#### **BOARD MEETING UPDATE**

#### **NOVEMBER 11, 2013**

#### APPROVED:

- October 14 Work Session Minutes
- October 14 Regular Minutes
- Bills/Claims
- Financial Reports
- Resignations/Terminations
  - o Carolyn Elles, AE teacher associate, effective 11/14/13
  - Amanda Heil, MS FSWI, effective 11/1/13
  - o Cindy Price, AE teacher associate, effective 11/13/13
  - o Rikki Kuhns, Ass't HS Cheer Coach, effective at end of 2013-14
- Hires
  - o Greg Barner, Ass't HS Wrestling Coach, Step 1
  - o Emilie Bowlin, DS teacher associate, step 1, effective 10/30/13
  - o Rhonda Leach-Becker, HS FSWI, effective 11/11/13
  - Katrina Stolz, AE recess/lunchroom associate, step 1, effective 11/4/13
    - To cover bus radio 1 hour in the am in place of Shawna Bailey
  - Christina Watkins, AE teacher associate, step 1, effective 11/11/13
- Second & Final Reading of Policy 906.4 Tobacco/Nicotine-Free Environment
- IDATP Participation
- 8<sup>th</sup> Grade Students to Washington DC (May 23-26)
- Allowable Growth for New Open Enrolled Out Students 9.6
- Allowable Growth for Increased Enrollment 21.4
- FCCLA Activity Account
- Resolution Ordering Special Election on Issuance of \$13,500,000 GO Bonds
  - o Election Feb 4, 2014
- Financial Advisor Agreement with Piper Jaffray for GO Bond Issue
- Open Enrollment In 2013-14
  - o Jason Mayland, Gr 9 from WCV
  - o Elley Waters, Gr 1 from WCV
  - o Austin Worthington, Gr 11 from Waukee

#### REPORTS/DISCUSSION

- World Language Department Lori Rezek & Jodi Baier
- FRK Update Tom Wollan
- Activities Quarter Report Doug Gee
- · Bond Campaign Outline
- Teacher Leadership & Compensation Update
- Calendar for 2014-15 Instructional Hours Vs. School Days

ADM Community School District, in partnership with our communities, is committed to engaging all students in a challenging and supportive learning environment that ensures individual student success as measured by a comprehensive system of assessments.

#### "Experiencing Success Today, Achieving Dreams Tomorrow"

#### NOTICE OF PUBLIC MEETING

You are hereby notified that the Board of Directors of the Adel DeSoto Minburn Community School District will meet at 6:00 p.m. on the 11th day of November 2013, for its regular meeting in the Board Room, Adel, Iowa.

The tentative agenda is as follows:

**BOARD MEETING AGENDA** DISTRICT BOARD ROOM

November 11, 2013

6:00 P.M.

OPENING:

6:00 P.M.

Call to order

Roll call

Emergency additions and adoption of agenda

6:05

Consent agenda

Approval of minutes Approval of bills/claims

Secretary/Treasurer financial reports

Personnel contracts

Second and Final reading of Board policy 906.4 "Tobacco/Nicotine-Free Environment"

**IDATP** participation

**ACTION ITEMS:** 

Allowable growth for new open enrollment
Approve SBRC for increased enrollment
FCCLA Activity Account
Resolution ordering a Special Election on the Issuance of \$13 500 000
Financial Advisor Agreement with Pipes 1.77

ADMINISTRATIVE REPORTS/DISCUSSION ITEMS:

World Language Department Presentation

Update from FRK Architects **Activities Director Quarterly Report** Bond Campaign Plan Outline

Teacher Leadership and Compensation Update Calendar 2014-15 - Instructional Hours vs. School Days

Adjournment

terble - includes all paperunk call election for 60 Bond Leb 4, 2014

Pulls - open

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT 801 Nile Kinnick Drive S. Adel, Iowa 50003 (515) 993-4283

Nancy Gee Secretary **Board of Directors** 



## Adel DeSoto Minburn

801 Nile Kinnick Drive S., Adel, Iowa 50003 515-993-4283

### Greg Dufoe, Superintendent

Nancy Gee, Business Manager

TO:

**Board of Directors** 

FROM:

Greg Dufoe, Superintendent

SUBJECT:

Memorandum for November 11, 2013

#### Personnel contracts:

I recommend the following resignations/terminations:
Carolyn Elles, AE Teacher Associate, effective 11/4/13
Amanda Heil, MS FSWI, effective 11/1/13
Rikki Kuhns, Ass't. HS Cheer Coach, effective at the end of the 2013-14 school year Cindy Price, AE Teacher Associate, effective 11/13/13

I recommend the following new contracts:

Greg Barner, Ass't. HS Wrestling Coach, Step 1

Emilie Bowlin, DS Teacher Associate, Step 1, effective 10/30/13

Rhonda Leach-Becker, HS FSWI, effective 11/11/13

Katrina Stolz, AE recess/lunchroom associate, step 1, effective 11/4/13 (to cover bus radio one hour in the morning in place of a current employee whose hours were decreased)
Christina Watkins, AE Teacher Associate, step 1, effective 11/11/13

### Second and Final Reading of Board Policy 906.4 "Tobacco-Free Environment" (Exhibit 1):

We will finalize a revision to policy 906.4 Tobacco-Free Environment. This update will have our policy include look-a-likes. I recommend second and final approval of Board Policy 906.4 as presented.

### **IDATP** participation:

ADM participates in the Iowa Drug and Alcohol Testing Program sponsored by the Iowa Association of School Boards. Federal regulations require that employers have a federally approved program in place on a calendar year basis. I recommend continued participation in IDAPT to meet this requirement.

### Open enrollment in for 2013-14:

Jason Mayland, 9th grade, from WCV to ADM (continuation) Elley Waters, 1st grade, from WCV to ADM (continuation) Austin Worthington, 11th grade, from Waukee to ADM (good cause)

#### 8TH GRADE WASHINGTON, D.C. TRIP

Kate Willems, 8th grade writing teacher, will be on hand to present the board with information about an 8th grade student trip to Washington, DC. Kate has been working on getting a trip together for interested 8th grade students all fall, and has put together a trip package she feels will be interesting for a large number of 8th grade students. More information from Kate is below. I recommend approval of the 8th grade trip to Washington DC.

I'm sure you are aware, many middle schools coordinate an 8th grade class trip to Washington D.C. at the end of the school year. In fact, many of my friends tell me that going to D.C. was one of the most memorable experiences they've had! So, I started investigating some programs to bring this opportunity to our ADM kids.

Board of Directors November 11, 2013 Page 2

Interest in this program was gaged by sending a survey to parents. Most parents, out of the 30 who took the survey, expressed interest in the trip. 30% responded saying that they would most likely send their student to Washington D.C. 50% responded saying they were interested in sending their student to Washington D.C. Since sending this survey, the price of the trip has been negotiated and lowered by over five hundred dollars. Since the biggest concerns submitted through the survey were about price, the interest in the trip may be even higher now.

I've talked extensively with Emily Ferdman, a representative from Brightspark. We've come up with a plan that we think would work best for our kids. The proposed itinerary would cost \$1117 if 40-50 passengers sign up. It would cost \$1,230 if 35 students sign up. The proposed dates for the trip are May  $23^{rd}$  – May  $26^{th}$ .

Brightspark takes care of all the planning, payments, and security involved in a trip like this. If the Board approves this trip, an 8th grade parent meeting will be held to share this information and explain how to reserve a spot for the trip. Many questions will be answered during this meeting including questions submitted by parents through the interest survey. Included in the price of the trip for students is a guarantee for six chaperons to be present. These chaperons will be the 8th grade teachers as well as our Middle School Principal.

### ALLOWABLE GROWTH FOR NEW OPEN ENROLLMENT (Exhibit 2)

I recommend approval of modified allowable growth for new open enrolled out students in 2013 not counted in the 2012 Certified Enrollment count. We are asking for allowable growth for up to 9.6 students. We anticipate a correction in the application to reflect an 8.6 student increase. The state cost per pupil for open enrollment is \$6,001 so the allowable growth amount could be up to \$57,610 but we anticipate it to be \$51,609 when the correction in the application is made.

### APPROVE SBRC FOR INCREASED ENROLLMENT (Exhibit 2)

I recommend approval of the SBRC Modified Allowable Growth Application. We get the authority for the increase in the budgeted enrollment from last year to this year. We had an increase of 21.4 students. The District Cost Per Pupil is \$6,141 so our on-time funding modified allowable growth is \$131,417.

### **FCCLA ACTIVITY ACCOUNT**

Family and Consumer Science teacher, Alyssa Stoulil, is requesting to start FCCLA - Family, Career & Community Leaders of America for ADM students. This is a club that is family oriented. The goal of the club is to help students participate and interact with their families more often and in a healthy way.

FCCLA offers another place students can become involved. Everyone has a family and can relate to the activities and service projects FCCLA offers. It offers students a nationally known organization to belong to and include on their resumes.

In order to do fundraising, the students need a school account that they could deposit funds raised into and withdraw from in order to participate in FCCLA programs.

Alyssa Stoulil has agreed to volunteer as a sponsor for FCCLA. Nancy does not recommend this sponsorship be added to the salary schedule for pay in the Master Contract with the ADMEA. Therefore, there is no guarantee the FCCLA would continue if Alyssa no longer volunteered to be the sponsor.

Board of Directors November 11, 2013 Page 3

# RESOLUTION ORDERING A SPECIAL ELECTION ON THE ISSUANCE OF \$13,500,000 GENERAL OBLIGATION SCHOOL BONDS (Exhibit 3)

Ben Madison and Pat Steele will be here to file the petition for the bond issue with Tim Canney, Board President. Ben and Pat will present the signatures to Tim and say a few words to the Board about the bond issue. Tim will acknowledge receipt of the petition. Nancy will review and determine the exact number of signatures presented.

Following receipt of the petition, we will move into the resolution action item.

I recommend approval of the RESOLUTION ORDERING A SPECIAL ELECTION ON THE ISSUANCE OF \$13,500,000 GENERAL OBLIGATION SCHOOL BONDS

### FINANCIAL ADVISOR AGREEMENT WITH PIPER JAFFRAY (Exhibit 4)

Enclosed in your board materials is an agreement with Piper Jaffray to be our financial advisor for this general obligation bond issue. This agreement has been reviewed by Beth Grob at Ahlers and Cooney and gives her approval. I recommend approval of this agreement with Piper Jaffray.

### Administrative Reports/Discussion items:

### **World Language Department Presentation**

Jodi Baier and Lori Rezek, world language teachers at the high school, have prepared a short presentation for the board on the World Language Department. This group has been in curriculum revision cycle the last two years and will provide an update as well as an overview of their course offerings and the importance of learning a world language for students.

### Update from FRK Architects:

Tom Wollan from FRK will be here to update the board on the design work for the AE and DS projects, update the timeline of the work, and to answer any questions we may have regarding the projects.

### **Activities Director Quarter Report (Exhibit 5)**

Doug will be on hand to provide his fall sports and fine arts review and winter preview.

### Bond Campaign Plan Outline (Exhibit 6)

Included in your packet are several documents: a bond campaign plan, a bond issue FAQ, and a project cost estimate. I will want your thoughts on the campaign plan. I would welcome board members coming with me to the presentations to the city councils and public forums . . .I am excited to get to work on the campaign!

### Teacher Leadership and Compensation Update

I will briefly update the board on TLC work. We are gearing up slowly and anticipate getting after the planning process in earnest after the first of the year.

### Calendar 2014-15 - Instructional Hours vs. School Days (Exhibit 7)

We will take a few minutes to review the recent DE guidance received about the school calendar – hours vs. days guidance. I am still trying to deepen my understanding of the implications of this and how it could affect our school calendar. Please take some time to look over the guidance document prior to the board meeting.

### Important dates:

November 27 No School; Allowance for P/T Conferences

November 28-29 Thanksgiving vacation

December 4 Dismiss 1:00 pm; Professional Development meetings

Greg Dufoe, Superintendent

Nancy Gee, Business Manager

#### SUMMARY OF NOVEMBER 11, 2013, BOARD OF DIRECTORS REGULAR MEETING

#### PERSONNEL CONTRACTS

I recommend the following resignations/terminations:
Carolyn Elles, AE Teacher Associate, effective 11/4/13
Amanda Heil, MS FSWI, effective 11/1/13
Rikki Kuhns, Ass't. HS Cheer Coach, effective at the end of the 2013-14 school year \*Cindy Price, AE Teacher Associate, effective 11/11/13

I recommend the following new contracts:

Greg Barner, Ass't. HS Wrestling Coach, Step 1

Emilie Bowlin, DS Teacher Associate, Step 1, effective 10/30/13

Rhonda Leach-Becker, HS FSWI, effective 11/11/13

Katrina Stolz, AE recess/lunchroom associate, step 1, effective 11/4/13 (to cover bus radio one hour in the morning in place of a current employee whose hours were decreased)

Christina Watkins, AE Teacher Associate, step 1, effective 11/11/13

#### OPEN ENROLLMENT

#### Open enrollment in for 2013-14:

Jason Mayland, 9th grade, from WCV to ADM (continuation) Elley Waters, 1st grade, from WCV to ADM (continuation) Austin Worthington, 11th grade, from Waukee to ADM (good cause)

#### TOBACCO/NICOTINE-FREE ENVIRONMENT

School district premises, including school vehicles, shall be off limits for all forms of tobacco or nicotine use, including the use of look-a-likes where the original would include tobacco or nicotine. This requirement extends to employees, students, and visitors. This policy applies at all times, including school-sponsored and non-school-sponsored events. Persons failing to abide by this request shall be required to refrain from extinguish their smoking material, dispose of or using tobacco, nicotine, or other products or leave the school district premises immediately. It shall be the responsibility of the administration, law enforcement, or personnel assigned to a supervisory role, to enforce this policy.

Approved 7/1/93

Reviewed 11/11/13

Revised 11/11/13

### Adel DeSoto Minburn Board of Education Work Session – Monday, October 14, 2013 5:00 p.m. @ ADM MS Board Room

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Present:

Absent:

Tim Canney

**Bart Banwart** 

Kelli Book

**Rod Collins** 

Kim Roby

Superintendent Greg Dufoe

Secretary Nancy Gee

Call to Order/Roll Call: President Tim Canney called the meeting to order. Roll call was taken. Present were Bart Banwart, Vice President Kim Roby, Kelli Book, and President Tim Canney. Rod Collins arrived at 5:12 p.m.

**Facility Master Planning:** Tom Wollan from FRK Architects addressed the cost of recommissioning the old Middle School building as an attendance center. After further value engineering, it is not possible to get the \$9,800,000 estimate much lower. The Board consensus last month was that the cost is too prohibitive and it would impact the District tax rate, debt ceiling limits and options for other capital project needs.

Mr. Wollan reported on the design meetings with staff at the Adel Elementary and DeSoto Intermediate buildings. Site circulation, location of playground and additional special needs space were discussed at Adel Elementary. The art and cafeteria space along with student traffic flow were discussed at DeSoto Intermediate.

Travis Squires from Piper Jaffrey presented four financing scenarios the Board could use to fund the proposed projects. Those scenarios included: funding \$13.7 million of projects in Phase I with GO bonds only with a slight abatement from the sales tax funds; funding \$13.7 million of projects in Phase I with GO Bonds only with a slight abatement and fund Phase II projects with sales tax bonds; fund \$12 million of projects in Phase I with GO bonds only, and fund remaining Phase I with sales tax bonds; and fund \$12 million of projects in Phase I with GO Bonds only and fund remaining Phase I with sales tax bonds, including some Phase II projects. Discussion followed.

The Board reviewed possible ballot language for the GO Bond.

**Adjournment:** President Canney adjourned the meeting at 6:04 p.m.

Minutes approved as	Tim Canney, President	
Dated	Nancy Gee, Secretary	

### Adel DeSoto Minburn Board of Education Regular Meeting – Monday, October 14, 2013 6:00 p.m. @ ADM MS Board Room

At	ten	dar	nce:
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Present:

Absent:

Tim Canney

**Bart Banwart** 

Kelli Book

Rod Collins

Kim Roby

Superintendent Greg Dufoe

Secretary Nancy Gee

**Call to Order/Roll Call:** President Tim Canney called the meeting to order. Roll call was taken. Present were Rod Collins, Bart Banwart, Vice President Kim Roby, Kelli Book, and President Tim Canney.

**Agenda:** It was moved by Banwart, seconded by Book, to adopt the agenda as presented. Motion carried unanimously.

**National Principals Month:** The Board provided a light dinner for the principals and assistant principals prior to the Board meeting to honor their dedication and service to ADM.

**Honoring Excellence:** Cindy Baldon was nominated to receive the Honoring Excellence award by her colleagues at the Adel Middle School. Cindy is an 8<sup>th</sup> grade history teacher.

Consent Agenda: It was moved by Book, seconded by Roby to approve the items under the consent agenda as presented. Motion carried unanimously. Minutes, bills and claims, and financial reports were reviewed and accepted. Resignations were accepted from Kylee Henderson, associate, and Jennifer Peterson, food server worker. A new contract was offered to Judith Johnson, server/worker. The Board had the first reading of Board Policy 906.4 "Tobacco-Free Environment". Request for open enrollment in for Astraea Munyan, 5<sup>th</sup> grade, from West Central Valley was approved. Requests for open enrollment out for Isabella Bardwell, kindergarten, to Van Meter, and Alexis Varvel, 6<sup>th</sup> grade and Brooklyn Varvel 3<sup>rd</sup> grade, to Van Meter were accepted. A request for open enrollment in for 2014-15 from Madison Iben, 11<sup>th</sup> grade, from Perry was approved.

Welcome of Visitors/Open Forum: President Canney welcomed visitors and invited public comments during Open Forum. No one spoke.

**Drive Tek Driver's Education Contract Renewal:** It was moved by Collins, seconded by Book to approve the contract from Drive Tek for 2014-15. Motion carried unanimously.

Comprehensive School Improvement Plan: Superintendent presented the Comprehensive School Improvement Plan (CSIP) submitted to the Iowa Department of Education on September 15th. This plan includes visions and goals, data, monitoring measures, staff development and other major focus areas. It was moved by Roby, seconded by Banwart to approve the Comprehensive School Improvement Plan. Motion carried unanimously.

**Annual Progress Report:** Superintendent presented the Annual Progress Report that is required by the State of Iowa to report state-determined indicators. It was moved by Book, seconded by Banwart to approve the 2012-13 Annual Progress Report. Motion carried unanimously.

Superintendent Professional Development Goals: Superintendent presented his 2013-14 Professional Development Goals. The goals are in three areas: facilities/bond campaign, STEM programming and communication strategic planning. It was moved by Collins, seconded by Book to approve the 2013-14 Superintendent Professional Development Goals. Motion carried unanimously.

**Middle School Baseball and Softball:** It was moved by Banwart, seconded by Roby to reinstate the middle school level baseball and softball programs and approve four coaching positions. Motion carried unanimously.

Adel Elementary and DeSoto Intermediate Site Surveys: It was moved by Collins, seconded by Book to approve the site surveys for Adel Elementary including alternate 1 (\$8,950) and DeSoto Intermediate (\$7,000) by Bishop Engineering. The alternate includes a survey of the north part of the elementary campus including the back parking lot. Motion carried unanimously.

### **Administrative Reports:**

<u>Technology Update:</u> Technology Director Adam Kurth gave an update on how technology is being used in the classrooms.

<u>2012-13 K-5 Reading Assessment Data Report:</u> Principal Carole Erickson gave a report on the reading assessment data for grades K-5.

### Continuation of regular board meeting held October 14, 2013

Page 3

<u>Enrollment Update 2013-14:</u> Superintendent reported on preliminary enrollment numbers. The number of students has increased by 22 students including open enrolled in and out students.

Early Retirement Program 2013-14: The Board discussed whether to offer an early retirement incentive for the end of the 2014 school year. Many factors were considered including the history and pattern of the incentive being offered. If a pattern is established, the incentive appears to be similar to a pension plan and the District would have to report it as such and it could have a significant impact on the District's financial records. The payout of the incentive is paid with Management Fund dollars. The Board decides yearly whether there is a need to incent veteran teachers to retire as this can save money in the General Fund. The consensus of the Board was to not offer the incentive for 2014.

### Adjournment:

It was moved by Collins, seconded by Roby, to adjourn. The motion carried unanimously. President Canney adjourned the meeting at 7:35 p.m.

Minutes approved as	Tim Canney, President
Dated	Nancy Gee, Secretary

Adel DeSoto Minburn Comm School District (00270000)

Exit

SBRC Application

### SBRC Application

#### Fall 2013

#### SBRC Application for Increasing Enrollment, Open Enrollment Out, and LEP Instruction Beyond 5 Years

Email <u>Joyce Thomsen</u> a copy of the school board minutes showing official action taken by the board, authorizing the request to the SBRC, prior to the date a hearing would be normally requested. Minutes need to reflect the amount and the issue for which the request is being made. The district / AEA shall also retain a copy of the board minutes for review by its auditor.

Minutes need to reflect the amount and the issue for which the request is be The district / AEA shall also retain a copy of the board minutes for review by	te auditor	west
We, the officials of Adel DeSoto Minburn Comm School District, certify under penalty data represented on the SBRC Application are true, correct, complete, and in full co	of perjury that all mpliance with all owledge and belief.	Budger returning Budger returning Silver strates
Due Sunday, December 01, 2013	ho	siens time rette
Contact Information Saved	Su De	or for this the ints
You have entered text on the page. You must Save Values before you can Certify		aure stude
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	1459.7	education year at
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Actual Enrollment Fall 2012  Actual Enrollment Fall 2013 (Generated nightly, changes to Certified Enrollment are reflected the following day) Increase	1459.7 1481.1 21.4 6,141 131,417	education year and the stand or convolent years

221.4>

Open Enrollment Out	
Open Enrollment Out Students on Fall 2013 Certified Enrollment but not on the Fall 2012 Certified Enrollment (Changes to student data are reflected immediately)	31.0
Open Enrollment Out Students Minus Increase (previous section)	, 9.6
State Cost Per Pupil for Open Enrollment Out (FY13)	6,001
Maximum Modified Allowable Growth for Open Enrollment Out	57,610
Request	57610

LEP Instruction Beyond 5 Years		
diately)	Students Served Beyond 5 Years (Changes to student data are reflected immediately)	
	Weighting	
	Total Weighting	
	DCPP (FY14)	
on Beyond 5 Years	Maximum Modified Allowable Growth for LEP Instruction Beyond 5 Y	
[0	Request	

Pending changes:
30.0 revitable
8.6 51,609

51,609

### ITEMS TO INCLUDE ON AGENDA

### ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT

 Resolution Ordering a Special Election on the Issuance of \$13,500,000 General Obligation School Bonds

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

lison, State of Iowa, met in	

\* \* \* \* \* \* \*

The President of the Board called the meeting together and stated that a Petition had been filed purporting to be signed by eligible electors of the School District numbering at least 25% of those voting at the last election of school officials. The Petition requests that an election be called on the issuance of bonds in an amount not to exceed \$13,500,000, to provide funds to build, construct, furnish and equip additions to, and to remodel, repair, renovate, improve (including security improvements), furnish and equip the Adel Elementary and the DeSoto Intermediate buildings, and to improve those sites; to build, construct, furnish, and equip additions to and implement security improvements at the Middle and High School building; to remodel, repair, renovate, improve, furnish and equip the High School; and to renovate, repair, improve, furnish, equip and retrofit the Old Middle School for use as an administration building.

	the Petition to the Board which examined the Petition. voted at the last election of school officials; the number of
eligible electors who have signed	the petition is
Directoradoption. Directorvote was:	
AYES:	
NAYS:	

The President declared the Resolution adopted as follows:

RESOLUTION ORDERING A SPECIAL ELECTION ON THE ISSUANCE OF \$13,500,000 GENERAL OBLIGATION SCHOOL BONDS

WHEREAS, there has been filed with the President of this Board a Petition of eligible electors of this School District asking that an election be called to submit the question of contracting indebtedness and issuing bonds of the School District in an amount not to exceed \$13,500,000 to provide funds to build, construct, furnish and equip additions to, and to remodel, repair, renovate, improve (including security improvements), furnish and equip the Adel Elementary and the DeSoto Intermediate buildings, and to improve those sites; to build, construct, furnish, and equip additions to and implement security improvements at the Middle and High School building; to remodel, repair, renovate, improve, furnish and equip the High School; and to renovate, repair, improve, furnish, equip and retrofit the Old Middle School for use as an administration building; and

WHEREAS, this Board has examined the Petition and finds that it is signed by eligible electors of the School District numbering at least 25% of those voting at the last election of school officials and that the purposes set forth in the petition cannot be accomplished within the limit of one and one-quarter percent of the assessed value of the taxable property in the School District; and

WHEREAS, the proposal for the issuance of Bonds or any other proposal incorporating any portion of it has not or will not have been submitted to the qualified electors of the School District for a period of at least six months prior to the date of election being called in these Proceedings;

NOW, THEREFORE, IT IS RESOLVED BY THE ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT, IN THE COUNTIES OF DALLAS AND MADISON, STATE OF IOWA:

Section 1. That an election is called of the qualified electors of the Adel-DeSoto-Minburn Community School District in the Counties of Dallas and Madison, State of Iowa, on Tuesday, February 4, 2014. The following Proposition is approved, and the Secretary is authorized and directed to submit and file the Proposition for the Ballot with the Dallas County Commissioner of Elections at least 46 days prior to the election:

#### SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED?

#### PROPOSITION A

YES[]

NO []

Shall the Board of Directors of the Adel-DeSoto-Minburn Community School District in the Counties of Dallas and Madison, State of Iowa, be authorized to contract indebtedness and issue General Obligation Bonds in an amount not to exceed \$13,500,000 to provide funds to build, construct, furnish and equip additions to, and to remodel, repair, renovate, improve (including security improvements), furnish and equip the Adel Elementary and the DeSoto Intermediate buildings, and to improve those sites; to build, construct, furnish, and equip additions to and implement security improvements at the Middle and High School building; to remodel, repair, renovate, improve, furnish and equip the High School; and to renovate, repair, improve, furnish, equip and retrofit the Old Middle School for use as an administration building?

### [END OF BALLOT LANGUAGE]

Section 2. That the notice of the election and ballot form used at the election shall be prepared in accordance with the provisions of the Iowa Code and Iowa Administrative Rules. The District requests the polls will open at 7:00 o'clock A.M. and close at 8:00 o'clock P.M.

- Section 3. That the Election Board for the voting precinct or precincts be appointed by the County Commissioner of Elections, not less than 15 days before the date of the election, a certified copy of which appointment must be officially placed on file in the office of the Secretary.
- Section 4. The Commissioner of Elections is requested and directed to make publication of the Notice of Election at least once, not less than four days nor more than twenty days prior to the date of the election, in a legal newspaper, printed wholly in the English language, as defined by Iowa Code section 618.3.
- Section 5. The *Dallas County News*, a legal newspaper, is published within the District and is hereby designated to make the publication of the Notice of Election.
- Section 6. That the County Commissioner of Elections shall prepare all ballots and election registers and other supplies as necessary for the proper and legal conduct of this election and the Secretary of the Board is authorized and directed to cooperate with the Commissioner of Elections in the preparation of the necessary proceedings.
- Section 7. That the Secretary is directed to file a certified copy of this Resolution in the Office of the County Commissioner of Elections to constitute the "written notice" to the County Commissioner of Elections of the election date, required to be given by the governing body under the provisions of Iowa Code Chapter 47.

PASSED AND APPROVED this 11th day of November, 2013.

A TEXTS OF	PRESIDENT, Board of Directors
ATTEST:	

#### CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF DALLAS	)

I, the undersigned Secretary of the Board of Directors of the Adel-DeSoto-Minburn Community School District, in the Counties of Dallas and Madison, 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	, 2013.
	Secretary of	the Board of Directors of the Adel
	DeSoto-Min	burn Community School District

00979799-1\10114-020

SBR Jak

Exit

Adel DeSoto Minburn Comm School District (00270000)



SBRC Application

### **SBRC Application**

#### Fall 2013

### SBRC Application for Increasing Enrollment, Open Enrollment Out, and LEP Instruction Beyond 5 Years

Email <u>Joyce Thomsen</u> a copy of the school board minutes showing official action taken by the board, authorizing the request to the SBRC, prior to the date a hearing would be normally requested.

Minutes need to reflect the amount and the issue for which the request is being made.

The district / AEA shall also retain a copy of the board minutes for review by its auditor.

#### **District Certified**

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Increasing Enrollment	
Actual Enrollment Fall 2012	1459.7
Actual Enrollment Fall 2013 (Generated nightly, changes to Certified Enrollment are reflected the following day)	1481.1
Increase	21.4
DCPP (FY14)	6,141
Maximum On-Time Funding Modified Allowable Growth for Increasing Enrollment	131,417
Request	\$131,417

Open Enrollment Out	
Open Enrollment Out Students on Fall 2013 Certified Enrollment but not on the Fall 2012 Certified Enrollment (Changes to student data are reflected immediately)	30.0
Open Enrollment Out Students Minus Increase (previous section)	8.6
State Cost Per Pupil for Open Enrollment Out (FY13)	6,001
Maximum Modified Allowable Growth for Open Enrollment Out	51,609
Request	\$51,609

LEP Instruction Beyond 5 Years		
Students Served Beyond 5 Years (Changes to student data are reflected immediately)	0	
Weighting	0.22	
Total Weighting	0.00	
DCPP (FY14)	6,141	
Maximum Modified Allowable Growth for LEP Instruction Beyond 5 Years	. 0	
Request	\$0	

SBRC Contact				
Name	Greg Dufoe			
Title	Superintendent			
Phone .	515-993-4283			
Fax	515-993-4866			
Email	gdufoe@adm.k12.ia.us			

#### FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the "Agreement") is entered into the 11th day of November 2013, by and between the Adel DeSoto Minburn Community School District, Iowa (the "Issuer"), and Piper Jaffray & Co. (the "Financial Services Provider" or "FSP").

#### RECITALS

WHEREAS, the Issuer requires the provision of financial services in connection with the issuance by the Issuer of approximately \$13,500,000 of tax exempt General Obligation School Bonds, in one or more Series, to provide funds for capital improvement projects contemplated by the Issuer and debt restructuring if deemed necessary (collectively the "Project"); and

WHEREAS, the Issuer desires to engage the Financial Services Provider to render the services; and

WHEREAS, the Issuer has selected Ahlers & Cooney P.C. as bond counsel ("Bond Counsel") and has not relied on Financial Services Provider for any assistance selecting Bond Counsel, Financial Services Provider is not party to the engagement agreement between Issuer and Bond Counsel, including having a working knowledge of any limitations under said agreement; and Financial Services Provider shall assume no responsibility for the work or opinions provided by Bond Counsel.

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the parties agree as follows:

<u>Section 1. Scope of Services</u> The Scope of Services shall include assistance in the following areas The Financial Services Provider shall:

- a) As requested by the Issuer, provide alternative debt retirement schedules
- b) Comment on the value and recommend as to the use of credit ratings; coordinate the process securing credit rating
- c) Propose bond terms for the securities being sold
- d) Develop the initial form of the Issuer's official statement incorporating disclosure language that is usual and customary for this type of security; share the form with the Issuer and its bond and disclosure counsel (if any), for the Issuer's input and modification. Act as scrivener for the Issuer's official statement
- e) Develop a timeline with respect to the issuance of proposed securities
- f) Upon completion of the official statement by the Issuer, distribute Issuer's official statement to potential bidders via I-Deal (to national bidders and information repositories) and printed copies (for local banks and other local financial institutions)
- g) If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Issuer
- h) Evaluate and recommend the bids received to the Board for consideration
- i) Provide post-bid analysis, including cost of issuance summaries, debt service schedules, pricing schedules (based upon information provided by Underwriter), and summary of bond yield and WAM (as calculated utilizing software licensed to the FSP by a third party vendor)
- j) Coordinate the closing of the transaction

#### The Issuer shall:

- k) Approve or disapprove of the Plan of Finance
- 1) Approve the form of official statement and direct its dissemination to interested bidders
- m) Participate in all calls, discussions and requests for information necessary to complete the credit rating process, if a rating is recommended as discussed herein
- n) Take all usual and customary steps necessary to complete the Project,

Extent of Duties Arising under this Agreement

The Issuer and the Financial Services Provider intend and agree that, to the extent the performance of services by the Financial Services Provider with respect to a Project constitutes municipal advisory activities within the meaning of proposed rule 15Ba1 of the Securities Exchange Act of 1934 and creates a duty of the Financial Services Provider under Section 15B(c)(1) of the Securities Exchange Act of 1934 and Rule G-23 of the Municipal Securities Rulemaking Board. However, such duty does not extend beyond the services to be provided with respect to that Project and such duty does not extend to any other contract, agreement, relationship, or understanding of any nature between the Issuer and the Financial Services Provider. The Financial Services Provider represents that it has registered with the SEC in accordance with 15B of the Securities Exchange Act of 1934, as amended.

<u>Section 2. Compensation</u>: 0.2% of the par amount of securities sold; with a minimum fee of \$12,500 and a maximum fee of \$25,000.

Section 3. Expenses. The Issuer will reimburse the Financial Services Provider in addition to the fees outlined in Section 2 for the preparation, printing and mailing costs associated with the official statement, for the Project to be implemented as contemplated herein at a cost of \$2,500 per issuance of securities. The Financial Services Provider will be responsible for all of the Financial Services Provider's out-of-pocket expenses, including communication, cost of financial analysis and reports prepared in fulfilling its duties outlined herein. If out-of-state travel is directed by the Issuer, the Issuer will reimburse the Financial Services Provider for those expenses. The Issuer will be responsible for the payment of all fees and expenses commonly known as Costs of Issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

<u>Section 4. Term of Agreement</u>. The term of this Agreement shall begin on the date of execution set forth above and shall terminate on completion of the Project.

Neither the Issuer nor the Financial Services Provider may terminate this Agreement at any time prior to completion of the Project other than for non performance on the part of the Financial Services Provider, in which case the Issuer may terminate this agreement, and upon such termination, all fees due to the Financial Services Provider shall be due and payable immediately by the Issuer. The provisions of Sections 3, 10, 11, and 14 shall survive termination of this Agreement.

<u>Section 5. Independent Contractor</u>. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Issuer.

Section 6. Assignment. Neither the Financial Services Provider nor the Issuer shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. In the event of acquisition of the Financial Services Provider by a third party firm, notice shall be given to the Issuer regarding the acquisition and the Issuer shall have the opportunity to consent to the assignment of this Agreement, which consent shall not be unreasonably withheld.

Section 7. Entire Agreement/Amendments. This Agreement, including any amendments hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and the Issuer.

Section 8. Not Liable for Advice of Third Party Financial Services Providers. Should the Issuer seek advice from third party Financial Services Providers, bankers or legal advisors or others providing guidance similar in scope to that contemplated herein, the Issuer agrees that the Financial Services Provider shall not be held liable for advice or recommendations made to the Issuer by third party Financial Services Providers, banker or legal advisors.

<u>Section 9. Accounting / Legal Advice</u>. The Financial Services Provider is not legal counsel or an accountant and is not providing legal or accounting guidance. None of the Services contemplated in this Agreement shall be construed as or a substitute for legal or accounting services.

Section 10. Indemnification. To the extent the Issuer is authorized by law to indemnify the Financial Services Provider, the Issuer will indemnify and hold harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon the Issuer's gross negligence or wilfull acts, errors or omissions in the performance of its obligations under this Agreement.

To the extent the Issuer is authorized by law to indemnify the Financial Services Provider, the Financial Services Provider will indemnify and hold harmless the Issuer, each individual, corporation, partnership, trust, association or other entity controlling the Issuer, any affiliate of the Issuer or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon the Financial Services Providers gross negligence or wilfull acts, errors or omissions in the performance of its services under this Agreement.

The Issuer acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer.

<u>Section 11. Notices</u>. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Issuer at:

Adel DeSoto Minburn Community School District Attn: Superintendent 801 Nile Kinnick Drive S. Adel, IA 50003

or to the Financial Services Provider at:

Piper Jaffray & Co. 3900 Ingersoll Ave. Suite 110 Des Moines, IA 50312 Attention Public Finance Department Section 12. Consent to Jurisdiction; Service of Process. This Agreement shall be deemed to have been executed in the State of Iowa, and the laws of the State of Iowa govern the construction of this Agreement and the rights and remedies of the respective parties hereto. Any litigation arising between the parties related in any way to this Agreement shall be initiated and maintained only in the U.S. District Court for the Southern District of Iowa.

Section 13. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

Section 14. Parties in Interest. This Agreement, including rights to indemnity and contribution hereunder, shall be binding upon and inure solely to the benefit of each party hereto, any Indemnitee and their respective successors, heirs and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

<u>Section 15. Issuer intends to issue Tax Exempt Bonds</u> The Issuer acknowledges it intends to issue the Bonds on a tax exempt basis and further acknowledges the Issuer's continuing covenants and responsibilities regarding tax exemption that will be contained in the Bond Documents, including the Tax Exemption Certificate and Bond Resolution.

Section 16. General. The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

The captions in this Agreement are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect. When a word or phrase is enclosed in parenthesis and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the 'Word')," and thereafter in this Agreement, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

ADEL DESOTO MINBURN COMMU	NITY SCHOOL DISTRICT
Ву:	
Title: Board President	
PIPER JAFFRAY & CO.	
Ву:	
Title: Senior Vice President	

#### DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure even if you have already chosen a particular form of compensation. The municipal advisor's client should select a form of compensation that best meets its needs and the agreed upon scope of services.

Forms of Compensation; Potential Conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

<u>Fixed fee.</u> Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

<u>Fee paid under a retainer agreement</u>. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

#### Acknowledgement

The undersigned hereby acknowledges that he/she has received this disclosure and that he/she has been given the opportunity to raise questions and discuss the foregoing matters with the advisor.

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT

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

Name: \_\_\_\_

Title: \_\_\_\_

Date: November 11, 2013