

# INTERMEDIATE TO MIDDLE SCHOOL COUNSELING

*Transitions*







# BOULDER PEAK



**Alex Berning**

- School Counselor



**Margaret Buonadonna**

- School Counselor





# HAZEL POINT



**Jackie Adair**  
• School Counselor



**Tera Cooling**  
• Student Assistance Counselor





# OAK RIDGE



**Victoria Wanda**

- School Counselor



**Kim Woods**

- School Counselor



**Kristin Cannon**

- Student Assistance Counselor





# EXCELSIOR



**Lindsey Starmer**

- School Counselor



**Erin Gorman**

- School Counselor



**Mike Shipley**

- Student Assistance Counselor



# TODAY'S OBJECTIVE



**Discuss our transition procedures from:**

- elementary to intermediate
- intermediate to middle
- middle to high



# **ELEMENTARY TO INTERMEDIATE TRANSITIONS**

**SPRING (MARCH-MAY)**

- **Presentation given to students by school counselor**
  - **Daily Schedule**
  - **Lunch**
  - **Neighborhoods**
  - **Clubs/Opportunities for Involvement**
- **Spring Parent Night**
- **Student-centered conversations**
  - **counselors, administrators, student assistance counselors, and teachers**
- **Fine Arts Introductions/Music Choices**
- **Tour of Intermediate Schools**



# **ELEMENTARY TO INTERMEDIATE TRANSITIONS**

**FALL (AUGUST)**

- **Fall Open House**
  - **Meet teachers**
  - **Drop off supplies**
  - **Visit and Walk Around the Building**





# INTERMEDIATE TO MIDDLE SCHOOL

SPRING (MARCH-MAY)

- **Presentation given to students by school counselor**
  - **Daily schedule**
  - **Lunch**
  - **Teams**
  - **Lockers**
  - **PE requirements**
  - **Athletic/Fine Arts/Club Opportunities**
- **Student-centered conversations**
  - **counselors, administrators, student assistance counselors, and teachers**
- **Tour of Middle School Building**





# INTERMEDIATE TO MIDDLE SCHOOL

FALL (AUGUST)

- **Fall Orientation and/or Open House**
  - **parent involvement**
  - **students meet teachers**
  - **tour of the building**
  - **receive schedules**
  - **lockers and combinations**



# MIDDLE TO HIGH SCHOOL TRANSITIONS

AUGUST–MAY

- High School Prep Quarter Class
  - Four Year Plan through Xello
  - Career and College Readiness lessons
  - Collaboration with Junior Achievement
  - Resume building/Interview Skills
- Registration for 9th Grade Courses in February
- 8th Grade Parent Night in February
- Student-centered conversations
  - counselors, student assistance counselors, administrators, deans and teachers
- High School Students Involved in Teens Reaching Youth Panel Discussion
- High School Counselor Visit to 8th Grade Students



# **MIDDLE TO HIGH SCHOOL TRANSITIONS**

**AUGUST OF 9TH GRADE YEAR**

- **Opportunity to Visit the High School**
  - **August Dates TBD**
  - **Option to Schedule Appointments with High School Ambassadors**
- **9th Grade Only First Day of School**





# FREQUENTLY ASKED QUESTIONS


When can my  
students expect a  
schedule?

How does my child  
sign up for athletics  
in the middle  
school?

What if I am a new  
student/family to  
the district?

When are the  
buildings open to  
walk through the  
schools?

How can I get my  
child involved in  
clubs at the  
Intermediate Level?





## ***Updates from the Cabinet***

***March 6, 2023***

*Cabinet Members: Assoc. Superintendents Nathan Wear and Bob Read, David Nicholson, (CFO/COO), Karla Christian (Human Resources), Leisa Breitfelder (Student Services), and Jeri Ramos (Technology)*

## **Highlights & Honors**

**Art Honors:** Congratulations to Lilly Glowacki for competing against 1,317 student artists to win a spot in the National K12 Ceramics Show! Lilly's cat sculpture, *Lucky*, will be on display at the Duke Energy Convention Center in Cincinnati, Ohio (March 15th-18th) in conjunction with the 57th Annual National Council on Education for the Ceramics Arts Conference.



**MathCounts Honors:** Congratulations to the Oak Ridge MathCounts Team for placing first in the recent district competition. Five members of the team will be competing at State in March!

**Contest Speech Honors:** Congratulations to Contest Speech on their great start during the Individual District Competition. Of the 27 entries at Districts, 21 performances are heading to State! Congrats go out to their coaches, too, Ann and Kevin Fry, Lakeysha Hofmeister, and Mary Kilburg.

- Logan Burkett - Storytelling
- Lily Caton - Lit Program
- Kyra Clay - Poetry
- Ellyson Hoffman - Lit Program
- Sabyn Jones - Storytelling and Public Address
- George Joyner - Radio News Broadcasting and Poetry
- Jacob Maurer - Acting
- Hana Mohammed - Expository Address
- Aheli Mustafi - Prose and Acting (Freshman Team)
- Rowan Price - Lit Program and Reviewing (Freshman Team)
- Abigail Richard - Radio News Broadcasting and Poetry
- Cal Schoepske - Acting
- Will Shaheen - Radio News Broadcasting
- Addison Sleezer - Expository Address and Public Address
- Anastasia Weaver - Storytelling



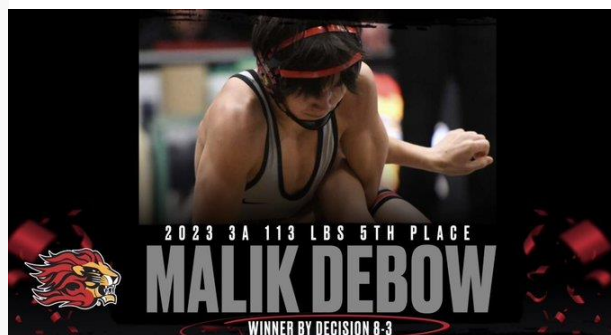


**Orchestra Honors:** Congratulations to the following 9th Grade Orchestra students for being selected as part of the 2023 Kennedy Honor Orchestra!

- Ari Beeh (violin)
- Caden Delecki (violin)
- Kathryn Delsing (viola)
- Ellie Kim (violin)
- Erich Nguyen (viola)
- Landon Niemi (cello)
- Sophia Phan (violin)
- Jordyn Puffer (bass)
- Izzy Telisak (violin)



**Wrestling Honors:** Congratulations to Boys Wrestling and their coaches for placing 4th overall in the Class 3A wrestling finals! Brayden Parke, Kane Naaktgeboren, Grant Kress, and Tate Naaktgeboren took second and Malik Debow took 5th!



**Bowling Honors:**

Congratulations to Calix Carpenter and Boston Stoffel for participating in the Class 3A State Bowling Tournament!





**ITEMS TO INCLUDE ON AGENDA**

**LINN-MAR COMMUNITY SCHOOL DISTRICT**

\$15,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023

- 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 Tax Exemption Certificate.
- Resolution Authorizing the Terms of Issuance and Providing for and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds.

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



March 6, 2023

The Board of Directors of the Linn-Mar Community School District, State of Iowa, met in \_\_\_\_\_ session, in the Board Room, Learning Resource Center, 2999 North 10th Street, Marion, Iowa, at 5:00 P.M., on the above date. There were present President \_\_\_\_\_, in the chair, and the following named Board Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*



Board Member \_\_\_\_\_ introduced the following Resolution entitled "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" and moved its adoption. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

The President declared the Resolution adopted.

\* \* \* \* \*

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

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

The President declared the Motion adopted.

\* \* \* \* \*



Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE TERMS OF ISSUANCE AND SECURING THE PAYMENT OF \$15,000,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2023, OF THE LINN-MAR COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, UNDER THE PROVISIONS OF CHAPTERS 423E AND 423F OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID BONDS," and moved its adoption. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

The President declared the Resolution adopted.

\* \* \* \* \*



RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES,  
IOWA, 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 Section 423E.5 and Chapter 423F, \$15,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023 (the "Bonds"), dated March 21, 2023, 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 West Des Moines, Iowa, 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 to be entered into between the School Board and UMB Bank, N.A.:

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

Section 1. That UMB Bank, N.A. of West Des Moines, Iowa, is appointed to serve as Paying Agent, Bond Registrar, and Transfer Agent in connection with the issuance of \$15,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023, dated March 21, 2023.

Section 2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is approved and that the President and Secretary of the Board of Directors are authorized to sign the Agreement on behalf of the School District.

PASSED AND APPROVED this 6th day of March, 2023.

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President of the Board of Directors

ATTEST:

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Secretary of the Board of Directors



RESOLUTION AUTHORIZING AND PROVIDING FOR THE TERMS OF  
ISSUANCE AND SECURING THE PAYMENT OF \$15,000,000 SCHOOL  
INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS,  
SERIES 2023, OF THE LINN-MAR COMMUNITY SCHOOL DISTRICT,  
STATE OF IOWA, UNDER THE PROVISIONS OF CHAPTERS 423E AND  
423F OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF  
PAYMENT OF SAID BONDS

WHEREAS, pursuant to Iowa Code Chapters 423E and 423F, the Board of Directors of the Linn-Mar Community School District, State of Iowa, (the "Issuer" or the "School District") is currently entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure, the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the Issuer pursuant to Iowa Code Section 423F.2, as amended, and which taxes are and will continue to be collected as set forth therein and said revenues have not been pledged (except as to payment of the Outstanding Bonds) and are available for the payment of revenue bonds, subject to the following premises; and

WHEREAS, pursuant to Iowa Code Chapters 423E and 423F, and an election duly held in accordance therewith on November 5, 2019, the Board of Directors of the Linn-Mar Community School District, State of Iowa, is currently entitled to spend School Infrastructure Tax Revenues for "school infrastructure" purposes; and

WHEREAS, the School District has complied with the provisions of Iowa Code Section 423F.4 by holding a public hearing on January 9, 2023, with notice published not less than ten nor more than twenty days ahead of that hearing, and did not receive a petition requesting an election on the question of issuing the Bonds; and

WHEREAS, to construct, furnish and equip a new Learning Resource Center is hereby found and declared to be an eligible "school infrastructure project" within the meaning of the Revenue Purpose Statement approved by the electors of the Issuer, and the designated portion of the School Infrastructure Tax Revenues (as hereinafter defined) to be used for such projects shall be allocated first to the repayment of School Infrastructure Sales, Services and Use Tax Revenue Bonds issued for the purposes of the Project (as hereinafter defined); and

WHEREAS, Issuer proposes to issue its School Infrastructure Sales Services and Use Tax Revenue Bonds, Series 2023, in the amount of \$15,000,000 (the "Bonds") for the purpose of defraying the costs of the Project, and to pay costs of issuance; and

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

WHEREAS, a statement of Berens-Tate Consulting Group, not in the regular employ of the Issuer, has been placed on file in the office of the Secretary of the Board of Directors, showing



the conditions and limitations of said Prior Bond Resolutions, with regard to the sufficiency of School Infrastructure Tax Revenues to permit the issuance of additional School Infrastructure Sales, Services and Use Tax Revenue Bonds ranking on a parity with the Outstanding Bonds to have been met and satisfied as required; and

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

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

Section 1. Definitions. The following terms with or without capitalization shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Act" shall mean Iowa Code Chapters 423E and 423F, as from time to time amended and supplemented.
- "Additional Bonds" shall mean any school infrastructure sales, services and use tax revenue bonds issued on a parity with the Outstanding Bonds and the Bonds in accordance with the provisions of this Resolution.
- "Bond(s)" shall mean \$15,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023, authorized to be issued by this Resolution.
- "Bond Fund" shall mean the Sinking Fund.
- "Bond Proceeds" shall mean the amount actually received from the sale of the Bonds and paid to the Issuer on the Closing Date.
- "Closing Date" shall mean the date of the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Economic Refunding" shall mean the sale and issuance of refunding bonds issued to discharge and satisfy all or a part of the Bonds or the Parity Bonds in accordance with Section 19 of this Resolution, and to pay costs of issuance. The refunding must (i) produce annual debt service on the refunding bonds not greater in any Fiscal Year than the total (remaining) debt service on the Parity Bonds being refunded; (ii) not have a debt service payment in any Fiscal Year (through maturity of the refunding bonds) that is greater than the debt service payment on the Parity Bonds being refunded, and (iii) shall not extend the final maturity of the Parity bonds being refunded.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting



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

- "Governing Body" shall mean the Board of Directors of the School District.
- "Independent Auditor" shall mean an independent firm of Certified Public Accountants, an independent financial consultant, placement agent, or the Auditor of State.
- "Issuer" and "School District" shall mean the Linn-Mar Community School District.
- "Original Purchaser" shall mean JPMorgan Chase Bank, N.A., Chicago, Illinois.
- "Outstanding Bonds" shall mean the \$26,865,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021 dated August 24, 2021 ("Series 2021 Bonds"), issued in accordance with the Prior Bond Resolution, of which \$24,530,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues; and the \$14,750,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2022 dated June 22, 2022 ("Series 2022 Bonds"), issued in accordance with the Prior Bond Resolution, all of which of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues.
- "Parity Bonds" shall mean the Outstanding Bonds and any School Infrastructure Sales, Services and Use Tax Revenue bonds, notes or other obligations payable solely from the School Infrastructure Tax Revenues on an equal basis with the Outstanding Bonds and the Bonds herein authorized to be issued and shall include Additional Bonds as authorized to be issued under the terms of this Resolution.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Permitted Investments" shall mean any investments permitted in Iowa Code Chapter 12B or Section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Bonds or project costs.
- "Prior Bond Resolutions" shall mean resolutions adopted by the Issuer on August 9, 2021 authorizing the issuance of the Series 2021 Bonds, and adopted by the Issuer on May 23, 2022 authorizing the issuance of the Series 2022 Bonds.



- "Project" shall mean a school infrastructure project as authorized by the electors at the election held November 5, 2019 and the Act, including to construct, furnish and equip a new Learning Resource Center.

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

- "Rebate Fund" shall mean the rebate fund so defined in and established pursuant to the Tax Exemption Certificate and as provided in Section 20 of this Resolution.

- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

- "Reserve Fund" shall mean the reserve fund established in the Prior Bond Resolutions and further described in Section 15 of this Resolution.

- "Reserve Fund Requirement" shall mean an amount equal to the lesser of (a) the maximum amount of the principal and interest coming due on any Additional Bonds secured by the Reserve Fund; (b) 10% of the stated principal amount of any Additional Bonds secured by the Reserve Fund (for issues with original issue discount the issue price as defined in the Tax Exemption Certificate shall be substituted for the stated principal amount) or (c) 125% of the average principal and interest coming due on any Additional Bonds secured by the Reserve Fund. For purposes of this definition: (1) "issue price" shall be substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue. The Bonds are not secured by the Reserve Fund.

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

- "School Infrastructure Tax" shall mean the School District's portion of the one percent (1%) sales, services and use tax imposed by the State of Iowa for school infrastructure purposes which must be deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to Iowa Code Section 423F.2, as amended.

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



- "Secretary" shall mean the Secretary of the Board of Directors of the School District, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- "Sinking Fund" shall mean the sinking fund established in the Prior Bond Resolutions and further described in Section 15 of this Resolution.
- "State" shall mean the State of Iowa.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" shall mean the Treasurer of the School District or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.
- "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Bonds under Section 148(a) of the Internal Revenue Code or regulations issued thereunder.

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

Section 3. Authorization and Purpose. There shall be issued negotiable, fully registered, School Infrastructure Sales, Services and Use Tax Revenue Bonds of the Linn-Mar Community School District, in the of County of Linn, State of Iowa, in the aggregate amount of \$15,000,000 for the purpose of paying costs of the Project and costs of issuance.

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

Section 5. Bond Details. School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022 of the School District in the amount of \$15,000,000 are issued pursuant to the provisions of Iowa Code Section 423E.5 and Iowa Code Chapter 423F for the aforesaid purposes, and the provisions of a subsequent purchase agreement which is approved and made a part hereof by reference. The Bonds shall be issued as a single term bond (the "Term Bond"), be designated "SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BOND, SERIES 2023," be dated March 21, 2023, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on January 1, 2024 and



semiannually thereafter on the 1st day of July and January in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the President and attested by the manual or facsimile signature of the Secretary, and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check, wire, or electronic funds transfer to the registered owner of the Bond. The Bonds shall be in the denomination of \$100,000 or integral multiples of \$5,000 in excess thereof. Said Bonds shall mature and bear interest as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity July 1</u>
\$15,000,000	4.420%	2041 <sup>(1)</sup>

<sup>(1)</sup>Term Bond Maturing July 1, 2041. Bonds in the aggregate principal amount of \$15,000,000 shall be issued as a single Term Bond maturing as to principal on July 1, 2041, shall bear interest at 4.420% 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:

<u>The 2041 Term Bond</u>		
<u>Principal Amount of Mandatory Redemption</u>	<u>Interest Rate</u>	<u>Date of Redemption July 1</u>
\$2,100,000	4.420%	2024
100,000	4.420	2025
100,000	4.420	2026
100,000	4.420	2027
230,000	4.420	2028
225,000	4.420	2029
1,385,000	4.420	2030
1,385,000	4.420	2031
1,440,000	4.420	2032
1,500,000	4.420	2033
1,570,000	4.420	2034
620,000	4.420	2035
635,000	4.420	2036
665,000	4.420	2037
690,000	4.420	2038
720,000	4.420	2039
750,000	4.420	2040
785,000	4.420	2041*

\* Final Maturity



Section 6. Optional Redemption. Bonds maturing after July 1, 2028, 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 but not in part, 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.

Section 7. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds (the "Registration Books"), and in no other way. UMB Bank, N.A. of West Des Moines, Iowa is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. The Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds and for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

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

c) Registration of Transferred Bonds. 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 in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made



only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

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

f) Non-Presentment of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years' interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

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

Section 9. 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 thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the President and Secretary shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the



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

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

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



(Form of Bond)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO U.S. PERSONS (AS SUCH TERMS ARE DEFINED UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THIS BOND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE SERIES 2023 BOND RESOLUTION AND A PURCHASE AGREEMENT INCORPORATED BY REFERENCE THEREIN, INCLUDING THE EXECUTION OF AN INVESTOR LETTER AS ATTACHED TO THE PURCHASE AGREEMENT.

"Registered"

"Registered"

R-1

\$15,000,000

**STATE OF IOWA  
LINN-MAR COMMUNITY SCHOOL DISTRICT  
COUNTY OF LINN  
SCHOOL INFRASTRUCTURE SALES, SERVICES AND  
USE TAX REVENUE BONDS, SERIES 2023**

<u>Rate</u>	<u>Maturity</u>	<u>Bond Date</u>
4.420%	July 1, 2041	March 21, 2023

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

**REGISTERED OWNER:  
JPMORGAN CHASE BANK, N.A.**

**FIN:** \_\_\_\_\_

or registered assigns, the principal sum of **FIFTEEN MILLION DOLLARS** in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender as provided in the Bond Resolution (hereafter described) at the designated office of UMB Bank, N.A. of West Des Moines, Iowa, Paying Agent of this issue, or successor with interest on the sum from the date hereof until paid at the per annum rate specified above, payable on January 1, 2024, and semiannually thereafter on the 1st day of July and January in each year.

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



This Bond is issued pursuant to the provisions of Iowa Code Section 423E.5 and Iowa Code Chapter 423F, as amended, for the purpose of paying costs of a School Infrastructure Project defined in and in conformity with the Act and with the Resolution of the Board of Directors of the School District, duly passed and approved (the "Resolution"). For a complete statement of the revenues and funds from which and the conditions under which this Bond is payable, a statement of the conditions under which additional bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the above-described Resolution. Capitalized terms not defined herein shall have the meanings assigned to them in the Resolution.

Bonds maturing after July 1, 2028, 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 but not in part, 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.

The Term Bond maturing in 2041 is subject to mandatory redemption and payment at par and accrued interest, in the principal amounts set forth in the Resolution, on July 1 of the years 2024 to 2041, inclusive.

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

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

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



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

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

Date of authentication: **Closing Date**

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

This is one of the Bonds described in the  
Resolution, as registered by UMB Bank, N.A.  
of West Des Moines, Iowa.

UMB BANK, N.A. OF WEST DES MOINES,  
IOWA, Registrar

By: (manual or facsimile signature)  
President of the Board

ATTEST:

By: \_\_\_\_\_  
Authorized signature

By: (manual or facsimile signature)  
Secretary of the Board

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

(Seal)

### ASSIGNMENT

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

Dated \_\_\_\_\_

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

SIGNATURE GUARANTEED ) \_\_\_\_\_



**IMPORTANT - READ CAREFULLY**

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

**INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER**

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

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

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

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

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

Section 13. Equality of Lien. The timely payment of principal of and interest on the Bonds and Parity Bonds shall be secured equally and ratably by the School Infrastructure Tax Revenues without priority by reason of number or time of sale or delivery. The School District irrevocably pledges the School Infrastructure Tax Revenues to secure the timely payment of both principal and interest on the Bonds and Parity Bonds and all other accounts due under the Bonds and Parity Bonds as the same become due.

Section 14. Application of Bond Proceeds - Project Fund. There is hereby created a Project Fund, to be held by the Issuer, into which the Bond Proceeds shall be deposited and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other School Infrastructure Tax Revenues shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund



and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 15. Application of Revenues. The provisions of the Prior Bond Resolutions (as defined in this Resolution) are hereby ratified and confirmed. Nothing in this Resolution shall be construed to impair the rights vested in the holders of the Outstanding Bonds. The amounts herein required to be paid into the various funds named in this Section shall be inclusive of payments required in respect to the Outstanding Bonds. The provisions of the Prior Bond Resolutions authorizing the Outstanding Bonds and the provisions of this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the Prior Bond Resolutions shall prevail until such time as the Outstanding Bonds authorized by the Prior Bond Resolutions have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

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

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

2. Reserve Fund. The provisions in the Prior Bond Resolution whereby there was created and is to be maintained a debt service reserve in an amount equal to the Reserve Fund Requirement if the issuance of Additional Bonds requires a Reserve Fund is hereby ratified and confirmed. Money in the Reserve Fund shall be used solely for the purpose of



paying principal at maturity of or interest on the Additional Bonds, if required, for the payment of which insufficient money shall be available in the Sinking Fund. The Reserve Fund is not pledged or otherwise held for the benefit of the purchasers or owners of the Bonds or the Outstanding Bonds. A future Reserve Fund may be established for Additional Bonds to secure the repayment of such Additional Bonds at the option of the Issuer and the terms and conditions of the purchase of such Additional Bonds. Such future Reserve Fund shall not be pledged or otherwise held for the benefit of the purchasers of the Outstanding Bonds or the Bonds.

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

4. Surplus Revenue. Any remaining money may be used to pay or redeem any of the Bonds, the Outstanding Bonds or Additional Bonds or may be used for any lawful purpose.

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

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

Section 16. Investments. Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with the State Sinking Fund provided under Iowa Code Chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided but in no event maturing in more than three years in the case of the Reserve Fund for Additional Bonds, if required. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Section.

The Sinking Fund and the Reserve Fund for Additional Bonds, if required, shall be segregated in a separate accounts but may be invested in the same manner as other funds of the School District but designated as trust funds on the books and records of the School District. The



Sinking Fund and Reserve Fund for Additional Bonds, if required, shall not be available for any other purposes other than those specified in this Resolution.

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

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

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

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

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

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

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

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

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



and protect the pledge of the School Infrastructure Tax Revenues and other funds and accounts pledged hereunder and all the rights and every owner of any of the Bonds against all claims and demands of all persons whomsoever.

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

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

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

i) The Issuer shall annually provide to the Original Purchaser and any other registered owner of the Bonds, current, audited financial statements, which shall include the specific amount of school infrastructure sales tax received and recorded for the year, historical assessed property valuations, overlapping debt issued by other municipal debt issuers payable from a tax levy against the same property tax base, ad valorem tax collection rate, top ten taxpayers, district population, and debt service coverage within 270 days after the close of the Issuer's Fiscal Year, beginning with Fiscal Years ending June 30, 2023 and upon request, such other financial information as the Original Purchaser or other registered owner of Bonds may reasonably request. If the audited financial statements are unavailable within that time frame, the Issuer shall provide such notice of the unavailability to the Original Purchaser or other registered owner of the Bonds and shall provide such audited financial statements to the Original Purchaser or other registered owner of the Bonds when they become available.

j) The Governing Body of the Issuer shall not take any action with respect to the Issuer's current Revenue Purpose Statement, as used in Iowa Code Section 423F.3, authorizing the uses of the School Infrastructure Tax Revenues, as approved by the voters of the Issuer on November 5, 2019, which would impair the ability or authority of the Issuer to apply School Infrastructure Tax Revenues to the payments of principal and interest on the Bonds and Parity Bonds.

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



Section 18. Remedies of Bondholders. Except as herein expressly limited the holder or holders of the Bonds and Parity Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Bonds or Parity Bonds and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 19. Prior Lien and Parity Bonds; Subordinate Obligations. So long as the Series 2021 Bonds are outstanding and remain a lien on the School Infrastructure Tax Revenues, Section 20 of the Prior Bond Resolution for the Series 2021 Bonds shall apply; thereafter, and so long as the Series 2022 Bonds are outstanding and remain a lien on the School Infrastructure Tax Revenues, Section 21 of the Prior Bond Resolution for the Series 2022 Bonds shall apply; and thereafter, and so long as the Bonds are outstanding and remain a lien on the School Infrastructure Tax Revenues, this Section shall apply.

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

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

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

b) For the purpose of refunding any Bonds or Parity Bonds outstanding, or for other lawful purposes, provided that, before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Secretary, a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.25 times the maximum amount that will be required in any Fiscal Year for the payment of both principal of and interest on all Bonds or Parity Bonds then outstanding which are payable from the School Infrastructure Tax Revenues and the Additional Bonds then proposed to be issued.

For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year, the amount of the revenues for such year may be adjusted by the Independent Auditor to reflect: (1) any revision of the rate of the School Infrastructure Tax as if such revision had been in effect during all of such preceding Fiscal Year; and (2) the current level at which the State funds the Statewide Average Revenue Per Student then in effect for the year in which the Additional Bonds are issued. For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year, the



amount of revenues for such year may be adjusted by the Independent Auditor to reflect the most recent certified enrollment count of students for the School District.

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

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

e) The Reserve Fund for the Additional Bonds, if required, must be fully funded as of the date of issue of the Additional Bonds.

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

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

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Bonds remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Bonds and Parity Bonds, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

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



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

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

Section 22. Not Qualified Tax-Exempt Obligations. 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. Discharge and Satisfaction of Bonds. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds and Parity Bonds, or any of them, in any one or more of the following ways:

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

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

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Bonds or Parity Bonds shall



cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

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

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

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

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

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

d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

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

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

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



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

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

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

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

Any consent given by the holder of a bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same bond during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the Secretary.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

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

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

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



Section 29. Repeal of Conflicting Resolutions and Effective Date. 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.

PASSED AND APPROVED this 6th day of March, 2023.

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President of the Board of Directors

ATTEST:

---

Secretary of the Board of Directors



## CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LINN

)

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

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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



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TAX EXEMPTION CERTIFICATE

of

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

\$15,000,000 School Infrastructure Sales, Services  
and Use Tax Revenue Bonds, Series 2023

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This instrument was prepared by:

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



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

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## TAX EXEMPTION CERTIFICATE

### LINN-MAR COMMUNITY SCHOOL DISTRICT, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on March 21, 2023, 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 \$15,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023 (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.
- "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 Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.



- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Bonds" means the \$15,000,000 aggregate principal amount of School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023, of the Issuer issued in registered form pursuant to the Resolution.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(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 1.148-1(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$15,000,000, 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.

- "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 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means to construct, furnish and equip a new Learning Resource Center as more fully described in the Resolution.

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

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

- "Purchasers" means JPMorgan Chase Bank, N.A. of Chicago, Illinois, 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.

- "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 March 6, 2023, authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to



pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the Certificate of the Purchaser attached to this Tax Exemption Certificate as Exhibit A and the Purchase Agreement.

## 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 as to Issue Price, 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.

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

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

## Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (\$15,000,000 par), 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) \$146,100 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) \$14,853,900 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

### Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs to construct, furnish and equip a new Learning Resource Center.

### Section 2.4 Facts Supporting Tax-Exemption Classification

#### Governmental Bonds

##### Private Business Use/Private Security or Payment Tests

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

##### Private Loan Financing Test

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

### Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. 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) Expenditure Test. 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) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and



will be invested without restriction as to yield for a temporary period not in excess of six months.

#### Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

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

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

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

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

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

#### Section 2.7 Pertaining to Yields

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

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

(c) The Bond Yield has been computed as not less than 4.4173 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

## ARTICLE III

### REBATE

#### Section 3.1 Records

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

#### Section 3.2 Rebate Fund

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

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

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

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

#### Section 3.3 Exceptions to Rebate

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



- School District Small Issuer Exception

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

#### Section 3.4 Calculation of Rebate Amount

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

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

#### Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount 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 Investment Pursuant to Investment Contracts and Agreements

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

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

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

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

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

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

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

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

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

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

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material



financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

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

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

(c) The winning bid meets the following requirements:

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

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

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

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

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

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

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

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a

submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

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

#### Section 4.5 Records

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

#### Section 4.6 Investments to be Legal

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

### ARTICLE V

#### GENERAL COVENANTS

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

### ARTICLE VI

#### AMENDMENTS AND ADDITIONAL AGREEMENTS

##### Section 6.1 Opinion of Bond Counsel; Amendments

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

##### Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to



the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3    Internal Revenue Service Audits

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

Section 6.4    Amendments

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

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.

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

## EXHIBIT A

### LINN-MAR COMMUNITY SCHOOL DISTRICT, IOWA \$15,000,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2023

#### CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of JPMorgan Chase Bank, N.A. (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "Bonds").

1. ***Purchase of the Bonds.*** On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of \$15,000,000. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. ***Defined Terms.***

a) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

b) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C., Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, Bond Counsel's preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that Bond Counsel may give to the Issuer from time to time relating to the Bonds.

**JPMORGAN CHASE BANK, N.A.,**  
as Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Dated: March 21, 2023



## **PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT**

THIS AGREEMENT is made and entered into on March 21, 2023 by and between the Linn-Mar Community School District hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$15,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023, dated March 21, 2023 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
  - (a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
  - (b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
  - (c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.



6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event that the Bond owner elects in writing that payment of interest, principal, and redemption premium, if any, be paid by electronic transfer, the AGENT shall make payment by such means pursuant to written instructions from the Bond owner and at the expense of the Bond owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,



however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial

owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 423E, 423F and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the



owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, N.A. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	Linn-Mar Community School District Secretary of the Board of Directors 2999 N. 10th Street Marion, Iowa 52302
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29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may

request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized signatories, set their respective hands and seals this 21st day of March, 2023.

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

By: \_\_\_\_\_  
President of the Board of Directors

ATTEST:

By: \_\_\_\_\_  
Secretary of the Board of Directors



UMB BANK, N.A., as PAYING  
AGENT/REGISTRAR

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

02166665-1\18139-058



## PURCHASE AGREEMENT

This Purchase Agreement is entered into between the Linn-Mar Community School District in the County of Linn, State of Iowa (the "School Corporation"), and JPMorgan Chase Bank, N.A. of Chicago, Illinois (the "Purchaser"). The parties agree as follows:

1. The Purchaser will pay to the School Corporation the sum of \$15,000,000. The School Corporation's obligation to repay is evidenced by the issuance of School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023, in the aggregate principal amount of \$15,000,000 (the "Bonds").

2. The proceeds must be used as provided in the Resolution Authorizing the Issuance of Bonds adopted March 6, 2023 (the "Resolution").

3. The School Corporation agrees to repay the Bonds as provided in this Purchase Agreement and the Resolution. The Bonds, in substantially the form set forth in the Resolution, are executed and delivered to the Purchaser to evidence the School Corporation's obligation to repay the amounts payable. The Bonds are dated March 21, 2023, with interest payable January 1, 2024, and semi-annually thereafter on the 1<sup>st</sup> day of July and January in each year, at the respective rates, and mature in principal amounts as stated in the Resolution.

4. The Resolution approves the form of Purchase Agreement and is incorporated herein by reference. The parties agree to abide by the terms and provisions of the Resolution.

5. The Purchaser and the School Corporation represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to the Purchase Agreement or presently exists between them with respect to other similar matters and the Purchaser is not an employee or an agent of the School Corporation. The Purchaser has not and will not pay any commission, compensation or fee to any person or entity in connection with its purchase of the Bonds.

6. The Purchaser is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act") or an "accredited investor" as that term is defined in paragraph (a) of Rule 501 under the Act.

7. The Purchaser understands that there has not been prepared or provided any offering statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the School Corporation, the Bonds, or the Project (as defined in the Resolution). In due diligence, the Purchaser sought such advice as it has deemed necessary and has made its own inquiry and analysis with respect to the School Corporation, the Bonds and the security therefor, the Project, and payment of the Bonds.

8. The Purchaser is not aware of, and is not purchasing the Bonds pursuant to, any form of general solicitation or advertising with respect to the Bonds.

9. The Purchaser and its affiliates have assets with a net worth of at least \$5,000,000 as of the date of purchase of the Bonds.

10. The Purchaser has independently evaluated the factors associated with its investment decision. The Purchaser acknowledges that it has been given full and complete access to and has been furnished with all information including financial statements and other financial information which is adequate for a reasonable investor in making investment decisions, and it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the School Corporation, the Project and the Bonds, so that as a reasonable investor, it has been able to make its decision to purchase the Bonds. The Purchaser has been furnished with and has examined the Bonds, the Resolution, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Bonds.

11. The Purchaser is aware that no document other than the Preliminary Participant Package dated as of January 30, 2023 providing information relating to the Bonds has been prepared specifically in relation to the issuance of the Bonds. The Purchaser has been provided with, or given access to, all financial and other information and all documents it has requested of the School Corporation relating to the purchase of Bonds.

12. The Purchaser acknowledges that the Bonds are issued without a Reserve Fund (which includes all subaccounts thereof). Pursuant to the Prior Bond Resolutions and the Resolution, if a Reserve Fund is established for Additional Bonds secured by a pledge of School Infrastructure Tax Revenues, such Reserve Fund shall secure only the Additional Bonds, but shall not secure the Bonds.

13. The Purchaser understands that the Bonds (a) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the laws of Iowa or the "Blue Sky" laws and regulations of any other state, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) will not be readily marketable. Purchaser agrees not to offer, sell or transfer the Bonds or make any change in registration of any of the Bonds without having first determined that the sale or transaction which necessitates or prompts the transfer to change of registration may be made without violating the Iowa Uniform Securities Act or any other applicable law, rule or regulation; or without making at its own expense such disclosure as may be required by state or federal law. The Purchaser agrees to indemnify and hold harmless the School Corporation from any and all liability and expense, including attorney's fees, for its failure to make such disclosure.

14. The Purchaser is either (a) acquiring the Bonds for its own account and not with a view to resale or other distribution thereof and does not presently intend to divide the Bonds or to resell or to otherwise dispose of all or any portion of the Bonds, or (b) acknowledges that if any of the Bonds are transferred or sold to another investor, an investment letter substantially similar to the form attached to, and incorporated by reference, this Purchase Agreement shall be executed by such transferee or purchaser. The Purchaser understands that it may need to bear the risks of this investment for an indefinite period of time, since any sale prior to maturity may not be possible.

15. The Purchaser is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds, and it is capable of and has made its own investigation of the School Corporation with its decision to purchase the Bonds.



16. The Purchaser understands that the School Corporation and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

17. The Purchaser has duly authorized, by all necessary action, the purchase of the Bonds and the execution and delivery of this certificate and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

18. All closing costs shall be the responsibility of the School Corporation. The School Corporation shall pay the legal fees of the Purchaser in the amount of \$5,000 upon submission of said invoice by their legal counsel to the School Corporation.

19. Agreement to EMMA Posting Public Records. The School Corporation may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the School Corporation determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Purchaser hereby acknowledges such documents as public records and consents to said disclosure.

IN WITNESS WHEREOF, we affix our signatures as of the 24th day of February, 2023.

LINN-MAR COMMUNITY SCHOOL  
DISTRICT

By: \_\_\_\_\_  
President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors

JPMORGAN CHASE BANK, N.A. (Purchaser)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)



Exhibit A

INVESTMENT LETTER

RE: School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023 (the "Bonds") of the Linn-Mar Community School District (the "School Corporation")

Ladies and Gentlemen:

The undersigned \_\_\_\_\_ (the "Holder"), has purchased \$\_\_\_\_\_ principal amount of the Bonds from \_\_\_\_\_ (the "Original Purchaser"). In connection with such purchase, the School Corporation requires that the Holder make certain representations as to the Holder's willingness to accept the risks of investing in the Bonds, the Holder's investigation of such risks and other matters. Accordingly, the Holder represents and warrants to the School Corporation and the other addressees hereof as follows:

A. The Holder has been provided with a copy of the Purchase Agreement between the School Corporation and Original Purchaser a copy of which is attached to this Investment Letter and hereby incorporated by reference.

B. The Holder specifically acknowledges paragraphs 5 through 19 of the Purchase Agreement and agrees that all of these paragraphs shall apply to the Holder in addition to the Original Purchaser.

The Holder acknowledges that if in the future the Bonds are transferred or sold to another investor, a new Investment Letter shall be executed by the transferee.

C. All representations of the Holder contained herein shall survive the sale and delivery of the Bonds to the Holder as representations of fact existing as of the date of execution and delivery of this Investment Letter.

D. Notwithstanding anything to the contrary herein, the Holder waives any requirement of due diligence and investigation or inquiry on the part of any of the addressees to this Investment Letter.

The above representations are provided solely for the benefit of the addressees of this Investment Letter and may not be relied upon by or furnished to any other person without our prior written consent.

(HOLDER)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

[Bond: If the Holder is a corporation or other business entity, the signatory must be Chief Financial Officer or other executive officer]

By: \_\_\_\_\_

Its: \_\_\_\_\_

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**Policy Series 400 – Staff/Personnel**  
**Licensed Personnel**



**Policy 401.5 Licensed Personnel Professional Development**

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To advance student achievement, the school board encourages staff learning and professional development as part of a professional learning community. Therefore, the school board expects licensed personnel to participate in staff development and professional growth activities to maintain, develop, and extend their skills.

Staff development activities include workshops or courses in which the focus of the learning aligns with the educational goals of the district's Strategic Plan, comprehensive school improvement goals, building improvement goals, and instructional goals of the district. Staff development activities which occur during contract time are not eligible for advancement on the salary schedule.

Professional growth activities are structured learning workshops or courses that advance the skills, knowledge, or practice of the employee in which participation is solely the employee's choice. Professional growth attained through coursework may lead to an advanced degree. Professional growth workshops or courses eligible for salary advancement must occur outside the contract day.

If the employee is compensated by the district for expenses, including tuition or registration, related to participation in a staff development or professional growth workshop or course, that workshop or course is not eligible for advancement on the salary schedule.

Requests for attendance or participation in a staff development or professional growth workshops or courses during the contract day other than those programs sponsored by the district shall be made to the superintendent [or designee] in writing. Approval by the superintendent [or designee] must be obtained prior to attendance in the selected workshop or course **when the attendance would result in the licensed employee being excused from their duties or when the district pays the expenses for the program.**

The superintendent [or designee] will have discretion to allow or disallow the licensed personnel to attend or participate in the requested event. When making this determination, the superintendent [or designee] will consider the value of the program for the licensed employee and the district; the effect of the licensed employee's absence on the education program, district operations, and the district's budget; as well as other factors deemed relevant in the judgment of the superintendent [or designee].

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Adopted: 8/89

Reviewed: 1/11; 12/11; 4/13; 9/14; 12/16; 4/20

Revised: 11/05

Related Policy: 401.14

Legal Reference (Code of Iowa): §279.8, .74; 281 IAC 12.7; 83.6

IASB Reference: 408.1

*Mandatory Policy*

## Policy 401.15 Child Abuse Reporting by Licensed Personnel

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The compliance with state law and to provide protection to victims of child abuse, the school board believes incidents of alleged child abuse should be reported to the proper authorities. All licensed school employees, nurses, teachers, coaches, and paraeducators are mandatory reporters as provided by law and are to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

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

Within six months of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child abuse **and dependent adult abuse or** submit evidence they've taken the course within the previous three years. **After July 1, 2019, employees who have previously taken mandatory reporter training will be required to take the two-hour training course before the expiration of their current training certificate.**

Once the training course has been taken, the certificate will remain valid for three years. Employees who have taken the **post-July 1, 2019**, two-hour training course will take the one-hour follow up training course every three years and prior to the expiration of their certificate.

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

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Adopted: 7/79

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

Revised: 9/14; 12/16; 4/20; 10/22

Related Policy: 401.15-R; 505.52; 505.52-R

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

IASB Reference: 402.2, 402.3



### Policy 502.3 Prohibition of Tobacco/Nicotine, Alcohol, and Drugs

The board prohibits the distribution, dispensing, manufacturing, possession, use, or being under the influence of alcohol, tobacco/nicotine, or other controlled substances; as well as look-alike substances that appear to be alcohol, tobacco/nicotine (ex: vaping, e-cigarettes, JUUL-like vaping devices, etc.), or other controlled substances (ex: schedule I; schedule II-V drugs without a valid prescription) by students while on school district property or on property within the jurisdiction of the school district; while on school-owned/operated vehicles or chartered vehicles, or while attending or engaged in school activities away from school grounds.

The board believes such illegal, unauthorized, or contraband materials generally cause material and substantial disruption to the school environment and present a threat to the health and safety of students, employees, and visitors.

The distribution, dispensing, manufacturing, use, purchase, or possession of cigarettes, tobacco/nicotine, or other tobacco products for those under the age of 18 are in violation of federal state, and local laws and may be reported to the law enforcement authorities.

The distribution, dispensing, manufacturing, use, purchase, possession, or being under the influence of alcohol and other controlled substances or drugs not prescribed to the user or distributor (ex: schedule I; schedule II-V drugs) are in violation of federal state, and local laws and may also be reported to the law enforcement authorities.

Violation of this policy by students will result in disciplinary action up to and including suspension or expulsion; and a referral for substance abuse evaluation by a licensed substance abuse professional. Students who violate the terms of this policy may also be required to satisfactorily complete a substance abuse assistance or rehabilitation program. If the student fails to satisfactorily complete such program, they may also be subject to discipline including suspension or expulsion.

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

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Adopted: 6/70

Reviewed: 3/12; 10/14; 10/17; 9/20

Revised: 5/11; 7/13; 1/15

Related Policy: 502.1; 502.2; 502.2-R; 502.3-R; 502.4; 1004.3

Legal Reference (Code of Iowa): §§ 123; 123.46; 279.8-9; 453A; 281 IAC 12.3(6), .5(3)(e), .5(4)(e), .5(5)(e)

IASB Reference: 502.7

Mandatory Policy

## **Policy 504.31 Administration of Medication to Students**

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The board is committed to the inclusion of all students in the education program and recognizes that some students may be required to take medications during the school day.

Medications will not be administered without signed and dated authorization from the parent/legal guardian requesting medication administration. Medication must be contained in the original pharmacy or manufacturer bottle. The pharmacy bottle must be labeled with the student's name, name of medication, dosage, time of day, and duration it should be given. Manufacturer bottles must include dosage instructions. A record of medication administration must be kept for each student receiving medication including the date; student's name; prescriber or person authorizing administration; medication and its dosage; name, signature, and title of the person administering the medication; time and method of administration; and any unusual circumstances or omissions. Natural remedies and supplements not approved by the Federal Drug Administration (FDA), including essential oils and CBD, will not be administered at school. Administration of medication records will be kept confidential. Protocols for administration of emergency medication will be posted.

Administration of medication may also occur consistent with Policy 504.32 Stock Prescription Medication Supply.

When administration of medication requires ongoing professional health judgement, an Individual Health Plan (IHP) will be developed by an authorized practitioner with the student and the student's parent/legal guardian.

A physician's/dentist's signature is required for preschool through 4<sup>th</sup> grade students before any non-prescription medication will be given. Students in grades 5-12 with signed and dated authorization from the parent/legal guardian will be allowed a limited number of standard dose acetaminophen or ibuprofen each school year. The standard dose of these two medications will be provided by Linn-Mar Health Services. Acetaminophen and ibuprofen will be given per board policy at the nurse's discretion. Frequent dosing may require a physician's order and the parent/legal guardian to supply the medication. All other over-the-counter medications for grades 5-12 must be supplied by a parent/legal guardian. The parent/legal guardian must supply any medications in liquid or chewable form or that differ from the standard dose the district supplies.

Persons administering medication will include authorized practitioners such as licensed registered nurses and physicians and persons to whom authorized practitioners have delegated the administration of medication, such as the school nurse or in the nurse's absence a person who has successfully completed an administration of medication course reviewed by State Department of Health. Medications will be stored in a secured area unless an alternate provision is documented.

In accordance with the Code of Iowa, ~~Section 280.16 and amended by Senate File 462 (SF 462)~~, a student with asthma, ~~or other~~ airway-constricting diseases, ~~respiratory distress~~, or



students with a risk of anaphylaxis who use epinephrine auto-injectors, may possess and self-administer their medication with the signed and dated approval of their parent/legal guardian and prescribing, licensed health care professional while at school or at school-sponsored activities. If the student abuses the self-administration policy, the permission to self-administer may be withdrawn. The school district and its employees acting reasonably and in good faith will incur no liability of any injury arising from self-administration of medication by the student. The student is responsible for maintaining self-administration records.

The superintendent [or designee] will be responsible in conjunction with the school nurses to develop rules and regulations governing the administration of medications, prescription and non-prescription, to students. Each student will be provided with the requirements for administration of medication at school.

Disposal of unused, discontinued/recalled, or expired medication will be in compliance with federal and state laws. Prior to disposal, school personnel will make a reasonable attempt to return medications. Medications that have expired, been discontinued, or remain unused will need to be picked up. If medications are not picked up by the date specified, disposal will be in accordance with the disposal procedures for the specific category of medication.

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Adopted: 5/91

Reviewed: 4/11; 7/13; 10/14; 12/20

Revised: 4/12; 4/16; 10/17; 4/18; 6/20; 8/21

Related Policy: 504.31-E1-E2; 504.32

Legal Reference (Code of Iowa): §§ 124.101(1); 147.107; 152.1; 155A.4(2); 280.16; 280.23; 655 IAC §6.2(152)

IASB Reference: 507.2

*Mandatory Policy*

**Authorization – Asthma, ~~or Other~~ Airway Constricting, or Respiratory Distress  
Disease Medication ~~or Epinephrine Auto-Injector~~ Self-Administration Consent Form**

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**Student Name:** \_\_\_\_\_ **Grade:** \_\_\_\_\_

**Medication:** \_\_\_\_\_ **Dosage:** \_\_\_\_\_

**Purpose for Medication (Health Condition):** \_\_\_\_\_

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The following must occur for a student to self-administer asthma medications, bronchodilator canisters or spacers, or other airway constricting disease medications OR for a student with a risk of anaphylaxis to self-administer an epinephrine auto-injector:

- a. The parent/guardian provides a signed/dated copy of the authorization consent form for student medication self-administration;
- b. The parent/guardian provides a written statement from the student's licensed healthcare provider (*A person licensed under Chapter 148 to practice medicine and surgery OR osteopathic medicine and surgery; an advanced registered nurse practitioner licensed under Chapter 152 or 152E and registered with the Board of Nursing; or a physician's assistant licensed to practice under the supervision of a physician as authorized in Chapters 147 and 148C*) containing the following:
  1. Name and purpose of the medication or epinephrine auto-injector;
  2. Prescribed dosage; and
  3. Times or special circumstances under which the medication or epinephrine auto-injector is to be administered.
- c. The medication is in the original labeled container as dispensed or in the manufacturer's labeled container that includes the student's name, name of the medication, directions for use, and date; and
- d. Authorization is renewed annually. In addition, if any changes occur in the medication, dosage or time of administration, the parent/guardian is to notify school health personnel immediately. The authorization will be reviewed as soon as practical.

Provided the above requirements are fulfilled, the school will permit the self-administration of medications by a student with asthma, respiratory distress, or other airway constricting diseases or the use of an epinephrine auto-injector by a student with a risk of anaphylaxis while in school, at school-sponsored activities, under the supervision of school personnel, and before/after normal school activities such as while attending before/after-school care on school-operated property. If the student abuses the self-administration policy, the ability to self-administer may be withdrawn by the school or discipline may be imposed after notification is provided to the student's parent/guardian.

Pursuant to state law, the district and its employees are to incur no liability, except for gross negligence, as a result of injury arising from self-administration of medication or use of an epinephrine auto-injector by the student. The parent/guardian of the student will sign a statement acknowledging that the district is to incur no liability, except for gross negligence, as a result of self-administration of medication or an epinephrine auto-injector by the student; as provided by law.

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### PREScriBER INFORMATION

**Medication:** \_\_\_\_\_ **Dosage:** \_\_\_\_\_

**Purpose for Medication (Health Condition):** \_\_\_\_\_

**Administration Instructions:** \_\_\_\_\_

**Special Circumstances:** \_\_\_\_\_

**Discontinue/Re-Evaluate/Follow-Up Date:** \_\_\_\_\_

**Prescriber's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name/Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Emergency Phone Number:** \_\_\_\_\_

### PARENT/GUARDIAN AUTHORIZATION

1. I request the above-named student possess and self-administer asthma **medications, bronchodilator canisters or spacers**, or other airway constricting disease medications and/or an epinephrine auto-injector at school and/or during school activities according to the authorization and instructions stated herein;
2. I understand the district and its employees, acting reasonably and in good faith, will incur no liability for any improper use of medications or an epinephrine auto-injector or for supervising, monitoring, or interfering with a student's self-administration of medication or use of an epinephrine auto-injector. I acknowledge that the district will incur no liability, except for gross negligence, as a result of self-administration of medications or use of an epinephrine auto-injector by the student;
3. I agree to coordinate and work with school personnel and notify them when questions arise or relevant conditions change;
4. I agree to provide safe delivery of medications and equipment to/from school and to pick up any remaining medications and equipment;
5. I agree that the information being shared with school personnel is in accordance with the Family Educational Rights and Privacy Act (FERPA) and any other applicable laws;
6. I agree to provide the school with the back-up medications approved on this form; and
7. I agree that the student will maintain their own self-administration records.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell#:** \_\_\_\_\_ **Work#:** \_\_\_\_\_

**Additional Self-Administration Information:** \_\_\_\_\_

**Policy 504.32 Stock ~~Epinephrine Auto-Injector~~ Prescription Medication Supply**

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The Linn-Mar Community School District seeks to provide a safe environment for students, staff, and visitors who are at risk of **potentially life-threatening incidents including** severe allergic reactions, **respiratory distress, and opioid overdose**. Therefore, it is the policy of the district to annually obtain a prescription for epinephrine auto-injectors, **bronchodilator canisters and spacers, and opioid antagonists** from a licensed health care professional, in the name of the school district, for administration by a school nurse or ~~trained and authorized personnel to~~ **personnel trained and authorized to administer to** a student or individual who may be experiencing an anaphylactic reaction, **respiratory distress, or acute opioid overdose**.

**Procurement and Maintenance of Supply:** The district will stock a minimum of **the following for each attendance center:**

- a) One pediatric dose and one adult dose epinephrine auto-injector; ~~in each school building.~~
- b) **One pediatric and one adult dose bronchodilator canister or spacer; and**
- c) **One dose of opioid antagonist.**

The supply of such ~~auto-injectors~~ **medications** will be maintained in a secure, dark, temperature-controlled location in each school building.

The school nurse or trained and authorized personnel will routinely check the ~~stocked epinephrine auto-injectors~~ **stock of medications** and document in a log on a monthly basis:

- 1. The expiration date;
- 2. Any visualized particles, or
- 3. Any color change.

The school nurse or trained and authorized personnel will be responsible for ensuring the district replaces, as soon as reasonably possible, any logged epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist** that is used, close to expiration, discolored, or has particles visible in the liquid.

**Training:** A school nurse or trained and authorized personnel may provide or administer ~~an epinephrine auto-injector~~ **any of the medications listed in this policy** from a school supply to a student or individual if ~~they~~ **the authorized personnel or school nurse**, reasonably and in good faith, believes the student or individual is having an anaphylactic reaction, **respiratory distress, or opioid overdose**. Training to obtain a signed certificate to become personnel authorized to administer an epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist** will consist of the requirements established by law.

Authorized personnel will be required to provide a procedural skills demonstration to the school nurse demonstrating competency in the administration of stock epinephrine auto-



injectors, ~~stock epinephrine auto-injectors~~ **bronchodilator canisters or spacers, or opioid antagonists** to retain authorization to administer ~~these medications~~ if the following occur:

- a. Failure to administer an epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist** to a student or individual by proper route, failure to administer the correct dosage, or failure to administer an epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist** according to generally accepted standards of practice ("medication error"); or
- b. Accidental injection of an epinephrine auto-injector **or opioid antagonist** into a digit of the authorized personnel administering the medication ("medication incident").

**Reporting:** The district will contact emergency medical services (911) immediately after a stock epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist** is administered to a student or individual. The school nurse or authorized personnel will remain with the student or individual until emergency medical services arrive.

Within 48 hours, the district will report the following to the Iowa Department of Education:

1. Each medication incident with the administration of stock epinephrine; **bronchodilator canister or spacer, or opioid antagonist**;
2. Each medication error with the administration of stock epinephrine, **bronchodilator canister or spacer, or opioid antagonist**; or
3. Administration of a stock epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist**.

As provided by law, the district, board, authorized personnel or school nurse, and the prescriber shall not be liable for any injury arising from the provision, administration, failure to administer, or assistance in the administration of an epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist** provided they acted reasonably and in good faith.

The superintendent [or designee] may develop an administrative process to implement this policy.

## **Policy 601.3 School Day**

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The student school day for grades kindergarten through 12 will consist of a minimum of 6 hours and 45 minutes, including the lunch period. The school day consists of the schedule of class instruction and class activities as established and sponsored by the school district. Time during which students are released from school for parent/teacher conferences may be counted as part of the students' instructional time. The minimum school day will meet the requirements as established for the operation of accredited schools.

The school district may also record a day of school with less than the minimum instructional hours if the total hours of instructional time for grades 1 through 12 in any five consecutive school days equals a minimum of 30 hours. For any one day of school to be less than the minimum instructional hours it must be used for either staff development opportunities provided for the instructional staff or parent/teacher conferences scheduled beyond the regular school day. Schedule revisions and changes in time allotments will be made by the superintendent [or designee].

When school is forced to close due to weather or other emergencies, the part of the day during which school was in session will constitute a school day. The superintendent [or designee] will create administrative regulations necessary to utilize any remote learning opportunities that are available and permitted by law during the period of closure. ~~Remote learning opportunities will count toward instructional time requirements as allowed by law. During the time of remote learning student attendance will be taken, assessments may be administered, and grades will count toward the students' cumulative grade point averages.~~ The provision of special education and accommodations for students who have Individualized Education Programs (IEPs) or Section 504 Plans during periods of closure will be determined by each respective IEP or Section 504 team.

It is the responsibility of the superintendent [or designee] to inform the board annually of the length of the school day.



## **Policy 602.10 Curriculum Development**

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

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

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

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

- Study the latest thinking, trends, research, and expert advice regarding the content/discipline;
- Study the current status of the content/discipline (what/how well students are currently learning);
- Identify content standards, benchmarks, and grade level expectations for the content/discipline;
- Describe the desired learning behavior's teaching and learning environment related to the content/discipline;
- Identify differences in the desired and present program and develop a plan for addressing the differences;
- Communicate with internal and external publics regarding the content area;
- Involve staff, parents, students, and community in curriculum development decisions;
- Verify integration of local, state, and/or federal mandates;
- Verify how the standards and benchmarks of the content/discipline support each of the broader student learning goals and provide a K-12 continuum that builds on the prior learning of each level; and
- Align annual improvement goals with needs assessment information.

The superintendent [or designee] will establish a curriculum material review and evaluation process for each area of the curriculum which will serve as the procedure for district-wide curriculum

development. The school board recognizes that effective curriculum development requires the planned allocation of resources, staff time, and staff development.

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

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

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Adopted: 6/70

Reviewed: 6/11; 10/13; 4/15; 1/18; 2/21

Revised: 7/12; 4/20

Related Policy: 600.1-2; 602.11-13

Legal Reference (Code of Iowa): §§ 216.9; 256.7; 279.8, .74; 280.3; 281 IAC 12.5, .8

IASB Reference: 602.1

*Mandatory Policy*



## **Policy 602.11 Curriculum Implementation**

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Implementation refers to what actually happens in practice as compared to what was intended to happen. Curriculum implementation includes the provision of organized assistance to staff in order to ensure that the newly developed curriculum and the most powerful instructional strategies are actually delivered at the classroom level.

There are three components of any implementation effort that must be present to guarantee the planned changes in curriculum and instruction succeed as intended:

1. Understanding the conceptual framework of the content/discipline being implemented;
2. Organized assistance to understand the theory, observation of exemplary demonstrations, have opportunities to practice, and receive coaching and feedback focused on the most powerful instructional strategies to deliver the content at the classroom level; and
3. Consistency of effort to ensure all students at each grade level receive the instructional content.

The superintendent [or designee] is responsible for curriculum implementation and for determining the most effective way of providing organized assistance and monitoring the level of implementation. A curriculum framework will describe the processes and procedures that will be followed to assist all staff in developing the knowledge and skills necessary to successfully implement the developed curriculum in each content area. This framework will, at a minimum, describe the processes and procedures for the following curriculum implementation activities to:

- Study and identify the best instructional practices and materials to deliver the content;
- Describe procedures for the selection of instructional materials and resources (Refer to Policy 602.27-R1);
- Identify/develop exemplars that demonstrate the learning behaviors, teaching, and learning environment to deliver the content;
- Study the current status of instruction in the content area (how teachers are teaching);
- Compare the desired and present delivery system, identify differences (gap analysis), and develop a plan for addressing the differences;
- Organize staff into collaborative study teams to support their learning and implementation efforts (address the gaps);
- Provide ongoing professional development related to instructional strategies and materials that focuses on theory, demonstration, practice, and feedback;
- Regularly monitor and assess the level of implementation;
- Communicate with internal and external publics regarding curriculum implementation;
- Involve staff, parents, students, and community members in curriculum implementation decisions; and
- **Provide professional development to staff to support effective curriculum implementation.**

It is the responsibility of the superintendent [or designee] to keep the school board apprised of curriculum implementation activities, progress of each content area related to curriculum

implementation activities, and to develop administrative regulations for curriculum implementation including recommendations to the board.

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Adopted: 7/03

Reviewed: 6/11; 6/12; 10/13; 4/15; 1/18; 2/21

Revised: 12/09

Related Policy: 101.1; 600.1; 602.10; 602.12

Legal Reference (Code of Iowa): §§ 216.9; 256.7; 279.8, .74; 280.3; 281 IAC 12.8

IASB Reference: 602.2

*Mandatory Policy*



## **Policy 602.27 Selection of Instructional Materials**

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The board recognizes that the selection of instructional materials is a vital component of the school district's curriculum. The board has sole discretion to approve instructional materials for the district. The board delegates its authority to determine which instructional materials will be utilized and purchased by the district to licensed employees. The licensed employees will work closely together to ensure vertical and horizontal articulation of instructional and library materials in the education program

The superintendent may appoint an ad hoc committee ~~for the selection of~~ **to assist the licensed employees in selecting** instructional materials. The committee may be composed of **any of the following groups of stakeholders:** school district employees, parents, students, community members, or representatives of community groups.

In reviewing current instructional materials for continued use and in selecting additional instructional materials, licensed employees will consider the current and future needs of the district as well as the changes and the trends in education and society. It is the responsibility of the superintendent [or designee] to report to the school board the action taken by the selection committee.

In making its recommendations to the superintendent, the licensed employees will select materials which:

- Support the educational philosophy, goals, and objectives of the district;
- Meet high standards of quality in factual content and presentation;
- Consider the needs, age, and maturity of students;
- Are within the school district's budget;
- Foster respect and appreciation for cultural diversity and difference of opinion;
- Stimulate growth in factual knowledge and literary appreciation;
- Encourage students to become decision-makers, to exercise freedom of thought, and to make independent judgment through the examination and evaluation of relevant information, evidence, and differing viewpoints;
- Portray the variety of careers, roles, and lifestyles open to all people; and
- Increase an awareness of the rights, duties, and responsibilities of each member of a multicultural society.

In the case of textbooks, the school board will make the final decision after a recommendation from the superintendent [or designee]. The criteria stated above for selection of instructional materials will also apply to the selection of textbooks. The superintendent may appoint licensed employees to assist in the selections of textbooks.

Gifts of instructional materials must meet these criteria stated above for the selection of instructional materials. The gift must be received in compliance with *Policy 802.7 Gifts, Grants, and Bequests*.

The superintendent [or designee] will establish additional criteria to guide the selection of instructional materials through administrative regulation, ensuring alignment with educational goals.

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Adopted: 12/73

Reviewed: 6/11; 6/12; 9/13; 1/18; 2/21

Revised: 4/15

Related Policy: 602.10-13; 602.27-R

Legal Reference (Code of Iowa): 279.8, .74; 280.14; 301; 281 IAC 12.3(12)

IASB Reference: 605.1 Option II

*Mandatory Policy*



## Policy 602.27-R Administrative Regulations Regarding Selection of Instructional Materials

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### Responsibility for Selection of Instructional Materials

1. The board is responsible for materials relating to the district's instructional program.
2. The responsibility for the selection of instructional materials is delegated to the professionally trained and licensed employees of the school system. ~~For the purpose of this rule the term "instructional materials" includes printed and multimedia materials (not equipment), whether considered text materials or library materials. The board retains the final authority for the approval of textbooks.~~
3. While selection of materials may involve many people including administrators, teachers, teacher-librarians, students, parents, and community members, the responsibility for coordinating the selection of most instructional materials and making the recommendation for the purchase rests with licensed employees including teacher-librarian selection of materials for school libraries.
4. Responsibility for coordinating the selection of instructional materials for distribution to classes will rest with the licensed employees, administrators, and superintendent. ~~For the purpose of this rule the term "instructional materials" includes textbooks and other printed and non-printed materials provided in multiple copies for use of a total class or major segment of a class.~~
5. If the superintendent appoints an ad hoc committee to make recommendations on the selection of instructional materials, the ad hoc committee is formed and appointed in compliance with Policy 203.8 Ad Hoc Committees.
  - a. The superintendent will inform the committee of their role and responsibilities.
  - b. The following, or similar, statement is to be given to the ad hoc committee members:

*Bear in mind the principles of the freedom to learn and to read and base your decisions on these broad principles rather than on defense of individual materials. Freedom of inquiry is vital to education in a democracy. Study thoroughly all materials referred to you and read available reviews. The general acceptance of the materials should be checked by consulting standard evaluation aids and local holdings in other schools. Passages or parts should not be pulled out of context. The values and faults should be weighed against each other, and the opinions based on the material as a whole. In the event material is challenged, your report, presenting both majority and minority opinions, will be presented by the principal to the complainant at the conclusion of our discussion of the questioned materials.*

### Materials Selected for Use in Libraries and Classrooms will Meet these Guidelines:

1. Religion: Materials will represent ~~the major~~ any religions in a factual, unbiased manner. The primary source material of ~~the major~~ religions is considered appropriate, but material which advocates rather than informs or is designed to sway reader judgment regarding religion will not be included in school libraries or classrooms.
2. Racism: Materials will present a diversity of race, custom, culture, and belief as a positive aspect of the nation's and world's heritage and give candid treatment to

unresolved intercultural problems including those which involve prejudice, discrimination, and the undesirable consequences of withholding rights, freedom, or respect of an individual.

3. Sexism: Materials will reflect sensitivity to the needs, rights, traits, and aspirations of ~~persons~~ individuals without preference or bias.
4. Age: Materials will recognize the diverse contributions of various age groups and portray the continuing contributions of maturing members of society.
5. Ideology: Materials will present basic primary and factual information on an ideology or philosophy of government which exerts or has exerted a strong force, either favorably or unfavorably, over civilization or society, past, or present. The materials will not be selected with the intention to sway reader judgment and is related to the maturity level of the intended audience.
6. Profanity and Sex: Materials are subjected to a test of literary merit and reality by the teacher-librarians and licensed employees who will take into consideration their reading of public and community standards of morality.
7. Materials regarding controversial issues will be directed toward maintaining a balanced collection representing various views.

The selection decision should be made on the basis of whether the materials present an accurate representation of society and culture, whether the circumstances depicted are realistically portrayed, or whether the materials have literary or social value when viewed as a whole.

These guidelines will not be construed in such a manner as to preclude materials which accurately represent the customs, morals, manners, culture, or society of a different time or a different place.

### **Procedures for Selection**

Materials purchased for libraries and classrooms are recommended for purchase by licensed employees in consultation with administrators, teacher-librarians, students, or an ad hoc committee as appointed by the superintendent. The materials recommended for purchase are approved by the appropriate administrator.

1. The materials selected will support stated objectives and goals of the district.

Specifically, the goals are:

- To acquire materials and provide service consistent with the demands of the curriculum;
- To develop student skills and resourcefulness in the use of libraries and learning resources;
- To effectively guide and counsel students in the selection and use of materials and libraries;
- To foster wide range of significant interests in students;
- To provide opportunities for aesthetic experiences and development of an appreciation of the fine arts;
- To provide materials to motivate students to examine their own attitudes and behaviors and comprehend their own duties and responsibilities as citizens in a pluralistic democracy;
- To encourage life-long education through the use of the library; and



- To work cooperatively and constructively with the instructional staff and administrators in the school and district.

2. Materials selected are consistent with stated principles of selection which are:

- To select materials within established standards which will meet the goals and objectives of the district;
- To consider the educational characteristics of the community in the selection of materials within a given category;
- To present the sexual, racial, religious, and ethnic groups in the community by:
  - Portraying people, adults and children, whatever their ethnic, religious, or social class identity as human and recognizable displaying a familiar range of emotions, both negative and positive.
  - Placing no constraints on individual aspirations and opportunity.
  - Giving comprehensive, accurate, and balanced representation to minority groups and women in art, science, history, literature, and in all other fields of life and culture.
  - Providing abundant recognition of minority groups and women by frequently showing them in positions of leadership and authority.
- To intelligently, quickly, and effectively anticipate and meet needs through awareness of subjects of local, national, and international interest and significance; and
- To strive for impartiality in the selection process.

3. Materials selected will meet stated selection criteria which are:

- Authority/Author's Qualifications: Education, experience, and previously published works;
- Reliability:
  - Accuracy: Meaningful organization and emphasis on content, meets the material's goals and objectives, and presents authoritative and realistic factual material.
  - Current: Presentation of content which is consistent with the finding of recent and authoritative research.
- Treatment of Subject: Shows an objective reflection for the multi-ethnic character and cultural diversity of society.
- Language:
  - Vocabulary:
    - Does not indicate bias by the use of words which may result in negative value judgments about groups of people without meaning of context; and
    - Does not use "man" or similar limiting word usage in generalizations or ambiguities which may cause ~~women~~ others to feel excluded or dehumanized.
  - Compatible to the reading level range of the students for whom it is intended.
- Format:
  - Books:
    - Adequate and accurate index;
    - Paper of good quality and color;

- Print adequate and well-spaced;
  - Adequate margins;
  - Firmly bound; and
  - Cost.
- Non-Books:
  - Flexibility and adaptability;
  - Curricular orientation of significant interest to students;
  - Appropriate for audience;
  - Accurate, authoritative presentation;
  - Good production qualities (fidelity and aesthetically adequate);
  - Durability; and
  - Cost.
- Illustrations of Books and Non-Book Materials:
  - Depicts instances of fully integrated groupings and settings to indicate equal status and non-segregated social relationships (Exception would be primary sources used as reference documents);
  - Makes clearly apparent the identity of minorities; and
  - Contains pertinent and effective illustrations.
- Flexible to enable teachers to use parts at a time and not follow a comprehensive instructional program based on a rigid frame of reference, unless appropriate to pedagogy.
- Special Features:
  - Bibliographies
  - Glossary
  - Current charts, maps, etc.
  - Visual aids
  - Index
  - Special activities to stimulate and challenge students
  - Provides a variety of learning activities, strategies, and skill development that can be anchored on standards for learning.
- Potential Use Considerations
  - Will it meet the requirements of reference work?
  - Will it help students with personal problems and adjustments?
  - Will it serve as a source of information for teachers and librarians?
  - Does it offer an understanding of cultures other than the student's own and is it free of racial, religious, age, disability, ethnic, **gender identity**, and sexual stereotypes?
  - Will it expand students' sphere of understanding and help them to understand the ideas and beliefs of others?
  - Will it help students and teachers keep abreast of and understand current events?
  - Will it foster and develop hobbies and special interests?
  - Will it help develop aesthetic tastes and appreciation?
  - Will it serve the needs of students with special needs?
  - Does it inspire learning?
  - Is it relevant to the subject?
  - Will it stimulate a student's interest?

4. Gifts of library or instructional materials may be accepted if the gifts meet existing criteria for library and instructional materials. The acceptance and placement of such gifts is within the discretion of the superintendent [or designee].
5. In order to provide a current, highly usable collection of materials, teacher-librarians will ensure constant and continuing renewal of the collection, not only the addition of up-to-date materials but by the judicious elimination of materials which no longer meet district needs or are being used. The process of weeding instructional materials will be done according to established and accepted standards for determining the relevance and value of materials in a given context.
  - Procedure to start basic collection:
    - With the assistance of a reputable vendor in collaboration with the teacher-librarian, the collection will begin with the vendor's selected core collection based on curriculum areas submitted by the teacher-librarian. Additional titles will be added to the core collection using resources such as the American Library Association's Top 100 List, Children's Catalog, knowledge of children's authors and illustrators, Caldecott and Newbery Award winning titles, and staff recommendations.
  - Procedures to add to the collection:
    - The teacher-librarian will utilize a variety of selection aids including, Booklist, School Library Journal, Horn Book, newspaper reviews, Publisher's Weekly, Library Talk, School Media Journal, Sparks, Bulletin of the Center for Children's Books, Library Media Connections, Kirkus Reviews, publisher recommendations from adopted curricular areas (Science, Social Studies, Six Traits of Writing, etc.), and student and staff requests.
    - Consideration of district curriculum needs of the individual school and student.
    - Consideration of reading interests, abilities, and developmental levels of students using the library media center.
    - Literary quality of the materials.
    - Attractiveness and durability of the physical book and/or materials.
    - Assurance of use for the intended use, or appropriate requested use.



**Policy 602.28 ~~Inspection of Instructional Materials~~**  
**Instructional and Library Materials Inspection and Display**

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Parents and other members of the school district community may view the instructional ~~and library~~ materials used by the students. All instructional materials including teacher's manuals, media, or other supplementary materials which will be used in connection with any survey, analysis, or evaluation as part of any federally funded programs must be available for inspection by parents.

~~The~~ Instructional ~~and library~~ materials ~~must~~ ~~may~~ be viewed on district premises. ~~Copies may be obtained according to board policy and in compliance with copyright laws.~~

It is the responsibility of the superintendent [or designee] to develop administrative regulations regarding the inspection of instructional materials.

## Policy 602.29 Objection to Instructional and Library Materials

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Residents of the school district community may object to instructional and library materials utilized in the district and ask for their use to be reconsidered.

It is the responsibility of the superintendent [or designee] in conjunction with the principals to develop administrative regulations for reconsideration of instructional materials.

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Adopted: 2/08

Reviewed: 6/11; 6/12; 9/13; 4/15; 1/18; 2/21

Related Policy: 602.28; 602.29-R; 602.29-E

Legal Reference (Code of Iowa): §§ 279.8, .74; 280.3, .14; 301; 281 IAC 12.3(12)

IASB Reference: 605.3

*Mandatory Policy*

## **Policy 602.29-R Administrative Regulations Regarding Objection to Instructional and Library Materials**

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A resident of the school district community may raise an objection to instructional and library materials used in the district's education program despite the fact that the individuals selecting such materials were duly qualified to make the selection, followed proper procedures, and observed the criteria for selecting such materials.

### **Procedures Prior to Filing a Request for Reconsideration of Instructional and Library Materials**

The school official or employee receiving a complaint regarding instructional or library materials will try to resolve the issue informally. The materials generally will remain in use pending the outcome of the reconsideration procedure.

- a. The school official or employee initially receiving a complaint will explain to the individual the district's selection procedures, criteria to be met by the instructional or library materials, and qualifications of those persons selecting the materials.
- b. The school official or employee initially receiving a complaint will explain to the individual the role of the objected material in the education program, its intended educational purpose, and additional information regarding its use. In the alternative, the employee may refer the individual to the teacher-librarian who can identify and explain the use of the materials.

The employee receiving the initial complaint will advise the building principal of the initial contact no later than the end of the school day following the discussion with the individual, whether or not the individual has been satisfied by the initial contact. A written record of the contact is maintained by the principal in charge of the attendance center. Each building principal will inform employees of their obligation to report complaints.

In the event the individual making an objection to the instructional or library materials is not satisfied with the initial explanation, the individual is referred to the principal or to the teacher-librarian of the attendance center. If after consultation with the principal or teacher-librarian the individual desires to file a formal complaint, the principal or teacher-librarian will assist in filling out a Reconsideration of Instructional and Library Materials Request Form (Refer to Policy 602.29-E) in full and file it with the superintendent. If a complainant refuses to complete the form, the complaint will be deemed invalid, and no further action will be taken.



## Request for Reconsideration

1. A resident of the school district community may formally challenge instructional **and library** materials on the basis of appropriateness used in the district's education program. This procedure is for the purpose of considering the opinions of those persons in the district and community who are not directly involved in the selection process.
2. Each attendance center and the district's central administrative office will keep on hand and make available the Reconsideration of Instructional **and Library** Materials Request Form (*Refer to Policy 602.29-E*). Formal objections to instructional **and library** materials must be made using this form.
3. The individual will state the specific reason the instructional **or library** material is being challenged. The Reconsideration of Instructional **and Library** Materials Request Form (*Refer to Policy 602.29-E*) is signed by the individual and filed with the superintendent.
4. The superintendent will promptly file the objection with the Reconsideration Committee for re-evaluation.

Generally, access to challenged instructional **or library** materials will not be restricted during the reconsideration process. However, in unusual circumstances the instructional **or library** materials may be removed temporarily by following Item D under "The Reconsideration Committee" below.

## The Reconsideration Committee

- A) The reconsideration committee is made up of seven members:
- One licensed employee designated, as needed, by the superintendent.
  - One teacher-librarian designated, as needed, by the superintendent.
  - One member of the administrative team designated, as needed, by the superintendent.
  - Three members of the community appointed annually, as needed, by the superintendent.
  - The superintendent [or designee].
- B) The committee will select their chairperson and secretary.
- C) The committee will meet at the request of the superintendent.
- D) Special meetings may be called by the board to consider temporary removal of materials in unusual circumstances. A recommendation for temporary removal will require a two-thirds vote of the committee.
- E) Notice of committee meeting is made public through appropriate ~~publications and other~~ communication methods **as required by law**.

- F) The committee will receive the completed Reconsideration of Instructional **and Library** Materials Request Form (*Refer to Policy 602.29-E*) from the superintendent [or designee].
- G) The committee will determine its agenda for the first meeting, which may include the following:
1. Distribution of copies of the completed reconsideration request form;
  2. An opportunity for the individual or a group spokesperson to talk about or expand on the reconsideration request form;
  3. Distribution of reputable, professionally prepared reviews of the challenged instructional **or library** materials, if available; and
  4. Distribution of copies of the challenged instructional **or library** materials, if available.
- H) The committee may review the selection process for the challenged instructional **or library** materials and may, to its satisfaction, determine that the challenge is without merit and dismiss the challenge. The committee will notify the individual and the superintendent of its action.
- I) At a subsequent meeting, if held, interested persons including the individual filing the challenge may have the opportunity to share their views. The committee may request that individuals with special knowledge be present to give information to the committee.
- J) The individual filing the challenge is kept informed by the reconsideration committee secretary on the status of the reconsideration request throughout the process. The individual filing the request and known interested parties are given appropriate notice of meetings.
- K) At the second, or subsequent meeting, the committee will make its final recommendation. The committee's final recommendation may be to take no removal action, to remove the challenged materials from the school environment, or to limit the educational use of the challenged materials. The sole criterion for the final recommendation is the appropriateness of the materials for its intended educational use. The written, final recommendation and its justification are forwarded to the superintendent, the individual, and the appropriate attendance centers. The superintendent may also make a recommendation but, if so, it should be independent from the committee's recommendation.
- L) Following the superintendent's decision with respect to the committee's recommendation, the individual or the chairperson of the reconsideration committee may appeal the decision to the school board for review. Such appeals must be presented to the superintendent in writing within five days following the announcement of the superintendent's decision. The school board will promptly determine whether to hear the appeal.

- M) A recommendation to sustain a challenge will not be interpreted as a judgment of irresponsibility on the part of the individuals involved in the original selection or use of the materials.
- N) Requests to reconsider materials which have previously been reconsidered by the committee must receive approval of two-thirds of the committee members before the materials will again be reconsidered.
- O) If necessary or appropriate in the judgment of the committee, the committee may appoint a subcommittee of members or non-members to consolidate challenges and to make recommendations to the full committee. The composition of the subcommittee will approximate the representation of the full committee. **The committee may decline to hear multiple challenges to the same materials. Generally, the committee will not hear subsequent challenges to the same materials within the same school year.**
- P) Committee members directly associated with the selection, use, or challenge of the materials are excused from the committee during the deliberation of the challenged instructional **or library** materials. The superintendent may appoint a temporary replacement for the excused committee member, but the replacement must be of the same general qualifications as the member excused.
- Q) Persons dissatisfied with the decision of the board may appeal to the Iowa Board of Education.



**Policy 602.29-E1 ~~Objection to Instructional Materials Reconsideration Request Form~~**  
**Reconsideration of Instructional and Library Materials Request Form**

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*Requests for reconsideration of printed or multi-media instructional or library materials should be submitted to the superintendent.*

**Review Initiated By:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

School(s) in which item is used: \_\_\_\_\_

Relationship to school (parent, student, citizen, etc.): \_\_\_\_\_

**Book or Other Printed Material (if applicable):**

Author: \_\_\_\_\_ Hardcover \_\_\_\_\_ Paperback \_\_\_\_\_ Other \_\_\_\_\_

Title: \_\_\_\_\_

Publisher (if known): \_\_\_\_\_

Date of Publication: \_\_\_\_\_

**Multi-Media Material (if applicable):**

Title: \_\_\_\_\_

Producer (if known): \_\_\_\_\_

Type of material (website, online resource, filmstrip, motion picture, etc.): \_\_\_\_\_

**Person Making the Request Represents:** \_\_\_\_\_ Self \_\_\_\_\_ Group or Organization

Name of Group/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

1. What brought this item to your attention?

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2. To what in the item do you object? (Be specific; cite pages, frames, etc.)

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3. In your opinion, what harmful effects upon students might result from use of this item?

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4. Do you perceive any instructional value in the use of this item?

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5. Did you review the entire item? If not, what sections did you review?

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6. Should the opinion of any additional experts in the field be considered? \_\_\_\_Yes \_\_\_\_No

If yes, please list specific suggestions: \_\_\_\_\_

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7. To replace this item, do you recommend other material which you consider to be of equal or superior quality for the purpose intended?

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8. Do you wish to make an oral presentation to the reconsideration committee?

\_\_\_\_ Yes

a. Please contact the superintendent

b. Please be prepared at this time to indicate the approximate length of time your presentation will require. Although this is no guarantee that you'll be allowed to present to the committee or that you will get your requested amount of time. \_\_\_\_\_Minutes

\_\_\_\_ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Policy 604.6 School Library

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The school district will maintain a school library in each student attendance center for use by students and employees during the school day.

Materials for the libraries will be acquired according to Policy 602.27 *Selection of Instructional Materials*.

Any challenges to library materials will be handled following the process for handling challenges to instruction and library materials as established in board policy 602.29.

It is the responsibility of the building principal in which the school library is located to oversee the use of library materials.

It is the responsibility of the superintendent [or designee] to develop procedures for the selection and replacement of both library and instructional materials, for the acceptance of gifts, and for the weeding of library and instructional materials. ~~and for the handling of challenges to either library or classroom materials.~~

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Adopted: 3/99

Reviewed: 7/11; 9/12; 10/13; 4/18; 6/21

Revised: 2/15

Related Policy: 602.16; 602.16-R; 602.27; 602.29; 602.29-R; 602.29-E1-E4

Legal Reference (Code of Iowa): §§ 256.7(24); 279.8; 280.14; 301; 281 IAC 12.3(11), (12)

IASB Reference: 605.5

Mandatory Policy

### Policy 1004.3 Tobacco/Nicotine, Alcohol, and Drug-Free Environment

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~~District facilities and grounds, including school vehicles, are off limits for tobacco or nicotine use including the use of look-a-likes where the original would include tobacco or nicotine.~~

The board prohibits the distribution, dispensing, manufacturing, possession, use, or being under the influence of alcohol, tobacco/nicotine, or other controlled substances; as well as look-alike substances that appear to be alcohol, tobacco/nicotine (ex: vaping, e-cigarettes, JUUL-like vaping devices, etc.), or other controlled substances (ex: schedule I drugs; schedule II-V drugs without a valid prescription) on school district property or on property within the jurisdiction of the school district. This policy applies at all times, including school sponsored and non-school-sponsored events and to all students, employees, and visitors.

Persons failing to abide by this ~~request policy~~ are required to ~~extinguish their smoking materials, dispose of the tobacco, nicotine, or other product~~ dispose of the prohibited item(s), or leave the district premises immediately.

The distribution, dispensing, manufacturing, possession, and use of alcohol or controlled substances (ex: schedule I drugs; schedule II-V drugs without a valid prescription) are in violation of federal, state, and local laws and may be reported to law enforcement authorities.

It is the responsibility of the administration to enforce this policy.

# Memorandum

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**To:** Linn-Mar Board of Education, Shannon Bisgard, Superintendent  
**From:** Jeff Gustason, Principal *J.G.*  
**Date:** 2/20/2023  
**Re:** Early Graduation

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The following students have applied for early graduation at the end of 3<sup>rd</sup> Quarter in March 2023:

Khiah Rentschler  
KayLeann Sims

These students have a post-secondary education plan in place that has been developed with the Linn-Mar High School counseling and COMPASS staffs. These students are on track to meet or exceed Linn-Mar's requirements for graduation by the end of this 3<sup>rd</sup> Quarter.

I recommend the approval of these requests pending the successful completion of current course work.



Fundraising Events  
Submitted for Board Approval 3-6-23

**Exhibit 602.1**

Sponsoring Group	Activity	Contact	Start Date	End Date	Est. Profit	Purpose of Funds
Baseball	Youth Camp	K. Rodenkirk	04/24/23	4/26/23	\$3,000.00	equipment, uniforms
	Discount Cards	K. Rodenkirk	05/01/23	5/15/23	\$8,000.00	equipment, uniforms, volunteer coaches
Golf - Girls	Pop 4 Kids	C. James	03/06/23	3/10/23	\$2,000.00	equipment, golf bags
Soccer - Girls	Kids Clinic	M. de Leon	3/25/23 or 4/1/23	3/25/23 or 4/1/23	\$1,200.00	equipment
Softball	POP	L. Murray	1-May	30-May	\$1,000.00	equipment, assistant coach
Track & Field - Girls	Camp	N. Hopp	06/12/23	6/16/23	\$8,000.00	equipment, travel expenses
LMHS Amnesty Grp	Movie fundraiser	A. Vanderkamp	4/7/2023	4/7/2023	\$200	human rights issue TBD

**LMCSD School Board Meeting Minutes  
February 20, 2023**

**100: Call to Order and Determination of a Quorum**

The Linn-Mar Board of Directors meeting was called to order at 5:00 PM in the boardroom of the Learning Resource Center (2999 N 10<sup>th</sup> St, Marion). Roll was taken to determine a quorum. Present: Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Absent: Buchholz. Administration present: Bisgard, Nicholson, Christian, Breifelder, Read, and Wear. Absent: Ramos.

**200: Adoption of the Agenda – Motion 145-02-20**

**MOTION** by Weaver to adopt the agenda as presented. Second by Wall. Voice vote, all ayes.

**300: Special Recognition** – Exhibit 300.1

Morey read a proclamation in recognition of National School Resource Officer Appreciation Day and LMCSD School Resource Officer Tom Daubs.

**400: Informational Reports, Discussions, and Presentations**

**401: Update from Student Assistance Specialists and School Counselors** – Exhibits 401.1-2

The School Counselors from the high school presented information on the programs they offer in support of student academics and mental health, college/career development, and suicide prevention data/screenings. The high school Student Assistance Specialist team presented information on student support prevention efforts, SODA/TRY, 24-hours crisis hotlines, and an overview of the Family Resources Specialist's role.

**402: Winter Assessment Update** – Exhibit 402.1

Bob Read, Associate Superintendent – Elementary Level, reported on the Formative Assessment System for Teacher (FAST) winter assessment data for the elementary level which reflects growth in student proficiency and clear indicators for adjustments in interventions.

**403: Career & Technical Education Advisory**

Nelson, Rollinger, and Walker reported that during the February 8<sup>th</sup> CTE Advisory meeting the group heard from local business leaders on the desired and missing labor skills in hiring employees.

**404: Marion City Council**

Morey reported that during the February 9<sup>th</sup> Marion City Council meeting no items were discussed that pertained to the district.

**405: Diversity/Equity/Inclusion Committee**

Wall reported that during the February 13<sup>th</sup> DEI Committee meeting the process of gathering small group feedback from various stakeholders was determined.

#### 406: Superintendent Search – Exhibit 406.1

Morey facilitated a discussion on the superintendent search and the board identified the following four characteristics they are looking for in a new superintendent: 1) Communication strengths in leadership, 2) Focus on student achievement and experience, 3) Support teachers, retain and recruit high quality, and 4) Leadership through the strategic plan and doing what's best for students.

#### 407: Legislative Update

Morey, Weaver, and Bisgard reported they met with 5 of the 9 area representatives during the IASB Day on the Hill. Morey and Walker shared information on current legislation under consideration.

#### 408: Superintendent's Update – Exhibit 408.1

Superintendent Bisgard shared there are approximately two weather days remaining in the school calendar; congratulated Boys Wrestling, Girls Basketball, and Boys Bowling on their recent achievements; and offered congratulations to Leisa Breittfelder, Exec Director of Student Services, for being named the new superintendent for Central City/North Linn.

### **500: Unfinished Business**

#### 501: Acceptance of Substantial Completion – Exhibit 501.1 **Motion 146-02-20**

**MOTION** by Walker to approve the substantial completion of the Excelsior parking lot project and issue final payment for a total of \$72,743.37 to Rathje Construction Company. Second by Weaver. Voice vote, all ayes. Motion carried.

### **600: New Business**

#### 601: First Reading of Policy Recommendations – Exhibit 601.1 **Motion 147-02-20**

**MOTION** by Wall to approve the first reading of the policy recommendations as presented. Second by Nelson. Rollinger raised questions on Policy 504 regarding who decides/defines invasive and emergent care.

**MOTION** by Rollinger to pull Policy 504 until legal clarification can be obtained on the language and who can determine an emergent care situation. Second by Nelson. Voice vote. Ayes: Morey, Nelson, Rollinger, Walker, and Weaver. Nay: Wall. Motion carried. **Motion 148-02-20**

Walker raised questions on Policy 502.3 regarding the last paragraph wording pertaining to disciplinary action and evaluation. Wall requested the term "substance abuse" be updated to current professional language of "substance use." After discussion, Morey recommended rewording the last paragraph to state, *Violation of this policy by students will result in disciplinary action up to and including suspension or expulsion; and a referral for a substance use evaluation by a licensed substance use professional. Students who violate the terms of this policy may also be required to satisfactorily complete a substance use assistance or rehabilitation program. If the student fails to satisfactorily complete such program, they may also be subject to discipline including suspension or expulsion.*

**MOTION** by Wall to approve the first reading of the policy recommendations with the removal of Policy 504 for legal clarification and including the amended language as discussed pertaining to Policy 502.3. Voice vote. Ayes: Morey, Nelson, Rollinger, Wall, and Weaver. Nay: Walker. Motion carried. **Motion 149-02-20**



- The full 100 Series (Board of Directors) and 300 Series (Administration) were reviewed; no changes.
- The following recommendations presented due to suggestions by the Iowa Association of School Boards:
  - 401.5 Licensed Personnel Professional Development
  - 401.15 Child Abuse Reporting by Licensed Personnel
  - 502.3 Prohibition of Tobacco/Nicotine, Alcohol, and Drugs
  - 504 Student Health Services
  - 504.31 Administration of Medication to Students
  - 504.31-E2 Authorization-Asthma or Other Airway Constricting Medication Self-Administration Form
  - 504.32 Stock Epinephrine Auto Injector Supply
  - 601.3 School Day
  - 602.10 Curriculum Development
  - 602.11 Curriculum Implementation
  - 602.27 Selection of Instructional Materials
  - 602.27-R Admin Regulations Regarding Selection of Instructional Materials
  - 602.28 Inspection of Instructional Materials
  - 602.29 Objection to Instructional Materials
  - 602.29-R Admin Regulations Regarding Objection to Instructional Materials
  - 602.29-E1 Objection to Instructional materials Reconsideration Request Form
  - 604.6 School Library
  - 1004.3 Tobacco/Nicotine-Free Environment

#### 602: Open Enrollment Requests **Motion 150-02-20**

**MOTION** by Wall to approve the open enrollment requests as presented. Second by Weaver. Voice vote, all ayes. Motion carried.

#### ***DENIED IN***

Name	Grade	Resident District	Reason
Little, Brianna	8 <sup>th</sup>	Marion Independent	Insufficient space

#### 700: Consent Agenda **Motion 151-02-20**

**MOTION** by Weaver to approve the consent agenda as presented. Second by Walker. Voice vote, all ayes. Motion carried.

#### 701: Personnel

##### ***Certified Staff: Assignment/Reassignment/Transfer***

Name	Assignment	Dept Action	Salary Placement
Goldsberry, Haley	IC/WE: Student Support Services Teacher	2/13/23	BA, Step 1

##### ***Certified Staff: Resignation***

Name	Assignment	Dept Action	Reason
Starkey, Kendra	EH: Kindergarten Teacher	6/1/23	Other employment

##### ***Classified Staff: Assignment/Reassignment/Transfer***

Name	Assignment	Dept Action	Salary Placement
Carpenter, Dan	TR: Regular Sub Bus Driver	2/20/23	Step 1
Danek-Talbot, Kayla	WE: Student Support Associate	2/13/23	LMSEAA II, Step 1
Dart, Shannyn	LG: Student Support Associate	2/21/23	LMSEAA II, Step 1
Egan, Tiffany	NS: EX General Help from 5.25 to 4.75 hours/day	2/6/23	Same
Lippert, Jordan	OR: General Ed Assistant	2/20/23	LMSEAA I, Step 1
Loecke, Samantha	WE: Student Support Associate	3/6/23	LMSEAA II, Step 1
Pandy, Meenakumari	WF: Student Support Associate	2/15/23	LMSEAA II, Step 1
Provencio, Christine	LG: Student Support Associate	2/6/23	LMSEAA II, Step 1
Schlegal, Jane	EH: Student Support Associate	2/27/23	LMSEAA II, Step 1
Stalin, Rosary Jasmin	WF: Student Support Associate	2/6/23	LMSEAA II, Step 1
Ulmer, Meghan	EH: Student Support Associate	2/6/23	LMSEAA II, Step 1
Villagrana, Miguel	LRC: IT Systems Administrator	2/15/23	\$61,000/year

**Classified Staff: Resignation**

Name	Assignment	Dept Action	Reason
Dodd, Kayla	WF: Student Support Associate	3/10/23	Relocation
Fuller, Brent	BP: Custodian	2/6/23	Personal
Rajagopal, Tamilselvi	WF: Student Support Associate	2/10/23	Personal
Regnier, Kevin	O&M: HVAC Technician	1/30/23	Personal

**Co/Extra-Curricular Staff: Resignation**

Name	Assignment	Dept Action	Reason
Hackett, Gordon	HS: Assistant 8 <sup>th</sup> Gr Football Coach	2/13/23	Personal

**702: Approval of February 6<sup>th</sup> Minutes – Exhibit 702.1**

**703: Approval of Bills/Warrants – Exhibit 703.1**

**704: Approval of Contracts – Exhibits 704.1-9**

1. Farm lease with RJ Carson and Picket Fence Family Farms (19.57 acres)
2. Farm lease with RJ Carson and Picket Fence Family Farms (15 acres)
3. Farm lease with Jon Rathje
4. Agreement with OPN Architects, Inc.
5. Amendment to the Professional Services Agreement with OPN Architects, Inc.
6. Agreement with For Sure Roofing & Sheet Metal, LLC
7. Agreement with Marzano Resources
8. Agreement with Recover Health of Iowa, Inc., d/b/a Aveanna Healthcare
9. Independent contractor agreement with Amanda Denny

**705: Overnight Trip Requests – Exhibits 705.1-3**

1. HOSA to attend leadership conference (March 5-6, 2023) in Des Moines, IA
2. HS Robotics to attend Regionals (Mar 8-11, 2023) in St. Louis, MO
3. HOSA president to attend CTE policy seminar (March 19-22, 2023) in Washington, DC

**706: Disposition of Obsolete Equipment**

Per Iowa Code (§§ 297.22-25) and board Policy 902.6, the district will list for sale obsolete equipment and furnishings on GovDeals.com. *Items for sale: four computer charger station carts*

**800: Board Communications, Calendar, and Committees**

**801: Board Communications**

Morey shared information on the IASB Summit on Student Success in Ankeny on April 27-28.

**802: Board Calendar**

Date	Time	Event	Location
Feb 23	11:30 AM	Board Visit	Bowman Woods
Feb 23	5:30 PM	Marion City Council (Rollinger)	City Hall
Feb 24	1:00 PM	Special Board Session (Approve bond bid)	LRC Room 5
Feb 26	--	Last day of superintendent application period	--
Date	Time	Event	Location
Mar 2	7:30 AM	Finance/Audit Committee	LRC Room 203
Mar 2	Noon	Linn County Conference Board (Buchholz)	Linn Co Admin Building

Mar 3	6:00 PM	LM School Foundation MANE Event	Elmcrest Country Club
Mar 6	5:00 PM 6:30 PM	Board Meeting Board Closed Work Session ( <i>Sup applications review</i> )	Boardroom
Mar 8	11:30 AM	Marion State of the City	CR Marriott
Mar 8	1:30 PM	Policy Committee	Boardroom
Mar 9	5:30 PM	Marion City Council ( <i>Wall</i> )	City Hall
Mar 10	TBD	Special Board Session ( <i>Sup candidate screenings</i> )	Boardroom
Mar 13-17	--	Spring Break	--
Mar 20	5:00 PM	Diversity/Equity/Inclusion Committee	Boardroom
Mar 22	TBD	Special Board Session ( <i>Sup candidate interviews</i> )	Boardroom
Mar 23	11:30 AM	Board Visit	Echo Hill
Mar 23	5:30 PM	Marion City Council ( <i>Nelson</i> )	City Hall

### 803: Committees/Advisories

Committee	2022-23 Representatives
Finance/Audit Committee	Buchholz, Morey, and Weaver
Policy Committee	Morey, Nelson, and Wall
Career & Technical Education Advisory (CTE)	Nelson, Rollinger, and Walker
School Improvement Advisory Committee (SIAC)	Rollinger, Walker, and Wall

### 900: Audience Communications

1. James Thatcher, resident, comments on public service
2. Barb Johnson, parent, comments on misconduct
3. Geralyn Jones, resident, comments on conduct/policy
4. Ana Clymer, parent, comments on 405 DEI/public school support
5. Joe Stutler, resident, comments on grooming

### 1000: Adjournment *Motion 152-02-20*

**MOTION** by Wall to adjourn the meeting at 7:34 PM. Second by Walker. Voice vote, all ayes. Motion carried.

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Brittania Morey, Board President

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David Nicholson, Board Secretary/Treasurer



**LMCSD School Board Special Session Minutes  
February 24, 2023**

**100: Call to Order and Determination of a Quorum**

The Linn-Mar Board of Directors special session was called to order at 1:00 PM in room 5 of the Learning Resource Center (2999 N 10<sup>th</sup> St, Marion). Roll was taken to determine a quorum. Present: Morey, Nelson, Rollinger, Wall, and Weaver. Absent: Buchholz and Walker. Administration present: Bisgard. Nicholson was also present via Zoom online conferencing.

**200: Adoption of the Agenda *Motion 153-02-24***

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

**300: Special Session**

**301: Review of Financing Proposals**

Matt Gillaspie, Managing Director of Finance with Piper Sandler, reviewed the financing proposals received regarding the sale of approximately \$15,000,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2023, for use in the construction of the new administration building.

**302: Approval of Financing Proposal – Exhibit 302.1 *Motion 154-02-24***

**MOTION** by Wall to approve the proposal from JPMorgan Chase Bank [Structure Option #1-B] for the sale of approximately \$15,000,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2023, with a 4.42% indicative, callable tax-exempt, fixed rate and final maturity of July 1, 2041. Second by Nelson. Roll call vote. Ayes: Morey, Nelson, Wall, and Weaver. Present: Rollinger.

**400: Adjournment *Motion 155-02-24***

**MOTION** by Nelson to adjourn the special session at 1:11 PM. Second by Rollinger. Voice vote, all ayes. Motion carried.

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Brittania Morey, Board President

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David Nicholson, Board Secretary/Treasurer

## Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/16/2023 - 03/02/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
<b>Fund: AQUATIC CENTER</b>		
BLACK HAWK SWIMMING ASSOCIATION	DUES AND FEES	\$1,014.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,248.58
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$116.97
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$500.17
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$116.97
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$500.17
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$515.16
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$596.32
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$894.93
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.10
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11.18
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$534.56
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$41.52
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$202.02
<b>Fund Total:</b>		<b>\$7,297.65</b>
<b>Fund: GENERAL</b>		
ACUTRANS	Professional Educational Services	\$445.50
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$1,581.21
ALBURNETT COMMUNITY SCHOOLS	TUITION IN STATE	\$38,043.05
ALBURNETT COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$421,613.90
ALLIANT ENERGY	ELECTRICITY	\$102,729.32
AMERICAN SPECIALTIES	GENERAL SUPPLIES	\$10.78
ANAMOSA COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$11,364.11
APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$598.00
ASAVIE TECHNOLOGIES/AKAMAI TECHNOLOGIES	COMPUTER SOFTWARE	\$60.00
ASIFLEX	EE LIAB-FLEX DEP CARE	\$10,514.11
ASIFLEX	EE LIAB-FLEX HEALTH	\$22,140.05
BEACON ATHLETICS	GROUPS UPKEEP	\$531.94
BIO CORPORATION	INSTRUCTIONAL SUPPLIES	\$58.90
BLUUM OF MINNESOTA, LLC	INSTRUCTIONAL SUPPLIES	\$1,142.76
C.J. COOPER & ASSOCIATES	PHYSICALS	\$90.00
CAM COMMUNITY SCHOOL DISTRICT	TUITION IN STATE	\$12,166.70
CAPITAL ONE	GENERAL SUPPLIES	\$31.44
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$132.92
CARRICO AQUATIC RESOURCES, INC	GENERAL SUPPLIES	\$962.07
CEDAR FALLS CSD	TUITION IN STATE	\$8,859.60
CEDAR RAPIDS COMM SCH DIST	PROF SERV: EDUCATION	\$2,288.55
CEDAR RAPIDS COMM SCH DIST	TUITION IN STATE	\$175,184.11
CEDAR RAPIDS COMM SCH DIST	TUITION OPEN ENROLL	\$465,952.73
CEDAR VALLEY WORLD TRAVEL	TRANSP PRIVATE CONT	\$2,905.00
CENTER POINT-URBANA HIGH SCHOOL	TUITION OPEN ENROLL	\$49,244.52
CENTRAL CITY COMMUNITY SCHOOL	TUITION IN STATE	\$5,758.56
CENTRAL CITY COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$34,092.32

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/16/2023 - 03/02/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$3,830.36
CENTURYLINK	TELEPHONE	\$2,261.49
CITY OF MARION.	OTHER PROFESSIONAL	\$3,794.40
CITY OF ROBINS	WATER/SEWER	\$623.50
CLAYTON RIDGE COMMUNITY SCHOOL DISTRICT	TUITION OPEN ENROLL	\$34,218.58
CLEAR CREEK AMANA COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$11,364.12
COLLECTION	EE LIAB-GARNISHMENTS	\$2,069.46
COLLEGE COMMUNITY SCHOOLS	DUES AND FEES	\$252.00
COLLEGE COMMUNITY SCHOOLS	TUITION IN STATE	\$11,032.44
COLLEGE COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$19,114.74
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$504.00
CRISIS PREVENTION INSTITUTE INC	PROF SERV: EDUCATION	\$5,798.00
CRISIS PREVENTION INSTITUTE INC	Professional Educational Services	\$1,549.00
CROWBAR'S	GENERAL SUPPLIES	\$1.74
CROWBAR'S	TRANSP. PARTS	\$5.50
CULLIGAN	GENERAL SUPPLIES	\$4,499.30
CUMMINS SALES AND SERVICE	TRANSP. PARTS	\$1,820.86
DUBUQUE COMMUNITY SCHOOLS	TUITION IN STATE	\$19,957.56
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,886.49
EMSLRC	INSTRUCTIONAL SUPPLIES	\$102.00
F & B CAB CO., INC	TRANSP PRIVATE CONT	\$1,139.00
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$87.36
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,526,387.13
FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	\$543.76
GASWAY CO, J P	GENERAL SUPPLIES	\$2,464.55
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$644.85
GOODWILL OF THE HEARTLAND	PROF SERV: EDUCATION	\$8,011.00
GRANT WOOD AEA	GENERAL SUPPLIES	\$68.65
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$1,128.73
GRANT WOOD AEA	STAFF WORKSH/CONF	\$15.00
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$55,409.64
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$2,112.50
HAWKEYE ELECTRICAL CONTRACTORS	REPAIR/MAINT SERVICE	\$1,488.33
HAWKEYE FIRE & SAFETY COMPANY	OTHER PROFESSIONAL	\$2,998.35
HERFF JONES	GENERAL SUPPLIES	\$5,897.82
HOGLUND BUS CO. INC	TRANSP. PARTS	\$1,813.25
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$381.06
IASB	PROF SERV: EDUCATION	\$225.00
INSTRUMENTALIST AWARDS	INSTRUCTIONAL SUPPLIES	\$167.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$70,774.12
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$302,620.38
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$70,774.12
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$302,620.38
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$396,697.15
INTERSTATE ALL BATTERY CENTER	REPAIR PARTS	\$720.60



# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/16/2023 - 03/02/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
IOWA CITY COMMUNITY SCHOOLS	TUITION IN STATE	\$1,449.58
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$65,414.71
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$357,510.12
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$536,549.32
IOWA SHARES	EE LIAB-CHARITY	\$23.00
ISFIS	OTHER PROFESSIONAL	\$873.00
JOHNSON CONTROLS	HEAT/PLUMBING SUPPLY	\$126.78
JUICEBOX INTERACTIVE	COMPUTER SOFTWARE	\$4,200.00
KIRKWOOD COMM COLLEGE	OTHER TECH SER	\$90.00
KIRKWOOD COMM COLLEGE	PROF SERV: EDUCATION	\$22,588.72
KNOX JEFFREY	OFFICIAL/JUDGE	\$85.00
KONE INC	REPAIR/MAINT SERVICE	\$7,384.00
LETTER PERFECT	GENERAL SUPPLIES	\$43.51
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$2,328.68
LINN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$203.22
LINN COUNTY TREASURER	DUES AND FEES	\$16.00
LINN-MAR CASH ADVANCE	Cash Advance	\$895.50
LINN-MAR IPERS ADVANCE	IPERS	\$276.22
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$676.52
LYNCH FORD	TRANSP. PARTS	\$94.78
LYNCH FORD	VEHICLE REPAIR	\$122.23
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,725.40
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11,039.38
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$212.00)
MARCO TECHNOLOGIES, LLC	Copies	\$9,671.74
MARION INDEPENDENT SCHOOLS	TUITION IN STATE	\$233,124.42
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$786.40
MARION WATER DEPT	WATER/SEWER	\$11,765.34
MARZANO RESOURCES LLC	PROF SERV: EDUCATION	\$1,919.85
MEDIACOM	INTERNET	\$437.80
MEDIACOM	TELEPHONE	\$306.90
MENARDS -13127	GENERAL SUPPLIES	\$1,729.49
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$66.26
MERCY EAP SERVICES	PROF SERV: EDUCATION	\$975.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$26,423.11
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$580,082.37
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$22,864.69
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$28,130.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$28,914.64
MID AMERICAN ENERGY	NATURAL GAS	\$11,367.25
MOUNT MERCY UNIVERSITY.	TUITION COLLEGE/UNIV	\$31,117.46
MT.VERNON COMM.SCHOOL DIST	TUITION OPEN ENROLL	\$26,516.28
NATIONAL ASSOC OF SCHOOL NURSES	DUES AND FEES	\$837.00
ORKIN PEST CONTROL	OTHER PROFESSIONAL	\$695.00
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/16/2023 - 03/02/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$1,231.28
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$3,021.59
RAPIDS WHOLESALE EQUIP CO	HEAT/PLUMBING SUPPLY	\$200.95
RICHARD BRIGGS	OFFICIAL/JUDGE	\$85.00
RIVERSIDE COMMUNITY CARE, INC.	PROF SERV: EDUCATION	\$1,800.00
RIVERSIDE TECHNOLOGIES, INC	COMPUTER SOFTWARE	\$10,284.00
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$478.00
SADLER POWER TRAIN	TRANSP. PARTS	\$289.52
SARKAR DEBRAJ	MISC REVENUE	\$18.99
SCHOOL SPECIALTY LLC	INSTRUCTIONAL SUPPLIES	\$64.56
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$632.61
SCHULTZ STRINGS INC	INSTRUCTIONAL SUPPLIES	\$605.00
SHARON K. GONZALEZ,	TAXES AND ASSESSMENT	\$2,258.00
SNAPP MARY	MISC REVENUE	\$13.00
SPRINGVILLE COMMUNITY SCHOOLS	TUITION IN STATE	\$5,764.72
SPRINGVILLE COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$75,935.24
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$4,008.55
SYNOVIA SOLUTIONS, LLC	GENERAL SOFTWARE	\$288.35
TEGELER WRECKER & CRANE	REPAIR/MAINT SERVICE	\$436.00
THE CURIOSITY PATH,LLC	INSTRUCTIONAL SUPPLIES	\$240.00
THINK SAFE INC	GENERAL SUPPLIES	\$2,745.90
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$491.63
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$9,422.26
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$168,542.56
TRI-CITY ELECTRIC COMPANY OF IOWA	COMP/TECH HARDWARE	\$900.00
TX Child Support SDU	EE LIAB-GARNISHMENTS	\$278.50
TYLER TECHNOLOGIES INC	DATA PROCESSING AND	\$1,160.00
U.S. POSTAL SERVICE (POSTAGE BY PHONE)	TELEPHONE	\$10,000.00
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$1,105.33
VERIZON WIRELESS	TELEPHONE	\$360.15
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$82,364.65
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$174.50
<b>Fund Total:</b>		<b>\$8,669,046.93</b>
<b>Fund: LOCAL OPT SALES TAX</b>		
CONVERGE ONE	COMP/TECH HARDWARE	\$17,506.21
CONVERGE ONE	CONSTRUCTION SERV	\$55,307.72
TRI-CITY ELECTRIC COMPANY OF IOWA	CONSTRUCTION SERV	\$5,370.25
<b>Fund Total:</b>		<b>\$78,184.18</b>
<b>Fund: MANAGEMENT LEVY</b>		
IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT COMP	\$1,710.00
<b>Fund Total:</b>		<b>\$1,710.00</b>
<b>Fund: NUTRITION SERVICES</b>		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$67,451.22
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,285.11

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/16/2023 - 03/02/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$5,495.12
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,285.11
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$5,495.12
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$3,709.88
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$10,583.74
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$15,884.08
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$187.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$194.23
MARCO TECHNOLOGIES, LLC	Copies	\$9.31
MARTIN BROTHERS DISTRIBUTING CO., INC	PURCHASE FOOD	\$58,873.28
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$22,529.69
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$29.00
SCHOOL NUTRITION ASSOCIATION	DUES AND FEES	\$56.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$1,721.15
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$220.00

**Fund Total: \$195,009.54**

### Fund: PHY PLANT & EQ LEVY

ACME TOOLS	EQUIPMENT >\$5,000	\$2,675.00
CRESCENT PARTS & EQUIPMENT CO., INC	BLDG. CONST SUPPLIES	\$776.70
CULVER'S CORRIDOR STORAGE, LLC	FACILITY RENTAL	\$2,375.00
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
HALL & HALL ENGINEERS INC	ARCHITECT	\$10,474.39
JOHNSON CONTROLS	CONSTRUCTION SERV	\$25,584.00
MASTERLIBRARY.COM, LLC	COMPUTER SOFTWARE	\$5,280.00
SHIVE-HATTERY INC.	ARCHITECT	\$4,275.00
SHIVE-HATTERY INC.	CONSTRUCTION SERV	\$3,022.50
TIME CLOCK PLUS	COMPUTER SOFTWARE	\$17,972.43
WALSH DOOR & HARDWARE	CONSTRUCTION SERV	\$12,850.00

**Fund Total: \$88,785.02**

### Fund: PUB ED & REC LEVY

FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,957.05
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$36.44
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$155.84
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$36.44
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$155.84
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$124.69
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$167.48
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$251.36
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$5.83
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$325.66
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$20.76
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$89.52
ZIPPY' S SALT BARN LLC	GROUNDS UPKEEP	\$1,102.00

**Fund Total: \$4,431.41**



# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/16/2023 - 03/02/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
<b>Fund: SALES TAX REVENUE BOND CAP PROJECT</b>		
RATHJE CONST	CONSTRUCTION SERV	\$89,689.00
		<b>Fund Total: \$89,689.00</b>
<b>Fund: STUDENT ACTIVITY</b>		
ARENSON MADYSON	OFFICIAL/JUDGE	\$50.00
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$163.50
CEDAR VALLEY WORLD TRAVEL	STAFF TRAVEL	\$1,685.00
CONDON MICHAEL J	OFFICIAL/JUDGE	\$50.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$265.44
DUGGAN KYLE	OFFICIAL/JUDGE	\$110.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$4,194.66
FLOOD KEVIN	OFFICIAL/JUDGE	\$65.00
FRIDAY MATT	OFFICIAL/JUDGE	\$100.00
GAIL MCINNIS PRODUCTIONS	INSTRUCTIONAL SUPPLIES	\$5,111.33
GILMAN GEAR	INSTRUCTIONAL SUPPLIES	\$345.00
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$32.50
HOSA-FUTURE HEALTH PROFESSIONALS	DUES AND FEES	\$336.00
HOYT BOB	OFFICIAL/JUDGE	\$30.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$2,423.72
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$72.46
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$309.91
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$72.46
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$309.91
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$172.93
IOWA HIGH SCHOOL ATHLETIC ASSOC	DUES AND FEES	\$80.00
IOWA HIGH SCHOOL ATHLETIC ASSOC	GENERAL SUPPLIES	\$400.00
IOWA HIGH SCHOOL SPEECH ASSOC	DUES AND FEES	\$220.00
IOWA HOSA	DUES AND FEES	\$1,000.00
IOWA HOSA	GENERAL SUPPLIES	\$130.00
IOWA HOSA	STAFF TRAVEL	\$640.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$277.75
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$416.81
IOWA SPORTS SUPPLY	INSTRUCTIONAL SUPPLIES	\$43.94
JOSTENS, INC	INSTRUCTIONAL SUPPLIES	\$468.56
KEEL JOHN W	OFFICIAL/JUDGE	\$65.00
KIWALA JIM	OFFICIAL/JUDGE	\$127.60
LANGUAGE TESTING INTERNATIONAL, INC	DUES AND FEES	\$15.00
LETTER PERFECT	GENERAL SUPPLIES	\$313.33
MARTIN'S FLAG COMPANY LLC	INSTRUCTIONAL SUPPLIES	\$80.80
MATTHIAS MAXIMILIAN	OFFICIAL/JUDGE	\$60.00
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$173.75
MH ADVERTISING SPECIALTIES	GENERAL SUPPLIES	\$1,329.00
MONTICELLO SPORTS	GENERAL SUPPLIES	\$2,150.00
NATIONAL FFA ORGANIZATION	DUES AND FEES	\$66.00
NEVADA COMMUNITY SCHOOLS	DUES AND FEES	\$250.00

## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 02/16/2023 - 03/02/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
PRINTY JENNA	OFFICIAL/JUDGE	\$50.00
R & D EVENTS AND RENTAL LLC	GENERAL SUPPLIES	\$4,473.80
RIDDELL ALL-AMERICAN	INSTRUCTIONAL SUPPLIES	\$986.04
SCHULTZ STRINGS INC	INSTRUCTIONAL SUPPLIES	\$401.24
STREICHER DOUGLAS	STAFF TRAVEL	\$100.00
TAYLOR ERIN	STAFF TRAVEL	\$50.00
THE NATIONAL K12 CERAMIC EXHIBITION FDN	OTHER ACT INCOME	\$275.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$65.37
TRI-STATE TRAVEL	STAFF TRAVEL	\$13,500.00
VASKE MICHAEL	OFFICIAL/JUDGE	\$60.00
VIBRATIONS PRO DJs & PHOTOBOOTH	PROF SERV: EDUCATION	\$400.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$503.88
WESTCOM WIRELESS INC	INSTRUCTIONAL SUPPLIES	\$4,335.00
WILDWOOD LODGE	STAFF TRAVEL	\$9,623.04
Fund Total:		\$59,030.73
Fund: STUDENT STORE		
LOGO BRANDS INC.	GENERAL SUPPLIES	\$153.00
Fund Total:		\$153.00
Grand Total:		\$9,193,337.46

End of Report

## **Student Teaching/Field Experience Agreement 2023-24**

This agreement is entered into by and between Cornell College and Linn Mar Community School District, hereinafter referred to as the local school district.

This agreement is entered into as a result of the requirement outlined in Iowa State Department of Education Standard CU-7 and in accordance with Sections 272.27 and 670.8 of the **Code of Iowa**.

This agreement sets forth the general procedures and responsibilities of both Cornell College and the local school district concerning the assignment and termination of student teachers and field experience students, the supervision and evaluation of student teachers and field experience students, the legal status of student teachers and field experience students, and compensation for cooperating with local school districts.

### **1.0 Assignment of Student Teachers and Field Experience Students.**

1.1 The assignment of all field experience students including student teachers shall be made on a cooperative basis involving the Cornell Department of Education and administrators and teachers from the cooperating local school district.

1.2 Placement of all field experience students including student teachers will be with appropriately licensed and practicing teachers. The local school district assures Cornell College the cooperating teachers are licensed in the endorsement area(s) the student teacher is seeking. The local district reserves the right to refuse placement of any given student and Cornell reserves the right to decline the services of any given cooperating teacher. However, such decisions shall not be based on race, creed, color, gender, national origin, religion, disability, sexual orientation, or veteran status.

1.3 After initial assignment of all field experience students including student teachers, either the local cooperating school district or Cornell College may terminate an assignment. Both parties agree to consult each other regarding the consideration of termination before a final decision is made.

### **2.0 Supervision and Evaluation of Student Teachers and Field Experience Students.**

2.1 Members of the Cornell faculty and experienced adjunct supervisors will serve as college supervisors for all Cornell student teachers and field experience students. The college supervisor and the local cooperating teacher will work in concert to arrange school visits by the Cornell faculty and to compose a midterm and final evaluation for student teachers. At the end of the



field experience an evaluation of the student's performance will be completed by the cooperating teacher.

2.2 Cornell College will provide a standardized evaluation procedure and an instrument for all parties to follow when evaluating students.

2.3 Cornell College will hold an annual workshop for cooperating teachers explaining the college's teacher education program and the role of the cooperating teacher and supervising professor.

2.4 Student teachers and field experience students shall be subject to all local school district policies, the rules of Cornell College, and the laws of the state of Iowa.

### **3.0 Status and Authority of Student Teachers and Other Field Experience Students.**

3.1 According to Section 272.27 of the **Code of Iowa**: "Students actually teaching in a school district under the terms of such a contract (meaning one of this type) are entitled to the same protection, under section 670.8, as is afforded by that section to officers and employees of the school district, during the time they are so assigned."

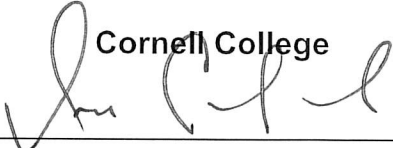
### **4.0 Compensation for Local Cooperating School Districts.**

4.1 Cornell College agrees to pay to the local district or to the person(s) designated by the local school district the sum of \$90.00 per Cornell Term (20 days) (\$270 for three terms) for each student teacher assigned to and accepted by said local school district.

4.2 There will be no compensation paid for students assigned as field experience students.

Linn Mar Community School District

Dated \_\_\_\_\_ By \_\_\_\_\_  
President of the Board of Education

Dated 2/7/2023 By   
Provost, Vice President for Academic & Student Affairs

**COOPERATIVE AGREEMENT**  
**by and between**  
**UNIVERSITY OF NORTHERN IOWA and COOPERATING EDUCATIONAL AGENCIES**  
**for the 2023-2024 Academic Year**

This agreement entered into by and between the Board of Regents, State of Iowa, the governing body of the University of Northern Iowa, and Linn-Mar Community School District (hereinafter referred to as the "cooperating educational agency"), in accordance with the Code of Iowa:

**Section 262.30 CONTRACTS FOR PRACTITIONER PREPARATION provides:**

The board of directors of any school district in the state of Iowa may enter into contract with the state board of regents for furnishing instruction to pupils of such school district, and for practitioner preparation for the schools of the state in such particular lines of demonstration and instruction as are deemed necessary for the efficiency of the University of Northern Iowa ... as training schools for practitioners.

AND see also **Section 256.16(1)(m)**.

**1. Scope of Agreement**

- 1.1** This Agreement sets forth the roles, responsibilities, and rights of personnel associated with the cooperating educational agency, personnel associated with the University of Northern Iowa and of any student enrolled at the university, while assigned as a student teacher or for any other educational experience in the cooperating educational agency.

**2. Options of Student Teachers and other Educational Experience Students**

- 2.1** Students must be registered for the appropriate university course. Student teaching is a full semester experience. (Students seeking additional endorsement may register for four (4) hours of credit.) The student teaching period will be a minimum of 14 weeks in duration.

**3. Placement of Students**

- 3.1** Placement of students shall be accomplished on a cooperative basis between the University of Northern Iowa and the cooperating educational agency. All participating UNI students have completed a background check, including criminal background and child abuse, sex abuse, and dependent adult abuse registry checks, before beginning their field experience.
- 3.2** Placement shall be initiated by the university coordinator (hereinafter referred to as coordinator) upon completion of an application from each student setting out the student's qualifications/background and the assignment(s) needed to meet course requirements, certification, endorsement, and approval area standards.
- 3.3** Requests for assignment of students may be accompanied by suggested names of individuals who are recommended to serve as a cooperating teacher/educational agency supervisor by the coordinator.
- 3.4** The University of Northern Iowa reserves the right to decline the assignment of a student to classroom teachers/educational agency supervisors who may request a student. However, said decision shall not be based on race, creed, color, sex, national origin, disability, age, religion, gender identity, sexual orientation, veteran or military status or on any other basis protected by state and/or federal law.
- 3.5** The cooperating educational agency reserves the right to refuse assignment to any given student. However, said decision shall not be based on race, creed, color, sex, national origin, disability, age, religion, gender identity, sexual orientation, veteran or military status or on any other basis protected by state and/or federal law.

**4. Termination or Change of Assignment**

- 4.1** The coordinator or cooperating educational agency may, for good cause, terminate or change the assignment of any student. Prior to reaching a decision the coordinator and the cooperating educational agency designee shall consult with the cooperating teacher/educational agency supervisor and all other concerned parties regarding the reason(s) for termination or change in assignment. If the district desires to terminate or change an assignment, the student will not return to the District Facility while awaiting the required consultation before the termination/change of assignment.

**5. Supervision of Students**

- 5.1** A member of the university faculty, or designee, will serve as the coordinator or supervisor of the student teaching program or educational experiences for the purpose of administering the program and supervising/evaluating the students in cooperation with the cooperating teachers/educational agency supervisors who guide and direct the students.
- 5.2** The identification, selection and continued use of qualified cooperating teachers/educational agency supervisors shall be the joint responsibility of the coordinator and the administrators of the cooperating educational agencies.



- ## 6. Evaluation

- ## 7. Status, Authority, and Tort Liability Protection of Students

- ## 8. Substitute Teaching

- ## 9. Compensation to Cooperating Teachers for Work with Student Teachers

- Carlton P. Nielsen

**Designee, President of University of Northern Iowa**

Curtis P. Nielsen  
Printed name

Date: 2/6/23

Distribution of copies:      ☐ Cooperating Educational Agency  
    ☐ Office of the President's Designee