE ASSOCIATES LLC	PROF SERV: EDUCATION		\$1,250.00
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL		\$1,611.09
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL		\$3,500.00
IASB	DUES AND FEES		\$12,730.00
IMON COMMUNICATIONS LLC	TELEPHONE		\$1,418.18
	DUES AND FEES		\$3,823.75
ISFIS NATIONAL POSTSECONDARY STRATEGY INSTITUT	PROF SERV: EDUCATION		\$1,250.00
NAVIANCE, INC	PROF SERV: EDUCATION		\$11,064.69
NORTHWEST EVALUATION ASSOCIATION	PROF SERV: EDUCATION		\$22,500.00
QUINN STORAGE	FACILITY RENTAL		\$170.00
SCHOLASTIC TEACHER STORE	INSTRUCTIONAL SUPPLIES		\$104.39
TYLER TECHNOLOGIES INC	DATA PROCESSING AND		\$83,283.42
URBAN EDUCATION NETWORK	DUES AND FEES		\$5,500.00
		Fund Total:	\$159,232.69
Fund: MANAGEMENT LEVY	T0.4		\$347,520.90
AUL SPECIAL PAY TRUST	TSA		\$347,520.90
TRUENORTH COMPANIES, LC	BLDG/PROPERTY INS		\$83,501.00
TRUENORTH COMPANIES, LC	Vehicle Insurance		
TRUENORTH COMPANIES, LC	WORKERS COMP		\$163,600.00
Fund: NUTRITION SERVICES		Fund Total:	\$867,371.90
TOTAL K12, INC.	SERVICE AGREEMENTS		\$1,750.00
		Fund Total:	\$1,750.00

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A - Warrants Paid Listing			<u>riteria</u> 7/01/2019 - 07/11/201
Fiscal Year: 2019-2020		Date Range: 07	701/2019 - 07/11/201
Vendor Name	Description		Check Total
und: PHY PLANT & EQ LEVY			
DUDE SOLUTIONS	COMPUTER SOFTWARE		\$8,508.08
FORECAST5 ANALYTICS, INC	COMPUTER SOFTWARE		\$8,240.00
IN TOUCH RECEIPTING	COMPUTER SOFTWARE		\$5,290.00
INNOVATIVE MODULAR SOLUTIONS, INC.	OTHER PURCH PROP SER		\$3,354.00
LYNCH FORD	VEHICLES		\$26,080.00
WRIGHT-WAY TRAILERS	EQUIPMENT >\$1999		\$2,825.00
and BUR ED & BEG LEW		Fund Total:	\$54,297.08
fund: PUB ED & REC LEVY BEACON ATHLETICS	GROUNDS UPKEEP		\$1,125.20
DEACON ATTLETICS	GROUNDS OF REEF	Fund Total:	
und: STUDENT ACTIVITY		Fund Total:	\$1,125.20
ANDREW MARK	OFFICIAL/JUDGE		\$129.20
CONDON MICHAEL J	OFFICIAL/JUDGE		\$200.00
CRAIG RICHARD	OFFICIAL/JUDGE		\$243.40
DUFF BEN	OFFICIAL/JUDGE		\$471.80
FULLER, TRAVIS	OFFICIAL/JUDGE		\$129.20
GARMAN ISAIAH	INSTRUCTIONAL SUPPLIES		\$50.00
HOYT BOB	OFFICIAL/JUDGE		\$50.00
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	INSTRUCTIONAL SUPPLIES		\$50.00
JACOBS MICHAEL	OFFICIAL/JUDGE		\$357.60
KIRKWOOD COMM COLLEGE	INSTRUCTIONAL SUPPLIES		\$660.00
MAQUOKETA VALLEY GIRLS BASKETBALL	INSTRUCTIONAL SUPPLIES		\$170.00
MARQUART EUGENE	OFFICIAL/JUDGE		\$123.40
NEVERBURG ZACH	OFFICIAL/JUDGE		\$114.20
PERFECT GAME INC	INSTRUCTIONAL SUPPLIES		\$384.00
PHILLIPS REESE	OFFICIAL/JUDGE		\$129.20
PORT'O'JONNY	INSTRUCTIONAL SUPPLIES		\$86.00
REITTINGER SCOTT	OFFICIAL/JUDGE		\$228.40
RODRIGUEZ PAUL	OFFICIAL/JUDGE		\$228.40
RON IMOEHL	INSTRUCTIONAL SUPPLIES		\$50.00
RSCHOOL TODAY	INSTRUCTIONAL SUPPLIES		\$790.00
SCHULTZ CHAYSE	OFFICIAL/JUDGE		\$114.20
ST. JOHN, JOHN	OFFICIAL/JUDGE		\$123.40
SWICK DAN	OFFICIAL/JUDGE		\$111.90
WARTBURG COLLEGE	INSTRUCTIONAL SUPPLIES		\$1,275.00
WIELAND CHET	OFFICIAL/JUDGE		\$129.20
YANECEK DOUG	OFFICIAL/JUDGE		\$129.20
		Fund Total:	\$6,527.70
und: STUDENT STORE SOURCE ONE LOGOS	GENERAL SUPPLIES		\$1,288.20

IA - Warrants Paid Listing

Criteria

Date Range:

07/01/2019 - 07/11/2019

Fiscal Year: 2019-2020

Vendor Name

Description

Check Total

Grand Total:

\$5,404,466.52

End of Report

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AGREEMENT FOR STATEWIDE VOLUNTARY PRESCHOOL PROGRAM BETWEEN THE LINN-MAR COMMUNITY SCHOOL DISTRICT AND HAND IN HAND EARLY CARE AND EDUCATION CENTER

This Contract is entered into between the Linn-Mar Community School District, 2999 North 10th Street, Marion, Iowa 52302, hereinafter referred to as District, and Hand In Hand Early Care and Education Center, located at 905 Barrington Parkway, Marion, Iowa 52302, hereinafter referred to as Center.

Program: The Linn-Mar Community School District and Hand In Hand Early Care and Education Center are entering into this Contract for the purpose providing space for an educational four-year-old program. Programs will be held at both the Barrington Parkway location and 3524 35th Avenue. The Program shall consist of a half-day class providing services to students in a morning session from 8:30 a.m. to 12:00 a.m., Monday through Friday, and an afternoon session from 12:30 to 3:30 p.m., Monday thru Friday, per the agreed upon preschool calendar.

Term: The term of this Contract shall be from August 23, 2019, to June 15, 2020. The parties may renew this contract for subsequent school years upon the written agreement of the parties. Either party may terminate the contract with or without cause upon sixty (60) days written notice to the other. Notice shall be deemed to have been given if delivered or mailed to a representative of the party at the address set forth below.

Center Responsibilities

Center is an approved and licensed child development center by the Department of Human Services (DHS). Center agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Center shall no longer be DHS approved or licensed, District may terminate this Contract.

The Center agrees to provide a full-time appropriately licensed teacher and associate with program qualifications to teach in the Program. The Center shall be responsible for all cost, including salary and benefits, for the teacher. Any employee of the Center assigned to teach at the facility will remain an employee of the Center and shall not be considered an employee of the District for any purpose. District shall be entitled to supervise and observe any assigned teacher during the hours of operation of the program. District will support the Center classroom through collaboration and weekly visits to Center classroom and staff.

The Center will provide the District audit-quality documentation of expenditures allocated to Statewide Voluntary Preschool Programming. At a minimum, such documentation will be provided to the District on a quarterly basis. However, the District reserves the right to request such documentation at any time during the term of this agreement.

At the end of the agreement term (June 15, 2020), the Center will return any unused SWVPP funds to the District.

District Responsibilities

The District shall provide an approved curriculum for such class and shall provide any necessary supporting materials for the curriculum. The District's coordinator assigned to the Program shall be responsible for ensuring that the approved curriculum is taught and for overseeing the implementation of the curriculum.

The District shall be responsible for determining special education and related services categorization and placement in accordance with state and federal law and shall be responsible for any special costs or programming involved for students enrolling with an individual education plan (IEP).

District shall not be responsible for providing transportation for any students enrolled in the program. Transportation for field trips planned by the Center will be provided by the Center.

Students: Students shall be required to complete the District enrollment process in order to be enrolled in the Program and shall be subject to all of District policies, practices, and procedures. District shall be responsible for monitoring attendance requirements.

Calendar: The Program shall conduct classes according to District's school calendar for each day that classes are in session with a starting date of September 3, 2019.

School Records: District and Center shall cooperate regarding student records for students enrolled in the Program, and District shall maintain all educational records as required by law. Each party and its employees shall be responsible for maintaining the confidentiality of any education records as required by law. The parties shall furnish each other with any educational records as required by law. The parties will furnish each other with any necessary documentation needed to

comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports, and attendance reports.

Financial Arrangements:

The Center agrees not to charge tuition or fees for the District instructional portion of the day for any four-year-old who is receiving child care services.

Equipment and materials purchased with the Statewide Voluntary Preschool Program Funds are the property of the district. The District will provide 79 subscriptions to Teaching Strategies GOLD for use by the Center.

Hand In Hand Early Care and Education Center will invoice Linn-Mar Community School District on a monthly basis, stating a per pupil cost. Hand In Hand can be reimbursed for up to 79 children, (based on the October 1, 2018 enrollment data) but not to exceed 20 students per session per IQPPS Guidelines. Linn-Mar Community School District will make payments within 30 days after receipt of Hand in Hand Early Care and Education Center invoice. This is based on the nine months from September to May.

The monthly per pupil cost at which Linn-Mar Community Schools will pay Hand In Hand Early Care and Education Center is \$362.52. For this agreement, the total annual distribution to Hand in Hand will not exceed \$257,751.72.

Representatives: The contact person for each party shall be as follows:

District: Lisa Breitfelder, Executive Director of Student Services

Center: Kathy Pruitt, Director, Hand in Hand Early Care and Education Center

Amendment of Contract: This contract may not be modified, changed, or varied, except by a written instrument signed by the parties. This Contract shall not be assigned by either party unless the other party agrees to assignment in writing.

The foregoing terms are agreed to, and accepted by, Linn-Mar Community School District and Hand in Hand Early Care and Education Center.

Hand in Hand Early Care and Education Center	Linn-Mar Community School District	
Kathy Pruit Director	Leisa Breitfelder Executive Director of Student Services Shannon Bisgard Superintendent	Date 19
	Sondra Nelson Board President	Date

Amendment No. 1 to Agreement for Statewide Voluntary Preschool Program Agreement No: CW2253954 between

Rockwell Collins, Inc.

and

Cedar Rapids Community School District And

Linn Mar Community School District

THIS AMENDMENT 1 TO THE AGREEMENT FOR STATEWIDE VOLUNTARY PRESCHOOL PROGRAM ("Amendment") made this 15th day of January 2019, between Rockwell Collins, Inc. and the Cedar Rapids Community School District and the Linn-Mar Community School District (hereinafter "the parties").

WHEREAS:

The parties have entered into an Agreement effective August 1, 2018 and

The parties desire to amend said Agreement as the same may have been previously amended.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. All references to Rockwell Collins Child Development Center are changed to Collins Aerospace Day Academy effective November 27, 2018.
- 2. Except as otherwise provided or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions in this Amendment and the provisions of the Agreement, the provisions in this Amendment will prevail.

In witness whereof, each of the parties hereto has executed this Amendment, or has caused this Amendment to be duly executed on its behalf, as of the date set forth above.

By: Many
Name: Shantelle L. Franzen
Title: Senior Contract Manager
Date: 1-21-2019
Linn Mar Community School District
By:
Name:
Title:
Date:

Rockwell Collins, Inc.

Cedar Rapids Community School District

Name: Laurel A. Day

Title: Board Secretary

Date: June 10, 2019

DISCIPLINE ASSOCIATES, LLC DBA Teacher Learning Center Confirmation Agreement

Name of Contact:		Kristi Hicks			
Title:		Associate Director of Student Services			
Name of Sponsor:		Linn-Mar Comm	unity Schools		
Street Address/PC	Box:	2999 N. Tenth St			
City/State/Zip:		Marion, IA 52302	2		
Work Number:	319-730-3663	3	Fax Number:		
Cell Number:			Email:	krhicks@linnma	r.k12.ia.us
Name of Trainer:		Heidy LaFleur			
Title of Program:		Motivating and Managing Hard to Reach, Uninterested and Disruptive Students			
Date(s) of Trainin	g:	August 20th, 201	9		
Training hours:	Two 2.5hrs sessions	Start time:	TBD	End time:	TBD

TOTAL HONORARIUM FEE (in US Funds) \$6000 FLAT FEE (includes expenses) for 600 or less participants in this session. The honorarium balance should be mailed within 30 days of services rendered. Any expenses incurred for roundtrip coach airfare or mileage/gas/tolls, lodging, meals and any ground transportation will be deducted from the Flat Fee. Expenses will not be invoiced separately.

RESERVATION DEPOSIT \$ 1250 (check or purchase order to be enclosed with signed confirmation agreement or mailed in separately within 3 weeks). This non-refundable deposit is required to secure the above training date(s). The deposit will be credited toward final payment of the honorarium fee. If the 25% deposit is not paid in advance, the sponsor will be required to pay the deposit upon a cancellation (see below).

BILLING ADDRESS (if different from above):
Billing Contact: Organization

Street Address/PO Box

City State Zip

City State Zip

Phone Fax
Number Number

PLEASE SIGN BELOW:

I am in full agreement with the above terms and understand that a signed confirmation agreement obligates us to pay 25% of the agreed upon honorarium fee should I or those I represent be unable or unwilling to fulfill these terms for any reason. Should the session be canceled while the presenter is en route, then the travel expenses incurred by the presenter will be reimbursed by the sponsor. Generally, a non-refundable airline ticket is booked to keep your costs lower. If the session is cancelled, the sponsor will also be required to pay for the cost of the airline ticket under the cancellation terms.

Signature of Sponsor	Title	Date	
In Calle	5/22/19		
Sales & Marketing Director,	Date		

Make checks payable to: DISCIPLINE ASSOCIATES, PO Box 20481, Rochester, NY 14602. Please print, sign and fax this agreement back to us at (585) 292-5545 or mail it.



AgVantage FS, a division of GROWMARK, Inc. 1600 8th St. SW, PO Box 828, Waverly, IA 50677 Phone: (800) 346-0058, Website: agvantagefs.com

Propane Heating Firm Price Contract

Date: June 10, 2019		Contract Number: 19-3409
Buyer: LINN-MAR COMM SCHOOL 2999 N 10TH ST	Previous LP Us 17-18 Season: 2 18-19 Season: 2	25857 gallons
MARION, IA 52302		
Customer Number: 504840		e Number:
	Customer E-ma	il Address:
CONTRACT OFFER IS V	OID IF NOT SIGNED AND PO	ST MARKED BY: June 30, 2019
AgVantag	to purchase <u>50000</u> gallons of <u>Prop</u> e FS (Seller) from <u>July 1, 2019 throu</u> nmer fill gallons are not included in the	gh June 30, 2020.
Gallons For Use as: Home	Heat - Agriculture - 50000	Commercial
Buyer Chooses (check one):	Option #1 – 100 % Prepay	Option #2 – Down-Payment
Option #1 – 100% Prepa		Option #2 - Down-Payment
Price per gallon = Gallons x price = Tax = Total Prepayment =	OR Down Billin Gallo Tax =	per gallon = \$1.15 Payment per gallon = \$0.00 g price per gallon = \$1.15 ms x amount down = Down-Payment =
Check # Received: Check Amount	Check Invoice * Down	x # Received x Amount ce No. n payment is part of the price, not in addition to the price. n payments are non-refundable.
Terms and Conditions (please see revers) 1. Buyer agrees to be on a delivery route as 2. All product(s) under this contract shall be 3. Seller's posted product price at time of de 4. The final price invoiced to Buyer will be 5. Account must be kept current or this cont Seller: AgVantage FS	e side of contract for additional terms): long as account remains in good standing, delivered to Buyer's storage only for Buy elivery will not change the price of this consubject to all applicable taxes (Iowa's hon	ver's account. intract. ine-heat tax is 1%). Company Use Only Heating LP Item #070013
Matt Locke	Customer Signature Date	Received By: Date Received: Booking Entered By: Date Entered:

June 17, 2019

TEAM Services

Geotechnical & Material Consultants

A2LA Testing Lab Cert 576.01 (Des Moines)
Validated by the U.S. Army Corps of Engineers

Linn-Mar CSD 2999 N. 10th St. Marion IA 52302

Attn:

JT Anderson

Email: jtanderson@linnmar.k12.ia.us

PROPOSAL FOR SERVICES

Re:

Construction Testing & Inspection Services

Linn Mar CSD Intermediate School 35th Ave Building

Marion IA

Proposal No. 11-2304.0

Thank you for giving us the opportunity to provide you with a scope of services and fee estimate for this project. We can provide these services from our Cedar Rapids office.

Qualified engineering technicians will be assigned to do the laboratory and field testing along with the observation services. These services would be done on a part-time basis with scheduling by a representative of your firm.

Written reports of tests and inspection results will be submitted promptly to your attention; report copies can be provided to a report distribution list that you specify. You can also be provided online access to your project test data and invoicing information and receive concrete, density, and asphalt reports by email as soon as they are approved. By communicating test results through email, your concerns and input can be responded to within hours.

TEAM Services is accredited in the areas of concrete, soils, aggregates, steel, fireproofing, and asphalt. With our ISO 9001 compliant accreditation, you can rest assured that you will receive high quality, reliable services when you entrust your projects to us.

Estimating of actual costs for our field services can be difficult due to factors, such as scheduling and weather conditions, which are out of our control. Whenever possible, sample pick-up will be incorporated into concrete or soil observation trips. Our fee will be based on the actual quantity of work performed in accordance with the attached fee schedule. Invoices will be submitted monthly. The following scope and fees are based on the information available and our experience with similar projects. If requested, a more accurate scope could be produced when the construction schedule and other relevant factors are known.

Page 1 of 6

Proposal No. 11-2304.0 June 17, 2019

	Observations/tests to be performed	No. of Visits	Hours / visit	Total # units	\$ Unit rates	Extension
1.	Services of Project Engineer - Analysis/Report			21 hours	\$113.00	\$2,373.00
2.	Field Testing of Excavation/Foundation Bearing Surfaces	26	2.5	65 hours	\$46.00	\$2,990.00
3.	Field Testing of Compacted Subgrade/Granular Subbase	22	2	44 hours	\$46.00	\$2,024.00
4.	Field Testing of Compacted Fill/Backfill/Trench Backfill	24	2	48 hours	\$46.00	\$2,208.00
5.	Sample Pickup	10	1.5	15 hours	\$46.00	\$690.00
6.	• Field Inspection and Testing of Concrete Masonry Unit Construction	22	3	66 hours	\$46.00	\$3,036.00
7.	Services of AWS CWI Welding Inspector - Field Testing of Welds and High Strengh Bolts	22	4	88 hours	\$77.00	\$6,776.00
8.	• Field Observation of Subgrade Proofroll/Observation of Subgrade Stabilization	16	2	32 hours	\$46.00	\$1,472.00
9.	Field Observation and Testing of Reinforced Steel/Cast-in-Place Concrete	72	3	216 hours	\$46.00	\$9,936.00
10.	• Field Testing of Concrete Paving/Site Concrete Testing	30	3	90 hours	\$46.00	\$4,140.00
11.	Concrete Cylinder Compressive Strength Tests, including Molds			408 tests	\$14.00	\$5,712.00
12.	Compressive Strength of 2 in. x 2 in. Grout or Mortar Cube			66 tests	\$20.00	\$1,320.00
13.	Compressive Strength of 4 x 4 x 8 in. Nominal Grout Specimen			88 tests	\$25.00	\$2,200.00
14.	Compressive Strength of Concrete Masonry Unit Block (includes Capping)			4 tests	\$120.00	\$480.00
15.	Atterberg Limits Determination			2 tests	\$82.00	\$164.00
16.	Standard Proctor Test (ASTM D-698)			5 tests	\$120.00	\$600.00
17.	Transportation Charges, Private Car or Company Vehicle			3640 miles	\$0.98	\$3,567.20

ESTIMATED FEE FOR ABOVE SCOPE \$49,68

Please note our attached general terms and conditions. These should be considered a part of our contract for services. Should you find that this proposal meets your needs, please sign in the space provided below and return a signed copy to us. If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service.

Sincerely, TEAM Services

Page 2 of 6

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Linn Mar CSD Intermediate School 35th Ave Building		TEAM Services
Marion IA		
Proposal No. 11-2	2304.0 June 17, 2019	
(es) Cory Denham Construction Mark	n keting Manager	
Attachments: Gen	eral Terms and Conditions	
ACCEPTANCE		
BY:(Name of	FOR: (Name of Firm)	DATE:

Linn Mar CSD Intermediate School 35th Ave Building Marion IA

Proposal No. 11-2304.0 June 17, 2019

TEAM SERVICES TERMS AND CONDITIONS

PAYMENT TERMS _ Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one_half percent per month. If one and one_half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of TEAM Services be made. If during the execution of the services, TEAM Services is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE _ TEAM Services maintains Workers' Compensation and Employer's liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000/\$1,000,000 and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits. TEAM Services shall maintain professional liability insurance in the amount of \$1,000,000 (claims made basis).

STANDARD OF CARE _ The only warranty or guarantee made by TEAM Services in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

SAMPLING OR TESTING LOCATION _ The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in TEAM Services' report or shown on sketches are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

RIGHT_OF_ENTRY _ Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

DAMAGE TO EXISTING MANMADE OBJECTS _ It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man_made objects relative to field tests or boring locations. TEAM Services' field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

SAMPLE DISPOSAL AGREEMENT _Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, TEAM Services will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

OWNERSHIP OF DOCUMENTS _ All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by TEAM Services are instruments of service pursuant to this Agreement, shall be the sole property of TEAM Services. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of TEAM Services. At the request and expense of Client, TEAM Services will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

SAFETY _ Should TEAM Services provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by TEAM Services is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISITS _ Client agrees that TEAM Services will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that TEAM Services will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provided by TEAM Services will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by TEAM Services to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that TEAM Services is observing placement of all materials. Full_time inspections mean that an employee of TEAM Services has been assigned for eight_hour days during regular business hours.

GOVERNING LAW _ This agreement shall be governed in all respects by the laws of the State of Iowa.

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717 SE 6th St • Des Moines, IA 50309 • ph; 515-282-8818 • fx: 515-282-8741 • staff@teamservices.com • www.teamservices.com Des Moines • Omaha • Fort Dodge • Spirit Lake • Mason City • Cedar Rapids • Waterloo • Davenport • Dubuque

Proposal No. 11-2304.0 June 17, 2019

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005 TEAM SERVICES, INC. 717 SE 6th Street Des Moines, IA 50309

Jeff Roberts

Phone: 515 282 8818

Valid To: April 30, 2021

Certificate Number: 0576.01

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory for:

CONSTRUCTION MATERIALS ENGINEERING

ASTM: C1077 (concrete), D3666 (bituminous), D3740 (soils), E329 (construction materials), E543 (NDT)

CONSTRUCTION MATERIALS TESTING

Concrete: ASTM:	C31* C192 E1155	C39 C231*	C42* C293	C78 C617	C138* C805*	C143* C1064*	C172* C1019	C173* C1231	C174 C1314
Cement: ASTM:	C109 (Compression only)								
Masonry: ASTM:	C140	C140 C780 (Annex 1 and 7)				C1314			
Aggregates: ASTM:	C29 C566	C40 C702	C70 C75*	C117 D4791	CI27 D5821	C128	C131	C136(exc. 1	(2.5/9.5mm) C535
AASHTO:	T304								
Soils:									
ASTM:	D421 D2216 D4318	D422 D2419 D4643	D698 D2435 D4718	D854 D2487 D6938*	D1140 D2488*	D1556* D3080	D1557 D2850	D1883 D4253	D2166 D4254
Bituminous:									
ASTM:	D75	D979*	D2041	D2172 (Method B)		D2726	D2950*	D3203	
AASHTO:	D3549 T30	D3665 T245	D4867 TP4	D6307		D6925	D6926	D6927	
Steel NDT: Field:	E165 E1444 AWS, Dl.l, Visual Welder Inspection AISC360/RCSC Fabrication & Erection - Visual & Bolting								

Fireproofing:

E605

Fireproofing Adhesion:

ASTM:

ASTM:

E736

(A2LA Cert, No. 0576.01) 03/25/09

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^{*} This laboratory meets A2LA R104 -General Requirements: Accreditation of Field Testing and Field Calibration Laboratories for these tests or calibrations

Proposal No. 11-2304.0 June 17, 2019



DEPARTMENT OF THE ARMY

ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS
GEOTECHNICAL AND STRUCTURES LABORATORY
WATERWAYS EXPERIMENT STATION, 3909 HALLS FERRY ROAD
VICKSBURG, MISSISSIPPI 19180-6199Y

Reply to the attention of:

May 12, 2015

Concrete and Materials Branch

Mr. Jeff Roberts TEAM Services, Inc. 717 S E. 6th Street Des Moines, IA 50309

TEAM Services, Inc. 1958 West River Drive, Ste. A Davenport, IA 52802 TEAM Services, Inc. 127 South 35th St. Council Bluffs, IA 51501

An inspection of your materials testing laboratory was performed on April 21-23, 2015. You provided deficiency corrections to the materials Testing Center (MTC) on May 12, 2015. These deficiency corrections were compared to the ASTM Standards for compliance and found to be satisfactory.

Your Quality System meets the requirements of the U.S. Army Corps of Engineers. The material test methods that you are validated to perform for the U.S. Army Corps of Engineers are:

Aggregate Tests: ASTM C40, C117, C127, C128, C131, C136, C227, C535, C566, C702, and D75.

Bituminous Tests: ASTM D140, D2041, D2726, D2950, D3203, D3665, D3666, D5444, D6926, D6927, E329, and CRD-C650.

Concrete Tests:

C31, C39, C138, C143, C172, C231, C1064, C470, C496, C511, C617, C1077,

C1231 and E329.

Masonry, Mortar & Grout Tests: ASTM C780, C1019 and C1314

Soil Tests: ASTM D421, D422, D698, D854, D1140, D1556, D1557, D1883, D2168, D2216, D2434, D2487, D2488, D3080, D3740, D4253, D4254, D4318, D4643, D5084, D6938, and E329.

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the MTC page at http://gsl.erdc.usace.army.mil/SL/MTC. All Corps offices will be notified of this decision and will have the opportunity to use your services. TEAM Services, Inc., Des Moines, IA will remain on our list of laboratories qualified to conduct material tests until April 23, 2018 three (3) years from the date of the inspection.

Individual location Certificates avialable upon request.

Copy Furnished:
Doug Comer / Louisville District
Louis Richardson / Omaha District

1

Alfred B, Crawley, PE Director

Materials Testing Center

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