

Agenda of Special School Board Meeting

The Board of Trustees Lakeland Joint School District No. 272

A Special School Board Meeting of the Board of Trustees of Lakeland Joint School District No. 272 will be held Thursday, May 30, 2013, beginning at 5:00 PM in the Administrative Offices, 15506 N. WASHINGTON ST., RATHDRUM, ID 83858.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

- A. **Call to Order 5:00 p.m.**
- B. **Welcome Visitors/Pledge of Allegiance 5:00 p.m.**
- C. **Approve Agenda**
- D. **Report and Presentation**
 - 1. Danielle Quade, Hawley Troxell Ennis & Hawley LLP; 2
 - Eric Heringer, Seattle-Northwest Securities Corporation
- E. **Action Items**
 - 1. Approve/deny the adoption of Bond Resolution (Series 2013 Refunding Bonds)
- F. **Board Workshop** 108
 - 1. Superintendent Goals 202
 - 2. Old Evaluation Form 248
- G. **Adjournment**

ESCROW AGREEMENT

between

JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES, STATE OF IDAHO

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Escrow Agent

Dated as of June 13, 2013

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**JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES, STATE OF IDAHO**

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of June 13, 2013, by and between Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho (the "Issuer") and Wells Fargo Bank, National Association (the "Escrow Agent").

**ARTICLE I.
RECITALS**

The Issuer is desirous of paying, redeeming and retiring certain outstanding bonds which shall be accomplished pursuant to the provisions of this Escrow Agreement and the provisions of the Bond Resolution adopted by the Issuer on May 30, 2013 (the "Series 2013 Bond Resolution"). Pursuant to the Series 2013 Bond Resolution, the Issuer has determined to redeem and pay the principal of and interest on the Refunded Bonds (hereinafter defined) on the Redemption Date as hereinafter set forth out of the proceeds of the sale of its Series 2013 Bonds (hereinafter defined). The Issuer has irrevocably pledged to redeem and retire the Refunded Bonds. Such payment, redemption and retirement shall be irrevocable upon the delivery of the Series 2013 Bonds.

Reference is hereby made to the Series 2013 Bond Resolution for the provisions of the plan of refunding the Refunded Bonds.

The Issuer has caused to be delivered to the Escrow Agent statements setting forth the interest payment schedules and maturity schedules of the Refunded Bonds by amount, date of maturity and interest rates, the amount of interest to be paid on each semiannual interest payment date and the amount of the principal to be paid on the date that the Refunded Bonds are to be redeemed, and by execution of this Escrow Agreement, the Escrow Agent acknowledges receipt of such statements.

**ARTICLE II.
DEFINITIONS**

All terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Series 2013 Bond Resolution. For all purposes of this Escrow Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Escrow Account" means the Escrow Account on deposit with the Escrow Agent created hereunder for the purpose of refunding the Refunded Bonds.

"Escrow Agent" means Wells Fargo Bank, National Association.

“Escrow Agreement” means this agreement by and between the Issuer and the Escrow Agent providing for the refunding and redemption of the Refunded Bonds.

“Escrow Securities” means direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America.

“Issuer” means Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho.

“Redemption Date” means August 15, 2015.

“Refunded Bonds” means the refunded Series 2005 Bonds as specifically described in Article III hereof.

“Series 2005 Bonds” means the \$9,770,000 General Obligation Bonds, Series 2005 of the District, dated December 20, 2005.

“Series 2005 Bonds Resolution” means the resolution of the District adopted on December 7, 2005, authorizing the Series 2005 Bonds.

“Series 2013 Bonds” means the \$8,490,000 principal amount of General Obligation Refunding Bonds, Series 2013, authorized to be issued under the Series 2013 Bond Resolution.

“Series 2013 Bond Resolution” means the Resolution of the Issuer authorizing the issuance of the Series 2013 Bonds and the refunding of the Refunded Bonds, which Resolution was adopted on May 30, 2013.

“Written Certificate and Request” has the meaning set forth in the Series 2013 Bonds Resolution.

ARTICLE III. MATURITIES AND REDEMPTION PROVISIONS

Section 3.1. Refunded Bonds.

The Refunded Bonds totaling \$8,525,000 are subject to redemption on or after August 15, 2015, on any date, at the par amount thereof, plus accrued interest to the date of redemption. The Refunded Bonds mature and bear interest as follows:

<u>Maturity</u> <u>Date</u> <u>8/15</u>	<u>Principal</u> <u>Amount \$</u>	<u>Interest</u> <u>Rate %</u>	<u>CUSIP No.</u> <u>511798</u>
2016	\$ 675,000	5.000	BS8
2017	710,000	5.000	BT6
2018	770,000	4.000	BU3
2019	800,000	4.000	BV1
2020	835,000	4.000	BW9
2021	870,000	4.000	BX7
2022	905,000	4.000	BY5
2023	940,000	4.000	BZ2
2024	1,000,000	4.125	CA6
2025	1,020,000	4.125	CB4

**ARTICLE IV.
PLAN OF REFUNDING FOR THE REFUNDED BONDS**

Section 4.1. Receipt of Funds.

The Escrow Agent will receive via wire transfer from Seattle Northwest Securities Corp., as underwriter on behalf of the Issuer, a portion of the proceeds of the Series 2013 Bonds in the amount of \$9,408,661.80 (the “Bond Proceeds”), as shall be additionally specified in one or more Written Certificate and Request(s) pursuant to the Series 2013 Bond Resolution.

The Escrow Agent will credit \$9,358,846.34 of the Bond Proceeds to the Escrow Account. The Escrow Agent will apply \$9,357,915.09 from the Escrow Account to the purchase of the Escrow Securities described in Attachment I hereto, and the Escrow Agent will retain the remaining \$931.25 cash in the Escrow Account.

The Escrow Agent will credit \$49,815.46 of the Bond Proceeds to the Cost of Issuance Fund to be disbursed in accordance with Article V hereof.

Section 4.2. Deposit of Escrow Securities Into the Escrow Account.

The Escrow Agent will establish the Escrow Account and will hold the Escrow Account separate and apart from all other funds and accounts held by the Escrow Agent. Simultaneously with the delivery of the Series 2013 Bonds, the Issuer will cause to be deposited irrevocably into the Escrow Account, for the security and benefit of the owners of the Refunded Bonds, the Escrow Securities, including cash, as described in Attachment I.

The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the Issuer the right to receive brokerage confirmations of the

security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Issuer periodic cash transaction statements that include the detail for all investment transactions made by the Escrow Agent hereunder.

Section 4.3. Disbursements By Escrow Agent.

The Escrow Agent shall present for payment on the due dates thereof the Escrow Securities and shall apply the proceeds derived therefrom in accordance with the provisions of this Escrow Agreement to pay interest accruing on the Refunded Bonds on the interest payment dates thereof to and including the Redemption Date, in accordance with the Verification Report attached as Attachment II hereto (the “Verification Report”).

On or before the Redemption Date, the Escrow Agent, in its capacity as paying agent for the Refunded Bonds, shall present for payment on the due dates thereof the Escrow Securities and shall apply the proceeds derived therefrom to timely redeem and retire the Refunded Bonds, at the price equal to the par amount thereof, together with the interest accrued thereon, from the preceding interest payment date, in accordance with the Verification Report.

Section 4.4. Escrow Securities.

The Escrow Securities (described in Attachment I hereto), as such may be substituted pursuant to this Escrow Agreement, shall mature not later than the date needed to redeem and/or pay the interest accruing on the Refunded Bonds and will be sufficient to redeem and retire all of the Refunded Bonds on the Redemption Date.

Section 4.5. Safekeeping of the Escrow Securities.

All Escrow Securities, money and investment income deposited with or received by the Escrow Agent pursuant to ARTICLE IV shall be subject to the trust created by this Escrow Agreement and irrevocably pledged only for the Refunded Bonds’ debt service, and the Escrow Agent shall be liable for the safekeeping thereof. All money deposited with the Escrow Agent or received by the Escrow Agent as maturing principal or interest on the Escrow Securities prior to the times the Escrow Agent is required to make the payments hereinbefore set forth shall be held by the Escrow Agent and shall not be reinvested.

All income derived from the Escrow Securities and any money deposited with the Escrow Agent pursuant to Section 4.2 of this Escrow Agreement that is not required to make the payments hereinbefore required to be made shall be paid to the Issuer for the credit of the Bond Account under the Series 2013 Bond Resolution, upon payment in full of the Refunded Bonds.

Section 4.6. Substitution of the Escrow Securities; Reinvestment.

The Issuer has reserved the right to request the Escrow Agent to substitute higher yielding direct noncallable obligations of the United States for investments in the Escrow

Account in the event it may do so pursuant to Section 103 of the Code, provided that at all times the money and Escrow Securities in the Escrow Account shall be sufficient, without any further investment, to refund and retire the Refunded Bonds. Prior to each such substitution, the Issuer will obtain:

(a) A supplemental verification addressed to the Issuer and the Escrow Agent from an independent firm of certified public accountants, which shall be satisfactory to nationally recognized bond counsel, that the money and Escrow Securities on deposit after such substitution will be sufficient, without any further investment, to effect the refunding of the Refunded Bonds and that such substitute Escrow Securities are noncallable; and

(b) An unqualified written legal opinion addressed to the Issuer and the Escrow Agent from nationally recognized bond counsel that such substitution will not cause the interest on the Refunded Bonds and the Series 2013 Bonds to become includible in gross income for federal and state income tax purposes.

The Escrow Agent shall reinvest, to the extent possible at the written direction of an officer of the Issuer, the proceeds received upon maturity of the Escrow Securities listed in Attachment I which are not required to pay the Refunded Bonds on such date, or accrued interest thereon, in Escrow Securities that are state and local government series securities ("SLGS") or if SLGS are not available in other Escrow Securities in compliance with promulgations by the U.S. Treasury. The Escrow Agent shall purchase the SLGS for the account of the Issuer directly from the United States Government at the written direction of the Issuer. The Issuer agrees to comply with Part 344 of title 31, Code of Federal Regulations and with such other regulations of the United States Treasury, Bureau of Public Debt as are from time to time in effect in subscribing for and purchasing such SLGS, including without limitation requirements with respect to submitting subscriptions to a Federal Reserve Bank or Branch in advance (currently between 60 and 15 days in advance) of the date of purchase of the SLGS.

The Escrow Agent shall not otherwise invest surplus cash which it holds from time to time in the Escrow Account unless it receives written direction from an authorized officer of the Issuer, it receives an opinion of the Issuer's bond counsel as to the legality of any such investment and its effect, if any, on the exclusion of the interest on the Series 2013 Bonds from gross income for federal income tax purposes and it makes such investment in accordance with the provisions of this Section.

The Escrow Agent shall not be responsible or liable for any diminution of the funds held in the Escrow Account that may result from any actions taken pursuant to the written direction of Issuer under this Escrow Agreement, particularly this Section 4.6, including any losses on any investment required to be liquidated prior to maturity in order to make a payment or distribution.

Section 4.7. Surplus Money.

If at any time during the term of the escrow created pursuant to this Escrow Agreement there should be Escrow Securities and/or money held by the Escrow Agent in excess of that

required to make all remaining payments described in Section 4.3 hereof, when due, considering the interest to be earned on such Escrow Securities and the Issuer submits written requests that such surplus obligations or the proceeds thereof or such surplus money be returned by the Escrow Agent to the Issuer, the Escrow Agent shall do so forthwith; *provided however*, that prior to requesting any such transfer, the Issuer shall have furnished to the Escrow Agent:

(a) A supplemental verification addressed to the Issuer and the Escrow Agent from an independent firm of certified public accountants, which shall be satisfactory to nationally recognized bond counsel, that the money and Escrow Securities on deposit after such transfer will be sufficient, without any further investment, to effect the refunding of the Refunded Bonds; and

(b) An unqualified written legal opinion addressed to the Issuer and the Escrow Agent from nationally recognized bond counsel that such transfer will not cause the interest on the Refunded Bonds and the Series 2013 Bonds to become includible in gross income for federal and state income tax purposes.

Notwithstanding any provision of this Section 4.7 to the contrary, any money remaining on deposit with the Escrow Agent after the payment and retirement in full of the Refunded Bonds shall be transferred to the Issuer for deposit into the Bond Account under the Series 2013 Bond Resolution.

ARTICLE V. PAYMENT OF THE COSTS OF ISSUANCE

The Issuer has established under the Series 2013 Bonds Resolution an account designated the "Cost of Issuance Fund" to be held by the Escrow Agent on behalf of the Issuer. Upon delivery of the Series 2013 Bonds and receipt of Bond Proceeds pursuant to Section 4.1 hereof, the Escrow Agent shall deposit \$49,815.46 of such Bond Proceeds into the Cost of Issuance Fund to pay the costs of issuing the Series 2013 Bonds up to such amount. As directed in a Written Certificate and Request by the Issuer, the Escrow Agent shall disburse monies from the Cost of Issuance Fund upon receipt of invoices for payment. Pending payment of all costs of issuance, the monies held in the Cost of Issuance Fund shall be invested by the Escrow Agent in investments as may be directed in writing by the Issuer, which shall be investments permitted under Section 67-1210, Idaho Code, with any interest received on such investments to remain in the Cost of Issuance Fund. After payment of all costs of issuance or no later than July 31, 2013, any excess monies remaining in the Cost of Issuance Fund shall be transferred promptly by the Escrow Agent to the Issuer for deposit into the Bond Account under the Bond Resolution.

ARTICLE VI. DUTIES AND OBLIGATIONS OF THE ESCROW AGENT

The duties and obligations of the Escrow Agent shall be prescribed by the provisions of this Escrow Agreement, and the Escrow Agent shall not be liable except for the performance of its duties and obligations as specifically set forth herein and to act in good faith in the

performance thereof and no implied duties or obligations shall be incurred by such Escrow Agent other than those specified herein.

The Escrow Agent makes no representation as to value, condition or sufficiency of the Escrow Account, or as to the title of the Issuer thereto, or as to the security afforded hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any such matters.

The Escrow Agent may consult with counsel of its choice and the opinion of such counsel shall be full and complete authorization and protection with respect to any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

Nothing contained herein shall require the Escrow Agent to advance its own funds or otherwise incur direct financial liability to carry out its obligations hereunder or to exercise any of its rights or powers hereunder. If there are any difficulties in payment of the Refunded Bonds, the Escrow Agent shall notify the Issuer in writing.

Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing.

**ARTICLE VII.
NOTICES OF REDEMPTION AND DEFEASANCE**

Section 7.1. Notice of Redemption of Refunded Bonds.

The Refunded Bonds will be irrevocably called for redemption on the Redemption Date. Notice of redemption for the Refunded Bonds will be given by the Escrow Agent, in its capacity as paying agent for the Refunded Bonds, as provided in the Series 2005 Bonds Resolution, in substantially the following form:

NOTICE OF REDEMPTION

JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES, STATE OF IDAHO

GENERAL OBLIGATION BONDS, SERIES 2005
DATED December 20, 2005

Notice is hereby given that Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, has called and does hereby call for redemption on August 15, 2015, its General Obligation Bonds, Series 2005, dated as of December 20, 2005, maturing on and after August 15 of the years set forth below, at the Redemption Price equal to 100% of the principal amount of each bond so redeemed, plus accrued interest to the date fixed for redemption.

The principal amounts and rates of the bonds to be so redeemed are as follows:

<u>Maturity Date 8/15</u>	<u>Principal Amount \$</u>	<u>Interest Rate %</u>	<u>CUSIP No. 511798</u>
2016	\$ 675,000	5.000	BS8
2017	710,000	5.000	BT6
2018	770,000	4.000	BU3
2019	800,000	4.000	BV1
2020	835,000	4.000	BW9
2021	870,000	4.000	BX7
2022	905,000	4.000	BY5
2023	940,000	4.000	BZ2
2024	1,000,000	4.125	CA6
2025	1,020,000	4.125	CB4

Notice is further given that funds necessary to pay the redemption price for each such bond, arising from the investment of the proceeds of sale of certain refunding bonds, will be available at the place of payment on the redemption date and interest on such bonds shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said bonds the principal of and interest accrued thereon to the redemption date.

The Bonds will be due and payable at the following addresses:

Registered/Certified Mail: Wells Fargo Bank, N.A.
Corporate Trust Operations
P.O. Box 1517
Minneapolis, MN 55480-1517

Air Courier: Wells Fargo Bank, N.A.
Corporate Trust Operations
N9303-121
6th & Marquette Avenue
Minneapolis, MN 55479

In Person: Wells Fargo Bank, N.A.
Corporate Trust Operations
Northstar East Building
608 2nd Ave. So., 12th Pl.
Minneapolis, MN

TAX WITHHOLDING

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003, paying agents making payment of principal on municipal securities will be obligated to withhold 28% of the payment of principal to holders who have failed to provide the paying agent with a valid Taxpayer Identification Number. Holders of the above-described securities will avoid such withholding by providing a certified Taxpayer Identification Number when presenting securities for payment.

*No representation is made as to the correctness of the CUSIP numbers indicated in the Redemption Notice or any Bond.

Given by order of the Board of Trustees of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, this ____ day of _____, ____.

WELLS FARGO BANK, NATIONAL ASSOCIATION, Paying Agent

By: _____
Its: _____

Section 7.2. Notice of Defeasance of Refunded Bonds.

The Escrow Agent, in its role as paying agent for the Refunded Bonds, is hereby authorized and directed to i) give notice of the defeasance of the Refunded Bonds to the holders thereof according to the provisions of the Series 2005 Bonds Resolution and to MBIA Insurance Corporation, as insurer of the Refunded Bonds, and ii) to file notice of defeasance of the Refunded Bonds with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system (EMMA) in substantially the following form:

NOTICE OF DEFEASANCE

JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES, STATE OF IDAHO

GENERAL OBLIGATION BONDS, SERIES 2005
DATED December 20, 2005

NOTICE IS HEREBY GIVEN to the holders of the above-described General Obligation Bonds, Series 2005, maturing on August 15 in the years reflected below, in the aggregate amount of \$8,525,000 (the "Refunded Bonds") of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho (the "District"), more particularly described as:

<u>Maturity Date</u> <u>8/15</u>	<u>Principal Amount \$</u>	<u>Interest Rate %</u>	<u>CUSIP No.</u> <u>511798</u>
2016	\$ 675,000	5.000	BS8
2017	710,000	5.000	BT6
2018	770,000	4.000	BU3
2019	800,000	4.000	BV1
2020	835,000	4.000	BW9
2021	870,000	4.000	BX7
2022	905,000	4.000	BY5
2023	940,000	4.000	BZ2
2024	1,000,000	4.125	CA6
2025	1,020,000	4.125	CB4

that money and direct obligations of the United States of America, the principal of and the interest on which when due will be sufficient to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Refunded Bonds as the same mature or upon call for redemption on August 15, 2015, have been deposited in escrow with Wells Fargo Bank, National Association, as Escrow Agent pursuant to an Escrow Agreement between the District and Escrow Agent dated June 13, 2013.

In accordance with the terms of the Resolution of the District pursuant to which the Refunded Bonds were issued, the Refunded Bonds and the interest accrued thereon are deemed to have been paid.

Moneys will be available from the money and from the principal of and interest on such direct obligations of the United States of America held by the Escrow Agent, the undersigned Paying Agent, to pay debt service on the Refunded Bonds as the same becomes due, or upon call for redemption on August 15, 2015, at the price equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, in accordance with their terms and the terms of the Resolution of the District pursuant to which the Refunded Bonds have been issued.

Dated June __, 2013.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, Paying Agent

By: _____
Its: _____

**ARTICLE VIII.
COMPENSATION OF ESCROW AGENT**

By execution hereof the Escrow Agent acknowledges receipt of the sum of \$3,250 for services rendered and to be rendered by it, except for the costs of publishing the notice of redemption, which Issuer agrees to reimburse the Escrow Agent, pursuant to the provisions of this Escrow Agreement in payment of all fees and compensation of the Escrow Agent, and the Escrow Agent expressly acknowledges that it is not entitled to a lien, nor shall it ever assert a lien, on any Escrow Securities or other obligations or money of the Issuer held by it pursuant to this Escrow Agreement. The Escrow Agent hereby agrees that such compensation arrangements have been made to the satisfaction of the Escrow Agent.

**ARTICLE IX.
AMENDMENTS TO THIS ESCROW AGREEMENT**

The Escrow Agent and the Issuer recognize that the owners of the Refunded Bonds have a beneficial interest in the money and the Escrow Securities to be held in the Escrow Account in trust by the Escrow Agent pursuant to this Escrow Agreement. Therefore, this Escrow Agreement shall be subject to revocation or amendment only for the purposes of clarifying an ambiguity in the duties and obligations set forth hereunder, or altering the reporting or other ministerial obligations of the Escrow Agent to the Issuer, *provided* that no such amendment shall permit the Escrow Agent to invest in or deposit in the Escrow Account any obligations other than noncallable direct obligations of the United States of America, and each such amendment shall be accompanied by:

(a) A supplemental verification addressed to the Issuer and the Escrow Agent from an independent firm of certified public accountants, which shall be satisfactory to nationally recognized bond counsel, that the money and Escrow Securities on deposit after the amendment will be sufficient, without any further investment, to effect the refunding of the Refunded Bonds;

(b) An unqualified written legal opinion addressed to the Issuer and the Escrow Agent from nationally recognized bond counsel that such amendment will not cause the interest on the Refunded Bonds or the Series 2013 Bonds to become includible in gross income for federal and state income tax purposes; and

(c) A certificate signed by the Chairman or Vice Chairman of the Board of Trustees for the Issuer confirming that the Issuer has provided the notice of the amendment to the respective rating agencies that rated the Series 2013 Bonds.

No amendment shall be effective unless the same shall be in writing and signed by the parties hereto.

**ARTICLE X.
NOTIFICATION OF DEFICIENCY**

The Escrow Agent shall give the Issuer prompt notice if the Escrow Agent shall determine there are or will be insufficient money or Escrow Securities to make the payments specified in Section 4.2 hereof, and the Issuer shall deposit with the Escrow Agent additional sums of money required to correct such deficiencies. Escrow Agent shall not in any manner be responsible for insufficiency of funds in the Escrow Account, for the failure of Escrow Securities to provide amounts sufficient to pay Refunded Bonds or any failure of the obligors of the Escrow Securities to make timely payments thereon.

**ARTICLE XI.
SUCCESSOR ESCROW AGENT**

The obligations assumed by the Escrow Agent pursuant to this Escrow Agreement may be transferred by the Escrow Agent to a successor if (a) the Escrow Agent has presented evidence satisfactory to the Issuer and its bond counsel that the successor meets the requirements of Idaho Code Section 57-504, as now in effect or hereafter amended; (b) the successor has assumed all the obligations of the Escrow Agent under this Escrow Agreement; and (c) all the Escrow Securities and money then held by the Escrow Agent pursuant to this Escrow Agreement have been duly transferred to such successor.

Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as Escrow Agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Bond or the Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

ARTICLE XII. INDEMNIFICATION

To the extent permitted by law, the Issuer hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, and employees, from and against any and all liabilities, obligations, losses, damages penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement (including without limitation, actions taken in connection with Section 4.6 hereof), the establishment hereunder of the Escrow Account, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant hereto, the retention of such securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective successors, assigns, agents and employees or the material breach by the Escrow Agent of the terms of this Escrow Agreement. In no event shall the Issuer or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this ARTICLE XII. The indemnities contained in this ARTICLE XII shall survive the termination of this Escrow Agreement.

The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer of any of its obligations, or to protect any of the Issuer's rights under any bond proceeding or any of the Issuer's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, or for any mistake of fact or law, or for anything which it may do or refrain from doing, except for its negligence, willful misconduct, or its default in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

If the Escrow Agent renders any service hereunder not provided for in this Escrow Agreement, or the Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or institutes interpleader proceedings relative hereto, the Escrow Agent shall be compensated reasonably by the Issuer for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties and expenses, including out-of-pocket and incidental expenses and legal fees and expenses occasioned thereby.

Recitals herein and in the Series 2013 Bond Resolution shall be taken as statements of the Issuer and not considered as made by, or imposing obligations or liability upon, the Escrow Agent.

**ARTICLE XIII.
MISCELLANEOUS**

In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. If any portion of this Escrow Agreement is amended, severed or revoked, the Issuer agrees to notify and provide draft copies of any amendatory documents to any rating agency with a current rating on the Series 2013 Bonds prior to such action.

Execution of this Escrow Agreement by the Escrow Agent shall constitute written acknowledgment by the Escrow Agent of its receipt from the Issuer of all monies and Escrow Securities to be deposited into the Escrow Account specified herein.

This Escrow Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same Escrow Agreement.

This Escrow Agreement shall be governed by the laws of the State of Idaho.

Dated as of the day and year first above written.

JOINT SCHOOL DISTRICT NO. 272
(LAKELAND), KOOTENAI AND BONNER
COUNTIES, STATE OF IDAHO

By: _____
Chairman, Board of Trustees

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Vice President

ATTACHMENT I
ESCROW SECURITIES

Purchased with Proceeds of Series 2013 Bonds

<u>Description</u>	<u>Maturity Date</u>	<u>Par\$</u>	<u>Rate%</u>	<u>First Interest Payment Date</u>
T-Note	08/15/2015	8,513,000.00	4.25	08/15/2013

Total Par: 8,513,000.00

Cost of Escrow Securities: 9,357,915.09

Cash Deposit: 931.25

Total Escrow Cost: 9,358,846.34

ATTACHMENT II
VERIFICATION REPORT

ESCROW AGREEMENT

between

JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES, STATE OF IDAHO

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Escrow Agent

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Dated as of June ~~22~~, 13, 2013

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**JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES, STATE OF IDAHO**

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of June ~~—~~, 13, 2013, by and between Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho (the “Issuer”) and Wells Fargo Bank, National Association (the “Escrow Agent”).

**ARTICLE I.
RECITALS**

The Issuer is desirous of paying, redeeming and retiring certain outstanding bonds which shall be accomplished pursuant to the provisions of this Escrow Agreement and the provisions of the Bond Resolution adopted by the Issuer on May ~~—~~, 30, 2013 (the “Series 2013 Bond Resolution”). Pursuant to the Series 2013 Bond Resolution, the Issuer has determined to redeem and pay the principal of and interest on the Refunded Bonds (hereinafter defined) on the Redemption Date as hereinafter set forth out of the proceeds of the sale of its Series 2013 Bonds (hereinafter defined). The Issuer has irrevocably pledged to redeem and retire the Refunded Bonds. Such payment, redemption and retirement shall be irrevocable upon the delivery of the Series 2013 Bonds.

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Reference is hereby made to the Series 2013 Bond Resolution for the provisions of the plan of refunding the Refunded Bonds.

The Issuer has caused to be delivered to the Escrow Agent statements setting forth the interest payment schedules and maturity schedules of the Refunded Bonds by amount, date of maturity and interest rates, the amount of interest to be paid on each semiannual interest payment date and the amount of the principal to be paid on the date that the Refunded Bonds are to be redeemed, and by execution of this Escrow Agreement, the Escrow Agent acknowledges receipt of such statements.

**ARTICLE II.
DEFINITIONS**

All terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Series 2013 Bond Resolution. For all purposes of this Escrow Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

“Escrow Account” means the Escrow Account on deposit with the Escrow Agent created hereunder for the purpose of refunding the Refunded Bonds.

“Escrow Agent” means Wells Fargo Bank, National Association.

“Escrow Agreement” means this agreement by and between the Issuer and the Escrow Agent providing for the refunding and redemption of the Refunded Bonds.

“Escrow Securities” means direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America.

“Issuer” means Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho.

“Redemption Date” means August 15, 2015.

“Refunded Bonds” means the refunded Series 2005 Bonds as specifically described in Article III hereof.

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“Series 2005 Bonds” means the \$9,770,000 General Obligation Bonds, Series 2005 of the District, dated December 20, 2005.

“Series 2005 Bonds Resolution” means the resolution of the District adopted on December 7, 2005, authorizing the Series 2005 Bonds.

“Series 2013 Bonds” means the \$~~8,490,000~~ principal amount of General Obligation Refunding Bonds, Series 2013, authorized to be issued under the Series 2013 Bond Resolution.

“Series 2013 Bond Resolution” means the Resolution of the Issuer authorizing the issuance of the Series 2013 Bonds and the refunding of the Refunded Bonds, which Resolution was adopted on May 30, 2013.

“Written Certificate and Request” has the meaning set forth in the Series 2013 Bonds Resolution.

ARTICLE III. MATURITIES AND REDEMPTION PROVISIONS

Section 3.1. Refunded Bonds.

The Refunded Bonds totaling \$8,525,000 are subject to redemption on or after August 15, 2015, on any date, at the par amount thereof, plus accrued interest to the date of redemption. The Refunded Bonds mature and bear interest as follows:

Maturity Date <u>8/15</u>	Principal Amount \$	Interest Rate %	CUSIP No. <u>511798</u>
2016	\$ 675,000	5.000	BS8
2017	710,000	5.000	BT6
2018	770,000	4.000	BU3
2019	800,000	4.000	BV1
2020	835,000	4.000	BW9
2021	870,000	4.000	BX7
2022	905,000	4.000	BY5
2023	940,000	4.000	BZ2
2024	1,000,000	4.125	CA6
2025	1,020,000	4.125	CB4

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**ARTICLE IV.
PLAN OF REFUNDING FOR THE REFUNDED BONDS**

Section 4.1. Receipt of Funds.

The Escrow Agent will receive via wire transfer from Seattle Northwest Securities Corp., as underwriter on behalf of the Issuer, a portion of the proceeds of the Series 2013 Bonds in the amount of \$ ~~_____~~ \$9,408,661.80 (the "Bond Proceeds"), as shall be additionally specified in one or more Written Certificate and Request(s) pursuant to the Series 2013 Bond Resolution.

The Escrow Agent will credit \$ ~~_____~~ \$9,358,846.34 of the Bond Proceeds to the Escrow Account. The Escrow Agent will apply \$ ~~_____~~ \$9,357,915.09 from the Escrow Account to the purchase of the Escrow Securities described in Attachment I hereto, and the Escrow Agent will retain the remaining \$ ~~_____~~ \$931.25 cash in the Escrow Account.

The Escrow Agent will credit \$ ~~_____~~ \$49,815.46 of the Bond Proceeds to the Cost of Issuance Fund to be disbursed in accordance with Article V hereof.

Section 4.2. Deposit of Escrow Securities Into the Escrow Account.

The Escrow Agent will establish the Escrow Account and will hold the Escrow Account separate and apart from all other funds and accounts held by the Escrow Agent. Simultaneously with the delivery of the Series 2013 Bonds, the Issuer will cause to be deposited irrevocably into the Escrow Account, for the security and benefit of the owners of the Refunded Bonds, the Escrow Securities, including cash, as described in Attachment I.

The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the Issuer the right to receive brokerage confirmations of the security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Issuer periodic cash transaction statements that include the detail for all investment transactions made by the Escrow Agent hereunder.

Section 4.3. Disbursements By Escrow Agent.

The Escrow Agent shall present for payment on the due dates thereof the Escrow Securities and shall apply the proceeds derived therefrom in accordance with the provisions of this Escrow Agreement to pay interest accruing on the Refunded Bonds on the interest payment dates thereof to and including the Redemption Date, in accordance with the Verification Report attached as Attachment II hereto (the "Verification Report").

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On or before the Redemption Date, the Escrow Agent, in its capacity as paying agent for the Refunded Bonds, shall present for payment on the due dates thereof the Escrow Securities and shall apply the proceeds derived therefrom to timely redeem and retire the Refunded Bonds, at the price equal to the par amount thereof, together with the interest accrued thereon, from the preceding interest payment date, in accordance with the Verification Report.

Section 4.4. Escrow Securities.

The Escrow Securities (described in Attachment I hereto), as such may be substituted pursuant to this Escrow Agreement, shall mature not later than the date needed to redeem and/or pay the interest accruing on the Refunded Bonds and will be sufficient to redeem and retire all of the Refunded Bonds on the Redemption Date.

Section 4.5. Safekeeping of the Escrow Securities.

All Escrow Securities, money and investment income deposited with or received by the Escrow Agent pursuant to ARTICLE IV shall be subject to the trust created by this Escrow Agreement and irrevocably pledged only for the Refunded Bonds' debt service, and the Escrow Agent shall be liable for the safekeeping thereof. All money deposited with the Escrow Agent or received by the Escrow Agent as maturing principal or interest on the Escrow Securities prior to the times the Escrow Agent is required to make the payments hereinbefore set forth shall be held by the Escrow Agent and shall not be reinvested.

All income derived from the Escrow Securities and any money deposited with the Escrow Agent pursuant to Section 4.2 of this Escrow Agreement that is not required to make the payments hereinbefore required to be made shall be paid to the Issuer for the credit of the Bond Account under the Series 2013 Bond Resolution, upon payment in full of the Refunded Bonds.

Section 4.6. Substitution of the Escrow Securities; Reinvestment.

The Issuer has reserved the right to request the Escrow Agent to substitute higher yielding direct noncallable obligations of the United States for investments in the Escrow Account in the event it may do so pursuant to Section 103 of the Code, provided that at all times the money and Escrow Securities in the Escrow Account shall be sufficient, without any further investment, to refund and retire the Refunded Bonds. Prior to each such substitution, the Issuer will obtain:

(a) A supplemental verification addressed to the Issuer and the Escrow Agent from an independent firm of certified public accountants, which shall be satisfactory to nationally recognized bond counsel, that the money and Escrow Securities on deposit after such substitution will be sufficient, without any further investment, to effect the refunding of the Refunded Bonds and that such substitute Escrow Securities are noncallable; and

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(b) An unqualified written legal opinion addressed to the Issuer and the Escrow Agent from nationally recognized bond counsel that such substitution will not cause the interest on the Refunded Bonds and the Series 2013 Bonds to become includible in gross income for federal and state income tax purposes.

The Escrow Agent shall reinvest, to the extent possible at the written direction of an officer of the Issuer, the proceeds received upon maturity of the Escrow Securities listed in Attachment I which are not required to pay the Refunded Bonds on such date, or accrued interest thereon, in Escrow Securities that are state and local government series securities ("SLGS") or if SLGS are not available in other Escrow Securities in compliance with promulgations by the U.S. Treasury. The Escrow Agent shall purchase the SLGS for the account of the Issuer directly from the United States Government at the written direction of the Issuer. The Issuer agrees to comply with Part 344 of title 31, Code of Federal Regulations and with such other regulations of the United States Treasury, Bureau of Public Debt as are from time to time in effect in subscribing for and purchasing such SLGS, including without limitation requirements with respect to submitting subscriptions to a Federal Reserve Bank or Branch in advance (currently between 60 and 15 days in advance) of the date of purchase of the SLGS.

The Escrow Agent shall not otherwise invest surplus cash which it holds from time to time in the Escrow Account unless it receives written direction from an authorized officer of the Issuer, it receives an opinion of the Issuer's bond counsel as to the legality of any such investment and its effect, if any, on the exclusion of the interest on the Series 2013 Bonds from gross income for federal income tax purposes and it makes such investment in accordance with the provisions of this Section.

The Escrow Agent shall not be responsible or liable for any diminution of the funds held in the Escrow Account that may result from any actions taken pursuant to the written direction of Issuer under this Escrow Agreement, particularly this Section 4.6, including any losses on any investment required to be liquidated prior to maturity in order to make a payment or distribution.

Section 4.7. Surplus Money.

If at any time during the term of the escrow created pursuant to this Escrow Agreement there should be Escrow Securities and/or money held by the Escrow Agent in excess of that required to make all remaining payments described in Section 4.3 hereof, when due, considering the interest to be earned on such Escrow Securities and the Issuer submits written requests that such surplus obligations or the proceeds thereof or such surplus money be returned by the Escrow Agent to the Issuer, the Escrow Agent shall do so forthwith; *provided however*, that prior to requesting any such transfer, the Issuer shall have furnished to the Escrow Agent:

(a) A supplemental verification addressed to the Issuer and the Escrow Agent from an independent firm of certified public accountants, which shall be satisfactory to nationally recognized bond counsel, that the money and Escrow Securities on deposit after such transfer will be sufficient, without any further investment, to effect the refunding of the Refunded Bonds; and 27

(b) An unqualified written legal opinion addressed to the Issuer and the Escrow Agent from nationally recognized bond counsel that such transfer will not cause the interest on the Refunded Bonds and the Series 2013 Bonds to become includible in gross income for federal and state income tax purposes.

Notwithstanding any provision of this Section 4.7 to the contrary, any money remaining on deposit with the Escrow Agent after the payment and retirement in full of the Refunded Bonds shall be transferred to the Issuer for deposit into the Bond Account under the Series 2013 Bond Resolution.

ARTICLE V. PAYMENT OF THE COSTS OF ISSUANCE

The Issuer has established under the Series 2013 Bonds Resolution an account designated the "Cost of Issuance Fund" to be held by the Escrow Agent on behalf of the Issuer. Upon delivery of the Series 2013 Bonds and receipt of Bond Proceeds pursuant to Section 4.1 hereof, the Escrow Agent shall deposit \$ ~~_____~~ \$49,815.46 of such Bond Proceeds into the Cost of Issuance Fund to pay the costs of issuing the Series 2013 Bonds up to such amount. As directed in a Written Certificate and Request by the Issuer, the Escrow Agent shall disburse monies from the Cost of Issuance Fund upon receipt of invoices for payment. Pending payment of all costs of issuance, the monies held in the Cost of Issuance Fund shall be invested by the Escrow Agent in investments as may be directed in writing by the Issuer, which shall be investments permitted under Section 67-1210, Idaho Code, with any interest received on such investments to remain in the Cost of Issuance Fund. After payment of all costs of issuance or no later than July-31, 2013, any excess monies remaining in the Cost of Issuance Fund shall be transferred promptly by the Escrow Agent to the Issuer for deposit into the Bond Account under the Bond Resolution.

ARTICLE VI.
DUTIES AND OBLIGATIONS OF THE ESCROW AGENT

The duties and obligations of the Escrow Agent shall be prescribed by the provisions of this Escrow Agreement, and the Escrow Agent shall not be liable except for the performance of its duties and obligations as specifically set forth herein and to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by such Escrow Agent other than those specified herein.

The Escrow Agent makes no representation as to value, condition or sufficiency of the Escrow Account, or as to the title of the Issuer thereto, or as to the security afforded hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any such matters.

The Escrow Agent may consult with counsel of its choice and the opinion of such counsel shall be full and complete authorization and protection with respect to any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

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Nothing contained herein shall require the Escrow Agent to advance its own funds or otherwise incur direct financial liability to carry out its obligations hereunder or to exercise any of its rights or powers hereunder. If there are any difficulties in payment of the Refunded Bonds, the Escrow Agent shall notify the Issuer in writing.

Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing.

ARTICLE VII.
NOTICES OF REDEMPTION AND DEFEASANCE

Section 7.1. Notice of Redemption of Refunded Bonds.

The Refunded Bonds will be irrevocably called for redemption on the Redemption Date. Notice of redemption for the Refunded Bonds will be given by the Escrow Agent, in its capacity as paying agent for the Refunded Bonds, as provided in the Series 2005 Bonds Resolution, in substantially the following form:

NOTICE OF REDEMPTION

JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES, STATE OF IDAHO

GENERAL OBLIGATION BONDS, SERIES 2005
DATED December 20, 2005

Notice is hereby given that Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, has called and does hereby call for redemption on August 15, 2015, its General Obligation Bonds, Series 2005, dated as of December 20, 2005, maturing on and after August 15 of the years set forth below, at the Redemption Price equal to 100% of the principal amount of each bond so redeemed, plus accrued interest to the date fixed for redemption.

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The principal amounts and rates of the bonds to be so redeemed are as follows:

<u>Maturity Date 8/15</u>	<u>Principal Amount \$</u>	<u>Interest Rate %</u>	<u>CUSIP No. 511798</u>
2016	\$ 675,000	5.000	BS8
2017	710,000	5.000	BT6
2018	770,000	4.000	BU3
2019	800,000	4.000	BV1
2020	835,000	4.000	BW9
2021	870,000	4.000	BX7
2022	905,000	4.000	BY5
2023	940,000	4.000	BZ2
2024	1,000,000	4.125	CA6
2025	1,020,000	4.125	CB4

Notice is further given that funds necessary to pay the redemption price for each such bond, arising from the investment of the proceeds of sale of certain refunding bonds, will be available at the place of payment on the redemption date and interest on such bonds shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said bonds the principal of and interest accrued thereon to the redemption date.

The Bonds will be due and payable at the following addresses:

Registered/Certified Mail: Wells Fargo Bank, N.A.
Corporate Trust Operations

P.O. Box 1517
Minneapolis, MN 55480-1517

Air Courier: Wells Fargo Bank, N.A.
Corporate Trust Operations
N9303-121
6th & Marquette Avenue
Minneapolis, MN 55479

In Person: Wells Fargo Bank, N.A.
Corporate Trust Operations
Northstar East Building
608 2nd Ave. So., 12th Pl.
Minneapolis, MN

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TAX WITHHOLDING

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003, paying agents making payment of principal on municipal securities will be obligated to withhold 28% of the payment of principal to holders who have failed to provide the paying agent with a valid Taxpayer Identification Number. Holders of the above-described securities will avoid such withholding by providing a certified Taxpayer Identification Number when presenting securities for payment.

*No representation is made as to the correctness of the CUSIP numbers indicated in the Redemption Notice or any Bond.

Given by order of the Board of Trustees of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, this ____ day of _____, ____.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, Paying Agent

By: _____
Its: _____

Section 7.2. Notice of Defeasance of Refunded Bonds.

The Escrow Agent, in its role as paying agent for the Refunded Bonds, is hereby authorized and directed to i) give notice of the defeasance of the Refunded Bonds to the holders thereof according to the provisions of the Series 2005 Bonds Resolution and to MBIA Insurance Corporation, as insurer of the Refunded Bonds, and ii) to file notice of defeasance of the

Refunded Bonds with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system (EMMA) in substantially the following form:

NOTICE OF DEFEASANCE

JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES, STATE OF IDAHO

GENERAL OBLIGATION BONDS, SERIES 2005
DATED December 20, 2005

NOTICE IS HEREBY GIVEN to the holders of the above-described General Obligation Bonds, Series 2005, maturing on August 15 in the years reflected below, in the aggregate amount of \$8,525,000 (the "Refunded Bonds") of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho (the "District"), more particularly described as:

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Maturity Date <u>8/15</u>	Principal Amount \$	Interest Rate %	CUSIP No. <u>511798</u>
2016	\$ 675,000	5.000	BS8
2017	710,000	5.000	BT6
2018	770,000	4.000	BU3
2019	800,000	4.000	BV1
2020	835,000	4.000	BW9
2021	870,000	4.000	BX7
2022	905,000	4.000	BY5
2023	940,000	4.000	BZ2
2024	1,000,000	4.125	CA6
2025	1,020,000	4.125	CB4

that money and direct obligations of the United States of America, the principal of and the interest on which when due will be sufficient to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Refunded Bonds as the same mature or upon call for redemption on August 15, 2015, have been deposited in escrow with Wells Fargo Bank, National Association, as Escrow Agent pursuant to an Escrow Agreement between the District and Escrow Agent dated June ~~12~~, 13, 2013.

In accordance with the terms of the Resolution of the District pursuant to which the Refunded Bonds were issued, the Refunded Bonds and the interest accrued thereon are deemed to have been paid.

Moneys will be available from the money and from the principal of and interest on such direct obligations of the United States of America held by the Escrow Agent, the undersigned Paying Agent, to pay debt service on the Refunded Bonds as the same becomes due, or upon call for redemption on August 15, 2015, at the price equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, in accordance with their terms and the terms of the Resolution of the District pursuant to which the Refunded Bonds have been issued.

Dated June __, 2013.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, Paying Agent

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By: _____
Its: _____

**ARTICLE VIII.
COMPENSATION OF ESCROW AGENT**

By execution hereof the Escrow Agent acknowledges receipt of the sum of ~~\$ _____~~ \$3,250 for services rendered and to be rendered by it, except for the costs of publishing the notice of redemption, which Issuer agrees to reimburse the Escrow Agent, pursuant to the provisions of this Escrow Agreement in payment of all fees and compensation of the Escrow Agent, and the Escrow Agent expressly acknowledges that it is not entitled to a lien, nor shall it ever assert a lien, on any Escrow Securities or other obligations or money of the Issuer held by it pursuant to this Escrow Agreement. The Escrow Agent hereby agrees that such compensation arrangements have been made to the satisfaction of the Escrow Agent.

**ARTICLE IX.
AMENDMENTS TO THIS ESCROW AGREEMENT**

The Escrow Agent and the Issuer recognize that the owners of the Refunded Bonds have a beneficial interest in the money and the Escrow Securities to be held in the Escrow Account in trust by the Escrow Agent pursuant to this Escrow Agreement. Therefore, this Escrow Agreement shall be subject to revocation or amendment only for the purposes of clarifying an ambiguity in the duties and obligations set forth hereunder, or altering the reporting or other ministerial obligations of the Escrow Agent to the Issuer, *provided* that no such amendment shall permit the Escrow Agent to invest in or deposit in the Escrow Account any obligations other than noncallable direct obligations of the United States of America, and each such amendment shall be accompanied by:

(a) A supplemental verification addressed to the Issuer and the Escrow Agent from an independent firm of certified public accountants, which shall be satisfactory to nationally recognized bond counsel, that the money and Escrow Securities on deposit after the amendment will be sufficient, without any further investment, to effect the refunding of the Refunded Bonds;

(b) An unqualified written legal opinion addressed to the Issuer and the Escrow Agent from nationally recognized bond counsel that such amendment will not cause the interest on the Refunded Bonds or the Series 2013 Bonds to become includible in gross income for federal and state income tax purposes; and

(c) A certificate signed by the Chairman or Vice Chairman of the Board of Trustees for the Issuer confirming that the Issuer has provided the notice of the amendment to the respective rating agencies that rated the Series 2013 Bonds.

No amendment shall be effective unless the same shall be in writing and signed by the parties hereto.

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ARTICLE X. NOTIFICATION OF DEFICIENCY

The Escrow Agent shall give the Issuer prompt notice if the Escrow Agent shall determine there are or will be insufficient money or Escrow Securities to make the payments specified in Section 4.2 hereof, and the Issuer shall deposit with the Escrow Agent additional sums of money required to correct such deficiencies. Escrow Agent shall not in any manner be responsible for insufficiency of funds in the Escrow Account, for the failure of Escrow Securities to provide amounts sufficient to pay Refunded Bonds or any failure of the obligors of the Escrow Securities to make timely payments thereon.

ARTICLE XI. SUCCESSOR ESCROW AGENT

The obligations assumed by the Escrow Agent pursuant to this Escrow Agreement may be transferred by the Escrow Agent to a successor if (a) the Escrow Agent has presented evidence satisfactory to the Issuer and its bond counsel that the successor meets the requirements of Idaho Code Section 57-504, as now in effect or hereafter amended; (b) the successor has assumed all the obligations of the Escrow Agent under this Escrow Agreement; and (c) all the Escrow Securities and money then held by the Escrow Agent pursuant to this Escrow Agreement have been duly transferred to such successor.

Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as Escrow Agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Bond or the Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

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ARTICLE XII. INDEMNIFICATION

To the extent permitted by law, the Issuer hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, and employees, from and against any and all liabilities, obligations, losses, damages penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement (including without limitation, actions taken in connection with Section 4.6 hereof), the establishment hereunder of the Escrow Account, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant hereto, the retention of such securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective successors, assigns, agents and employees or the material breach by the Escrow Agent of the terms of this Escrow Agreement. In no event shall the Issuer or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this ARTICLE XII. The indemnities contained in this ARTICLE XII shall survive the termination of this Escrow Agreement.

The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer of any of its obligations, or to protect any of the Issuer's rights under any bond proceeding or any of the Issuer's other contracts

with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, or for any mistake of fact or law, or for anything which it may do or refrain from doing, except for its negligence, willful misconduct, or its default in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

If the Escrow Agent renders any service hereunder not provided for in this Escrow Agreement, or the Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or institutes interpleader proceedings relative hereto, the Escrow Agent shall be compensated reasonably by the Issuer for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties and expenses, including out-of-pocket and incidental expenses and legal fees and expenses occasioned thereby.

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Recitals herein and in the Series 2013 Bond Resolution shall be taken as statements of the Issuer and not considered as made by, or imposing obligations or liability upon, the Escrow Agent.

ARTICLE XIII. MISCELLANEOUS

In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. If any portion of this Escrow Agreement is amended, severed or revoked, the Issuer agrees to notify and provide draft copies of any amendatory documents to any rating agency with a current rating on the Series 2013 Bonds prior to such action.

Execution of this Escrow Agreement by the Escrow Agent shall constitute written acknowledgment by the Escrow Agent of its receipt from the Issuer of all monies and Escrow Securities to be deposited into the Escrow Account specified herein.

This Escrow Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same Escrow Agreement.

This Escrow Agreement shall be governed by the laws of the State of Idaho.

Dated as of the day and year first above written.

JOINT SCHOOL DISTRICT NO. 272
(LAKELAND), KOOTENAI AND BONNER
COUNTIES, STATE OF IDAHO

By: _____
Chairman, Board of Trustees

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Vice President

ATTACHMENT I
ESCROW SECURITIES

Purchased with Proceeds of Series 2013 Bonds

<u>Description</u>	<u>Maturity Date</u>	<u>Par\$</u>	<u>Rate%</u>	<u>First Interest Payment Date</u>
<u>T-Note</u>	<u>08/15/2015</u>	<u>8,513,000.00</u>	<u>4.25</u>	<u>08/15/2013</u>

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Total Par:	— <u>\$8,513,000.00</u>
Cost of Escrow Securities:	— <u>\$9,357,915.09</u>
Cash Deposit:	— <u>931.25</u>
Total Escrow Cost:	— <u>\$9,358,846.34</u>

ATTACHMENT II
VERIFICATION REPORT

JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES,
STATE OF IDAHO

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Resolution Authorizing the Issuance and Sale of
~~\$~~ \$8,490,000 General Obligation Refunding Bonds, Series 2013

Adopted May 30, 2013

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RESOLUTION

A Resolution authorizing the issuance and confirming the sale of ~~\$~~ \$8,490,000 General Obligation Refunding Bonds, Series 2013, of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, and providing for related matters.

WHEREAS, Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho (the "District") previously issued its \$9,770,000 General Obligation Bonds, Series 2005 (the "Series 2005 Bonds"), all of which are outstanding as of the date hereof;

WHEREAS, pursuant to Section 33-1116, Idaho Code, the District has determined that the Series 2005 Bonds maturing on August 15, 2016, through August 15, 2025, inclusive, in the aggregate principal amount of \$8,525,000 (the "Refunded Bonds") can be refunded with profit and advantage to the District and without creating any additional indebtedness or liability, and therefore the District desires to authorize and issue its General Obligation Refunding Bonds, Series 2013 in the principal amount of ~~\$~~ \$8,490,000 (the "Series 2013 Bonds" or "Bonds"), the proceeds of which will be used to refund the Refunded Bonds and to pay the costs of issuance thereof;

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WHEREAS, there has been presented to the Board of Trustees of the District (the "Board") a proposed form of Bond Purchase Agreement between the District and Seattle-Northwest Securities Corporation (the "Purchaser") contemplating the negotiated sale of the Series 2013 Bonds;

WHEREAS, pursuant to Section 57-215, Idaho Code, the District's Notice of Negotiated Private Bond Sale was published on May ~~—~~ 25, 2013, in the Coeur d'Alene Press, a newspaper published in the District, and the District desires to sell the Bonds to the Purchaser pursuant to the Bond Purchase Agreement; and

WHEREAS, the Board desires to provide for the details of the Bonds and the payment thereof.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board as follows:

ARTICLE I DEFINITIONS

101. Definitions. As used in this Bond Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

“Act” means collectively chapter 11 of Title 33 and chapters 2, 5 and 9 of Title 57, Idaho Code, as amended.

“Board” means the Board of Trustees of the District.

“Bond Account” means the Bond Account established in Section 210 hereof.

“Bond Counsel” means Hawley Troxell Ennis & Hawley LLP, or another 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.

“Bondholder” or “Holder” means the Registered Owner of any Bond as shown in the registration books of the District kept by the Bond Registrar for such purpose.

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“Bond Purchase Agreement” means the agreement relating to the purchase and sale of the Bonds as described in Section 208.

“Bond Register” means the registration records of the District, maintained by the Paying Agent, on which shall appear the names and addresses of the Holders of the Series 2013 Bonds.

“Bond Registrar” means each Person appointed by the District as bond registrar and agent for the transfer, exchange and authentication of the Bonds. Pursuant to Section 206 hereof the initial Bond Registrar is Wells Fargo Bank, National Association.

“Bond Resolution” means this Resolution of the District adopted on May 30, 2013, authorizing the issuance and confirming the sale of the Bonds.

“Bonds” or “Series 2013 Bonds” means the \$ ~~_____~~ \$8,490,000 General Obligation Refunding Bonds, Series 2013, authorized by this Bond Resolution.

“Business Day” means any day other than (i) a Saturday, Sunday or legal holiday, or (ii) a day on which the Paying Agent is authorized by law to close.

“Cede & Co.” means the nominee of DTC, and any successor nominee of DTC with respect to the Bonds pursuant to Section 401 hereof.

“Code” means the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the Regulations promulgated thereunder.

“Cost of Issuance Fund” means the Cost of Issuance Fund established in Section 210 hereof.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“DTC Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“District” means Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho.

“Escrow Account” means the Escrow Account established in the Escrow Agreement.

“Escrow Agent” means Wells Fargo Bank, National Association, as escrow agent under the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement between the District and the Escrow Agent, as authorized in Section 212 hereof.

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“Escrow Securities” shall mean direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America.

“Exchange Bond” means any Exchange Bond as defined in Section 209 hereof.

“Information Reporting Agreement” means the undertaking to be delivered by the District in compliance with SEC Rule 15c2-12.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which DTC holds bonds as securities depository.

“Paying Agent” means each Person appointed by the District as paying agent with respect to the Bonds. Pursuant to Section 206 hereof the initial Paying Agent is Wells Fargo Bank, National Association.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“Purchaser” means Seattle-Northwest Securities Corporation, Boise, Idaho, the initial purchaser of the Bonds from the District.

“Record Date” means (a) in the case of each interest payment date, the close of business on the fifteenth day preceding the interest payment date and if not a Business Day, the next preceding day that is a Business Day, and (b) in the case of redemption, if applicable, such record date as shall be specified by the Bond Registrar in the notice of redemption, provided that such record date shall be not less than 15 calendar days before the mailing of such notice of redemption.

“Redemption Date” has the meaning set forth in Section 213 of this Bond Resolution.

“Refunded Bonds” means Series 2005 Bonds in the principal amount of \$8,525,000 authorized to be refunded in this Resolution and maturing on August 15 of each year as follows:

Maturity Date	Principal Amount \$	Interest Rate %	CUSIP No.
<u>8/15</u>	<u>Amount \$</u>	<u>Rate %</u>	<u>511798</u>
2016	\$ 675,000	5.000	BS8
2017	710,000	5.000	BT6
2018	770,000	4.000	BU3
2019	800,000	4.000	BV1
2020	835,000	4.000	BW9
2021	870,000	4.000	BX7
2022	905,000	4.000	BY5
2023	940,000	4.000	BZ2
2024	1,000,000	4.125	CA6
2025	1,020,000	4.125	CB4

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“Registered Owner” means the person(s) in whose name or names the Bonds shall be registered in the Bond Register maintained by the Paying Agent in accordance with the terms of the Bond Resolution.

“Regulations” means the treasury regulations promulgated under the Code and those provisions of the treasury regulations originally promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, which remain in effect under the Code.

“Representations Letter” means the District’s Blanket Letter of Representations dated May 23, 2012, currently on file with DTC and referenced under Section 402 of this Bond Resolution.

“Rule 15c2-12” means Rule 15c2-12, as amended, promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

“SEC” means the Securities and Exchange Commission.

“Securities Depository” means DTC, or any successor securities depository appointed pursuant to Article IV.

“Series 2005 Bonds” means the \$9,770,000 General Obligation Bonds, Series 2005 of the District, dated December 20, 2005.

“Series 2005 Bonds Resolution” means Resolution No. 2005-8 of the District adopted on December 7, 2005, authorizing the Series 2005 Bonds.

“Series 2013 Bonds” or “Bonds” means the ~~\$~~ \$8,490,000 General Obligation Refunding Bonds, Series 2013, authorized by this Bond Resolution.

“Tax Certificate” means any agreement or certificate of the District which the District executes in order to establish and assure the tax-exempt status of interest received on the Bonds.

“United States” means the government of the United States of America.

“Written Certificate and Request” means an instrument in writing signed on behalf of the District by a duly authorized officer thereof.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms as used in this Bond Resolution refer to this Bond Resolution.

102. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

ARTICLE II
AUTHORIZATION, TERMS, SALE AND ISSUANCE OF BONDS,
REFUNDING AND PAYING AGENT PROVISIONS

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201. Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in this Bond Resolution, a series of general obligation refunding bonds of the District is hereby authorized to be issued. Such series of Bonds shall be designated “General Obligation Refunding Bonds, Series 2013” and issued in the principal amount of ~~§~~ \$8,490,000. The Bonds shall be issued in fully registered form only, without coupons.

202. Purpose. The Bonds are hereby authorized to be issued for the purpose of providing funds with which to refund the Refunded Bonds and to pay the costs of the Bonds.

203. Issue Date. The Bonds shall be dated as of the date of their delivery.

204. Bond Details, Amortization Plan.

(a) The Bonds shall be issued in the form of serial bonds maturing on the dates and in the amounts as indicated below. The Bonds bear interest at the rates indicated below (calculated on the basis of a year of 360 days and twelve 30-day months) from the date of their delivery, payable August ~~15~~, 2013, and semiannually thereafter on February 15 and August 15 in each year until their respective dates of maturity or prior redemption:

<u>Due</u> <u>August 15</u>	<u>Principal</u> <u>Amount \$</u>	<u>Interest</u> <u>Rate %</u>
2014 3	<u>100,000</u>	<u>2.00</u>
2015		
2016	<u>680,000</u>	<u>4.00</u>
2017	<u>705,000</u>	<u>4.00</u>
2018	<u>760,000</u>	<u>4.00</u>
2019	<u>790,000</u>	<u>4.00</u>
2020	<u>825,000</u>	<u>4.00</u>
2021	<u>855,000</u>	<u>4.00</u>
2022	<u>890,000</u>	<u>4.00</u>
2023	<u>925,000</u>	<u>3.00</u>
2024	<u>975,000</u>	<u>3.00</u>
2025	<u>985,000</u>	<u>3.00</u>

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(b) Accrual of Interest. Each Bond shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless it is registered and authenticated as of an interest payment date, in which event it shall bear interest from the date thereof, or unless it is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from its date, or unless, as shown by the records of the Bond Registrar, interest on the Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. The Bond Registrar shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form of the Bond Registrar's certificate of authentication on each Bond. To the extent permitted by law, the Bonds shall bear interest on overdue principal at the aforesaid respective rates.

205. Denominations and Numbers. The Bonds shall be issued as fully registered bonds, without coupons, in the denomination of \$5,000, or any integral multiple thereof, not exceeding the amount of each maturity. The Bonds shall be numbered from one (1) upward in order of issuance with the prefix "R" preceding each number.

206. Paying Agent and Bond Registrar. Wells Fargo Bank, National Association, is hereby appointed the Paying Agent and Bond Registrar for the Bonds. The District may remove any Paying Agent and any Bond Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Bond Resolution by executing and delivering to the District a written acceptance thereof. The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of and premium, if any, of the Bonds shall be payable when due to the Holder of each Bond at the designated corporate trust office of the Paying Agent. Payment of interest on each

Bond shall be made to the Person which, as of the Record Date, is the Holder of the Bond and shall be made by check or draft mailed to the Person which, as of the Record Date, is the Holder of the Bond, at the address of such Holder as it appears on the registration books of the District kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Holder on or prior to the Record Date.

207. Optional Redemption. The Bonds are subject to optional redemption as follows:

(a) The Bonds maturing on or prior to August 15, 2023, are not subject to call and redemption prior to maturity. The Bonds maturing on and after August 15, 2024, are subject to redemption at the election of the District on August 15, 2023, and on any date thereafter prior to maturity, in whole or in part, in accordance with the optional arrangements then in effect with DTC, at the price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest, if any, to the date of redemption.

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(b) If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds or portion of the Bonds of such maturity to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. The portion of any registered Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple of \$5,000 and in selecting portions of such Bonds for redemption the Bond Registrar will treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.

(c) Notice of redemption shall be given by the Bond Registrar by registered mail, not less than thirty (30) or more than sixty (60) days prior to the redemption date, to the Bondholder, as of the Record Date, of each Bond which is subject to redemption, at the address of such Bondholder as it appears in the registration books of the District kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Bondholder on or prior to the Record Date. Notice also shall be given by registered mail to The Bond Buyer, a publication printed in the City of New York, New York, to the fiscal agent of the District, if any, and to the Paying Agent, if other than the Bond Registrar. Each notice of redemption shall state the name and series of the Bonds, the Record Date, the redemption date, the place of redemption, the principal amount if less than all, the distinctive numbers of the Bonds or portions of Bonds to be redeemed, and also shall state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that, on said date, there will become due and payable on each of said Bonds the principal thereof, interest accrued thereon to the redemption date, and premium, if any. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder or other recipient receives such notice. Failure to mail such

notice or any defect therein shall not affect the validity of the proceedings for redemption of the Bonds.

(d) In addition to the foregoing notice, further notice shall be given by the Bond Registrar as set out below, but no defect in said further notice or any failure to give all or any portion of such further notice shall affect in any manner the validity of a call for redemption if notice thereof is given as above prescribed.

(e) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) the series and any other descriptive information needed to identify accurately the Bonds being redeemed.

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(f) Each further notice of redemption shall be sent at least 35 days before the redemption date by telecopy, registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds designated to the Bond Registrar by the District and to any nationally recognized information services designated by the District to the Bond Registrar.

(g) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number or numbers identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

208. Sale of Bonds. The Bonds authorized to be issued herein are hereby sold to the Purchaser on the terms and conditions set forth in the Bond Purchase Agreement at an aggregate purchase price equal to \$ ~~_____~~, \$9,410,833.40, representing the par amount of the Bonds, plus premium of \$ ~~_____~~, \$973,301.60, less underwriter's discount of \$ ~~_____~~, \$52,468.20. To evidence the acceptance of the Bond Purchase Agreement, the Chairman or Vice Chairman is hereby authorized to execute and deliver the Bond Purchase Agreement in the form presented at this meeting.

The pricing details of the Bonds are as follows:

Maturity August 15 Year	—Amount —Maturing \$	—Rate%	—Yield%	—Price%
201 4 <u>3</u>	<u>100,000</u>	<u>2.00</u>	<u>0.320</u>	<u>100.288</u>
2015				
2016	<u>680,000</u>	<u>4.00</u>	<u>0.720</u>	<u>110.267</u>

2017	<u>705,000</u>	<u>4.00</u>	<u>0.900</u>	<u>112.665</u>
2018	<u>760,000</u>	<u>4.00</u>	<u>1.160</u>	<u>114.215</u>
2019	<u>790,000</u>	<u>4.00</u>	<u>1.430</u>	<u>115.129</u>
2020	<u>825,000</u>	<u>4.00</u>	<u>1.660</u>	<u>115.759</u>
2021	<u>855,000</u>	<u>4.00</u>	<u>1.860</u>	<u>116.152</u>
2022	<u>890,000</u>	<u>4.00</u>	<u>2.080</u>	<u>115.955</u>
2023	<u>925,000</u>	<u>3.00</u>	<u>2.200</u>	<u>107.254</u>
2024	<u>975,000</u>	<u>3.00</u>	<u>2.310</u>	<u>106.221</u>
2025	<u>985,000</u>	<u>3.00</u>	<u>2.450</u>	<u>104.923</u>

The Chairman, Vice Chairman, and the Clerk of the Board are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.

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The final Official Statement of the District for the sale of the Bonds, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Superintendent and/or Chairman or Vice Chairman of the Board of Trustees of the District shall approve, is hereby authorized, and the Superintendent and/or Chairman or Vice Chairman of the Board of Trustees shall sign such final Official Statement and deliver such final Official Statement to the Purchaser for distribution to prospective purchasers of the Bonds and other interested persons, which signature shall evidence such approval. The use of the Preliminary Official Statement dated May 23, 2013, together with amendment thereto dated May 23, 2013 (collectively, the "Preliminary Official Statement"), by the Purchaser and the actions of the District, including the certification by the Chairman, Vice Chairman, Superintendent or Director of Business and Operations of the District as to the "deemed finality" of the Preliminary Official Statement pursuant to SEC Rule 15c2-12 in connection with the offering of the Bonds are hereby acknowledged, approved and ratified.

In order to comply with subsection (b)(5) of SEC Rule 15c2-12, the Purchaser has provided in the Bond Purchase Agreement that it is a condition to delivery of the Bonds that the District and the Paying Agent shall have executed and delivered the Information Reporting Agreement. The Information Reporting Agreement is hereby ratified and approved in all respects and the Chairman or Vice Chairman is hereby authorized to execute and deliver the Information Reporting Agreement. Such Information Reporting Agreement shall constitute the District's undertaking for compliance with Rule 15c2-12.

209. Execution of Bonds. The Bonds shall be executed on behalf of the District by the Chairman or Vice Chairman of the Board and countersigned by the Clerk of the Board (such signatures being either manual or by facsimile), and the corporate seal of the District, if any, shall be impressed or printed thereon. The certificate of the Treasurer of the Board attached to the Bonds shall be signed by the manual or facsimile signature of the Treasurer of the Board, with the seal of the District impressed or printed thereon. The said officials and each of them are hereby authorized and instructed to execute the Bonds accordingly and the use of facsimile signatures of said Chairman or Vice Chairman, Clerk and Treasurer and facsimile of the seal of

the District on the Bonds are hereby authorized, approved and adopted as the authorized and authentic execution, countersigning and sealing, as applicable, of the Bonds by said officials. The Bonds shall then be delivered to the Bond Registrar for manual authentication by it. Only such of the Bonds as shall bear thereon a certificate of authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Bond Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, this Bond Resolution and that the Holder thereof is entitled to the benefits of this Bond Resolution. The certificate of authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (a) such Bond is signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder or that all of the Bonds hereunder be authenticated by the same Bond Registrar, and (b) the date of registration and authentication of the Bond is inserted in the place provided therefor on the certificate of authentication.

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The Chairman or Vice Chairman and Clerk of the Board are authorized to execute, countersign and seal from time to time, if applicable, in the manner described above, Bonds (the "Exchange Bonds") to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, countersigning and sealing of the Exchange Bonds by the District, the payee, maturity date, and interest rate shall be in blank. All Exchange Bonds shall be in the denomination of \$5,000. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, maturity date and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds, and to complete, authenticate and deliver the Exchange Bonds, for the purpose of effecting transfers and exchanges of Bonds; provided that any Exchange Bonds authenticated and delivered by the Bond Registrar shall bear the same series, maturity date and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer, and shall bear the name of such payee as the Bondholder requesting an exchange or transfer shall designate; and provided further that upon the delivery of any Exchange Bonds by the Bond Registrar, a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturities and interest rates shall be cancelled. The execution, countersigning and sealing, if applicable, by the District and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, maturity date and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

210. Establishment of Accounts and Funds.

A. The following accounts and funds on the accounting records of the District are hereby created with respect to the Bonds:

- (1) Bond Account, to be held by the District;
- (2) Cost of Issuance Fund, to be held by the Escrow Agent, if funded by the District at the time of delivery of the Bonds pursuant to Section 214 hereof; and
- (3) Rebate Fund, to be held by the District.

B. There shall be deposited into the Bond Account (i) taxes collected pursuant to Section 501 hereof, (ii) funds from the State of Idaho pursuant to Idaho Code Section 33-906, and (iii) such other funds as the District shall designate as irrevocably available to pay principal and interest on the Bonds. The District shall make disbursements from the Bond Account in accordance with Sections 404 and 501 hereof. For purposes of investment of funds in the Bond Account, the District may consider funds in the Bond Account not expected to be used to pay principal and interest on the Bonds to be held for the purpose of paying principal and interest on other bonds issued or to be issued by the District or to be used for any lawful purpose of the District. Moneys in the Bond Account may be invested in any investments permitted under the laws of the State of Idaho.

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C. There shall be deposited into and disbursed from the Costs of Issuance Fund the moneys referred to in Section 211(b) hereof. On or after July 31, 2013, any moneys remaining in the Costs of Issuance Fund shall be transferred to the Bond Account.

D. There shall be deposited into and disbursed from the Rebate Fund the sums required under the Code.

211. Delivery of Bonds; Application of Proceeds. The Treasurer of the District is hereby instructed to make delivery of the Bonds to the Purchaser under the DTC Fast Automated Securities Transfer System and to receive payment therefor in accordance with the terms of the Bond Purchase Agreement and to deposit the proceeds of sale as follows:

(a) as directed by a Written Certificate and Request of the District, the proceeds of sale of the Bonds in the amount of \$ ~~_____~~ \$9,358,846.34 shall be ~~transferred~~used to ~~the Escrow Agent for purposes of refunding~~refund the Refunded Bonds, as described in Sections 212 and 213 hereof;

(b) a portion of the proceeds of sale of the Bonds shall either be deposited in the Cost of Issuance Fund to be used as described in Sections 210.A(2) and 214, or shall be paid directly by the Purchaser to pay costs of issuance, all as shall be directed by a Written Certificate and Request of the District.

212. Approval of Escrow Agreement; Deposits into Escrow Account.

(a) The Escrow Agreement, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Chairman or Vice Chairman of the Board shall approve, is hereby authorized, and the Chairman or Vice Chairman shall sign such Escrow Agreement, which signature shall evidence such approval. The Chairman and the Clerk are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Escrow Agreement and to carry the same into effect.

(b) The portion of the proceeds of the sale of the Bonds specified in Section 211(a) hereof shall be invested or reinvested in Escrow Securities and the Escrow Securities, together with the required cash deposit, if any, shall be deposited in trust with the Escrow Agent in accordance with the provisions of the Escrow Agreement for the sole purpose of refunding the Refunded Bonds.

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(c) The Request for Bids issued on behalf of the District by Causey Demgen & Moore P.C. ("CD&M"), in which CD&M acted as bidding agent to solicit bids to provide certain Escrow Securities purchased on the open market for deposit into the Escrow Account established pursuant to the Escrow Agreement (the "Open Market Securities"), is hereby ratified and approved. The District has directed that CD&M shall solicit bids for the Open Market Securities in a manner that will avail the District of the safe harbor for establishing the yield on the Escrow Securities contained in Section 1.148-5(d)(6)(iii) of the Regulations.

(d) Upon the finding by CD&M that the bid proposal submitted to the District by Credit Suisse Securities (USA) LLC for providing the Open Market Securities is the best bid, the District hereby accepts and approves such bid, and the Chairman, Vice Chairman, and Director of Business and Operations of the District are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to evidence the District's acceptance and approval of the bid and to carry the same into effect.

(e) The officers of the District are directed to obtain from CD&M prior to issuance of the Bonds, such certifications as shall be necessary to evidence the District's compliance with Section 1.148-5(d)(6)(iii) of the Regulations.

213. Redemption of Refunded Bonds, Pledge, etc. of Escrow Account.

(a) The Refunded Bonds are hereby irrevocably called for redemption on August 15, 2015 (the "Redemption Date"). Notice of such redemption of the Refunded Bonds shall be given as provided in the Series 2005 Bonds Resolution and in accordance with the Act. Such Refunded Bonds are being redeemed at a redemption price consisting of par plus accrued interest to the Redemption Date.

(b) Pursuant to the Escrow Agreement the District has irrevocably set aside for and pledged to the Refunded Bonds moneys and Escrow Securities in amounts which, together with known earned income from the Escrow Securities, will be sufficient in amount to pay the principal of, interest on, and any redemption premiums on the Refunded Bonds as the same become due and to redeem the Refunded Bonds on the Redemption Date. To verify the sufficiency of the Escrow Account, the District ~~has obtained~~will obtain a report of Grant Thornton LLP which ~~is~~will be attached to the Escrow Agreement.- Based upon the foregoing, the District finds that the Refunded Bonds will be defeased upon deposit of such moneys and Escrow Securities immediately following the delivery of the Bonds.

(c) Any moneys remaining in the Escrow Account and not needed for refunding of the Refunded Bonds shall be applied to pay any costs of issuance of the Bonds that remain unpaid, if any, and any moneys remaining thereafter shall be transferred to the District for deposit into the Bond Account in accordance with Idaho Code Section 33-1120.

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214. Cost of Issuance Fund. There is hereby established in the hands of the Escrow Agent a separate account designated as the “Cost of Issuance Fund.” At the time of the delivery of the Bonds, the District may deposit into the Cost of Issuance Fund such amount as shall be shown in a Written Certificate and Request filed with the Escrow Agent at the time of delivery of the Bonds. The Written Certificate and Request contemplated by Section 211(b) so filed shall itemize those costs of issuance to be paid from the Cost of Issuance Fund, if any, and those costs of issuance to be paid by the Purchaser in accordance with the terms of the Bond Purchase Agreement and the Written Certificate and Request. Moneys in the Cost of Issuance Fund shall be used for the payment of costs of issuance of the Bonds or, pending payment of costs, invested pursuant to the Escrow Agreement. Any moneys remaining in the Cost of Issuance Fund shall be transferred promptly by the Escrow Agent to the District for deposit into the Bond Account.

215. Defeasance.

(a) If the District shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders the principal of or redemption price, if applicable, and interest due or to become due on the Bonds, if applicable, at the times and in the manner stipulated therein and in this Resolution, or such Bonds shall have been deemed to have been paid, then the levy of taxes provided in Section 501 hereof and other moneys, securities and funds pledged under the Resolution and all covenants, agreements and other obligations of the District to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Bonds or interest installments the payment or redemption of which moneys shall have been set aside and shall be held in trust (through deposit by the District of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section. All outstanding Bonds

shall prior to the maturity thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section if:

(i) in case any of said Bonds are to be redeemed on any date prior to their maturity, if applicable, the District shall have given irrevocable instructions to mail to the Bondholders of such Bonds, notice of redemption of such Bonds on said date;

(ii) there shall have been deposited in escrow with a bank, trust company or suitable depository (the "Defeasance Agent") either (a) moneys in an amount which shall be sufficient, or (b) Defeasance Securities (defined below) (including any Defeasance Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Defeasance Agent at the same time, shall be sufficient, to pay when due the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, without adversely affecting the tax-exempt status of the interest on said Bonds taxable under the Code. In the case of a deposit under clause (b) above, the District will provide to the Defeasance Agent a verification as to the sufficiency of the Defeasance Securities to pay when due the principal or redemption price, as applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof; and

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(iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the District shall have given irrevocable instructions to mail, first class postage prepaid, a notice to the Bondholders that the deposit required by (ii) above has been made with the Defeasance Agent and that said Bonds are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price as applicable, and interest due or to become due, if applicable, on said Bonds.

(c) Neither Defeasance Securities nor moneys deposited with the Defeasance Agent pursuant to this section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Securities deposited with the Defeasance Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal or redemption price, as applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments

shall be paid over to the District, free and clear of any trust, lien or pledge. For the purposes of this section, "Defeasance Securities" shall include the following:

(i) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (ii) below), or

(ii) Direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America, provided such securities shall be authorized as permitted investments for such purpose by the laws of the State of Idaho.

Bonds, the principal of and interest on and redemption premium, if any, which shall have been provided for in the manner set forth in Subsection (b) hereof shall be deemed not to be outstanding under the Resolution or under applicable provisions of the law of the State of Idaho, including without limitation, the Act and in particular the indebtedness limitation in Section 33-1103 of the Act.

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216. Further Authority. The Chairman, the Vice Chairman, the Clerk, the Treasurer or the Director of Business and Operations, and other officers of the District are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, the redemption of the Refunded Bonds, and the fulfillment of the covenants and obligations of the District contained herein, in the Escrow Agreement and any Tax Certificate.

217. Bond Levy Subsidy. The District covenants to apply for and take all reasonable actions necessary to continue to be eligible to receive payments from the State of Idaho under Idaho Code, Sections 33-906 and 33-906A, or any successor provision.

218. Idaho State Bond Guaranty.

(a) Payment of the principal of and interest on the Bonds when due is guaranteed by the sales tax collected by the State of Idaho pursuant to the provisions of the Idaho School Bond Guaranty Act, Title 33, chapter 53, Idaho Code (the "Sales Tax Guaranty Act"). In addition, payment of the principal of and interest on the Bonds when due is guaranteed by the school district bond credit enhancement program under Title 57, chapter 7, Idaho Code (the "Credit Enhancement Program") (the Sales Tax Guaranty Act and Credit Enhancement Program hereinafter sometimes referred to collectively as the "Bond Guaranty Programs").

(b) In accordance with the requirements of the Bond Guaranty Programs, the District shall transfer moneys from the Bond Account sufficient for the

scheduled debt service payment on the Bonds to the Paying Agent at least fifteen (15) days before each principal or interest payment date for the Bonds, and if the District is unable to transfer the scheduled debt service payment to the Paying Agent fifteen (15) days before the payment date, the District shall immediately notify the Paying Agent and the Treasurer of the State of Idaho (the "State Treasurer").

(c) The District will use its best effort to cause the Paying Agent to comply with the requirements imposed on the Paying Agent by the Bond Guaranty Programs, including requiring in any paying agent agreement that the Paying Agent notify the State Treasurer in writing at least ten (10) days before the scheduled debt service payment date in the event the District has not transferred sufficient funds as required in (b) above.

(d) The District shall reimburse all moneys drawn by the State Treasurer on its behalf and shall pay interest to the State on all moneys paid by the State as provided in the Bond Guaranty Programs.

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(e) The District covenants to comply with the notification, recordkeeping, financial disclosure and other requirements of the Bond Guaranty Programs.

219. Designation as "Qualified Tax-Exempt Obligations". The District hereby designates the Bonds as "Qualified Tax-Exempt Obligations" for the purpose and within the meaning of Section 265(b)(3) of the Code. The District hereby certifies that the Bonds are the only bonds or similar obligations of the District for which a designation as "Qualified Tax-Exempt Obligations" has been made for the current calendar year.

ARTICLE III TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

301. Transfer of Bonds.

(a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 303 hereof, by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The District, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully registered Bond or Bonds in an authorized denomination (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) and of the same series, designation, maturity and interest rate duly executed by the District, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) after the Record Date with respect to any redemption of such Bond, if applicable. If Exchange Bonds are prepared in connection with transfers outside the book-entry registration system as provided in Section 209, the foregoing provisions of this Section 301 shall apply to such transfers or exchanges. Then and thereafter, Exchange Bonds shall be in the denomination of \$5,000 only, and shall bear numbers as provided in Section 205 hereof. All Bonds issued after the first numbering of Bonds in \$5,000 denominations pursuant to this Article III shall thereafter continue to bear the same number, which shall be used on all newly issued Bonds issued for purposes of all subsequent transfers and exchanges. 58

302. Exchange of Bonds. Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) after the Record Date with respect to any redemption of such Bond, if applicable.

303. Bond Registration Books. This Bond Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act of Idaho, chapter 9 of Title 57, Idaho Code. The Bond Registrar shall keep or cause to be kept, at its designated corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District; and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein provided.

304. List of Bondholder. The Bond Registrar shall maintain a list of the names and addresses of the Holders of all Bonds and upon any transfer shall add the name and address of the new Holder and eliminate the name and address of the transferor Holder.

305. Duties of Bond Registrar. If requested by the Bond Registrar, the Chairman or Vice Chairman and Clerk of the Board are authorized to execute the Bond Registrar's standard

form of agreement between the District and the Bond Registrar with respect to the compensation, obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds, as applicable;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption, if applicable, or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to Bonds cancelled and/or destroyed;
- (f) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds; and
- (g) to comply with all applicable provisions of the Representations Letter, as called for in Section 402 hereof.

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ARTICLE IV
BOOK-ENTRY SYSTEM; LIMITED OBLIGATION
OF DISTRICT; REPRESENTATIONS LETTER

401. Book-Entry Only System. The Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each of the maturities set forth in Section 204 hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC. Except as provided in Section 403 hereof, all of the outstanding Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, the District, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any Participant or to any Person on behalf of which a Participant holds an interest in the Bonds with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption, if applicable, or (iii) the payment to any Participant or any other

Person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of or interest on the Bonds. The District, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the Bondholder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and interest on the Bonds only to or upon the order of the respective Bondholders, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in Section 206 hereof, and all such payments shall be valid and effective to satisfy and discharge fully the District's obligations with respect to payment of principal of and interest on the Bonds, to the extent of the sum or sums so paid. No Person other than a Bondholder, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Bond evidencing the obligation of the District to make payments of principal and interest pursuant to this Bond Resolution. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co. and subject to the provisions herein with respect to Record Dates, the word "Cede & Co." in this Bond Resolution shall refer to such new nominee of DTC, and, upon receipt of such a notice, the District promptly shall deliver a copy of the same to the Bond Registrar and the Paying Agent.

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402. Representations Letter. The District's Representations Letter is currently on file with DTC. In the written acceptance of the Paying Agent and Bond Registrar referred to in Section 206 hereof, such Paying Agent and Bond Registrar, respectively, shall agree to take all action necessary for all representations of the District in the Representations Letter with respect to the Paying Agent and Bond Registrar, respectively, to be complied with at all times. The District's Representations Letter is for the purpose of effectuating the Book-Entry-Only system and shall not be deemed to amend, supersede or supplement the terms of this Resolution, which terms are intended to be complete without reference to the Representations Letter.

In the event of any conflict between the terms of the Representations Letter and the terms of this Resolution, the terms of this Resolution shall control. DTC may exercise the rights of a Bondholder hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

403. Transfers Outside Book-Entry System. In the event that (a) the District determines that DTC is incapable of discharging or is unwilling to discharge its responsibilities described herein and in the Representations Letter, (b) DTC determines to discontinue providing its service as securities depository with respect to the Bonds at any time as provided in the Representations Letter or (c) the District determines that it is in the best interests of the Bondholders, as the beneficial owners of the Bonds, that they be able to obtain certificated Bonds and an alternative book-entry system is not available or is not selected as provided in the succeeding sentence, the District shall notify DTC and direct DTC to notify the Participants of the availability through DTC of Bond certificates, and the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co.,

as nominee of DTC. At that time, the District may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system as may be acceptable to the District or such depository's agent or designee, and, if the District does not select such alternate universal book-entry system, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of Article III hereof.

404. Payments to Cede & Co. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representations Letter.

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ARTICLE V COVENANTS AND UNDERTAKINGS

501. Levy of Taxes. The District covenants and agrees that to pay principal of and interest on the Bonds falling due to and including August ~~15, 20~~25, the District shall levy and cause to be levied annually at the time when and in the manner in which other general taxes of the District are levied, upon all the taxable property within the limits of the District, in addition to all other authorized taxes and assessments, a tax or assessment in the amount specified by Idaho Code Sections 33-802 and 33-802A, and sufficient to meet the payments of principal and interest on the Bonds as the same mature, and such taxes shall be levied, assessed, certified, extended and collected by their proper officers at the times, other taxes are levied, assessed, certified, extended and collected in, for and by the District and by the officers thereof, all as fixed by law, until the principal and interest of all Bonds and interest thereon shall be fully paid.

Principal of or interest on the Bonds falling due at any time when the proceeds of said tax levy may not be available shall be paid from other funds of the District and shall be reimbursed from the proceeds of said taxes when said taxes shall have been collected. Said taxes in each of the years shall be and are hereby certified to the Boards of County Commissioners of Kootenai and Bonner Counties, Idaho, as being taxes necessary to be levied on all of the taxable property in the District for the purpose of paying the principal of and the interest on the Bonds as the same become due. When collected, said taxes shall be placed into the Bond Account and shall be used for no other purpose than for the payment of the principal of and the interest on the Bonds as the same become due, so long as any of the Bonds remain outstanding and unpaid, but nothing herein contained shall be construed to prevent the District from paying the interest on or the principal of the Bonds from any other funds in its hands and available for that purpose or to prevent the District from levying any further or additional taxes which may be necessary to pay fully the interest on or the principal of the Bonds.

The full faith and credit and all taxable property in the District are hereby pledged for the prompt payment of the principal of and the interest on the Bonds as the same become due, and,

to that end, the tax levies herein provided shall be in full force and effect and remain so forever until the indebtedness hereby incurred, principal and interest, shall have been fully paid, satisfied and discharged, except as hereinbefore provided. Any collection fees or charges made in connection with the payment of the Bonds and interest thereon are to be paid by the District.

502. Bonds in Registered Form. The District recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the District agrees that it will not take any action to permit the Bonds to be issued in or converted into bearer or coupon form.

503. Arbitrage Covenant; Covenant to Maintain Tax Exemption.

(a) The Chairman, Vice Chairman, Superintendent or Director of Business and Operations of the District, or such other appropriate officials of the District each are hereby authorized and directed to execute from time to time such Tax Certificates as shall be necessary to establish that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised, and to establish that interest on the Bonds is not and will not become includable in gross income under the Code and applicable regulations. The District covenants and certifies to and for the benefit of the Bondholders that no use will be made of the proceeds of the issue and sale of the Bonds, or any funds or accounts of the District which may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated,) which use, if it had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to this covenant, the District obligates itself to comply throughout the term of the Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

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(b) The District further covenants and agrees to and for the benefit of the Bondholders that the District (i) will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, (ii) will not omit to take or cause to be taken, in timely manner, any action which would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, and (iii) without limiting the generality of the foregoing, (a) will not take any action which would cause the Bonds, or any Bond, to be a “private activity bond” within the meaning of Section 141 of the Code or to fail to meet any applicable requirement of Section 149 of the Code and (b) will not omit to take or cause to be taken, in timely manner, an action which would cause the Bonds, or any Bond, to be a “private activity bond” or to fail to meet

any applicable requirement of Section 149 of the Code. The Chairman, Vice Chairman, Superintendent or Director of Business and Operations of the District, or such other appropriate officials of the District, each are hereby authorized and directed to execute from time to time such Tax Certificate as shall be necessary to establish that the Bonds are not and will not become "private activity bonds," that all applicable requirements of Section 149 of the Code are and will be met, and that the covenant of the District contained in this Section 503(b) will be complied with.

(c) The District covenants and certifies to and for the benefit of the Bondholders that: (i) the District will at all times comply with the provisions of any Tax Certificate; (ii) the District will at all times comply with the rebate requirements contained in Section 148(f) of the Code, to the extent applicable; and (iii) no bonds or other evidences of indebtedness of the District have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Bonds and ending 15 days following the date of delivery of and payment for the Bonds.

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(d) The Tax Certificate, in form acceptable to Bond Counsel, with such insertions and changes therein as shall be approved by the Chairman or Vice Chairman of the Board and the Superintendent or Director of Business and Operations of the District or such other appropriate officials of the District, is hereby authorized and approved. Such approval of said Chairman or Vice Chairman of the Board and Superintendent or Director of Business and Operations of the District shall be conclusively established by their execution of the Tax Certificate in its final form.

The District hereby covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any resolution or Tax Certificate necessary to comply with any changes in law or regulations in order to preserve the exclusion of interest on the Bonds from gross income of the Bondholders thereof for purposes of the federal income tax to the extent that it may lawfully do so. The District further covenants to (a) impose such limitations on the investment or use of moneys or investment related to the Bonds, (b) make such payments to the United States Treasury, (c) maintain such records, (d) perform such calculations and (e) perform such other acts as may be necessary to preserve the exclusion of interest on the Bonds from gross income of the Bondholders thereof for purposes of the federal income tax and which it lawfully may do.

Pursuant to these covenants, the District obligates itself to comply with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder throughout the term of the issue of the Bonds.

504. Approval of Plan and Form of Bonds. It is hereby found, determined and declared that in the judgment of the Board of Trustees the plan and form of the Bonds as set forth in this Bond Resolution, to the extent it may conflict with or depart from the plan and form for bonds specified in chapter 11 of Title 33, Idaho Code, will result to the benefit and advantage of the District, and therefore pursuant to the provisions of Section 33-1107, Idaho Code, the Bonds shall be sold and delivered to the Purchaser with the annual maturity amounts and dates of

payments and bearing interest at the rates herein affixed, upon the payment of the agreed purchase price, after the plan and form thereof shall have been approved by the State Superintendent of Public Instruction, all as provided in Section 33-1107, Idaho Code. The Clerk of the Board is hereby directed to submit a copy of this Bond Resolution to the State Superintendent of Public Instruction, together with a request that such Superintendent approve the plan and form of the Bonds.

ARTICLE VI
FORM OF BONDS

601. Form of Bonds. Each fully registered Bond shall be in substantially the following form, with any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required:

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Registered

Registered

[FORM OF BOND]

UNITED STATES OF AMERICA

STATE OF IDAHO

Number _____

\$ _____

JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES, STATE OF IDAHO

GENERAL OBLIGATION REFUNDING BOND, SERIES 2013

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP NO.
		<u>06/13/13</u>	511798 _____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho ("District"), acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, on the maturity date identified above, upon presentation and surrender hereof, the principal amount identified above (the "Principal Amount"), and to pay the registered

owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event this Bond shall bear interest from the dated date identified above (the "Dated Date"), or unless, as shown by the records of the hereinafter referred to Bond Registrar, interest on the hereinafter referred to Bonds shall be in default, in which event this Bond shall bear interest from the date to which interest has been paid in full, at the interest rate per annum (calculated on the basis of a year of 360 days and twelve 30-day months) identified above (the "Interest Rate"), payable on August 15, 2013, and thereafter in each year on February 15 and August 15 until payment in full of said Principal Amount, except as the provisions set forth in the hereinafter mentioned Bond Resolution with respect to redemption prior to maturity may become applicable hereto. To the extent permitted by law, this Bond shall bear interest on overdue principal at the Interest Rate. Principal of, and premium, if any, of this Bond shall be payable at the designated corporate trust office of Wells Fargo Bank, National Association, the Paying Agent of the District, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; and payment of the semiannual interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record as of the close of business on the fifteenth day preceding the interest payment date and if not a business day of the Paying Agent, the next preceding day that is a business day of the Paying Agent, at the address of such registered owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar as provided in the hereinafter defined Bond Resolution.

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This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Idaho and pursuant to the provisions of chapter 11 of Title 33 and chapters 2, 5 and 9 of Title 57, Idaho Code, and all acts of the Legislature of the State of Idaho amendatory thereof and supplementary thereof (collectively, the "Act"). It is hereby expressly certified and recited that all acts and conditions requisite and precedent to the validity of this issue have been properly done and performed in regular and due time, form and manner, as required by law; that the total outstanding indebtedness of the District, including the whole of this issue, does not exceed any constitutional or statutory debt limit; that the full faith and credit of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, are hereby pledged for the due and punctual payment of the principal hereof and interest hereon; and that provision has been made in the statutory manner for the levy and collection of taxes sufficient to pay the interest on this Bond as the same becomes due, and for the payment of the principal hereof at the date of the maturity of this Bond.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

This Bond is one of the General Obligation Refunding Bonds, Series 2013, of the District (the “Bonds”) limited to the aggregate principal amount of ~~\$\$\$~~, \$8,490,000, dated as of the Dated Date, issued under and by virtue of the Act, and under and pursuant to a resolution of the District adopted on May 30, 2013 (the “Bond Resolution”), for the purpose of providing funds to refund certain outstanding bonds of the District. Wells Fargo Bank, National Association, is the initial bond registrar and paying agent of the District with respect to the Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the “Bond Registrar” and the “Paying Agent.”

The Bonds are initially issued in the form of a separate single certificated fully registered Bond for each maturity, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”).

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

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[This Bond is transferable, as provided in the Bond Resolution, only upon the books of the District kept for that purpose at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or such duly authorized attorney, and thereupon the District shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Resolution and upon the payment of the charges therein prescribed. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The District, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the District, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.]

[The Bonds are issuable solely in the form of registered Bonds without coupons in the denomination of \$5,000, or any integral multiple of \$5,000.]

The Bonds maturing on or prior to August 15, 2023, are not subject to call and redemption prior to maturity. The Bonds maturing on and after August 15, 2024, are subject to redemption at the election of the District on August 15, 2023, and on any date thereafter prior to maturity, in whole or in part, in accordance with the optional arrangements then in effect with

DTC, at the price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest, if any, to the date of redemption.

[Notice of redemption shall be given by the Bond Registrar by registered mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to the registered owner of each Bond which is subject to redemption, at the address of such registered owner as it appears on the registration books kept by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. Notice also shall be given by registered mail to The Bond Buyer, a publication printed in the City of New York, New York, to the fiscal agent of the District, if any, and to the Paying Agent, if other than the Bond Registrar, all as provided in the Bond Resolution.]

[If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date, interest on such Bonds shall cease to accrue and become payable.]

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[In addition to the foregoing notice, further notice shall be given by the Bond Registrar as provided in the Bond Resolution, but no defect in such further notice nor any failure to give all or any portion of such further notices shall in any manner affect the validity of a call for redemption if notice thereof is given as above described.]

[Less than all of a Bond in a denomination in excess of \$5,000 may be so redeemed, and in such case, upon the surrender of such Bond, there shall be issued to the registered owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, at the option of such owner, registered Bonds of any of the authorized denominations, all as more fully set forth in the Bond Resolution. In selecting portions of any registered Bond which is of a denomination of more than \$5,000 for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.]

Payment of the principal of and interest on the Bonds when due is guaranteed by the sales tax collected by the State of Idaho under the provisions of the Idaho School Bond Guaranty Act, Title 33, chapter 53, Idaho Code, and the school district bond credit enhancement program under Title 57, chapter 7, Idaho Code (collectively, the "Bond Guaranty Programs"). The State of Idaho pledges to and agrees with the holders of the Bonds that the State will not alter, impair, or limit the rights vested by the Bond Guaranty Programs with respect to the Bonds until the Bonds, together with interest, are fully paid and discharged.

The District has designated the Bonds as "Qualified Tax Exempt Obligations" for the purpose and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended and supplemented.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Bond Resolution.

IN WITNESS WHEREOF, Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, by its duly constituted, legally qualified and acting Board of Trustees, has caused this Bond to be signed by the Chairman or Vice Chairman of the Board, countersigned by the Clerk thereof (the signatures of said Chairman or Vice Chairman and Clerk being manual or by facsimile) and has caused its seal to be impressed hereon, as of the Dated Date identified above.

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[Manual or Facsimile Signature]
Chairman, Board of Trustees

Countersigned:

[Manual or Facsimile Signature]
Clerk, Board of Trustees

[SEAL]

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Refunding Bonds, Series 2013, of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho.

Wells Fargo Bank, National Association, Bond
Registrar

By: [Manual or Facsimile Signature]
Authorized Officer

Date of registration
and authentication: _____

Bond Registrar and Paying Agent:
Wells Fargo Bank, National Association

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

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the within Bond and hereby irrevocably constitutes and appoints _____
_____ of _____
to transfer said bond on the books kept for registration thereof with full power of substitution in
the premises.

Dated: _____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

CERTIFICATE OF TREASURER OF BOARD OF TRUSTEES

STATE OF IDAHO)

) ss.

County of Kootenai)

I, the undersigned, the duly constituted, legally qualified and acting Treasurer of the Board of Trustees of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, hereby certify that the within Bond has been registered and recorded in my office pursuant to the provisions of chapter 9, Title 57, Idaho Code, and all acts amendatory thereof and supplementary thereto.

WITNESS my hand and the seal of said District this ~~11~~¹³ day of June, 2013.

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[Manual or Facsimile Signature]
Treasurer, Board of Trustees

[SEAL]

Included when Bonds registered with DTC.

[Bracketed text deleted when Bonds DTC registered.]

[End of Bond Form]

ARTICLE VII
MISCELLANEOUS

701. Ratification. All proceedings, resolutions and actions of the Board, the District, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the Bonds are hereby in all respects ratified, confirmed and approved.

702. Severability. It is hereby declared that all parts of this Bond Resolution are severable, and if any section, paragraph, clause or provision of this Bond Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Bond Resolution.

703. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

[The remainder of this page has been left blank intentionally.]

704. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Resolution.

705. Effective Date. This Bond Resolution shall take effect immediately.

PASSED AND APPROVED this 30th day of May, 2013.

JOINT SCHOOL DISTRICT NO. 272
(LAKELAND), KOOTENAI AND BONNER
COUNTIES, STATE OF IDAHO

Chairman, Board of Trustees

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ATTEST:

Clerk, Board of Trustees

[SEAL]

JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES,
STATE OF IDAHO

Resolution Authorizing the Issuance and Sale of
\$8,490,000 General Obligation Refunding Bonds, Series 2013

Adopted May 30, 2013

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RESOLUTION

A Resolution authorizing the issuance and confirming the sale of \$8,490,000 General Obligation Refunding Bonds, Series 2013, of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, and providing for related matters.

WHEREAS, Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho (the "District") previously issued its \$9,770,000 General Obligation Bonds, Series 2005 (the "Series 2005 Bonds"), all of which are outstanding as of the date hereof;

WHEREAS, pursuant to Section 33-1116, Idaho Code, the District has determined that the Series 2005 Bonds maturing on August 15, 2016, through August 15, 2025, inclusive, in the aggregate principal amount of \$8,525,000 (the "Refunded Bonds") can be refunded with profit and advantage to the District and without creating any additional indebtedness or liability, and therefore the District desires to authorize and issue its General Obligation Refunding Bonds, Series 2013 in the principal amount of \$8,490,000 (the "Series 2013 Bonds" or "Bonds"), the proceeds of which will be used to refund the Refunded Bonds and to pay the costs of issuance thereof;

WHEREAS, there has been presented to the Board of Trustees of the District (the "Board") a proposed form of Bond Purchase Agreement between the District and Seattle-Northwest Securities Corporation (the "Purchaser") contemplating the negotiated sale of the Series 2013 Bonds;

WHEREAS, pursuant to Section 57-215, Idaho Code, the District's Notice of Negotiated Private Bond Sale was published on May 25, 2013, in the Coeur d'Alene Press, a newspaper published in the District, and the District desires to sell the Bonds to the Purchaser pursuant to the Bond Purchase Agreement; and

WHEREAS, the Board desires to provide for the details of the Bonds and the payment thereof.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board as follows:

ARTICLE I DEFINITIONS

101. Definitions. As used in this Bond Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

“Act” means collectively chapter 11 of Title 33 and chapters 2, 5 and 9 of Title 57, Idaho Code, as amended.

“Board” means the Board of Trustees of the District.

“Bond Account” means the Bond Account established in Section 210 hereof.

“Bond Counsel” means Hawley Troxell Ennis & Hawley LLP, or another 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.

“Bondholder” or “Holder” means the Registered Owner of any Bond as shown in the registration books of the District kept by the Bond Registrar for such purpose.

“Bond Purchase Agreement” means the agreement relating to the purchase and sale of the Bonds as described in Section 208.

“Bond Register” means the registration records of the District, maintained by the Paying Agent, on which shall appear the names and addresses of the Holders of the Series 2013 Bonds.

“Bond Registrar” means each Person appointed by the District as bond registrar and agent for the transfer, exchange and authentication of the Bonds. Pursuant to Section 206 hereof the initial Bond Registrar is Wells Fargo Bank, National Association.

“Bond Resolution” means this Resolution of the District adopted on May 30, 2013, authorizing the issuance and confirming the sale of the Bonds.

“Bonds” or “Series 2013 Bonds” means the \$8,490,000 General Obligation Refunding Bonds, Series 2013, authorized by this Bond Resolution.

“Business Day” means any day other than (i) a Saturday, Sunday or legal holiday, or (ii) a day on which the Paying Agent is authorized by law to close.

“Cede & Co.” means the nominee of DTC, and any successor nominee of DTC with respect to the Bonds pursuant to Section 401 hereof.

“Code” means the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the Regulations promulgated thereunder.

“Cost of Issuance Fund” means the Cost of Issuance Fund established in Section 210 hereof.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“DTC Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“District” means Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho.

“Escrow Account” means the Escrow Account established in the Escrow Agreement.

“Escrow Agent” means Wells Fargo Bank, National Association, as escrow agent under the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement between the District and the Escrow Agent, as authorized in Section 212 hereof.

“Escrow Securities” shall mean direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America.

“Exchange Bond” means any Exchange Bond as defined in Section 209 hereof.

“Information Reporting Agreement” means the undertaking to be delivered by the District in compliance with SEC Rule 15c2-12.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which DTC holds bonds as securities depository.

“Paying Agent” means each Person appointed by the District as paying agent with respect to the Bonds. Pursuant to Section 206 hereof the initial Paying Agent is Wells Fargo Bank, National Association.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“Purchaser” means Seattle-Northwest Securities Corporation, Boise, Idaho, the initial purchaser of the Bonds from the District.

“Record Date” means (a) in the case of each interest payment date, the close of business on the fifteenth day preceding the interest payment date and if not a Business Day, the next preceding day that is a Business Day, and (b) in the case of redemption, if applicable, such record date as shall be specified by the Bond Registrar in the notice of redemption, provided that such record date shall be not less than 15 calendar days before the mailing of such notice of redemption.

“Redemption Date” has the meaning set forth in Section 213 of this Bond Resolution.

“Refunded Bonds” means Series 2005 Bonds in the principal amount of \$8,525,000 authorized to be refunded in this Resolution and maturing on August 15 of each year as follows:

<u>Maturity</u> <u>Date</u> <u>8/15</u>	<u>Principal</u> <u>Amount \$</u>	<u>Interest</u> <u>Rate %</u>	<u>CUSIP No.</u> <u>511798</u>
2016	\$ 675,000	5.000	BS8
2017	710,000	5.000	BT6
2018	770,000	4.000	BU3
2019	800,000	4.000	BV1
2020	835,000	4.000	BW9
2021	870,000	4.000	BX7
2022	905,000	4.000	BY5
2023	940,000	4.000	BZ2
2024	1,000,000	4.125	CA6
2025	1,020,000	4.125	CB4

“Registered Owner” means the person(s) in whose name or names the Bonds shall be registered in the Bond Register maintained by the Paying Agent in accordance with the terms of the Bond Resolution.

“Regulations” means the treasury regulations promulgated under the Code and those provisions of the treasury regulations originally promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, which remain in effect under the Code.

“Representations Letter” means the District’s Blanket Letter of Representations dated May 23, 2012, currently on file with DTC and referenced under Section 402 of this Bond Resolution.

“Rule 15c2-12” means Rule 15c2-12, as amended, promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

“SEC” means the Securities and Exchange Commission.

“Securities Depository” means DTC, or any successor securities depository appointed pursuant to Article IV.

“Series 2005 Bonds” means the \$9,770,000 General Obligation Bonds, Series 2005 of the District, dated December 20, 2005.

“Series 2005 Bonds Resolution” means Resolution No. 2005-8 of the District adopted on December 7, 2005, authorizing the Series 2005 Bonds.

“Series 2013 Bonds” or “Bonds” means the \$8,490,000 General Obligation Refunding Bonds, Series 2013, authorized by this Bond Resolution.

“Tax Certificate” means any agreement or certificate of the District which the District executes in order to establish and assure the tax-exempt status of interest received on the Bonds.

“United States” means the government of the United States of America.

“Written Certificate and Request” means an instrument in writing signed on behalf of the District by a duly authorized officer thereof.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms as used in this Bond Resolution refer to this Bond Resolution.

102. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

ARTICLE II
AUTHORIZATION, TERMS, SALE AND ISSUANCE OF BONDS,
REFUNDING AND PAYING AGENT PROVISIONS

201. Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in this Bond Resolution, a series of general obligation refunding bonds of the District is hereby authorized to be issued. Such series of Bonds shall be designated “General Obligation Refunding Bonds, Series 2013” and issued in the principal amount of \$8,490,000. The Bonds shall be issued in fully registered form only, without coupons.

202. Purpose. The Bonds are hereby authorized to be issued for the purpose of providing funds with which to refund the Refunded Bonds and to pay the costs of the Bonds.

203. Issue Date. The Bonds shall be dated as of the date of their delivery.

204. Bond Details, Amortization Plan.

(a) The Bonds shall be issued in the form of serial bonds maturing on the dates and in the amounts as indicated below. The Bonds bear interest at the rates indicated below (calculated on the basis of a year of 360 days and twelve 30-day months) from the date of their delivery, payable August 15, 2013, and semiannually thereafter on February 15 and August 15 in each year until their respective dates of maturity or prior redemption:

<u>Due</u> <u>August 15</u>	<u>Principal</u> <u>Amount \$</u>	<u>Interest</u> <u>Rate %</u>
2013	100,000	2.00
2016	680,000	4.00
2017	705,000	4.00
2018	760,000	4.00
2019	790,000	4.00
2020	825,000	4.00
2021	855,000	4.00
2022	890,000	4.00
2023	925,000	3.00
2024	975,000	3.00
2025	985,000	3.00

(b) Accrual of Interest. Each Bond shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless it is registered and authenticated as of an interest payment date, in which event it shall bear interest from the date thereof, or unless it is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from its date, or unless, as shown by the records of the Bond Registrar, interest on the Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. The Bond Registrar shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form of the Bond Registrar's certificate of authentication on each Bond. To the extent permitted by law, the Bonds shall bear interest on overdue principal at the aforesaid respective rates.

205. Denominations and Numbers. The Bonds shall be issued as fully registered bonds, without coupons, in the denomination of \$5,000, or any integral multiple thereof, not exceeding the amount of each maturity. The Bonds shall be numbered from one (1) upward in order of issuance with the prefix "R" preceding each number.

206. Paying Agent and Bond Registrar. Wells Fargo Bank, National Association, is hereby appointed the Paying Agent and Bond Registrar for the Bonds. The District may remove any Paying Agent and any Bond Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Bond Resolution by executing and delivering to the District a written acceptance thereof. The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of and premium, if any, of the Bonds shall be payable when due to the Holder of each Bond at the designated corporate trust office of the Paying Agent. Payment of interest on each Bond shall be made to the Person which, as of the Record Date, is the Holder of the Bond and

shall be made by check or draft mailed to the Person which, as of the Record Date, is the Holder of the Bond, at the address of such Holder as it appears on the registration books of the District kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Holder on or prior to the Record Date.

207. Optional Redemption. The Bonds are subject to optional redemption as follows:

(a) The Bonds maturing on or prior to August 15, 2023, are not subject to call and redemption prior to maturity. The Bonds maturing on and after August 15, 2024, are subject to redemption at the election of the District on August 15, 2023, and on any date thereafter prior to maturity, in whole or in part, in accordance with the optional arrangements then in effect with DTC, at the price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest, if any, to the date of redemption.

(b) If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds or portion of the Bonds of such maturity to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. The portion of any registered Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple of \$5,000 and in selecting portions of such Bonds for redemption the Bond Registrar will treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.

(c) Notice of redemption shall be given by the Bond Registrar by registered mail, not less than thirty (30) or more than sixty (60) days prior to the redemption date, to the Bondholder, as of the Record Date, of each Bond which is subject to redemption, at the address of such Bondholder as it appears in the registration books of the District kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Bondholder on or prior to the Record Date. Notice also shall be given by registered mail to The Bond Buyer, a publication printed in the City of New York, New York, to the fiscal agent of the District, if any, and to the Paying Agent, if other than the Bond Registrar. Each notice of redemption shall state the name and series of the Bonds, the Record Date, the redemption date, the place of redemption, the principal amount if less than all, the distinctive numbers of the Bonds or portions of Bonds to be redeemed, and also shall state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that, on said date, there will become due and payable on each of said Bonds the principal thereof, interest accrued thereon to the redemption date, and premium, if any. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder or other recipient receives such notice. Failure to mail such

notice or any defect therein shall not affect the validity of the proceedings for redemption of the Bonds.

(d) In addition to the foregoing notice, further notice shall be given by the Bond Registrar as set out below, but no defect in said further notice or any failure to give all or any portion of such further notice shall affect in any manner the validity of a call for redemption if notice thereof is given as above prescribed.

(e) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) the series and any other descriptive information needed to identify accurately the Bonds being redeemed.

(f) Each further notice of redemption shall be sent at least 35 days before the redemption date by telecopy, registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds designated to the Bond Registrar by the District and to any nationally recognized information services designated by the District to the Bond Registrar.

(g) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number or numbers identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

208. Sale of Bonds. The Bonds authorized to be issued herein are hereby sold to the Purchaser on the terms and conditions set forth in the Bond Purchase Agreement at an aggregate purchase price equal to \$9,410,833.40, representing the par amount of the Bonds, plus premium of \$973,301.60, less underwriter's discount of \$52,468.20. To evidence the acceptance of the Bond Purchase Agreement, the Chairman or Vice Chairman is hereby authorized to execute and deliver the Bond Purchase Agreement in the form presented at this meeting.

The pricing details of the Bonds are as follows:

Maturity August 15 <u>Year</u>	Amount <u>Maturing \$</u>	<u>Rate%</u>	<u>Yield%</u>	<u>Price%</u>
2013	100,000	2.00	0.320	100.288
2016	680,000	4.00	0.720	110.267
2017	705,000	4.00	0.900	112.665
2018	760,000	4.00	1.160	114.215

2019	790,000	4.00	1.430	115.129
2020	825,000	4.00	1.660	115.759
2021	855,000	4.00	1.860	116.152
2022	890,000	4.00	2.080	115.955
2023	925,000	3.00	2.200	107.254
2024	975,000	3.00	2.310	106.221
2025	985,000	3.00	2.450	104.923

The Chairman, Vice Chairman, and the Clerk of the Board are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.

The final Official Statement of the District for the sale of the Bonds, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Superintendent and/or Chairman or Vice Chairman of the Board of Trustees of the District shall approve, is hereby authorized, and the Superintendent and/or Chairman or Vice Chairman of the Board of Trustees shall sign such final Official Statement and deliver such final Official Statement to the Purchaser for distribution to prospective purchasers of the Bonds and other interested persons, which signature shall evidence such approval. The use of the Preliminary Official Statement dated May 23, 2013, together with amendment thereto dated May 23, 2013 (collectively, the "Preliminary Official Statement"), by the Purchaser and the actions of the District, including the certification by the Chairman, Vice Chairman, Superintendent or Director of Business and Operations of the District as to the "deemed finality" of the Preliminary Official Statement pursuant to SEC Rule 15c2-12 in connection with the offering of the Bonds are hereby acknowledged, approved and ratified.

In order to comply with subsection (b)(5) of SEC Rule 15c2-12, the Purchaser has provided in the Bond Purchase Agreement that it is a condition to delivery of the Bonds that the District and the Paying Agent shall have executed and delivered the Information Reporting Agreement. The Information Reporting Agreement is hereby ratified and approved in all respects and the Chairman or Vice Chairman is hereby authorized to execute and deliver the Information Reporting Agreement. Such Information Reporting Agreement shall constitute the District's undertaking for compliance with Rule 15c2-12.

209. Execution of Bonds. The Bonds shall be executed on behalf of the District by the Chairman or Vice Chairman of the Board and countersigned by the Clerk of the Board (such signatures being either manual or by facsimile), and the corporate seal of the District, if any, shall be impressed or printed thereon. The certificate of the Treasurer of the Board attached to the Bonds shall be signed by the manual or facsimile signature of the Treasurer of the Board, with the seal of the District impressed or printed thereon. The said officials and each of them are hereby authorized and instructed to execute the Bonds accordingly and the use of facsimile signatures of said Chairman or Vice Chairman, Clerk and Treasurer and facsimile of the seal of the District on the Bonds are hereby authorized, approved and adopted as the authorized and authentic execution, countersigning and sealing, as applicable, of the Bonds by said officials.

The Bonds shall then be delivered to the Bond Registrar for manual authentication by it. Only such of the Bonds as shall bear thereon a certificate of authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Bond Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, this Bond Resolution and that the Holder thereof is entitled to the benefits of this Bond Resolution. The certificate of authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (a) such Bond is signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder or that all of the Bonds hereunder be authenticated by the same Bond Registrar, and (b) the date of registration and authentication of the Bond is inserted in the place provided therefor on the certificate of authentication.

The Chairman or Vice Chairman and Clerk of the Board are authorized to execute, countersign and seal from time to time, if applicable, in the manner described above, Bonds (the "Exchange Bonds") to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, countersigning and sealing of the Exchange Bonds by the District, the payee, maturity date, and interest rate shall be in blank. All Exchange Bonds shall be in the denomination of \$5,000. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, maturity date and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds, and to complete, authenticate and deliver the Exchange Bonds, for the purpose of effecting transfers and exchanges of Bonds; provided that any Exchange Bonds authenticated and delivered by the Bond Registrar shall bear the same series, maturity date and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer, and shall bear the name of such payee as the Bondholder requesting an exchange or transfer shall designate; and provided further that upon the delivery of any Exchange Bonds by the Bond Registrar, a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturities and interest rates shall be cancelled. The execution, countersigning and sealing, if applicable, by the District and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, maturity date and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

210. Establishment of Accounts and Funds.

A. The following accounts and funds on the accounting records of the District are hereby created with respect to the Bonds:

- (1) Bond Account, to be held by the District;
- (2) Cost of Issuance Fund, to be held by the Escrow Agent, if funded by the District at the time of delivery of the Bonds pursuant to Section 214 hereof; and
- (3) Rebate Fund, to be held by the District.

B. There shall be deposited into the Bond Account (i) taxes collected pursuant to Section 501 hereof, (ii) funds from the State of Idaho pursuant to Idaho Code Section 33-906, and (iii) such other funds as the District shall designate as irrevocably available to pay principal and interest on the Bonds. The District shall make disbursements from the Bond Account in accordance with Sections 404 and 501 hereof. For purposes of investment of funds in the Bond Account, the District may consider funds in the Bond Account not expected to be used to pay principal and interest on the Bonds to be held for the purpose of paying principal and interest on other bonds issued or to be issued by the District or to be used for any lawful purpose of the District. Moneys in the Bond Account may be invested in any investments permitted under the laws of the State of Idaho.

C. There shall be deposited into and disbursed from the Costs of Issuance Fund the moneys referred to in Section 211(b) hereof. On or after July 31, 2013, any moneys remaining in the Costs of Issuance Fund shall be transferred to the Bond Account.

D. There shall be deposited into and disbursed from the Rebate Fund the sums required under the Code.

211. Delivery of Bonds; Application of Proceeds. The Treasurer of the District is hereby instructed to make delivery of the Bonds to the Purchaser under the DTC Fast Automated Securities Transfer System and to receive payment therefor in accordance with the terms of the Bond Purchase Agreement and to deposit the proceeds of sale as follows:

(a) as directed by a Written Certificate and Request of the District, the proceeds of sale of the Bonds in the amount of \$9,358,846.34 shall be used to refund the Refunded Bonds, as described in Sections 212 and 213 hereof;

(b) a portion of the proceeds of sale of the Bonds shall either be deposited in the Cost of Issuance Fund to be used as described in Sections 210.A(2) and 214, or shall be paid directly by the Purchaser to pay costs of issuance, all as shall be directed by a Written Certificate and Request of the District.

212. Approval of Escrow Agreement; Deposits into Escrow Account.

(a) The Escrow Agreement, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Chairman or Vice Chairman of the Board shall approve, is hereby authorized, and the Chairman or Vice Chairman shall sign such Escrow Agreement, which signature shall evidence such approval. The Chairman and the Clerk are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Escrow Agreement and to carry the same into effect.

(b) The portion of the proceeds of the sale of the Bonds specified in Section 211(a) hereof shall be invested or reinvested in Escrow Securities and the Escrow Securities, together with the required cash deposit, if any, shall be deposited in trust with the Escrow Agent in accordance with the provisions of the Escrow Agreement for the sole purpose of refunding the Refunded Bonds.

(c) The Request for Bids issued on behalf of the District by Causey Demgen & Moore P.C. (“CD&M”), in which CD&M acted as bidding agent to solicit bids to provide certain Escrow Securities purchased on the open market for deposit into the Escrow Account established pursuant to the Escrow Agreement (the “Open Market Securities”), is hereby ratified and approved. The District has directed that CD&M shall solicit bids for the Open Market Securities in a manner that will avail the District of the safe harbor for establishing the yield on the Escrow Securities contained in Section 1.148-5(d)(6)(iii) of the Regulations.

(d) Upon the finding by CD&M that the bid proposal submitted to the District by Credit Suisse Securities (USA) LLC for providing the Open Market Securities is the best bid, the District hereby accepts and approves such bid, and the Chairman, Vice Chairman, and Director of Business and Operations of the District are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to evidence the District’s acceptance and approval of the bid and to carry the same into effect.

(e) The officers of the District are directed to obtain from CD&M prior to issuance of the Bonds, such certifications as shall be necessary to evidence the District’s compliance with Section 1.148-5(d)(6)(iii) of the Regulations.

213. Redemption of Refunded Bonds, Pledge, etc. of Escrow Account.

(a) The Refunded Bonds are hereby irrevocably called for redemption on August 15, 2015 (the “Redemption Date”). Notice of such redemption of the Refunded Bonds shall be given as provided in the Series 2005 Bonds Resolution and in accordance with the Act. Such Refunded Bonds are being redeemed at a redemption price consisting of par plus accrued interest to the Redemption Date.

(b) Pursuant to the Escrow Agreement the District has irrevocably set aside for and pledged to the Refunded Bonds moneys and Escrow Securities in amounts which, together with known earned income from the Escrow Securities, will be sufficient in amount to pay the principal of, interest on, and any redemption premiums on the Refunded Bonds as the same become due and to redeem the Refunded Bonds on the Redemption Date. To verify the sufficiency of the Escrow Account, the District will obtain a report of Grant Thornton LLP which will be attached to the Escrow Agreement. Based upon the foregoing, the District finds that the Refunded Bonds will be defeased upon deposit of such moneys and Escrow Securities immediately following the delivery of the Bonds.

(c) Any moneys remaining in the Escrow Account and not needed for refunding of the Refunded Bonds shall be applied to pay any costs of issuance of the Bonds that remain unpaid, if any, and any moneys remaining thereafter shall be transferred to the District for deposit into the Bond Account in accordance with Idaho Code Section 33-1120.

214. Cost of Issuance Fund. There is hereby established in the hands of the Escrow Agent a separate account designated as the “Cost of Issuance Fund.” At the time of the delivery of the Bonds, the District may deposit into the Cost of Issuance Fund such amount as shall be shown in a Written Certificate and Request filed with the Escrow Agent at the time of delivery of the Bonds. The Written Certificate and Request contemplated by Section 211(b) so filed shall itemize those costs of issuance to be paid from the Cost of Issuance Fund, if any, and those costs of issuance to be paid by the Purchaser in accordance with the terms of the Bond Purchase Agreement and the Written Certificate and Request. Moneys in the Cost of Issuance Fund shall be used for the payment of costs of issuance of the Bonds or, pending payment of costs, invested pursuant to the Escrow Agreement. Any moneys remaining in the Cost of Issuance Fund shall be transferred promptly by the Escrow Agent to the District for deposit into the Bond Account.

215. Defeasance.

(a) If the District shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders the principal of or redemption price, if applicable, and interest due or to become due on the Bonds, if applicable, at the times and in the manner stipulated therein and in this Resolution, or such Bonds shall have been deemed to have been paid, then the levy of taxes provided in Section 501 hereof and other moneys, securities and funds pledged under the Resolution and all covenants, agreements and other obligations of the District to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Bonds or interest installments the payment or redemption of which moneys shall have been set aside and shall be held in trust (through deposit by the District of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section. All outstanding Bonds

shall prior to the maturity thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section if:

(i) in case any of said Bonds are to be redeemed on any date prior to their maturity, if applicable, the District shall have given irrevocable instructions to mail to the Bondholders of such Bonds, notice of redemption of such Bonds on said date;

(ii) there shall have been deposited in escrow with a bank, trust company or suitable depository (the "Defeasance Agent") either (a) moneys in an amount which shall be sufficient, or (b) Defeasance Securities (defined below) (including any Defeasance Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Defeasance Agent at the same time, shall be sufficient, to pay when due the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, without adversely affecting the tax-exempt status of the interest on said Bonds taxable under the Code. In the case of a deposit under clause (b) above, the District will provide to the Defeasance Agent a verification as to the sufficiency of the Defeasance Securities to pay when due the principal or redemption price, as applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof; and

(iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the District shall have given irrevocable instructions to mail, first class postage prepaid, a notice to the Bondholders that the deposit required by (ii) above has been made with the Defeasance Agent and that said Bonds are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price as applicable, and interest due or to become due, if applicable, on said Bonds.

(c) Neither Defeasance Securities nor moneys deposited with the Defeasance Agent pursuant to this section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Securities deposited with the Defeasance Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal or redemption price, as applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments

shall be paid over to the District, free and clear of any trust, lien or pledge. For the purposes of this section, “Defeasance Securities” shall include the following:

(i) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (ii) below), or

(ii) Direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America, provided such securities shall be authorized as permitted investments for such purpose by the laws of the State of Idaho.

Bonds, the principal of and interest on and redemption premium, if any, which shall have been provided for in the manner set forth in Subsection (b) hereof shall be deemed not to be outstanding under the Resolution or under applicable provisions of the law of the State of Idaho, including without limitation, the Act and in particular the indebtedness limitation in Section 33-1103 of the Act.

216. Further Authority. The Chairman, the Vice Chairman, the Clerk, the Treasurer or the Director of Business and Operations, and other officers of the District are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, the redemption of the Refunded Bonds, and the fulfillment of the covenants and obligations of the District contained herein, in the Escrow Agreement and any Tax Certificate.

217. Bond Levy Subsidy. The District covenants to apply for and take all reasonable actions necessary to continue to be eligible to receive payments from the State of Idaho under Idaho Code, Sections 33-906 and 33-906A, or any successor provision.

218. Idaho State Bond Guaranty.

(a) Payment of the principal of and interest on the Bonds when due is guaranteed by the sales tax collected by the State of Idaho pursuant to the provisions of the Idaho School Bond Guaranty Act, Title 33, chapter 53, Idaho Code (the “Sales Tax Guaranty Act”). In addition, payment of the principal of and interest on the Bonds when due is guaranteed by the school district bond credit enhancement program under Title 57, chapter 7, Idaho Code (the “Credit Enhancement Program”) (the Sales Tax Guaranty Act and Credit Enhancement Program hereinafter sometimes referred to collectively as the “Bond Guaranty Programs”).

(b) In accordance with the requirements of the Bond Guaranty Programs, the District shall transfer moneys from the Bond Account sufficient for the

scheduled debt service payment on the Bonds to the Paying Agent at least fifteen (15) days before each principal or interest payment date for the Bonds, and if the District is unable to transfer the scheduled debt service payment to the Paying Agent fifteen (15) days before the payment date, the District shall immediately notify the Paying Agent and the Treasurer of the State of Idaho (the “State Treasurer”).

(c) The District will use its best effort to cause the Paying Agent to comply with the requirements imposed on the Paying Agent by the Bond Guaranty Programs, including requiring in any paying agent agreement that the Paying Agent notify the State Treasurer in writing at least ten (10) days before the scheduled debt service payment date in the event the District has not transferred sufficient funds as required in (b) above.

(d) The District shall reimburse all moneys drawn by the State Treasurer on its behalf and shall pay interest to the State on all moneys paid by the State as provided in the Bond Guaranty Programs.

(e) The District covenants to comply with the notification, recordkeeping, financial disclosure and other requirements of the Bond Guaranty Programs.

219. Designation as “Qualified Tax-Exempt Obligations”. The District hereby designates the Bonds as “Qualified Tax-Exempt Obligations” for the purpose and within the meaning of Section 265(b)(3) of the Code. The District hereby certifies that the Bonds are the only bonds or similar obligations of the District for which a designation as “Qualified Tax-Exempt Obligations” has been made for the current calendar year.

ARTICLE III TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

301. Transfer of Bonds.

(a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 303 hereof, by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The District, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully registered Bond or Bonds in an authorized denomination (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) and of the same series, designation, maturity and interest rate duly executed by the District, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) after the Record Date with respect to any redemption of such Bond, if applicable. If Exchange Bonds are prepared in connection with transfers outside the book-entry registration system as provided in Section 209, the foregoing provisions of this Section 301 shall apply to such transfers or exchanges. Then and thereafter, Exchange Bonds shall be in the denomination of \$5,000 only, and shall bear numbers as provided in Section 205 hereof. All Bonds issued after the first numbering of Bonds in \$5,000 denominations pursuant to this Article III shall thereafter continue to bear the same number, which shall be used on all newly issued Bonds issued for purposes of all subsequent transfers and exchanges.

302. Exchange of Bonds. Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) after the Record Date with respect to any redemption of such Bond, if applicable.

303. Bond Registration Books. This Bond Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act of Idaho, chapter 9 of Title 57, Idaho Code. The Bond Registrar shall keep or cause to be kept, at its designated corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District; and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein provided.

304. List of Bondholder. The Bond Registrar shall maintain a list of the names and addresses of the Holders of all Bonds and upon any transfer shall add the name and address of the new Holder and eliminate the name and address of the transferor Holder.

305. Duties of Bond Registrar. If requested by the Bond Registrar, the Chairman or Vice Chairman and Clerk of the Board are authorized to execute the Bond Registrar's standard

form of agreement between the District and the Bond Registrar with respect to the compensation, obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds, as applicable;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption, if applicable, or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to Bonds cancelled and/or destroyed;
- (f) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds; and
- (g) to comply with all applicable provisions of the Representations Letter, as called for in Section 402 hereof.

ARTICLE IV
BOOK-ENTRY SYSTEM; LIMITED OBLIGATION
OF DISTRICT; REPRESENTATIONS LETTER

401. Book-Entry Only System. The Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each of the maturities set forth in Section 204 hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC. Except as provided in Section 403 hereof, all of the outstanding Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, the District, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any Participant or to any Person on behalf of which a Participant holds an interest in the Bonds with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption, if applicable, or (iii) the payment to any Participant or any other

Person, other than a Bondholder, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of or interest on the Bonds. The District, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the Bondholder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and interest on the Bonds only to or upon the order of the respective Bondholders, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in Section 206 hereof, and all such payments shall be valid and effective to satisfy and discharge fully the District's obligations with respect to payment of principal of and interest on the Bonds, to the extent of the sum or sums so paid. No Person other than a Bondholder, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Bond evidencing the obligation of the District to make payments of principal and interest pursuant to this Bond Resolution. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co. and subject to the provisions herein with respect to Record Dates, the word "Cede & Co." in this Bond Resolution shall refer to such new nominee of DTC, and, upon receipt of such a notice, the District promptly shall deliver a copy of the same to the Bond Registrar and the Paying Agent.

402. Representations Letter. The District's Representations Letter is currently on file with DTC. In the written acceptance of the Paying Agent and Bond Registrar referred to in Section 206 hereof, such Paying Agent and Bond Registrar, respectively, shall agree to take all action necessary for all representations of the District in the Representations Letter with respect to the Paying Agent and Bond Registrar, respectively, to be complied with at all times. The District's Representations Letter is for the purpose of effectuating the Book-Entry-Only system and shall not be deemed to amend, supersede or supplement the terms of this Resolution, which terms are intended to be complete without reference to the Representations Letter.

In the event of any conflict between the terms of the Representations Letter and the terms of this Resolution, the terms of this Resolution shall control. DTC may exercise the rights of a Bondholder hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

403. Transfers Outside Book-Entry System. In the event that (a) the District determines that DTC is incapable of discharging or is unwilling to discharge its responsibilities described herein and in the Representations Letter, (b) DTC determines to discontinue providing its service as securities depository with respect to the Bonds at any time as provided in the Representations Letter or (c) the District determines that it is in the best interests of the Bondholders, as the beneficial owners of the Bonds, that they be able to obtain certificated Bonds and an alternative book-entry system is not available or is not selected as provided in the succeeding sentence, the District shall notify DTC and direct DTC to notify the Participants of the availability through DTC of Bond certificates, and the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co.,

as nominee of DTC. At that time, the District may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system as may be acceptable to the District or such depository's agent or designee, and, if the District does not select such alternate universal book-entry system, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of Article III hereof.

404. Payments to Cede & Co. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representations Letter.

ARTICLE V COVENANTS AND UNDERTAKINGS

501. Levy of Taxes. The District covenants and agrees that to pay principal of and interest on the Bonds falling due to and including August 15, 2025, the District shall levy and cause to be levied annually at the time when and in the manner in which other general taxes of the District are levied, upon all the taxable property within the limits of the District, in addition to all other authorized taxes and assessments, a tax or assessment in the amount specified by Idaho Code Sections 33-802 and 33-802A, and sufficient to meet the payments of principal and interest on the Bonds as the same mature, and such taxes shall be levied, assessed, certified, extended and collected by their proper officers at the times, other taxes are levied, assessed, certified, extended and collected in, for and by the District and by the officers thereof, all as fixed by law, until the principal and interest of all Bonds and interest thereon shall be fully paid.

Principal of or interest on the Bonds falling due at any time when the proceeds of said tax levy may not be available shall be paid from other funds of the District and shall be reimbursed from the proceeds of said taxes when said taxes shall have been collected. Said taxes in each of the years shall be and are hereby certified to the Boards of County Commissioners of Kootenai and Bonner Counties, Idaho, as being taxes necessary to be levied on all of the taxable property in the District for the purpose of paying the principal of and the interest on the Bonds as the same become due. When collected, said taxes shall be placed into the Bond Account and shall be used for no other purpose than for the payment of the principal of and the interest on the Bonds as the same become due, so long as any of the Bonds remain outstanding and unpaid, but nothing herein contained shall be construed to prevent the District from paying the interest on or the principal of the Bonds from any other funds in its hands and available for that purpose or to prevent the District from levying any further or additional taxes which may be necessary to pay fully the interest on or the principal of the Bonds.

The full faith and credit and all taxable property in the District are hereby pledged for the prompt payment of the principal of and the interest on the Bonds as the same become due, and,

to that end, the tax levies herein provided shall be in full force and effect and remain so forever until the indebtedness hereby incurred, principal and interest, shall have been fully paid, satisfied and discharged, except as hereinbefore provided. Any collection fees or charges made in connection with the payment of the Bonds and interest thereon are to be paid by the District.

502. Bonds in Registered Form. The District recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the District agrees that it will not take any action to permit the Bonds to be issued in or converted into bearer or coupon form.

503. Arbitrage Covenant; Covenant to Maintain Tax Exemption.

(a) The Chairman, Vice Chairman, Superintendent or Director of Business and Operations of the District, or such other appropriate officials of the District each are hereby authorized and directed to execute from time to time such Tax Certificates as shall be necessary to establish that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised, and to establish that interest on the Bonds is not and will not become includable in gross income under the Code and applicable regulations. The District covenants and certifies to and for the benefit of the Bondholders that no use will be made of the proceeds of the issue and sale of the Bonds, or any funds or accounts of the District which may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated,) which use, if it had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to this covenant, the District obligates itself to comply throughout the term of the Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

(b) The District further covenants and agrees to and for the benefit of the Bondholders that the District (i) will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, (ii) will not omit to take or cause to be taken, in timely manner, any action which would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, and (iii) without limiting the generality of the foregoing, (a) will not take any action which would cause the Bonds, or any Bond, to be a “private activity bond” within the meaning of Section 141 of the Code or to fail to meet any applicable requirement of Section 149 of the Code and (b) will not omit to take or cause to be taken, in timely manner, an action which would cause the Bonds, or any Bond, to be a “private activity bond” or to fail to meet

any applicable requirement of Section 149 of the Code. The Chairman, Vice Chairman, Superintendent or Director of Business and Operations of the District, or such other appropriate officials of the District, each are hereby authorized and directed to execute from time to time such Tax Certificate as shall be necessary to establish that the Bonds are not and will not become “private activity bonds,” that all applicable requirements of Section 149 of the Code are and will be met, and that the covenant of the District contained in this Section 503(b) will be complied with.

(c) The District covenants and certifies to and for the benefit of the Bondholders that: (i) the District will at all times comply with the provisions of any Tax Certificate; (ii) the District will at all times comply with the rebate requirements contained in Section 148(f) of the Code, to the extent applicable; and (iii) no bonds or other evidences of indebtedness of the District have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Bonds and ending 15 days following the date of delivery of and payment for the Bonds.

(d) The Tax Certificate, in form acceptable to Bond Counsel, with such insertions and changes therein as shall be approved by the Chairman or Vice Chairman of the Board and the Superintendent or Director of Business and Operations of the District or such other appropriate officials of the District, is hereby authorized and approved. Such approval of said Chairman or Vice Chairman of the Board and Superintendent or Director of Business and Operations of the District shall be conclusively established by their execution of the Tax Certificate in its final form.

The District hereby covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any resolution or Tax Certificate necessary to comply with any changes in law or regulations in order to preserve the exclusion of interest on the Bonds from gross income of the Bondholders thereof for purposes of the federal income tax to the extent that it may lawfully do so. The District further covenants to (a) impose such limitations on the investment or use of moneys or investment related to the Bonds, (b) make such payments to the United States Treasury, (c) maintain such records, (d) perform such calculations and (e) perform such other acts as may be necessary to preserve the exclusion of interest on the Bonds from gross income of the Bondholders thereof for purposes of the federal income tax and which it lawfully may do.

Pursuant to these covenants, the District obligates itself to comply with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder throughout the term of the issue of the Bonds.

504. Approval of Plan and Form of Bonds. It is hereby found, determined and declared that in the judgment of the Board of Trustees the plan and form of the Bonds as set forth in this Bond Resolution, to the extent it may conflict with or depart from the plan and form for bonds specified in chapter 11 of Title 33, Idaho Code, will result to the benefit and advantage of the District, and therefore pursuant to the provisions of Section 33-1107, Idaho Code, the Bonds shall be sold and delivered to the Purchaser with the annual maturity amounts and dates of

payments and bearing interest at the rates herein affixed, upon the payment of the agreed purchase price, after the plan and form thereof shall have been approved by the State Superintendent of Public Instruction, all as provided in Section 33-1107, Idaho Code. The Clerk of the Board is hereby directed to submit a copy of this Bond Resolution to the State Superintendent of Public Instruction, together with a request that such Superintendent approve the plan and form of the Bonds.

ARTICLE VI
FORM OF BONDS

601. Form of Bonds. Each fully registered Bond shall be in substantially the following form, with any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required:

Registered

Registered

[FORM OF BOND]

UNITED STATES OF AMERICA

STATE OF IDAHO

Number _____

\$ _____

JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES, STATE OF IDAHO
GENERAL OBLIGATION REFUNDING BOND, SERIES 2013

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP NO.
		06/13/13	511798_____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho (“District”), acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, on the maturity date identified above, upon presentation and surrender hereof, the principal amount identified above (the “Principal Amount”), and to pay the registered

owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event this Bond shall bear interest from the dated date identified above (the "Dated Date"), or unless, as shown by the records of the hereinafter referred to Bond Registrar, interest on the hereinafter referred to Bonds shall be in default, in which event this Bond shall bear interest from the date to which interest has been paid in full, at the interest rate per annum (calculated on the basis of a year of 360 days and twelve 30-day months) identified above (the "Interest Rate"), payable on August 15, 2013, and thereafter in each year on February 15 and August 15 until payment in full of said Principal Amount, except as the provisions set forth in the hereinafter mentioned Bond Resolution with respect to redemption prior to maturity may become applicable hereto. To the extent permitted by law, this Bond shall bear interest on overdue principal at the Interest Rate. Principal of, and premium, if any, of this Bond shall be payable at the designated corporate trust office of Wells Fargo Bank, National Association, the Paying Agent of the District, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; and payment of the semiannual interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record as of the close of business on the fifteenth day preceding the interest payment date and if not a business day of the Paying Agent, the next preceding day that is a business day of the Paying Agent, at the address of such registered owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar as provided in the hereinafter defined Bond Resolution.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Idaho and pursuant to the provisions of chapter 11 of Title 33 and chapters 2, 5 and 9 of Title 57, Idaho Code, and all acts of the Legislature of the State of Idaho amendatory thereof and supplementary thereof (collectively, the "Act"). It is hereby expressly certified and recited that all acts and conditions requisite and precedent to the validity of this issue have been properly done and performed in regular and due time, form and manner, as required by law; that the total outstanding indebtedness of the District, including the whole of this issue, does not exceed any constitutional or statutory debt limit; that the full faith and credit of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, are hereby pledged for the due and punctual payment of the principal hereof and interest hereon; and that provision has been made in the statutory manner for the levy and collection of taxes sufficient to pay the interest on this Bond as the same becomes due, and for the payment of the principal hereof at the date of the maturity of this Bond.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

This Bond is one of the General Obligation Refunding Bonds, Series 2013, of the District (the “Bonds”) limited to the aggregate principal amount of \$8,490,000, dated as of the Dated Date, issued under and by virtue of the Act, and under and pursuant to a resolution of the District adopted on May 30, 2013 (the “Bond Resolution”), for the purpose of providing funds to refund certain outstanding bonds of the District. Wells Fargo Bank, National Association, is the initial bond registrar and paying agent of the District with respect to the Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the “Bond Registrar” and the “Paying Agent.”

The Bonds are initially issued in the form of a separate single certificated fully registered Bond for each maturity, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”).

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

[This Bond is transferable, as provided in the Bond Resolution, only upon the books of the District kept for that purpose at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or such duly authorized attorney, and thereupon the District shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Resolution and upon the payment of the charges therein prescribed. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The District, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the District, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.]

[The Bonds are issuable solely in the form of registered Bonds without coupons in the denomination of \$5,000, or any integral multiple of \$5,000.]

The Bonds maturing on or prior to August 15, 2023, are not subject to call and redemption prior to maturity. The Bonds maturing on and after August 15, 2024, are subject to redemption at the election of the District on August 15, 2023, and on any date thereafter prior to maturity, in whole or in part, in accordance with the optional arrangements then in effect with

DTC, at the price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest, if any, to the date of redemption.

[Notice of redemption shall be given by the Bond Registrar by registered mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to the registered owner of each Bond which is subject to redemption, at the address of such registered owner as it appears on the registration books kept by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. Notice also shall be given by registered mail to The Bond Buyer, a publication printed in the City of New York, New York, to the fiscal agent of the District, if any, and to the Paying Agent, if other than the Bond Registrar, all as provided in the Bond Resolution.]

[If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date, interest on such Bonds shall cease to accrue and become payable.]

[In addition to the foregoing notice, further notice shall be given by the Bond Registrar as provided in the Bond Resolution, but no defect in such further notice nor any failure to give all or any portion of such further notices shall in any manner affect the validity of a call for redemption if notice thereof is given as above described.]

[Less than all of a Bond in a denomination in excess of \$5,000 may be so redeemed, and in such case, upon the surrender of such Bond, there shall be issued to the registered owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, at the option of such owner, registered Bonds of any of the authorized denominations, all as more fully set forth in the Bond Resolution. In selecting portions of any registered Bond which is of a denomination of more than \$5,000 for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.]

Payment of the principal of and interest on the Bonds when due is guaranteed by the sales tax collected by the State of Idaho under the provisions of the Idaho School Bond Guaranty Act, Title 33, chapter 53, Idaho Code, and the school district bond credit enhancement program under Title 57, chapter 7, Idaho Code (collectively, the “Bond Guaranty Programs”). The State of Idaho pledges to and agrees with the holders of the Bonds that the State will not alter, impair, or limit the rights vested by the Bond Guaranty Programs with respect to the Bonds until the Bonds, together with interest, are fully paid and discharged.

The District has designated the Bonds as “Qualified Tax Exempt Obligations” for the purpose and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended and supplemented.

Bond Registrar and Paying Agent:
Wells Fargo Bank, National Association

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints _____
_____ of _____

to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

CERTIFICATE OF TREASURER OF BOARD OF TRUSTEES
STATE OF IDAHO)

) ss.

County of Kootenai)

I, the undersigned, the duly constituted, legally qualified and acting Treasurer of the Board of Trustees of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, hereby certify that the within Bond has been registered and recorded in my office pursuant to the provisions of chapter 9, Title 57, Idaho Code, and all acts amendatory thereof and supplementary thereto.

WITNESS my hand and the seal of said District this 13th day of June, 2013.

[Manual or Facsimile Signature]

Treasurer, Board of Trustees

[SEAL]

Included when Bonds registered with DTC.

[Bracketed text deleted when Bonds DTC registered.]

[End of Bond Form]

ARTICLE VII
MISCELLANEOUS

701. Ratification. All proceedings, resolutions and actions of the Board, the District, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the Bonds are hereby in all respects ratified, confirmed and approved.

702. Severability. It is hereby declared that all parts of this Bond Resolution are severable, and if any section, paragraph, clause or provision of this Bond Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Bond Resolution.

703. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

[The remainder of this page has been left blank intentionally.]

704. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Resolution.

705. Effective Date. This Bond Resolution shall take effect immediately.

PASSED AND APPROVED this 30th day of May, 2013.

JOINT SCHOOL DISTRICT NO. 272
(LAKELAND), KOOTENAI AND BONNER
COUNTIES, STATE OF IDAHO

Chairman, Board of Trustees

ATTEST:

Clerk, Board of Trustees

[SEAL]

JOINT SCHOOL DISTRICT NO. 272 (LAKELAND),
KOOTENAI AND BONNER COUNTIES,
STATE OF IDAHO

EXCERPT FROM MINUTES

The Trustees of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, met in special session at Lakeland High School at 7006 W. Highway 53, Rathdrum, Idaho, on Thursday, May 30, 2013, at 5:00 p.m.

There were present at said meeting the following

Trustees: Larry Brown, Chairman
 Brian Wallace, Vice Chairman
 Kyle Olmstead
 John Shaffer
 Tim Skubitz

There were the following Trustees absent:

There were also present:

Dr. Mary Ann Ranells, Superintendent
Brad Murray, Assistant Superintendent
Tom Taggart, Director of Business and Operations
Brook Cunningham, Clerk
Eric Heringer, Seattle-Northwest Securities Corporation
Danielle Quade, Hawley Troxell Ennis & Hawley LLP

Adoption of Bond Resolution (Series 2013 Refunding Bonds)

The Chairman introduced a resolution, the title of which was read in full and is as follows:

A Resolution authorizing the issuance and confirming the sale of \$8,490,000 General Obligation Refunding Bonds, Series 2013, of Joint School District No. 272 (Lakeland), Kootenai and Bonner Counties, State of Idaho, and providing for related matters.

A motion to adopt the foregoing Resolution was then duly made by Trustee _____ and duly seconded by Trustee _____, put to a vote and carried, the vote being as follows:

Those voting Yes:

Larry Brown
Kyle Olmstead
John Shaffer
Tim Skubitz
Brian Wallace

Those voting No:

Those abstaining:

Those absent:

Thereupon, the Chairman declared said motion carried and said Resolution duly passed and was adopted. The Resolution was thereupon signed by the Chairman of the Board of Trustees in evidence of his approval and was attested by the Clerk of the Board and was ordered recorded in the records of the Board.

The Resolution contains within it the approval of the following documents in connection with the issuance of the District's refunding bonds (the "2013 Bonds"):

1. Bond Purchase Agreement dated May 30, 2013, between the Board and Seattle-Northwest Securities Corporation (the "Bond Purchase Agreement");
2. Preliminary Official Statement dated May 23, 2013, amendment thereto dated May 23, 2013, and Final Official Statement dated May 30, 2013 (collectively, the "Official Statement");
3. The form of the Escrow Agreement to be entered into with Wells Fargo Bank, National Association, as escrow agent, with respect to the refunding of certain of the District's General Obligation Bonds, Series 2005, pursuant to the Resolution (the "Escrow Agreement");
4. Information Reporting Agreement to be dated the date of delivery of the 2013 Bonds between the District and Wells Fargo Bank, National Association, as disclosure agent (the "Reporting Agreement") in the form attached to the Official Statement.

The approval of the Bond Purchase Agreement, Official Statement, Escrow Agreement, and Reporting Agreement were duly noted, and copies of such documents, when available, were ordered to be placed on file in the District's administrative offices.

(Other business not pertinent to the above may appear in the minutes of the meeting.)

JOINT SCHOOL DISTRICT NO. 272
(LAKELAND), KOOTENAI AND BONNER
COUNTIES, STATE OF IDAHO

By _____
Chairman

ATTEST:

By _____
Clerk

Superintendent Evaluations

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Idaho School Boards Association

Superintendent Evaluations

- ∞ A 2002 National School Boards Association report claimed, the most significant role of a school board may be “selecting and overseeing the district superintendent.” The report suggested that superintendent evaluation is the most important factor in the board/superintendent relationship. Research on superintendent evaluation suggests current practice typically lacks a clear process with objective measures. Effective evaluation could lead to district improvement. **An accurate, fair and substantive evaluation of a school district superintendent may be one of the most significant levers a school board has to drive district improvement.**



"Oh, for goodness sakes lighten up...we have a no-kill policy!"

Guiding Questions

- ☞ 1. **Why** evaluate superintendents?
- ☞ 2. **What** is a comprehensive evaluation?
- ☞ 3. **When** is the evaluation process started/finished?
- ☞ 4. **How** can we apply this to our district?

111



WHY EVALUATE?

Evaluation fulfills the 4 Board Governing Roles.

- ∞ 1. Vision: Goal Setting.
- ∞ 2. Structure: Clear plan, timeline.
- ∞ 3. Accountability: Measurement of progress to goals, superintendent performance.
- ∞ 4. Advocacy: Communication of goals and progress in meeting them.

Purpose

The evaluation process and tools serve to:

- Continuously improve the functioning of the district;
- Clarify the expectations and authority of the superintendent;
- Provide feedback to the superintendent regarding performance expectations in key areas;
- Provide the groundwork for establishing future goals;
- Strengthen the relationship between the superintendent and the board.

Idaho Code

33-513

The board of trustees shall conduct an **annual, written, formal** evaluation of the work of the superintendent of the district. The evaluation shall indicate the **strengths and weaknesses** of the superintendent's job performance in the year immediately preceding the evaluation and the areas where **improvements** in the superintendent's job performance in the view of the board of trustees is called for.

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Comprehensive Evaluations

☞ 1. Standards

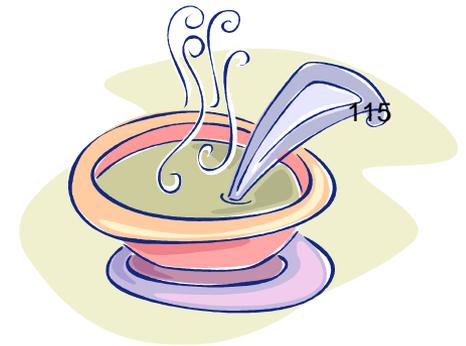
- Idaho Foundation Standards for School Administrators
- ISLLC Standards
- AASA Domains
- Danielson Model

☞ 2. Both Formative and Summative Evaluations

- End Results, Student Achievement Data
- Goals Update
- Standards Rating
- Mutually Agreed upon Targets

☞ 3. Goals: A developed and agreed upon “collective vision.”

☞ 4. Targets and Measurable Outcomes



Idaho Template

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Creation of Template

- ✎ Developed with taskforce and various stakeholders
 - ISSA, ISBA, SDE (Steve Underwood), PTA, IEA, College of Ed, Superintendents, Parents, other Administrators
- ✎ Research based, best practice
 - Texas, Washington, Minnesota, Oregon, Missouri, Pennsylvania
- ✎ Fulfilled requirements of the law and board rule
- ✎ Includes Certain Characteristics
 - National/State Standards for Administrators
 - Scaled Rubric with descriptors
- ✎ Adaptable to each district

Will Take Work and Time



"Your entire performance review is based on what you do in the next thirty seconds ... go!"

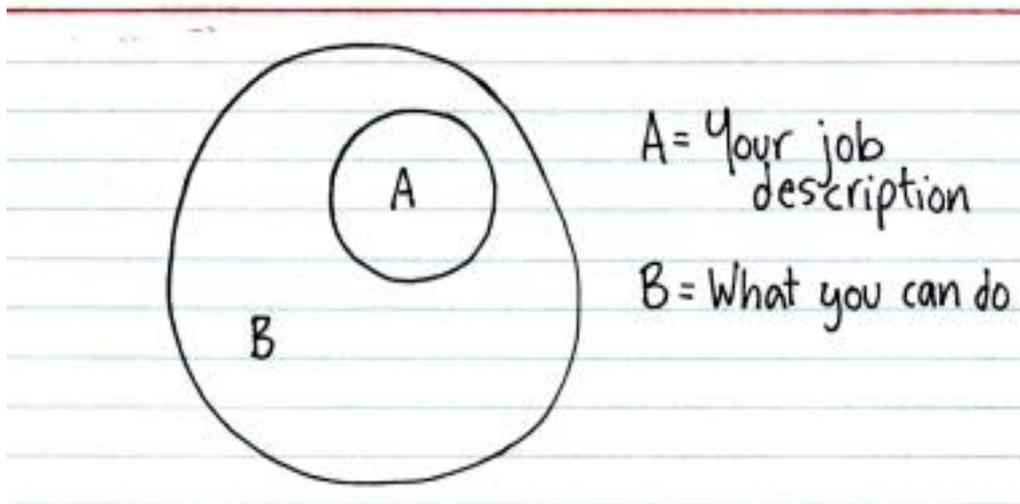
Phases

- ☞ 1. Superintendent Job Description
- ☞ 2. Standards for Administrators
- ☞ 3. District Goals and Measurable Targets
- ☞ 4. Achievements and Next Level of Work
- ☞ 5. Summary and Reporting

Phase 1

∞ Superintendent Job Description

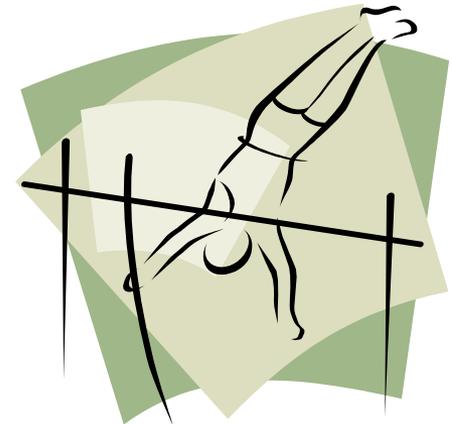
- Common understanding of current job description
 - Job description as well as superintendent timeline be adopted into policy



Phase 2

- ∞ Leadership Standards Based upon the Idaho Foundation Standards for School Administrators
 - Connected to the Interstate School Leaders Licensure Consortium (ISLLC Standards)
 - Define what they should know and be able to do
 - Each standard has quality indicators to help define and describe

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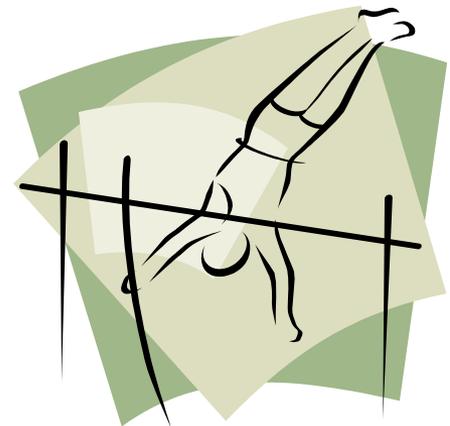


Phase 2

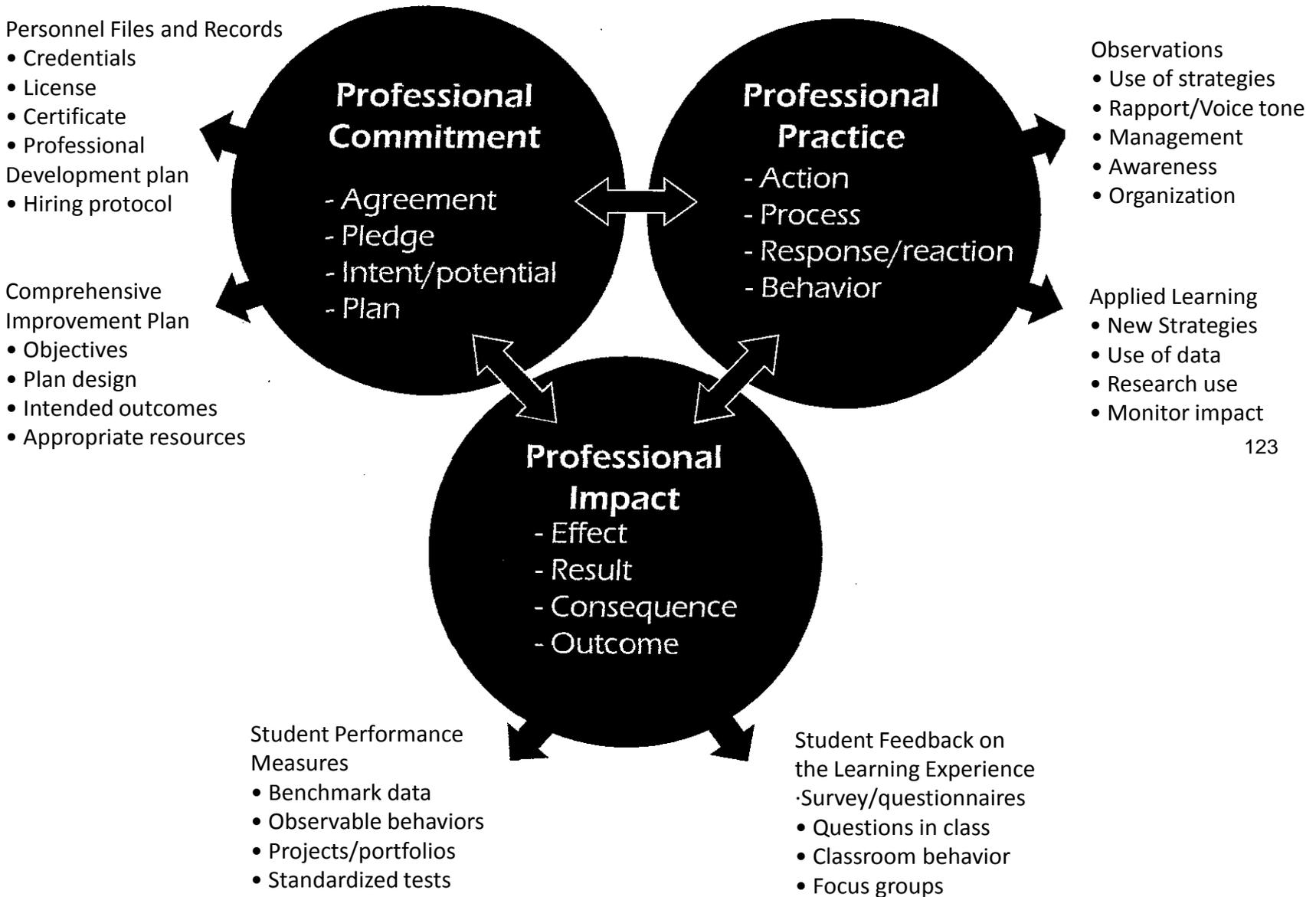
∞ Leadership Standards

- 1-4 Rating similar to Danielson
- Unsatisfactory—Basic—Proficient—Distinguished
- Professional Frames provide evidence for each quality indicator
- Each board member rates the superintendent on the quality indicators to come up with a score for that standard
- Both median and average scores are used

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Professional Frames of the Superintendent Data Sources



Phase 2

∞ Student Achievement (Standard 2)

- Evaluation of how targets are met
- In conjunction with district goals
- Multiple measures of progress
 - District achievement
 - Building achievement
 - Grade level achievement
 - Classroom achievement
 - Student achievement

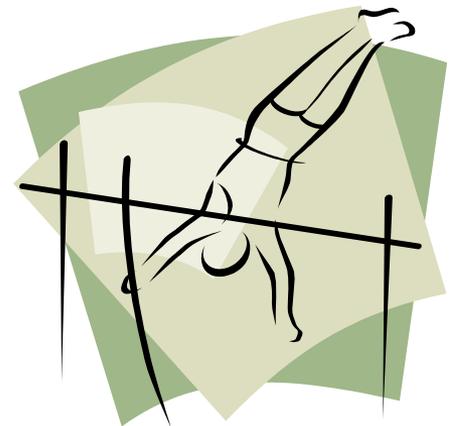


Phase 2

∞ Leadership Standards

- Parental Input is collected as part of Standard 4
- Individual districts determine their parental input piece
- Sample survey questions for staff or patrons are provided

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Phase 3

Progress Toward Goals: District, Superintendent Targets and Standards

- Select 2-3 targets for the upcoming year
- Determine measureable outcomes
 - Do you have the data to support the results?
- Link it to identified standards
- Provide periodic updates
 - Suggested: Sept, Nov, Feb
 - Final Summary in May



Phase 4

∞ Significant Achievements and Next Level of Work

- Keep a running list of achievements accomplished
- Identify areas of excellence
- Identify areas of growth or needed improvement
 - Should be based in part on conversation with Superintendent about his/her observations
 - These should be incorporated into next years goals

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Phase 5

Summary and Reporting

- Ratings for all standards
- Whole board comments should be included
- Include data to support student achievement targets
- Jointly approved comments are recommended
- Signatures are required

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Performance	Average Rating	Comments
Standard		Each Board member will rate the Superintendent on the Standards. This column allows the Board to comment on the strength and weakness in each standard
Standard 2		
Standard 3		
Standard 4		
Standard 5		
Standard 6		
Total From 1-4		
Total	=Final Score out of 4	129
Student Achievement Target	Comments	

Meeting With the Superintendent

Executive Session

- Copy of evaluation
- Chair will open, make general statement
- Guided discussion questions
- Board member comments--Superintendent's remarks
- Areas for growth and development discussion
- Approve open meeting statement

Open Meeting Statement

- Required by law: orally or written
- General statement about the process and the result
- Compare with district goals

Appendix

- ✎ Final Copy of Evaluation
- ✎ Sample Survey Questions for Parental Input
 - Survey monkey
 - PT Conference
- ✎ Reflective Conversation Questions
- ✎ Sources of Evidence for each Standard

Timeline

☞ Timeline

- Continuous Process
- Start Now
 - Take this evaluation template and plug in pieces that you may already have.



Implementation Steps

- ☞ 1. Decide who will customize and manage the process.
- ☞ 2. Review the superintendent evaluation instrument template.
- ☞ 3. Align the superintendent goals with district goals.
- ☞ 4. Customize the targets to meet district expectations.
- ☞ 5. Align job description so he/she is provided with the authority to meet the expectations.
- ☞ 6. Identify how and when the board will provide input and when it will be collected.



Implementation Steps

- ☞ 7. Train all board members on how to complete the evaluation.
- ☞ 8. Track information delivered during the year related to the objectives.
- ☞ 9. Complete the evaluation instrument and tabulate the data.
- ☞ 10. Meet and engage in dialogue about the results.
- ☞ 11. Use the results to inform future work
- ☞ 12. Start the evaluation process again.



ISBA Follow-up Opportunities

- IEN Follow up during board work sessions
- Summer Leadership
- Spring Regional Meeting Opportunities
- Phone consultation
- Schedule own Board or Regional Trainings

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Let's Get Real!

- ☞ Take what you have right now
- ☞ Cut and paste what you already are using
- ☞ Voila! You are done this year!!!!

- ☞ BUT.....
- ☞ You are not off the hook.
 - Now you have the knowledge and resources to improve the process and make YOUR superintendent evaluation process the best practice possible.

Questions?



Contact US!

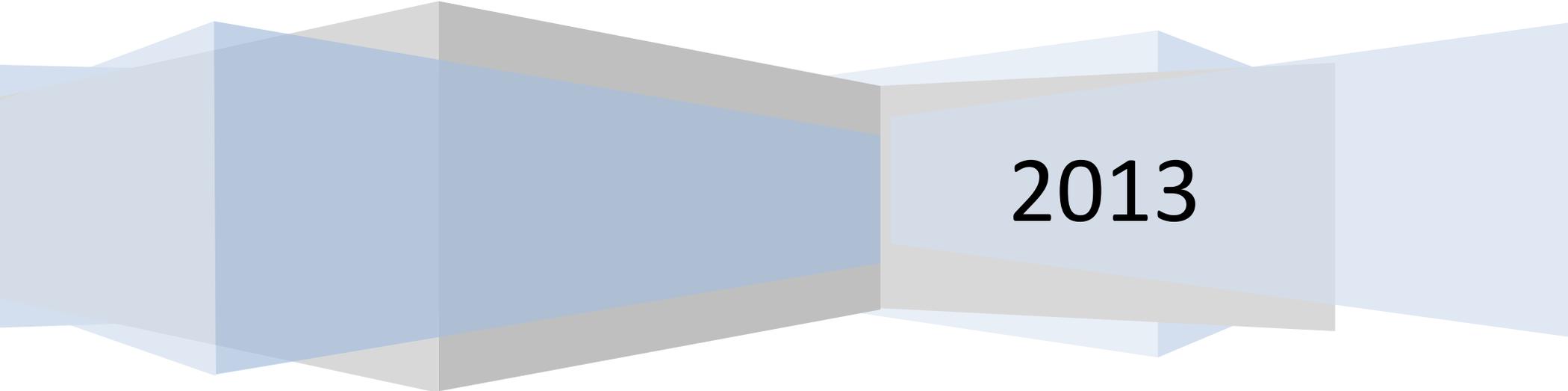
☞ jackie@idsba.org

☞ 208-880-8662



Superintendent Evaluation

A guide for School Boards



2013

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Dear Board Member,

Thank you for your commitment and time to the position of school board member. As an association we appreciate your willingness to serve the children of Idaho. We also appreciate the contribution that you make on behalf of public education. It is not an easy job, nor is it a wealthy position to hold in terms of money. However, you are giving an immense amount of talent, leadership, and experience to better education in Idaho and the students we serve and that is priceless.

As a board, your primary responsibility is effective governance. Governance includes Vision, Structure, Advocacy, and Accountability. One key component for holding the system accountable is the board's evaluation of their Superintendent. As chief executive officer, the Superintendent's performance impacts every aspect of the school district. The Superintendent's evaluation provides an opportunity to sustain laser sharp focus on district improvement and student success.

Idaho Code 33-513 is very specific in the area of Superintendent Evaluations.

The board of trustees shall conduct an annual, written formal evaluation of the work of the Superintendent of the district. The evaluation shall indicate the strengths and weaknesses of the Superintendent's job performance in the year immediately preceding the evaluation and the areas where improvements in the Superintendent's job performance in the view of the board of trustees is called for.

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It takes time and effort to make Superintendents evaluations meaningful. The process is not easy, nor is it quick. To help you through this process, ISBA recommends the following Superintendent evaluation process and template. Our suggestion is that you include these specific phases in order to implement a comprehensive and productive evaluation of the Superintendent:

- ∞ 1. Adopting a Superintendent job description and timeline of evaluation into board policy;
- ∞ 2. An in-depth evaluation and rating of Standards for Administrators, using indicators as a guide to determine student success and leadership abilities;
- ∞ 3. Establishing written agreed upon district goals, targets, and measurable outcomes;
- ∞ 4. Identifying the Superintendent's yearly achievements, strengths, and next level of work;
- ∞ 5. Summarizing and reporting the evaluation results to both the Superintendent and the district in both executive session and open meeting.

When executed properly, the Superintendent's evaluation is a powerful tool for the continuous improvement of teaching and learning throughout the district. A comprehensive and quality performance review process is critical for the Superintendent to receive a fair evaluation and for that to contribute to her or his professional development as well as the effectiveness of the district.

This guide will help you establish and clarify the roles and responsibilities within the Superintendent-board team.

This workbook gives you the tools to create and maintain a solid leadership team that ultimately focuses on student achievement. Because the public demands increased accountability for student achievement and community involvement, this job is more important than ever. We are here whenever you need assistance.



The Idaho School Boards Association provides leadership and services to local boards for the benefit of students and the advocacy of public education.

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Superintendent Evaluation Process

This five phase process includes not only a review of past performance but also a tool for communicating future expectations.

Phase 1: Superintendent Job Description

Begin with an overview of the current job description for the Superintendent. Some of these may be adopted and inserted into policy. If there is not a current job description available, contact ISBA for a sample template for use.

Phase 2: Leadership Standards

The Superintendent is evaluated based on the Idaho Professional Leadership Standards for Superintendents and Administrators. According to Idaho State Board of Education Rule, IDAPA 08, 02.02.026.02d, administrator certificates require candidates to meet the following competencies: Visionary and Strategic Planning, Instructional Leadership, Management and Organizational Leadership, Family and Community Partnerships, Professional and Ethical Leadership, and Governance and Legal Leadership. The Idaho Professional Leadership Standards for Superintendents and Administrators correlate directly with the 2008 Revised Interstate School Leader Licensure Consortium (ISLLC). Each board member would evaluate the Superintendent on phase 2, and then the numbers would be averaged in the summary portion of the evaluation. This phase can include staff and parent input especially in Standards 1, 2, 4, and 6. A variety of methods to garner this input can be used. 145

Phase 3: Progress Toward District Goals: District, Superintendent Targets and Standards

An evaluation of 2-3 targets and measurable outcomes the Superintendent will meet that are linked to the district goals and leadership standards. These targets are developed by the Superintendent with input from the board. If the district does not have a working strategic plan, the board and the Superintendent will work in July to determine these targets.

Phase 4: Significant Achievements and Next Level of Work

A review and summary of significant achievements, areas of excellence, and areas of needed improvement are documented here. This phase would be completed individually by both the board as a whole and the Superintendent.

Phase 5: Summary and Reporting

Rubrics and supporting evidence that provide the format for updates and summaries are documented in this section.

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Superintendent Evaluation Timeline

Month	Phase and Responsible Individuals	Responsibility
July	Phase 1 and Phase 3 Board and Superintendent together	Board reviews previous year's goals and determines new priorities and strategies for the next year.
August	Phase 3 Superintendent develops personal targets in relation to board goals	Superintendent creates strategies that support the board goals for the following year. These goals are to be agreed upon by the board and will be used for the Superintendent Evaluation and connected to the current Strategic Plan. They become common to Board Members, Administration, Teaching staff, Classified staff, as well as the patrons and community at large.
August	Phase 2 Board sets targets in relation to student achievement	Working with the Superintendent the Board sets the target for student growth in one or more areas of specific school, or entire district based on growth to achievement and/or a specific measurement needed for the district to reach district set goals of student achievement.
September	Phase 3 Board and Superintendent as an item at the September Board Meeting	Board/Superintendent Discusses goals and objectives in open meeting. Superintendent gives Update #1 on the current status of the objectives.
November	Phase 3 Board and Superintendent as an item at the November Board Meeting	Update #2 is given in open meeting on the progress of the goals.
February	Phase 2 and Phase 3 Individual board members complete Phase 2 Board and Superintendent as an item at the February Board Meeting Begin Phase 4 Board and Superintendent together	Update #3 is given in open meeting on the progress of the goals. Review data on the goals for student achievement. Individual Board Members complete Phase 2. Board Chair will combine scores and comments to the Superintendent. Evaluation is then presented to Superintendent in Executive Session. The Board develops a joint statement to read in open session. The Board will identify areas of excellence and areas of improvement.
May	Finish Phase 3 and 4 Phase 5 May Board Meeting Board and Superintendent together	Final summative report of the Superintendent's progress on the strategies. Board meets with Superintendent in Executive Session and creates a final report, to be read in open session that includes the success and completion of the strategies as well as next steps for the Superintendent and the board. Next steps help create the basis for the goals the following year. Report the highlights and identify areas of improvement for the coming year.

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Phase 1: Review of Job Description

In this Phase, a discussion of the current job description is held between the Board and the Superintendent, with the intention of both parties having a common understanding of the current job description. Notes can be made for future discussions on areas of revisions that may be necessary. If revision is necessary immediately, time should be devoted to this before moving on to Phase 2.

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Phase 2: Leadership Standards

The Superintendent is the catalyst and the advocate for an effective school community; demonstrates an enhanced knowledge, through understanding and performance within all six standards listed in the Idaho Foundation Standards for School Administrators; and is prepared to lead a school system with increasing organizational complexity.

Student Achievement

Standard two encompasses the quality indicators for Student Achievement. Student Achievement targets are developed by the Board with input from the Superintendent in conjunction with district goals. Ideally, these targets would be multiple measures of progress towards increasing student achievement as a district. The overall targets could include; school or student achievement, classroom, school, or district growth to achievement and/or an individual measure (reading, math or language arts) based on specific needs/goals within the district.

Standard 1 – Visionary and Strategic Leadership (ISLLC Standard One Vision of Learning)

Education leaders have the knowledge and ability to ensure the success of all students by facilitating the development, articulation, implementation, and stewardship of a school or district vision of learning that is shared and supported by the school community.

Quality Indicators

- 1.1 Promotes the success of all students and staff by facilitating the development, articulation, implementation, and stewardship of a vision of learning for the school district and keeps informed on issues regarding all aspects of the educational program.
- 1.2 The district vision, mission, goals, and implementation plans are regularly monitored, evaluated, and revised. 151

Standard 2 – Instructional Leadership (ISLLC Standard Two School Culture and Instructional Leadership)

Education leaders have the knowledge and ability to ensure the success of all students by promoting a positive school culture, providing an effective instructional program, applying best practice to student learning, and designing comprehensive professional growth plans for staff.

Quality Indicators

- 2.1 Identifies and implements context-appropriate strategies for promoting educational excellence and equity for student achievement to staff, parents, and public.
- 2.2 Ensures that efforts are consistent in implementing standards and assessment and leads a culture of high expectations for self, student, and staff performance.
- 2.3 Works with staff to maximize student achievement with comprehensive professional growth plans.

Standard 3 - Management and Organizational Leadership (ISLLC Standard Three Management)

Education leaders have the knowledge and ability to ensure the success of all students by managing the organizational structure, personnel, and resources in a way that promotes a safe, efficient, and effective learning environment.

Quality Indicators

- 3.1 The Superintendent keeps informed on the needs of the school programs, facilities, equipment, and supplies and uses sound educational and managerial judgment in making decisions and recommendations regarding these needs. When recommendations are made for board consideration, ample information is provided to enable the board to make good decision.
- 3.2 Maintains good oversight on all district employees ensuring that compliance with hiring policies, evaluations, and ongoing development are in place and support district vision, mission, and goals to increase educational excellence and educational equity.
- 3.3 The Superintendent develops and administers a fiscally responsible budget and educates the board on the district’s budget, tax, levies, and other financial matters that affect the district. The Superintendent also assures adequate fiscal controls are in place and accounting procedures are followed that comply with annual audit recommendations.

Standard 4 - Family and Community Partnerships (ISLLC Standard Four Community and Families)

Education leaders have the knowledge and ability to ensure the success of all students by collaborating with families and other community members, responding to diverse community interests and needs, and mobilizing community resources

Quality Indicators

- 4.1 The Superintendent keeps the public informed of issues, needs, and operations of the school district.
- 4.2 The Superintendent fosters relationships and partnerships with media, business, political and service agencies, and organizations.
- 4.3 Sets the example of accepting diversity in: multi-cultural awareness, gender sensitivity, community collaboration, and racial and ethnic appreciation.

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Standard 5 - Professional and Ethical Leadership (ISLLC Standard Five Ethical Behaviors)

Education leaders have the knowledge and ability to ensure the success of all students by acting with integrity, responsibility and in an ethical manner.

Quality Indicators

- 5.1 A personal and professional code of ethics is demonstrated consistently.
- 5.2 The Superintendent accepts responsibility for the operation of the district and devotes the time and energy to do the job effectively.

Standard 6 - Governance and Legal Leadership (ISLLC Standard Six Political, Social, Economic and Legal Context)

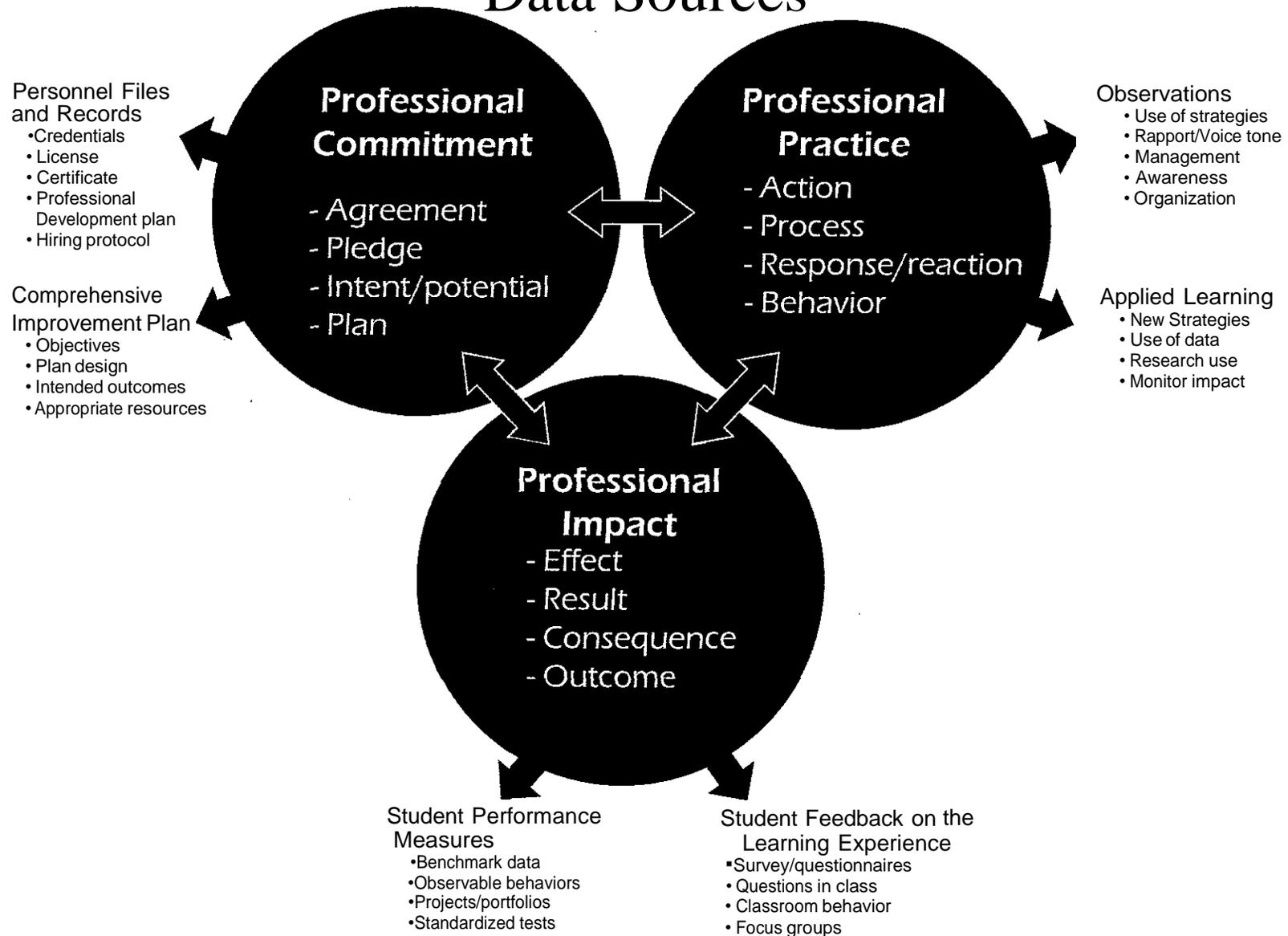
Education leaders have the knowledge and ability to ensure the success of all students by understanding, responding to and influencing the larger political, social, economic, legal, and cultural context.

Quality Indicators

- 6.1 Demonstrates, develops, and manages lines of communications with decision makers inside and outside the local school community to facilitate effective shaping of public policy to provide quality education for all students.
- 6.2 Regularly keeps the Board well informed within a relevant time frame and communicates significant concerns/issues to the Board immediately.
- 6.3 Develops and executes sound personnel and contractual procedures and practices, following Idaho Code and Board policy.

Professional Frames of the Superintendent

Data Sources



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Standard 1.1: Visionary and Strategic Leadership

Quality Indicator 1: Promotes the success of all students and staff by facilitating the development, articulation, implementation, and stewardship of a vision of learning for the school district and keeps informed on issues regarding all aspects of the educational program.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>1U1) The Superintendent ...</p> <p>Is unaware of, or, ignores district goals. Focuses on less than <u>all</u> student success.</p>	<p>1B1) The basic Superintendent ...</p> <p>Applies an existing vision of learning aligned to district goals.</p> <p>Collaboratively revises a vision of learning that promotes success of all students based on relevant knowledge, and current theories.</p>	<p>1P1) The proficient Superintendent also...</p> <p>Consistently and effectively communicates to all stakeholders and the school board the district's vision of learning.</p>	<p>1D1) The distinguished Superintendent also...</p> <p>Collaboratively evaluates and modifies as necessary the district's vision of learning ensuring that it promotes success of all students and is based on relevant knowledge and current theories.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment An official process exists to revise the district's vision with input from key stakeholders</p> <p>Evidence of Practice Engages staff, students, and families in a collaborative process of reviewing the vision, mission, and goals</p> <p>Evidence of Impact N / A</p>	<p>Evidence of Commitment A plan exists for the consistent and effective communication of the vision to the school board and all stakeholders</p> <p>Evidence of Practice Employs strategies to clearly articulate the vision, mission, and goals to board members and all key stakeholders</p> <p>Evidence of Impact N / A</p>	<p>Evidence of Commitment A plan/process exists for the regular evaluation and, as necessary, modification of the district vision</p> <p>Evidence of Practice Uses ongoing evaluation strategies to determine if the vision, mission, and goals continue to meet the needs of the district</p> <p>Evidence of Impact N / A</p>

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Standard 1.2: Visionary and Strategic Leadership

Quality Indicator 2: The district vision, mission, goals, and implementation plans are regularly monitored, evaluated and revised.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>1U2) The Superintendent ...</p> <p>Identifies no initiatives to motivate staff, students, and families to achieve the district's vision, mission, and goals.</p>	<p>1B2) The basic Superintendent...</p> <p>Operationalizes initiatives to motivate staff, students, and families.</p>	<p>1P2) The proficient Superintendent also...</p> <p>Analyzes the effectiveness of initiatives designed to motivate staff, students, and families.</p>	<p>1D2) The distinguished Superintendent also...</p> <p>Evaluates and modifies as necessary initiatives as well as the overall impact of the vision.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Has an implementation strategy in place to implement the plan for motivating staff, students, and families</p> <p>Evidence of Practice Understands and communicates the existing vision of learning, how it was created, and how it guides the district</p> <p>Evidence of Impact Staff, students, and families are motivated and work to achieve the district's vision, mission, and goals</p>	<p>Evidence of Commitment Has a process for analyzing the effectiveness of initiatives designed to motivate staff, students, and families</p> <p>Evidence of Practice Regularly assesses how motivated stakeholders are to achieve mission, vision, and goals</p> <p>Evidence of Impact Key stakeholders provide input for analyzing the effectiveness of initiatives designed to motivate staff, students, and families</p>	<p>Evidence of Commitment Has a process for evaluating and modifying the vision as necessary</p> <p>Evidence of Practice Uses evaluation data to guide changes in motivation strategies and monitors whether changes made have impact</p> <p>Evidence of Impact Vision positively impacts the district in helping to achieve its overall objectives</p>

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Standard 2.1: Instructional Leadership

Quality Indicator 1: Identifies and implements context-appropriate strategies for promoting educational excellence and equity for student achievement to staff, parents, and public.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>2U1) The Superintendent ...</p> <p>Uses methods based on inappropriate strategies for promoting excellence and equity for some students.</p>	<p>2B1) The basic Superintendent ...</p> <p>Collaboratively identifies and implements context-appropriate strategies for promoting excellence and equity for all students.</p>	<p>2P1) The proficient Superintendent also...</p> <p>Identifies implements and evaluates context-appropriate strategies.</p>	<p>2D1) The distinguished Superintendent also...</p> <p>Evaluates and modifies as necessary context-appropriate strategies as a part of a continuous process of improvement in the district.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Works collaboratively to identify and implement context-appropriate strategies</p> <p>Evidence of Practice Conducts building visits and analyzes rituals and routines in the district and community to determine overall culture Uses context appropriate strategies to promote excellence in the district and community culture</p> <p>Evidence of Impact Strategies are implemented for promoting excellence and equity for all students Leadership, staff, and key stakeholders work collaboratively to identify and implement context- appropriate strategies.</p>	<p>Evidence of Commitment Has appropriate strategies for promoting excellence and equity for all students and a positive culture in the district</p> <p>Evidence of Practice Uses strategies for clarifying context and works to determine the effectiveness of strategies</p> <p>Evidence of Impact Context-appropriate strategies positively impact the learning objectives of the district</p>	<p>Evidence of Commitment A process is in place to evaluate and modify as necessary context-appropriate strategies</p> <p>Evidence of Practice Evaluates data gathering strategies in regards to culture and context and makes necessary adjustments and modifies their impact</p> <p>Evidence of Impact Modified context-appropriate strategies positively impact the learning objectives of the district</p>

Standard 2.2: Instructional Leadership

Quality Indicator 2: Ensures that efforts are consistent in implementing standards and assessment and leads a culture of high expectations for self, student, and staff performance.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>2U2) The Superintendent ...</p> <p>Is unaware of existing instructional and assessment practices and the use of curricular materials at each level in the district.</p>	<p>2B2) The basic Superintendent ...</p> <p>Collaboratively, with district leadership, monitors and promotes the collective implementation of effective instructional and assessment practices.</p>	<p>2P2) The proficient Superintendent also...</p> <p>Collaboratively, with district leadership, evaluates and institutes changes necessary to ensure effective instructional and assessment practices for high expectations.</p>	<p>2D2) The distinguished Superintendent also...</p> <p>Collaboratively, with district leadership, continuously monitors and evaluates for sustained improvement and growth of all students with increased expectations.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Has a documented plan for monitoring and promoting the collective implementation of effective instructional and assessment practices</p> <p>Evidence of Practice Ensures curricular materials and how materials and practices are used to meet diverse needs are consistently reviewed</p> <p>Participates in teacher and leader planning sessions on instruction and assessment</p> <p>Evidence of Impact Instructional and assessment practices are effective at accommodating diverse needs of all students</p>	<p>Evidence of Commitment Has a process to evaluate and institute changes necessary to ensure effective instructional and assessment practices</p> <p>Evidence of Practice Uses student data to determine if instruction and assessment practices are effective and acts on ineffective instruction and assessment practices</p> <p>Evidence of Impact Revisions and modifications to effective instructional and assessment practices are effective</p>	<p>Evidence of Commitment A process is in place to continuously monitor and evaluate instructional and assessment practices</p> <p>Evidence of Practice Uses a systems to regular assess effectiveness of practice and documents sustained improvement and growth of staff and students</p> <p>Evidence of Impact Students experience sustained improvement and growth</p>

Standard 2.3: Instructional Leadership

Quality Indicator 3: Works with staff to maximize student achievement with comprehensive professional growth plans

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>2U3) The Superintendent ...</p> <p>Has no growth plans in place for self or staff members.</p>	<p>2B3) The basic Superintendent ...</p> <p>Promotes annual collaborative development of professional growth plans.</p>	<p>2P3) The proficient Superintendent also...</p> <p>Promotes alignment and application of all applied professional learning.</p>	<p>2D3) The distinguished Superintendent also...</p> <p>Ensures ongoing evaluation on the impact of applied professional learning.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Professional growth plans are collaboratively developed and aligned to school and district improvement plans</p> <p>Evidence of Practice Engages in collaborative meetings regarding professional growth and has established processes and strategies for review of said plans</p> <p>Evidence of Impact Leadership and staff collaboratively develop annual professional growth plans</p>	<p>Evidence of Commitment Professional learning is aligned and applied</p> <p>Evidence of Practice Uses strategies to determine that new learning is shared and applied in buildings and classrooms</p> <p>Evidence of Impact Leadership and staff align and apply all professional learning</p>	<p>Evidence of Commitment Applied professional learning is evaluated</p> <p>Evidence of Practice Cultivates a system of evaluation to determine that best practices are shared among staff</p> <p>Evidence of Impact Leadership and staff conduct ongoing evaluation on the impact of applied professional learning</p>

Standard 3.1: Management and Organizational Leadership

Quality Indicator 1: The Superintendent keeps informed on the needs of the school programs, facilities, equipment, and supplies and uses sound educational and managerial judgment in making decisions and recommendations regarding these needs. When recommendations are made for board consideration ample information is provided to enable the board to make good decision.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>3U1) The Superintendent ...</p> <p>Implements no appropriate structures, policies, and procedures to support the district's vision, mission, and goals.</p>	<p>3B1) The basic Superintendent ...</p> <p>Monitors and analyzes the effectiveness of structures, policies, and procedures.</p> <p>Is aware of immediate need of programs, facilities, equipment, and supplies.</p> <p>Provides basic information to board.</p>	<p>3P1) The proficient Superintendent also...</p> <p>Evaluates and modifies appropriate structures, policies, and procedures.</p> <p>Has long term plan in place for needs of programs, facilities, equipment, and supplies.</p>	<p>3D1) The distinguished Superintendent also...</p> <p>Has a systemic process for ongoing improvement of facilities, equipment, supplies. Structures, policies, and procedures to ensure the district's vision, mission, and goals are achieved.</p> <p>Engages board in information needed for good decision making.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Structures, policies, and procedures are monitored and analyzed</p> <p>Evidence of Practice Regularly reviews structures, policies, and procedures with staff, student representatives, and parents Ensures a method for communicating policies and procedures are in place</p> <p>Evidence of Impact Effectively implemented structures, policies and procedures support key issues like district safety, retention, etc.</p>	<p>Evidence of Commitment Structures, policies and procedures are evaluated and modified as appropriate</p> <p>Evidence of Practice With collaborative input, makes determinations on effectiveness and modifies as necessary</p> <p>Evidence of Impact Improved structures, policies, and procedures support key issues like district safety, retention, etc.</p>	<p>Evidence of Commitment Structures, policies and procedures are improved using a systemic process</p> <p>Evidence of Practice Creates a process across the system to conduct ongoing evaluation and improvement</p> <p>Evidence of Impact Continuously improved structures, policies, and procedures support key issues like district safety, retention, etc.</p>

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Standard 3.2: Management and Organizational Leadership

Quality Indicator 2: Maintains good oversight on all district employees ensuring that compliance with hiring policies, evaluations, and ongoing development are in place and support district vision, mission, and goals to increase educational excellence and educational equity.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>3U2) The Superintendent ... Breaks down trust with district leadership and staff.</p>	<p>3B2) The basic Superintendent ... Evaluates and develops district leaders and staff in their collective commitment to the district's priorities and educational equity.</p>	<p>3P2) The proficient Superintendent also... Collaboratively builds consensus with district leadership and staff to set district priorities and promote educational equity.</p>	<p>3D2) The distinguished Superintendent also... Conducts ongoing evaluation and development of district leadership and staff (including succession planning) in order to increase their collective commitment to district priorities and educational equity.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Promotes an effective evaluation process to confirm appropriate credentials, improve practice, and build collective commitment</p> <p>Evidence of Practice Accurately collects data on performance and provides constructive feedback that builds collective commitment around improvement of student learning Demonstrates ability to listen carefully, respond accurately, and provide constructive feedback</p> <p>Evidence of Impact Leadership and staff participate in the evaluation process and are collectively committed to priorities and educational equity</p>	<p>Evidence of Commitment Ensures a collaborative process is in place that builds consensus around district priorities</p> <p>Evidence of Practice Collaboratively engages with district leadership and staff in setting priorities based on student learning needs and uses constructive feedback to promote educational equity</p> <p>Evidence of Impact Leadership and staff collaborate to set priorities and promote educational equity</p>	<p>Evidence of Commitment Ensures an effective evaluation process to continuously improve performance and build collective commitment</p> <p>Evidence of Practice Engages in intentional strategies to formatively develop leadership in staff, using leadership teams, and other distributive leadership structures</p> <p>Evidence of Impact Leadership and staff improve practice and increase their shared leadership and collective commitment to priorities and educational equity</p>

Standard 3.3: Management and Organizational Leadership

Quality Indicator 3: The Superintendent develops and administers a fiscally responsible budget and educates the board on the district's budget, tax, levies, and other financial matters that affect the district. The Superintendent also assures adequate fiscal controls are in place and accounting procedures are followed that comply with annual audit recommendations.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>3U3) The Superintendent ...</p> <p>Administers fiscally irresponsible budget, ignores fiscal controls, and audit recommendations.</p>	<p>3B3) The basic Superintendent ...</p> <p>Transparently identifies and implements policies and procedures for the effective, legal, and equitable use of fiscal, human, and material allocation and alignment.</p>	<p>3P3) The proficient Superintendent also...</p> <p>Has long range plan for fiscal management of the district's vision, mission, and long range goals.</p>	<p>3D3) The distinguished Superintendent also...</p> <p>Utilizes systemic processes to ensure ongoing development and continuous improvement of policies and procedures for the effective, legal, and equitable use of fiscal, human, and material allocation and alignment.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Policies and procedures are implemented for equitable use of resources</p> <p>Evidence of Practice Maintains accurate budget and expenditure data and bases decisions on personnel hiring and fiscal expenditures on priorities of the district</p> <p>Evidence of Impact Policies and procedures on the use of resources support student learning</p>	<p>Evidence of Commitment Policies and procedures are monitored and analyzed</p> <p>Evidence of Practice Establishes structures and methods for careful analysis of resource use and determines equitable use of resources</p> <p>Evidence of Impact Resources are effectively used to support student learning</p>	<p>Evidence of Commitment Policies and procedures are continuously developed and improved to ensure equitable use of resources</p> <p>Evidence of Practice Monitors and evaluates effectiveness regularly, using a collaborative process to continually ensure resources are allocated effectively</p> <p>Evidence of Impact Improvement on the use of resources is continuously monitored to ensure the support of student learning</p>

Standard 4.1: Family and Community Partnerships

Quality Indicator 1: The Superintendent keeps the public informed of issues, needs, and operations of the school district.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>4U1) The Superintendent ...</p> <p>Has no outreach to family and community, and provides little resources, research, and public information to support and positively affect learning throughout the district.</p>	<p>4B1) The basic Superintendent...</p> <p>Creates opportunities to bring together family and community, available resources, research, and public information.</p>	<p>4P1) The proficient Superintendent also...</p> <p>Monitors and analyzes strategies for bringing together family and community, available resources, research, and public information.</p>	<p>4D1) The distinguished Superintendent also...</p> <p>Evaluates and modifies as needed strategies for bringing together family and community, available resources, research, and public information.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment N / A</p> <p>Evidence of Practice Reviews relevant research and public information and becomes familiar with current strategies for bringing together family and community</p> <p>Establishes calendar to regularly gather key stakeholders, ensuring the purpose, and objective has been identified and communicated clearly</p> <p>Evidence of Impact Family and community come together to support education in the district and have the necessary information to do so</p>	<p>Evidence of Commitment N / A</p> <p>Evidence of Practice Uses a process to determine if strategies used are effective and collaboratively develops alternative strategies where necessary</p> <p>Evidence of Impact Family and community assist in analyzing the support of education</p>	<p>Evidence of Commitment N / A</p> <p>Evidence of Practice Evaluates the effectiveness of strategies used to bring together community, resources and information and modifies strategies as necessary to increase effectiveness</p> <p>Evidence of Impact Family and community, available resources, research and public information improves in its impact on education in the district</p>

Standard 4.2: Family and Community Partnerships

Quality Indicator 2: The Superintendent fosters relationships and partnerships with media, business, political and service agencies, and organizations.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>4U2) The Superintendent ...</p> <p>Exhibits very little visibility and active involvement across the district in order to understand and accommodate diverse district and community interests and needs in support of the vision, mission, and goals.</p>	<p>4B2) The Basic Superintendent....</p> <p>Maintains high visibility and active involvement across the district.</p>	<p>4P2) The proficient Superintendent also...</p> <p>Monitors and analyzes the impact of their visibility and active involvement.</p>	<p>4D2) The distinguished Superintendent also...</p> <p>Consistently determines and uses areas for visibility and active involvement that yield the highest impact.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment N / A</p> <p>Evidence of Practice Establishes a process and maintains high visibility and active involvement, building relationships with key stakeholders in the community</p> <p>Evidence of Impact Relationship with community is positive and supports the accommodation of diverse needs</p>	<p>Evidence of Commitment N / A</p> <p>Evidence of Practice Monitors the effectiveness of strategies for high visibility and active involvement to determine their overall impact</p> <p>Evidence of Impact Relationship with community is monitored and analyzed to ensure the accommodation of diverse needs</p>	<p>Evidence of Commitment N / A</p> <p>Evidence of Practice Establishes a process to determine which areas of visibility and involvement have the highest impact and uses those to meet community interests and needs</p> <p>Evidence of Impact High impact areas are used to expand the support of education in the district</p>

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Standard 4.3: Family and Community Partnerships

Quality Indicator 3: Sets the example of accepting diversity in: multi-cultural awareness, gender sensitivity, community collaboration, and racial and ethnic appreciation.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>4U3) The Superintendent ...</p> <p>Lacks awareness of multicultural awareness, gender sensitivity, community collaboration, and racial and ethnic appreciation.</p>	<p>4B3) The basic Superintendent ...</p> <p>Develops a sustained approach to improve and maintain a positive district culture for learning for all.</p>	<p>4P3) The proficient Superintendent also...</p> <p>Promotes multicultural awareness, gender sensitivity, and racial and ethnic appreciation that capitalize on multiple aspects of diversity to meet the learning needs of all students.</p>	<p>4D3) The distinguished Superintendent also...</p> <p>Consistently promotes multicultural awareness, gender sensitivity, and racial and ethnic appreciation. And demonstrates this through consistent actions with all.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Maintains plans and documentation on the use of existing community resources</p> <p>Evidence of Practice Understand what resources are available in the community and develops and uses strategies for mobilizing and directing resources to most needed areas</p> <p>Evidence of Impact Student achievement is positively impacted by the use of resources</p>	<p>Evidence of Commitment A process exists to monitor and analyze the issues of multicultural awareness, gender sensitivity, and racial and ethnic appreciation</p> <p>Evidence of Practice Continuously monitors the use of resources to address specific school problems and conducts ongoing analysis of the impact of the resources on addressing problems</p> <p>Evidence of Impact Student achievement is positively impacted by the monitoring and analysis of the use of resources</p>	<p>Evidence of Commitment A plan is maintained for teaching multicultural awareness, gender sensitivity, and racial and ethnic appreciation</p> <p>Evidence of Practice Uses strategies to determine which resources impact student achievement the most and conducts long-range planning to maintain these resources</p> <p>Evidence of Impact Student achievement improves based on the use of high impact community resources</p>

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Standard 5.1: Professional and Ethical Leadership.

Quality Indicator 1: A personal and professional code of ethics is demonstrated consistently

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>5U1) The Superintendent ...</p> <p>Does not demonstrate respect for others, honor confidentiality, or engage in honest interactions.</p>	<p>5B1) The basic Superintendent ...</p> <p>Maintains consistent respect for others, honors confidentiality, and engages in honest interactions.</p>	<p>5P1) The proficient Superintendent also...</p> <p>Analyzes their own effectiveness in regards to demonstrating respect for others, honoring confidentiality, and engaging in honest interactions.</p>	<p>5D1) The distinguished Superintendent also...</p> <p>Models behavior to ensure respect for others, the honoring of confidentiality, and engaging in honest interactions.</p>
<p>Professional Frames</p>			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Maintains district records and a code of conduct in an honest and ethical manner Understands ethical principles as they apply to district records, policies, procedures, etc.</p> <p>Evidence of Practice Consistently demonstrates respect and ethical behavior and enforces the code of conduct to create a culture of professionalism</p> <p>Evidence of Impact Leadership, teachers, parents, and staff routinely experience honest interactions based on ethical and legal principles</p>	<p>Evidence of Commitment Documents own progress regarding ethical and honest practice</p> <p>Evidence of Practice Evaluates and reflects on their own effectiveness in regards to ethical behavior and demonstrating integrity to ensure a professional culture conducive to learning</p> <p>Evidence of Impact Leadership, teachers, parents, and staff offer feedback regarding honest interactions based on ethical and legal principles</p>	<p>Evidence of Commitment Maintains a district code of conduct that encourages honest and ethical practice</p> <p>Evidence of Practice Is a model of ethical behavior that promotes a culture of professional among all staff ensuring that the learning environment is focused on the well-being and growth of students</p> <p>Evidence of Impact Leadership and staff engage in honest interactions based on ethical and legal principles</p>

Standard 5.2: Professional and Ethical Leadership

Quality Indicator 2: The Superintendent accepts responsibility for the operation of the district and devotes the time and energy to do the job effectively

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>5U1) The Superintendent ...</p> <p>Does not provide for continuous improvement of the operational system and is inconsistent with time and energy devoted to work</p>	<p>5B1) The basic Superintendent ...</p> <p>Uses effective tools such as time management, problem-solving skills, and knowledge of strategic, long-range, and operational planning to improve the operational system.</p>	<p>5P1) The proficient Superintendent also...</p> <p>Improves the operational system on a continuous basis by using appropriate tools in effective ways.</p>	<p>5D1) The distinguished Superintendent also...</p> <p>Encourages others to apply tools effectively to improve the operational systems in their areas of responsibility and for the district.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Conducts operational reviews on a regular basis</p> <p>Evidence of Practice Conducts reviews of the tools to improve the operational system</p> <p>Evidence of Impact Leadership is more effective in use of time to continuously improve operation of the district</p>	<p>Evidence of Commitment Documents own progress regarding use of time management and problem solving skills</p> <p>Evidence of Practice Evaluates and reflects on their own effectiveness in regards to effective use of as time management, problem-solving skills, and knowledge of strategic, long-range, and operational planning</p> <p>Evidence of Impact Leadership, teachers, parents and staff offer feedback regarding operation of district</p>	<p>Evidence of Commitment Maintains a district code of conduct that encourages honest and ethical practice</p> <p>Evidence of Practice Is a model of best practices that promotes a culture of professionalism among all staff ensuring that the learning environment is continually improving</p> <p>Evidence of Impact Leadership and staff engage in honest interactions and plan together for more efficiencies in operational improvement</p>

Standard 6.1: Governance and Legal Leadership

Quality Indicator 1: Demonstrates, develops, and manages lines of communications with decision makers inside and outside the local school community to facilitate effective shaping of public policy to provide quality education for all students.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>6U1) The Superintendent ...</p> <p>Is un aware of the influence of larger political, social, economic, legal, and cultural issues</p>	<p>6B1) The basic Superintendent ...</p> <p>Analyzes the influence of larger political, social, economic, legal, and cultural issues and can apply appropriate research methods to impact the school and district context.</p>	<p>6P1) The proficient Superintendent also...</p> <p>Synthesizes the influence of larger political, social, economic, legal, and cultural issues.</p>	<p>6D1) The distinguished Superintendent also...</p> <p>Evaluates the influence of larger political, social, economic, legal, and cultural issues.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Maintains appropriate research on political, social, economic, legal, and cultural issues</p> <p>Evidence of Practice Is knowledgeable about state and federal rules and guidelines as they apply to learning in their community</p> <p>Creates general awareness among district leadership staff and Board members on the impact of political issues in the community</p> <p>Evidence of Impact N / A</p>	<p>Evidence of Commitment Has updated and synthesized information or research on political, social, economic, legal, and cultural issues</p> <p>Evidence of Practice Brings together various research and new learning to create better learning conditions throughout the district</p> <p>Evidence of Impact N / A</p>	<p>Evidence of Commitment Provides continuous information, research and evaluation on the political, social, economic, legal, and cultural issues</p> <p>Evidence of Practice Continually conducts evaluation and monitoring to determine how broader state and federal guidelines apply to learning in their community</p> <p>Evidence of Impact N / A</p>

Standard 6.2: Governance and Legal Leadership

Quality Indicator 2: Regularly keeps the Board well informed within a relevant time frame and communicates significant concerns/issues to the Board immediately.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>6U2) The Superintendent ...</p> <p>Shows disregard for Board Members and /or the role of governance of the Board.</p>	<p>6B2) The basic Superintendent ...</p> <p>Communicates with members of the School Board and community concerning potential trends, issues, and changes in a timely fashion.</p>	<p>6P2) The proficient Superintendent also...</p> <p>Consistently communicates with members of the School Board and community concerning trends, issues, and changes. Knows what urgent issues need to be communicated immediately and does so consistently.</p>	<p>6D2) The distinguished Superintendent also...</p> <p>Evaluates and modifies as needed communication with members of the School Board and the community.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Gathers relevant information for consistent Board communication and correspondence</p> <p>Evidence of Practice Conducts effective updates to Board members by communicating in ways that non-educators can understand</p> <p>Evidence of Impact School board members receive relevant information about trends, issues, and changes</p>	<p>Evidence of Commitment Maintains information for Board communication and correspondence</p> <p>Evidence of Practice Conducts regular sessions with Board members on relevant issues and trends as they impact education in the community</p> <p>Evidence of Impact School board members receive effective communication and information on a regular and ongoing basis</p>	<p>Evidence of Commitment Evaluates and documents any changes in communicating information and Board correspondence</p> <p>Evidence of Practice Conducts surveys and focus groups with Board members and community stakeholders to determine the effectiveness of their communication</p> <p>Evidence of Impact School board members receive improved communication on a regular and ongoing basis</p>

Standard 6.3: Governance and Legal Leadership

Quality Indicator 3: Develops and executes sound personnel and contractual procedures and practices, following Idaho Code and Board policy.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
<p>6U3) The Superintendent ...</p> <p>Is unaware of policies and resources at local, state, and federal levels are important to educational practices</p>	<p>6B3) The basic Superintendent ...</p> <p>Is aware of policies and resources at local, state, and federal levels that would help ensure equity of the educational experience for each student in the district. Designs policies and identifies resources at local, state, and federal levels.</p>	<p>6P3) The proficient Superintendent also...</p> <p>Advocates for policies and the application of resources at local, state, and federal levels.</p>	<p>6D3) The distinguished Superintendent also...</p> <p>Evaluates and modifies as necessary strategies used to advocate for policies and apply resources at local, state, and federal levels.</p>
Professional Frames			
<p>A rating of Unsatisfactory will be evidenced by a lack of evidence of commitment, practice or impact. Functioning at this level will be determined to be harmful to students, staff, community or the important relationships that are necessary to move the district to educational excellence.</p>	<p>Evidence of Commitment Maintains policies and identifies resources at the local, state and federal level</p> <p>Evidence of Practice Compares policies with existing inequities in the education system in their district Holds regular trainings for Board and district personnel on new Idaho laws, rules or Board policy</p> <p>Evidence of Impact Resources at local, state, and federal levels ensure equity of the educational experience for each student in the district</p>	<p>Evidence of Commitment Maintains documentation on the Application of resources at the local, state, and federal level</p> <p>Evidence of Practice Effectively communicates and advocates for policies to address inequities in the education system</p> <p>Evidence of Impact Application of resources at local, State, and federal levels ensure equity of the educational experience for each student in the district</p>	<p>Evidence of Commitment Evaluates and recommends to the Board policies and strategies for use of resources at the local, state, and federal level</p> <p>Evidence of Practice Studies the impact of policies and the application of resources and adjusts as needed to increase their impact</p> <p>Evidence of Impact Policies and resources improve the equity of the educational experience for each student in the district</p>

Phase 3: Progress Toward Goals: District, Superintendent Targets and Standards

Please list 2-3 targets and measurable outcomes the Superintendent will meet that are linked to the district goals and leadership standards. These are to be accomplished during the next 12 months and are objectives that will best move the system forward in achieving the district's long term goals. A periodic update is included and should be used several times over the course of the year.

Example

1. **District Goal:** *Increase Student Achievement by providing opportunities to all students to participate in challenging and rigorous curriculum.*

Target: *Increase the number of students taking Advanced Placement college courses.*

Measurable Outcome: *Increase to > 45 students*

Linked to Identified Standard: *Standard #2 Instructional Leadership*

Comments: There are currently 54 students taking AP courses at the High school. While this is an increase in the number of students enrolled in AP 171 courses, we are actively working to identify those underclassman who would be good candidates for enrollment in the upcoming years.

It is important to keep the board updated on the progress of the goals in a timely fashion. Following is an example of the reporting format that can be used:

Example for Board update on Goals

Superintendent			
<u>GOAL(S):</u> Curriculum/Student Performance Instruction/Student Performance			
<u>TARGET #1:</u> The Curriculum will be aligned to reflect the new and revised Common Core Standards			
<u>MEASUREABLE OUTCOME</u>	<u>UPDATE 1: September 1st</u>	<u>UPDATE 2: November 1st</u>	<u>UPDATE 3: February 1st</u>
Work with the Board and Principals to develop a calendar for the alignment process	The calendar has been developed and distributed to all staff on September 12		
Participate in the planned alignment discussions	Scheduled to attend each building staff meeting in October to talk about alignment		
Assist the Principals as requested	Principal Mark is new and I will be working with him on staff development directly		
Support the alignment process as requested	Lending library is in place for support material to be circulated through each building		
<u>SUMMATIVE EVALUATION:</u>			

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Phase 4: Significant Achievements and Next Level of Work

- a. List other significant achievements accomplished throughout the year.

This area allows the Board to keep a running record of significant achievements during the year. When the board is ready to make a report in public meeting on the evaluation of the Superintendent, this record is used to help format that report. The areas of accomplishments and the areas of excellence should be shared in the public report.

Be cautious of how you report areas of needed growth or improvement.

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- b. Identify areas of excellence.

- c. Identify areas of growth or needed improvement.

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Phase 5: Summary and Reporting

Performance	Average Rating	Comments
Standard 1		Each Board member will rate the Superintendent on the Standards. The Chair then takes all the input and determines the average for each standard. This column allows the Board to comment on the strength and weakness in each standard
Standard 2		
Standard 3		
Standard 4		
Standard 5		
Standard 6		
Total From 1-4		
Total	=Final Score out of 4	
Student Achievement Target	Comments	

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Board Comments:

Superintendent's Comments:

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Board Chair Signature: _____ **Date:** _____

Superintendent Signature: _____ **Date:** _____

Evaluation Period: _____ **to** _____

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APPENDIX

This appendix contains the blank forms and other materials a Board may find useful in the Superintendent Evaluation process.

Page Number	Contents	
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52	Sample Reflection Questions	
54	Sources of Evidence for Each Standard	
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Annual Superintendent Evaluation

Phase 1: Superintendent Job Description

Attach and review the adopted Superintendent Job description for your district. Does it adequately represent what your Superintendent is required to do within your district?

Job Description:

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Comments:

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Phase 2 Superintendent Standards Ranking Form

		Board member report					average
1	Vision and Strategic Leadership						
1.1	Develop and Articulate a Vision						
1.2	Implement and Steward a Vision						
	Average of rows 1.1 and 1.2						
2	Instructional Leadership						
2.1	Promote Positive School Culture						
2.2	Provide Effective Instructional Program						
2.3	Ensure Comprehensive Professional Growth Plans						
	Average of rows 2.1 and 2.2 and 2.3						
3	Management of Organizational Leadership						
3.1	Manage the Organizational Structure						
3.2	Lead Personnel						
3.3	Manage Resources						
	Average of rows 3.1 and 3.2 and 3.3						
4	Collaboration with Families and Stakeholders						
4.1	Collaborate with Families and Other Community Members						
4.2	Respond to Community Interests and Needs						
4.3	Mobilize Community Resources						
	Average of rows 4.1 and 4.2 and 4.3						

5	Ethics and Integrity						
5.1	Code of Ethics						
5.2	Personal and Professional Responsibility						
	Average of rows 5.1 and 5.2						
	Governance and Legal Leadership						
6.1	Demonstrates Communication and Policy						
6.2	Keeps Board Informed						
6.3	Follows Procedures and Practices						
	Average of rows 6.1 and 6.2 and 6.3						
	Total						

Phase 3: Progress Toward Goals: District, Superintendent Targets and Standards

Please list 2-3 targets and measurable outcomes the Superintendent will meet that are linked to the district goals and leadership standards. These are to be accomplished during the next 12 months and are objectives that will best move the system forward in achieving the district's long term goals. A periodic update is included and should be used several times over the course of the year.

1. District Goal: _____

Target: _____

Measurable Outcome: _____

Linked to Identified Standard: _____

Comments: _____

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2. District Goal: _____

Target: _____

Measurable Outcome: _____

Linked to Identified Standard: _____

Comments: _____

Superintendent Goal Update Report to Board of Trustees

GOAL(S):

TARGET #:

<u>MEASUREABLE OUTCOME</u>	<u>UPDATE 1: September 1st</u>	<u>UPDATE 2: November 1st</u>	<u>UPDATE 3: February 1st</u>

SUMMATIVE EVALUATION:

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Phase 4: Significant Achievements and Next Level of Work

a. List other significant achievements accomplished throughout the year.

b. Identify areas of excellence.

c. Identify areas of growth or needed improvement.

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Phase 5: Summary and Reporting

Performance	Average Rating	Comments
Standard 1		
Standard 2		
Standard 3		
Standard 4		
Standard 5		
Standard 6		
Total From 1-4		
Total	=Final Score out of 4	
Student Achievement Target	Comments	

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Board Comments:

Superintendent's Comments:

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Board Chair Signature: _____ **Date:** _____

Superintendent Signature: _____ **Date:** _____

Evaluation Period: _____ **to** _____

Sample Survey Questions

Superintendent District Performance Survey

The school district and school board would appreciate your input regarding the job performance of our Superintendent and his/her leadership as Superintendent. This qualitative data will be part of the evaluation by the board. Thank you for sharing your comments and suggestions.

Examples of questions that may be used in this section include:

- 1. How is this school year going?**
- 2. What are the Superintendent's strengths?**
- 3. What are the Superintendent's weaknesses?**
- 4. How effective is the Superintendent's leadership with student and staff safety?**
- 5. How effective is the Superintendent's leadership with student achievement?**
- 6. How effective is the Superintendent's leadership with fiscal responsibility: budgeting, managing state-funding cuts, etc.?**
- 7. How effective is the Superintendent's leadership with community relations?**
- 8. How effective is the Superintendent with communicating in a timely manner with students, staff, parents, and the community?**
- 9. How effective is the Superintendent in participating in school events, classroom visits, activities, performances, and competitions?**
- 10. What suggestions do you have of his/her leadership?**

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Reflective Conversation

Possible questions board members could ask

The questions provided are meant to guide the discussion between the Superintendent and the board. They are not exhaustive nor would it be reasonable to expect a Superintendent to respond to all questions.

1. As you reflect on your work implementing the vision, what are some of the barriers you encountered and how did you overcome them?
2. In what ways are you maximizing resources to support the vision?
3. What are the connections between the district's initiatives, allocation of resources, and student learning?
4. How are you supporting the accomplishment of our district's vision?
5. How does our student achievement data compare to others?
6. What are the factors that you believe will impact our long-range vision?
7. What is the approach you use to develop and sustain the district's vision?
8. How widely known is the vision? How often do you review it? What do you do to recommend policies and practices that reflect the vision?
9. Does our vision reflect the culture and climate of our community?
10. How do you monitor the culture and climate of the district? What are the key factors that you consider? Possible key factors to consider:
 - Alignment of quality professional development for all staff
 - Norms about professionalism
 - Staff turnover analysis based on exit interviews
 - Student discipline data
 - Grievances
 - Absentee rates (staff and students)
 - Beginning teacher retention
 - Staff honors/recognitions and student recognitions
 - Open enrollment data
11. Student sub-group profiles re: participation rates in activities
12. Post-graduate surveys
13. Student achievement data
14. Student recognitions
15. How do you support a culture where everything is focused on student achievement?
16. How do you ensure a culture of equality and equity?
17. What standards do you set for your professional development and growth?
18. How do you tell if the resources we're investing in professional development make a difference in student achievement?
19. What evidence can you provide that we're using the best research about quality professional development?
20. What strategies do you use to monitor the general operations of the district?
21. How do you identify areas for improvement?
22. How do you ensure that the district's general operations support student achievement?
23. How do you prioritize in a climate of scarce resources?
24. What can we do to support you?

25. How does our financial data compare to other schools of comparable size and demographics?
26. How often do you have critical conversations with the business manager about the financial health and financial safeguards for the district?
27. How does our budget support our educational goals?
28. What is the protocol for addressing questions of financial health of the district?
29. What data do you have that indicates the level of meaningful parent involvement in their children's education?
30. What steps have you taken to initiate community partnerships based on district goals? What are the results of the initiatives?
31. How do you reach out to disengaged parents in particular?
32. In what ways do you use your leadership skills to have a positive effect on the community?
33. What do you do with the data we get from surveys, needs assessments, etc.?
34. What do you do to model to the families in our district a healthy balance between professional and personal responsibilities?
35. How do you apply ethical decision-making with staff, students, parents, and other stakeholders?
36. How do you confront and resolve any ethical issue that arises re: interactions between staff, staff and students, students and students, board to board, board to school personnel, board to community?
37. What strategies do you employ when dealing with ethical issues such as treating all kids equitably, ensuring that under-performing kids are given extra supports, creating a safe learning environment for all kids, etc.?
38. How do you model integrity, fairness, and ethical behavior?
39. When have you drawn an ethical "line in the sand"?
40. What evidence can you provide that your decisions are based on the "greater good" of all kids and the system?
41. What values and beliefs are central to how you approach ethical dilemmas?
42. What service providers are we working with or networking with, and what is the impact of those efforts?
43. What steps are you taking to collaborate with other districts, institutions and organizations, and on what issues?
44. What steps are you taking to ensure that our students and organization will be prepared for the changing demographics of our state and nation?
45. What standards do you set for yourself for your own professional development and growth?

Possible Sources of Evidence

Standard 1: Visionary and Strategic Leadership

Education leaders have the knowledge and ability to ensure the success of all students by facilitating the development, articulation, implementation, and stewardship of a school or district vision of learning that is shared and supported by the school community.

Unsatisfactory 1 For the Superintendent... Lacking.....	Basic 2 For the basic Superintendent... Level one and.....	Proficient 3 For the proficient Superintendent...	Distinguished 4 For the distinguished Superintendent...
Possible Sources of Evidence			
<ul style="list-style-type: none"> • Documentation exists on how the vision, mission, and goals were developed • Strategies for learning about and respecting the established rituals and routines of the district and community • Posted vision, mission, and goals of the district • Documentation of links of vision, mission, and goals to needs of students and community • Research on motivation strategies for achieving vision, mission, and goals 	<ul style="list-style-type: none"> • Meeting notes or other documentation regarding the collaborative process of creating and implementing vision, mission, and goals • Documented revisions made to the vision, mission, and goals • Regular updates on progress made toward building goals • Documented progress on initiation strategies • Strategies for collaboratively developing and implementing vision, mission, and goals 	<ul style="list-style-type: none"> • Documented strategies for communicating vision, mission, and goals • Newsletters, website, memo, articles, etc. • List of all key stakeholders that have received directed communication about vision, mission, and goals • Use of different methods of determining overall buy-in of key stakeholders • Data gathered on effectiveness of communicating about vision, mission, and goals • Use of data to determine appropriate school goals and priority areas • Continuous and sustained improvement aligned to vision, mission, and goals 	<ul style="list-style-type: none"> • Data gathered on the appropriateness and relevance of the vision, mission, and goals • Documentation of revisions made to vision, mission, and goals • Documentation of process of revising vision, mission, and goals • Impact data on effectiveness of revisions • Evaluates buy-in from key stakeholders • Strategies to monitor and evaluate progress on achieving school goals • Documented evaluation strategies • Documented examples of how key stakeholders support and further progress on vision, mission, and goals

Standard 2: Instructional Leadership

Education leaders have the knowledge and ability to ensure the success of all students by promoting a positive school culture, providing an effective instructional program, applying best practice to student learning and designing comprehensive professional growth plans for staff.

Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
For the Superintendent... Lacking.....	For the basic Superintendent... Level one and.....	For the proficient Superintendent...	For the distinguished Superintendent...
Possible Sources of Evidence			
<ul style="list-style-type: none"> • Data from building observations supervising instruction and to confirm growth in student learning • Input gathered from focus groups or surveys about school culture • Reflections on community rituals and routines and their impact on learning • Observation data to determine current instruction and assessment practices • Research on effective instruction and assessment practices • Inventory of curricular materials • Assessment of diverse needs of students • Strategies to include professional growth in efforts to align activities to school improvement • List of strategies and procedures related to professional growth plans 	<ul style="list-style-type: none"> • List of context appropriate strategies that maximize time spent on instruction • Culture and profile data that highlights collaboration, learning, and high expectations • Uses observation data to monitor collective implementation of instructional strategies • Minutes, agendas, data from teacher meetings focused on student data • Data related to professional growth plans and their alignment to district improvement • Research on trends in education leadership and effective instruction • Strategies to develop the instructional capacity of staff 	<ul style="list-style-type: none"> • Effectiveness data on the use of instruction strategies • Data confirming the use of the highly effective and appropriate technology to support student learning • Student data related to instruction and assessment practices • Documented changes and improvement of instructional practice • Creates a culture of best practice among staff • Examples of professional learning impacting student learning • Inventory of best practices, and a rigorous and coherent curricular program • Documentation of the application of new learning and skills to address student needs • Description of the accountability system to monitor student progress 	<ul style="list-style-type: none"> • Any evaluation data related to culture and context • List of modifications and changes based on data regarding the impact of the district's instructional program • Descriptive data on the effectiveness of the learning environment • Student trend data showing improvement and growth over time • Personnel data documenting improvement of leadership and teacher practice resulting in improved student performance • Uses strategies to determine the impact of professional growth on student performance • Documentation on the system of evaluating instructional programs • Student performance data relevant to the district's instructional programs

Standard 3: Management and Organizational Leadership

Education leaders have the knowledge and ability to ensure the success of all students by managing the organizational structure, personnel and resources in a way that promotes a safe, efficient and effective learning environment.

<p style="text-align: center;">Unsatisfactory 1</p> <p>For the Superintendent... Lacking.....</p>	<p style="text-align: center;">Basic 2</p> <p>For the basic Superintendent... Level one and.....</p>	<p style="text-align: center;">Proficient 3</p> <p>For the proficient Superintendent...</p>	<p style="text-align: center;">Distinguished 4</p> <p>For the distinguished Superintendent...</p>
Possible Sources of Evidence			
<ul style="list-style-type: none"> • Intentional alignment of all structures, policies and procedures to vision, mission, and goals • Handbooks supporting vision, mission, and goals • Various forms of communication that demonstrate respectful, honest language • Documented communication demonstrating accuracy and consistency • Inventory of materials supporting student learning • Priorities as established in the vision, mission, and goals • Strategies for protecting the welfare and safety of students and staff • Data confirming the equitable allocation and distribution of resources • Profiles on staff indicating strengths • Documentation related to the evaluation process 	<ul style="list-style-type: none"> • Strategies to determine the effectiveness of management strategies • Calendar of reviews of performance of staff • Strategies used to determine effectiveness of performance • Examples of strategies for listening to different points of view • Meeting notes highlighting the collaborative process • Documented follow-up with leadership and staff on various issues • Documentation like budgets, long-range planning <ul style="list-style-type: none"> • List of resource allocation • Any data regarding the obtaining, allocating, aligning, and efficient use of resources • Data confirming that strategies for protecting welfare and safety are effective • Management strategies that ensure time is focused to support quality instruction and student learning • Data confirming the evaluation process is improving practice 	<ul style="list-style-type: none"> • Evaluation and analysis data on improved practices of teachers resulted in improved student learning • Evaluation and analysis data on effective management • Notes from collaborative meetings indicating shared leadership • Documentation of collective commitment of staff • Criteria for determining equitable use of resources • Analysis structures and methods indicating effective management strategies • Examples of strategies and methods for building distributed leadership • Process for continually evaluating the effectiveness of structures and policies 	<ul style="list-style-type: none"> • Data indicating ownership for modifications using a collaborative process • Documentation of system-wide process of continual evaluation and revisions • Documentation of ongoing improvement in management and leadership • Feedback and follow-up with staff • Documentation of leadership teams and other distributive leadership structures • Examples of increased instructional capacity of staff • Collaborative meeting documentation • Data confirming the improved effectiveness of the management and operational systems

Standard 4: Family and Community Partnerships

Education leaders have the knowledge and ability to ensure the success of all students by collaborating with families and other community members, responding to diverse community interests and needs, and mobilizing community resources.

Unsatisfactory 1 For the Superintendent... Lacking	Basic 2 For the basic Superintendent... Level one and.....	Proficient 3 For the proficient Superintendent...	Distinguished 4 For the distinguished Superintendent...
Possible Sources of Evidence			
<ul style="list-style-type: none"> • Past documentation of district-wide and community-based events and activities • Relevant research and public information impacting district culture and student learning • Documentation of strategies for being visible and involved • List of community interests and needs • Accurate understanding of district goals and needs • Data on student achievement and their alignment to goals and needs • Inventory of resources available as potential solutions to district problems • Benchmarking of evidence that district goals are achieved • Data pertinent to the educational environment • Collaboration strategies • Awareness of key community stakeholders • Inventory of community resources 	<ul style="list-style-type: none"> • Calendar of events demonstrating district and community collaboration • Clear purpose and intent of activities and how they support learning • Calendar and daily schedule documenting visibility and involvement efforts • Accurate district budget demonstrating areas of need • Inventory of available resources • Documentation of resources used to address specific problems • Examples of building positive relationships with key stakeholders and caregivers • Examples of community resources addressing school issues • Long-range planning for how to address school priorities with existing community resources 	<ul style="list-style-type: none"> • Documentation of process used to evaluate the impact of community • Documentation of collaborative strategies used between district and community • Effectiveness data on visibility and involvement • Documentation of analysis and impact on improvements in the district • Strategies to strengthen and sustain positive relationships with key stakeholders and caregivers • Data on services provided by community agencies • Data on improvements in student learning as impacted by community resources • Examples of promoting, understanding, appreciating and using the community's diverse resources 	<ul style="list-style-type: none"> • Monitoring strategies to determine effectiveness • Evaluation data on student impact • Modifications made to strategies that promote district and community collaboration • Data on the process of engaging community input and buy-in • Community interests and needs addressed through involvement and visibility • Use of resources to meet specific school problems and support student achievement • Inventory of community resources and their direct impact on the district • Documentation of the impact of resources on specific problems and in support of student achievement

Standard 5: Professional and Ethical Leadership

Education leaders have the knowledge and ability to ensure the success of all students by acting with integrity and in an ethical manner.

<p style="text-align: center;">Unsatisfactory 1</p> <p>For the new Superintendent... Lacking....</p>	<p style="text-align: center;">Basic 2</p> <p>For the developing Superintendent... Level one and.....</p>	<p style="text-align: center;">Proficient 3</p> <p>For the proficient Superintendent...</p>	<p style="text-align: center;">Distinguished 4</p> <p>For the distinguished Superintendent...</p>
Possible Sources of Evidence			
<ul style="list-style-type: none"> • Documented use of language demonstrating respect when addressing leadership staff, students, and families • Examples of how all sensitive information is kept confidential • Examples of communication that uses clear and accurate language • Strategies for safeguarding the values of democracy, equity, and diversity • Policies and procedures that demonstrate fairness and respect • Examples of district campaigns and student events promoting respect • Office referral data indicating improved student behavior 	<ul style="list-style-type: none"> • Examples of the district’s code of conduct and handbooks promoting mutual respect • Strategies for maintaining confidentiality • Examples of communication demonstrating clarity, honesty, and respect • Policies and procedures that promote social justice • Strategies ensuring that student needs inform all aspects of schooling • Identify and communicate trends and research relevant to the school’s educational programming • Ensure a system of accountability for every student’s academic and social success 	<ul style="list-style-type: none"> • Continual process for evaluating the culture of the school to ensure mutual respect • Handbook and Codes of Conduct revisions and their impact • Examples of ways that ethical behavior, reflective practice, transparency, and honest have been modeled • Survey data indicating a positive, professional and respectful culture exists • Continual strategies for evaluating the school’s system of accountability ensuring every student’s academic and social success • Strategies for addressing trends and research relevant to the learning of students in the school • Examples of behaviors demonstrating advocacy for children, families, and caregivers 	<ul style="list-style-type: none"> • Revisions and modifications made based on survey data • Examples of ethical and honest behaviors in staff • Examples of indications of a positive, professional culture • Strategies for evaluating the moral and legal consequences of decisions • Collaborative process to revise handbooks and codes of conduct • Collaborative process for addressing school issues and problems • Examples of ways local, district and/or state policies were influenced to benefit the learning of students in the school

Standard 6: Governance and Legal Leadership

Education leaders have the knowledge and ability to ensure the success of all students by understanding, responding to and influencing the larger political, social, economic, legal and cultural context.

Unsatisfactory 1 For the Superintendent...	Basic 2 For the basic Superintendent...	Proficient 3 For the proficient Superintendent...	Distinguished 4 For the distinguished Superintendent...
Possible Sources of Evidence			
<ul style="list-style-type: none"> • Participates in ongoing learning specific to the political context of education • Examples of research and issues • Federal and state guidelines • Conducts demographic and socio-economic analysis of the community, and its relationship to student learning • Community data • Trend and issue data • Local policies and resources • Data on which groups of students are achieving at low levels and investigates why • Data related to inequities in the local education system • Inventory of available resources 	<ul style="list-style-type: none"> • Applies research and new learning to shaping the education of their community • Relevant and appropriate research • Polices, protocols, etc. informed by research and political trends • Meeting notes with community agencies and groups to advocate for education • Board agenda and minutes • Calendar documenting community meetings • Collaborative mechanisms for the design of policies • List of relevant policies 	<ul style="list-style-type: none"> • Brings together various research and new learning to create better learning conditions throughout the district • Survey data • Feedback from staff • Research items or legislature • Meeting notes with community groups and agencies to advocate for education • Board agenda and minutes • Calendar documenting community meetings • Application of resources in ways that address inequities in the education system • Meeting agendas and minutes • Budgets reflecting application of resources 	<ul style="list-style-type: none"> • Evaluation data on the impact of new research and learning, and how well it accelerates student performance throughout the district • Evaluation and monitoring data • Inventory of resources available as potential solutions to school problems • Adjusts strategies as needed to increase the effectiveness of communication and degree of advocacy • Changes in strategies • Survey or focus group data • Studies on the impact of policies and the application of resources • Impact data • Changes in policy

Contributors

∞ Research based, best practice--This tool was developed in conjunction with the Administrator's Task Force comprised of the following agency partners and individuals: Idaho School Boards Association, Idaho School Superintendent Association, State Department of Education, State Board of Education, Parent Teacher Association, Idaho Education Association, Colleges of Education, Trainers, Superintendents, Parents, Administrators, Counselors, Trustees, and Parents.

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∞Extremely grateful to the following State Associations for the work they have done that contributed to this process: Texas, Washington, Minnesota, Oregon, Missouri, and Pennsylvania.

"You have to go wholeheartedly into anything in order to achieve anything worth having." Frank Lloyd Wright

Evaluate Me on Measures, Not Tales

by Larry E. Weber

Evaluation of the superintendent, if done at all, has often been conducted as an anecdotal, verbal exercise in subjective criticism by the board of education.

This is certainly not how it should be. The school district's goals should determine what is important in assessing the performance of the superintendent. Yet most districts have not sufficiently defined the expectations for what they want to accomplish, thus leaving no basis on which to gauge the superintendent other than anecdotal information and his or her personality.

In our 300-student school district, I have been fortunate to work with our seven-member school board to develop a performance evaluation based on an objective assessment of progress toward meeting specific goals. All goals and accompanying strategies have specific dates for district completion and therefore are a measurable indicator of my performance.

From the goals document we are able to identify specific reasons why I should be re-employed as well as areas for attention. The key question becomes: Are we realizing the district's goals? We supplement that information with two surveys. One is completed by the board; the second survey is completed by the faculty and staff. Both surveys are based upon the dispositions and indicators within the Interstate School Leaders Licensure Consortium Standards.

Strategic Plans

The essential component of the evaluation process is developing the goals and strategies for the district. Germantown uses an internal review committee comprised of four students, four to six teachers, four to six parents, two board members and both administrators. Their task is to review test scores, student and parent survey results and other data to develop a set of recommendations for the superintendent to consider including in the school's improvement plan.

The plan then is reviewed at the school board's strategic planning meeting held every other year. This meeting includes administrators and other key administrative staff as well as teacher representatives. The Illinois Association of School Boards or the superintendent facilitates the strategic planning meeting, where goals and strategies are developed in the areas of curriculum and instruction, district finance, buildings and grounds, community involvement, personnel, support services and transportation. The goals and strategies are adopted by the board at its June meeting.

As superintendent, I am charged with the responsibility of assuring adequate progress toward realizing the goals and strategies. Every three months I provide indicators to board members that reflect the progress to date. This means that in January, when it is time to review my performance, the board already has an indication of the district's progress toward the goals for the year. There are no surprises for board members or me.

ISLLC Indicators

The purpose for using the ISLLC standards is to provide additional evidence that the superintendent has the character and leadership skills to further the objectives of the district. Each December the board president and I determine which performance indicators within each standard we will include in the surveys that the board and faculty/staff will complete.

For example, Standard 1 relates to visioning and stewardship. We would select performance indicators relating to articulating the vision and involving others in the development and refinement of that vision. The performance indicator has a direct relationship to some of our goals or strategies, serving to corroborate that we are accomplishing the goal.

Standard 4 deals with community collaboration and mobilizing resources. One of our stated goals is to identify additional methods of communication as we facilitate community involvement. Not all indicators need to be included because we want to select those that relate most closely to our goals for that year.

Likewise, the faculty and staff's survey may have different performance indicators to indicate the progress the superintendent is making in using resources to attain the district's goals. The board president tabulates the surveys and offers a preliminary overview to me prior to the board's formal evaluation of me during its executive session in January.

Because the board and I have agreed that performance-based indicators are the best measure of my performance, the board relies most heavily on the progress indicated in the goals and strategies document to determine if I should be re-employed. The information gathered from the board survey is a secondary source of documentation for my performance. The teacher and staff survey validates the information gathered from Part One, the goals and strategies, and Part Two, the board survey.

The evaluation of the superintendent becomes a performance-based exercise as we are constantly monitoring the district's performance and validating it each year with other survey information from the ISSLC instruments. The board has measurable goals in various stages of attainment as well as an evaluation of their superintendent without the subjective personality issues.

Larry Weber is superintendent of Germantown Elementary School District 60, P.O. Box 400, Germantown, IL 62245. E-mail: lweber@clinton.k12.il.us



Lakeland Joint School District #272
District Goals
2011-2012
Year in Review

Goal 1: Keep our students safe and focused on high levels of learning.

Evidence:

- JBE and AE should be commended for continuing the implementation of the Positive Behavior Instruction System. This program has significantly decreased the number of discipline issues and has improved overall student behavior and school climate.
- Monthly discipline reports indicate static or declining behavioral issues.
- We had 15 expulsions and 359 suspensions district-wide.
- Facilities and grounds are well maintained.
- The evacuation of students from SLE in Feb. due to a faulty heating element was a classic example of how things should be done. From transportation to food service to TJH, staff and students were safe. Everything was handled extremely well.

Goal 2: Continue implementing and strengthening the tenets of Professional Learning Communities: Focus on Learning, Strengthen our Culture of Collaboration, Focus on Results.

Evidence:

- Grade Level/Department Teams and Building Teams focused on increasing student achievement as measured by state and local assessments.
- Collaboration time was in high demand from elementary teachers.
- LJK effectively continued their collaboration time with a late start on Tuesday mornings.
- We saw an increase in the number of instructional calendars, power standards, and common assessments.
- More teachers and administrators relied on student results (data) to identify what was or what was not working.
- More students were successful following RTI services.

- Lakeland was selected as one of 49 school districts in the State to participate in the Idaho Leads Project.
- Lakeland was selected as one of 7 districts in the State by the Idaho Leads Project as a Studio district.

Goal 3: Increase student achievement in all subject areas as measured by state and local assessments.

Evidence:

- Lakeland students surpassed state and local targets as measured by the IRI, ISAT, SAT, LAW, and District assessments. (See charts below.)
- Ten of the eleven schools met Adequate Yearly Progress. LJH met all criteria with the exception of the Special Education sub-category (i.e. 80.3% were proficient or advanced in Reading; 51.4% were proficient or advanced in Math).
- The preliminary Star Rating for schools from the SDE is as follows: TJH received the only 5 Star rating; MVA received a 3 Star rating; the remainder of the schools received a 4 Star rating.
- Graduation Rate: 98%
 - Lakeland High School received \$100,000 for the *Go On Idaho Challenge*.

IRI 2011-2012

Grade Level	Fall	Winter	Spring
	benchmark	benchmark	benchmark
Kindergarten	3		
Athol	60%	95%	90%
Betty Kiefer	63%	77%	90%
Garwood	46%	86%	97%
John Brown	59%	77%	95%
Spirit Lake	58%	97%	94%
Twin Lakes	66%	84%	97%
Grade Level	Fall	Winter	Spring
	benchmark	benchmark	benchmark
First Grade	3		
Athol	78%	73%	73%
Betty Kiefer	67%	83%	95%
Garwood	64%	57%	71%
John Brown	74%	83%	90%
Spirit Lake	62%	67%	67%
Twin Lakes	70%	97%	88%

Grade Level	Fall	Winter	Spring
	benchmark	benchmark	benchmark
Second Grade	3		
Athol	38%	61%	51%
Betty Kiefer	55%	79%	90%
Garwood	41%	56%	75%
John Brown	54%	67%	79%
Spirit Lake	39%	59%	66%
Twin Lakes	71%	90%	95%
Grade Level	Fall	Winter	Spring
	benchmark	benchmark	benchmark
Third Grade	3		
Athol	49%	70%	69%
Betty Kiefer	61%	71%	95%
Garwood	45%	50%	70%
John Brown	59%	83%	77%
Spirit Lake	60%	69%	72%
Twin Lakes	78%	94%	95%

ISAT Results – Spring 2012

	Reading	Math	Lang.Usg./Grad.
State Target	85.6%	83%	75.1% / 90%
Athol	96.7%	96%	94.1%
Betty Kiefer	97.6%	96%	94.4%
Garwood	94.8%	93.2%	90.6%
John Brown	89.8%	86.4%	83.1%
Spirit Lake	95.3%	93.9%	89.2%
Twin Lakes	98.7%	95.4%	95.4%
LJH	98.2%	93%	93.3%
TJH	98.6%	93.3%	91.2%
LHS	95.6%	92.5%	98% Grad. Rate
THS	97.2%	90.1%	99.1% Grad. Rate
MVA	100%	88.9%	
District	96.3%	93.2%	98.6% Grad. Rate
State	93%	87.7%	

Longitudinal Data 2007-2012
 % Proficient as Measured by the ISAT

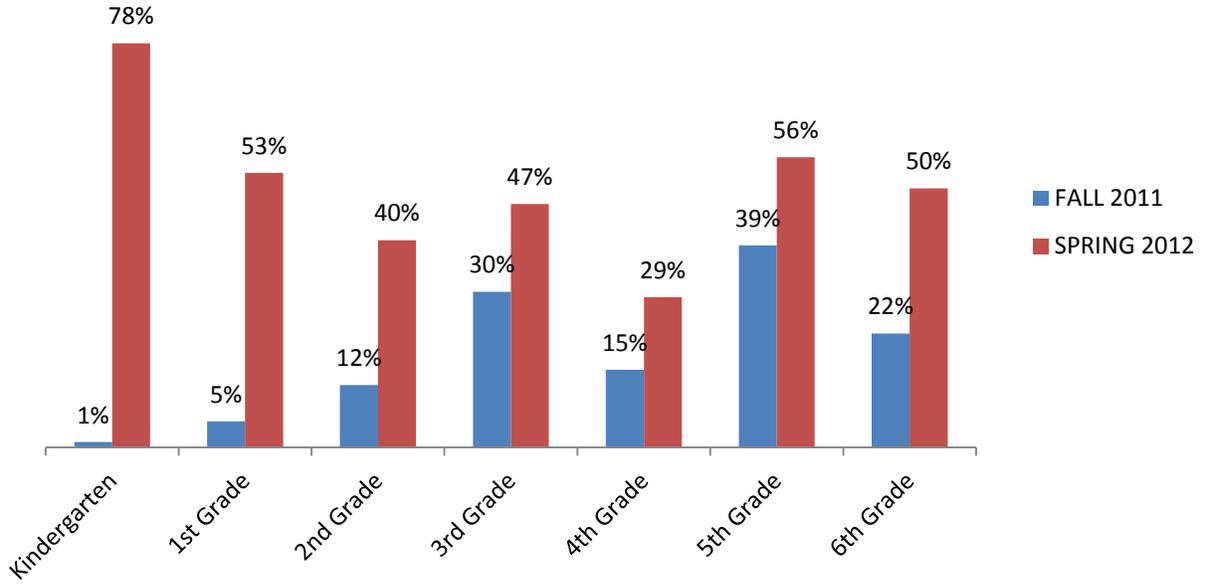
ISAT Reading						
Grade	2007	2008	2009	2010	2011	2012
3	87	91	91	93	97	94
4	87	90	91	91	93	93
5	84	94	95	94	94	92
6	87	94	95	95	96	93
7	87	91	95	95	96	95
8	91	96	96	98	98	98
10	87	90	95	96	96	94

ISAT Math						
Grade	2007	2008	2009	2010	2011	2012
3	91	94	88	92	96	93
4	91	90	90	91	92	93
5	82	91	90	89	92	86
6	86	90	91	92	92	91
7	88	87	88	90	91	87
8	79	89	89	92	91	91
10	85	86	89	92	92	86

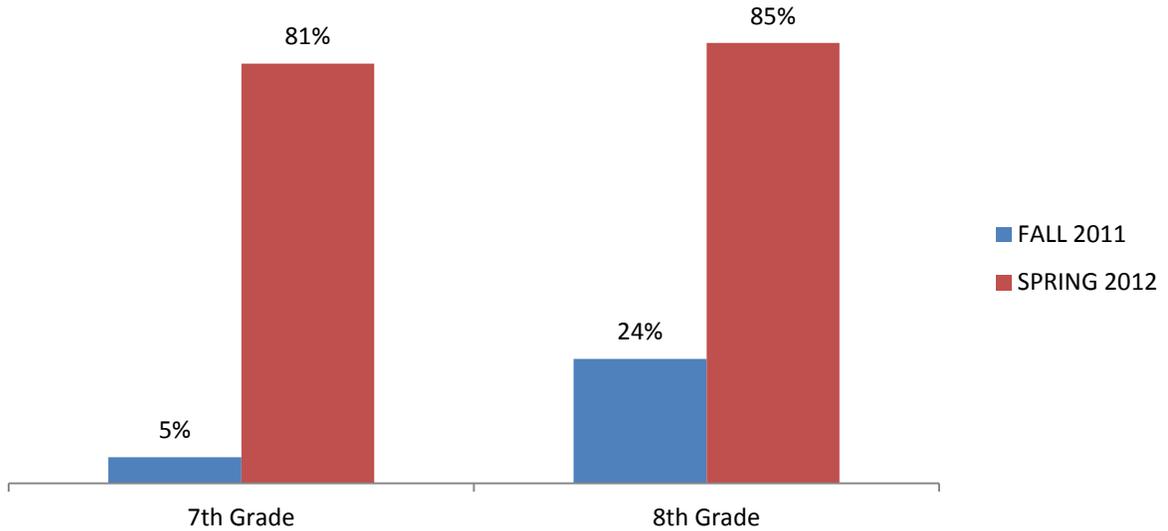
Language Usage						
Grade	2007	2008	2009	2010	2011	2012
3	61	79	89	77	90	83
4	85	86	84	85	90	90
5	73	86	91	84	92	85
6	78	86	84	88	90	85
7	77	84	87	88	89	85
8	64	81	86	90	83	89
10	67	82	82	84	83	88

ISAT Science						
Grade	2007	2008	2009	2010	2011	2012
5	56	70	79	69	69	84
7	63	63	71	70	70	76
10		71	69	74	74	82

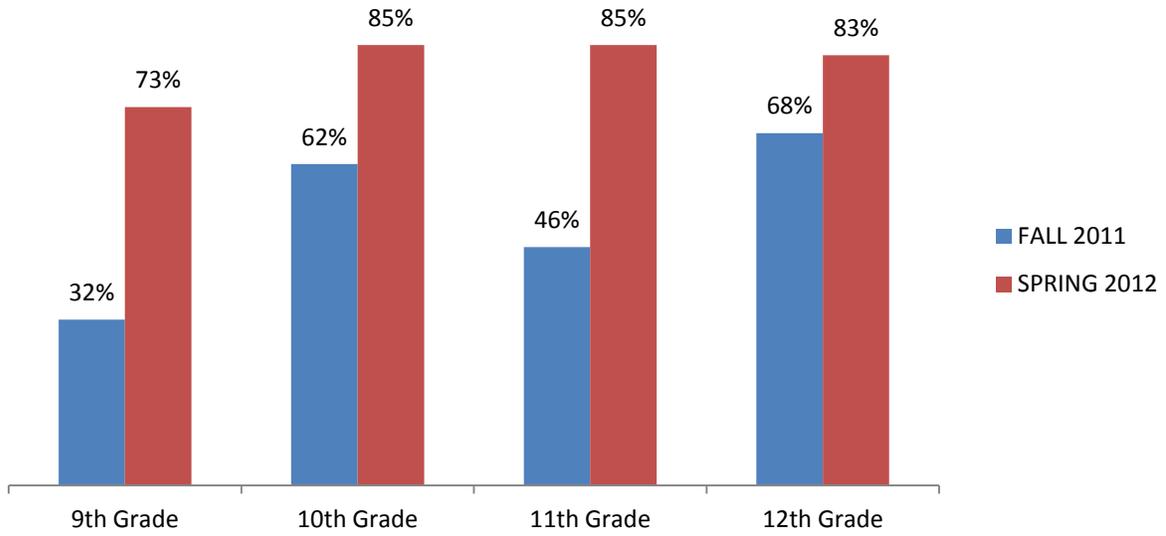
K-6 LAW FALL 2011 COMPARED TO SPRING 2012



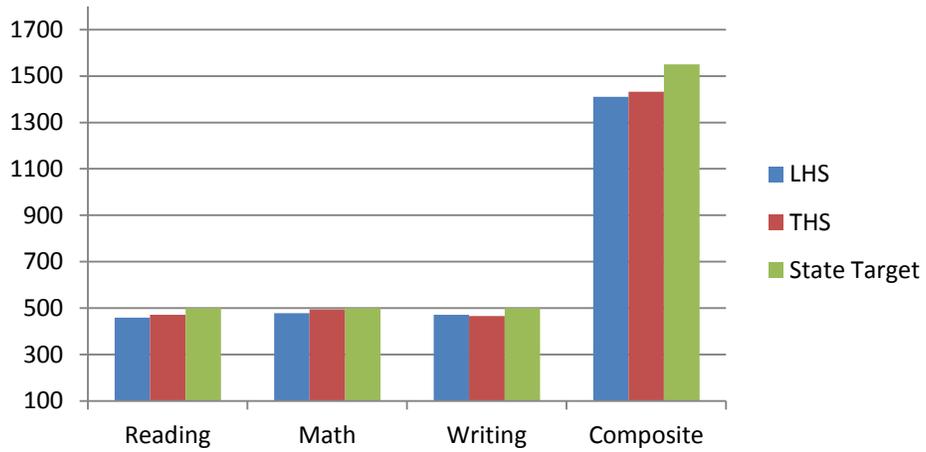
7-8 LAW FALL 2011 COMPARED TO SPRING 2012



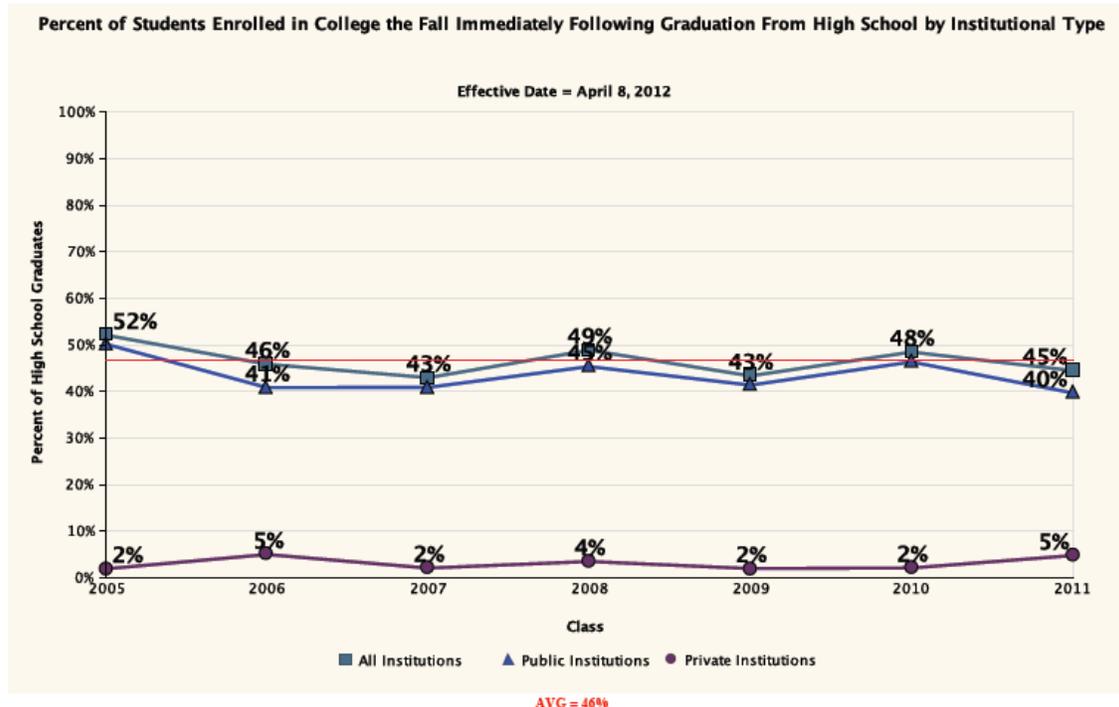
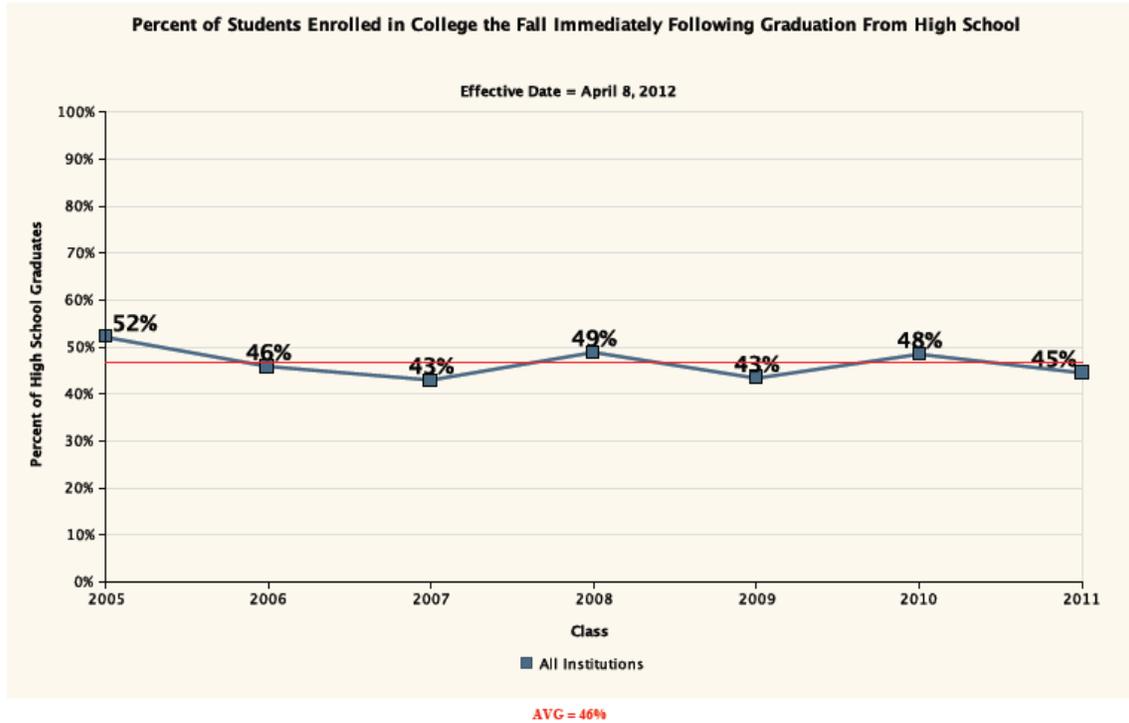
9-12 LAW FALL 2011 COMPARED TO SPRING 2012

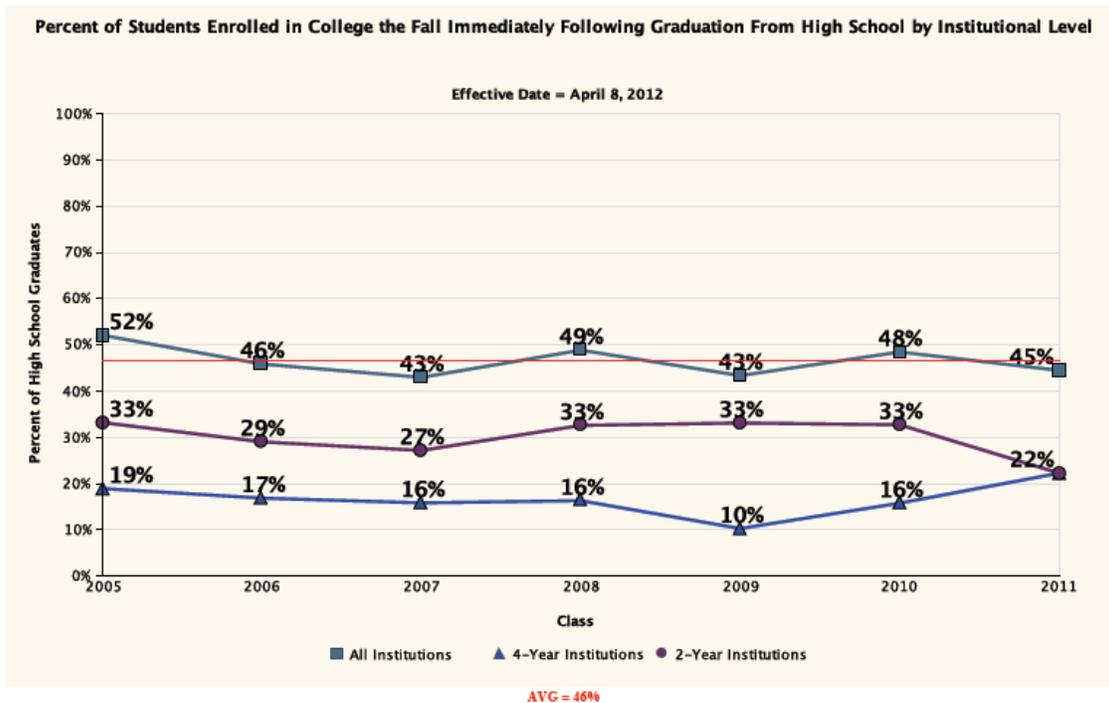


SAT 2011-2012



- The charts below indicate the number of students who go to college after high school graduation:



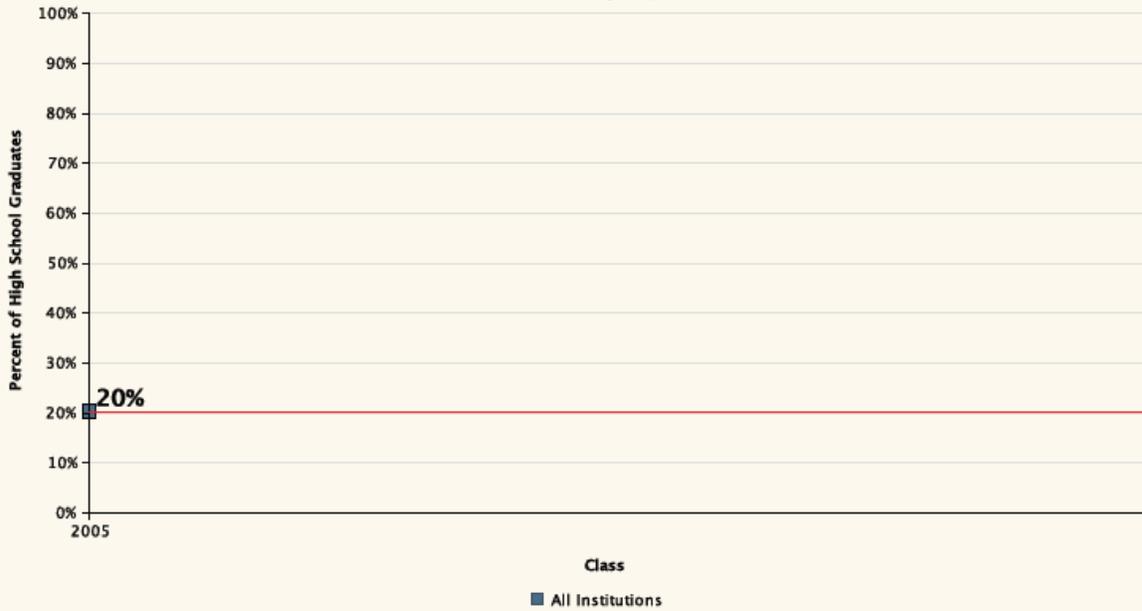


Count of Students Enrolled in College the Fall Immediately Following Graduation from High School
Effective Date = April 8, 2012

Class of	2005	2006	2007	2008	2009	2010	2012
Total in the Class	259	279	335	313	302	330	355
Total Enrolled	135	128	144	153	131	160	158
Total in Public	130	114	137	142	125	153	141
Total in Private	5	14	7	11	6	7	17
Total in 4-Year	49	47	53	51	31	52	79
Total in 2-Year	86	81	91	102	100	108	79
Total In-State	117	101	120	119	110	130	122
Total Out-of-State	18	27	24	34	21	30	36

Percent of High School Class Who Completed a Degree Within Six Years

Effective Date = April 8, 2012



AVG = 20%

Count of High School Graduates with a College Degree
Effective Date = April 8, 2012

Class of	2005
Total in Class	259
Total With a Degree	52
Total from Public	46
Total from Private	6
Total from 4-Year	38
Total from 2-Year	14
Total In-State	34
Total Out-of-State	18

**Count of LHS Graduates with a College Degree
Effective Date = April 8, 2012**

Class of	2005
Total in Class	152
Total With a Degree	35
Total from Public	32
Total from Private	3
Total from 4-Year	25
Total from 2-Year	10
Total In-State	24
Total Out-of-State	11

**Count of THS Graduates with a College Degree
Effective Date = April 8, 2012**

Class of	2005
Total in Class	79
Total With a Degree	16
Total from Public	13
Total from Private	3
Total from 4-Year	13
Total from 2-Year	10
Total In-State	6
Total Out-of-State	11

- Mileposts
 - Evidence:
 - Teachers and administrators received training and utilized this student information data system. Special Education staff, in particular, found it very useful.
- SchoolNet
 - Evidence:
 - The State Department of Education, with additional funding from the JA and Kathryn Albertson Foundation, purchased a state contract for Schoolnet. Administrators and teachers received training on this student information data system during the Summer Curriculum Summit. Additionally, 13 staff members attended certification training in July and will be able to assist all staff during the 2012-2013 school year to utilize the system.

Goal 4: Implement the State mandates:

Evidence:

- ISEE was implemented successfully because of the Herculean efforts of staff. It is important to note the thousands of hours spent on this and how critical it will continue to be to district funding and reporting to the SDE.
- Pay for Performance was implemented successfully in terms of teachers identifying their local measures. We are still waiting for the State results.
- The SAT was administered successfully. We will continue to align the curriculum to demonstrate our students are college ready.
- Technology continues to be a huge area of focus:
 - Bandwidth was increased dramatically last summer. For example, the elementary went from 6 mg to 1 gb and can now access online programs (e.g. Apangea, Schoolnet, Plato).
 - The Help Desk has improved dramatically. Tech support can remotely access staff computers and correct problems quickly.
 - Improvements in the inventory process are resulting in cost savings (i.e. ink for printers).
 - We conducted a needs assessment building by building on basic equipment needs.
 - We were awarded a \$150,000 ISEE/Schoolnet Grant.
 - Using part of the State allocation for technology, we awarded \$33,000 for sixteen innovative grants submitted by classroom teachers.
- Common Core Standards implementation began in January with an overview and gap analysis. Teachers continued efforts during the Summer Curriculum Summit to modify Instructional Calendars, Power Standards, and Common Assessments aligned to the CCSS.
- Teachers and administrators piloted a questionnaire for Parent Input as part of the Teacher Evaluation Model.

- We continued implementation of new graduation requirements, senior project, and Teacher Evaluation Model.

Goal 5: Continue the KTEC Journey. Begin construction in fall 2011.

Evidence:

- KTEC is scheduled to open in the fall. The ribbon cutting ceremony is tentatively scheduled for Aug. 27th.

Goal 6: Begin offering the Lakeland Virtual Academy.

Evidence:

- We implemented the K12 program for elementary students with minimal participation. Mr. Klingaman began a 9-12 virtual program at MVA with enough students (27) to sustain the program.

Goal 7: If necessary, pass a supplemental levy and a school plant/facilities levy.

Evidence:

- The supplemental levy passed in March.
- The plant facilities levy did not pass.

Goal 8: Celebrate every chance we get!



Lakeland Joint School District #272
District Goals
2012-2013

- Goal 1:** Pass the Plant Facility Levy on August 28, 2012.
- Goal 2:** Keep our students safe and focused on high levels of learning.
- Goal 3:** Continue implementing and strengthening the tenets of Professional Learning Communities: Focus on Learning, Strengthen our Culture of Collaboration, Focus on Results.
- Goal 4:** Implement the Common Core State Standards and increase student achievement in problem solving, comprehension, and writing as measured by quarterly common assessments.
- Goal 5:** Utilize technology to enhance learning and manage data.
- Goal 6:** Implement the current State mandates.
- Goal 7:** Celebrate every chance we get!

Lakeland Jt. School District
Elementary Smart Goals
2012-13

1. All students will meet or exceed average growth goals in Reading, Math, and Language as measured by the ISAT, IRI, and district common assessments.
2. Each grade level will meet or exceed 80% proficiency as measure by the Lakeland Assessment of Writing or increase proficiency rates at each grade level by a minimum of 10%.
 - a. Use collaboration time and district-wide scoring opportunities to build consistency amongst scorers.
 - b. Students will write weekly as evidenced by teachers' lesson plans.
3. Each teacher will begin to implement the Common Core State Standards as measured by weekly lesson plans.
 - a. Each teacher will include a minimum of one objective in weekly lesson plans that highlights comprehension, problem solving, and/or writing.

Secondary Smart Goals 2012-2013

Smart Goal: Increase the number of teachers who are certified to teach dual enrollment classes.

Current Reality: At the high schools, approximately 10% of the student body, representing the higher achieving students, is off campus for dual enrollment. This has caused a cultural change which is not positive.

Smart Goal: Each teacher will incorporate at least two lessons per year that includes some type of student use of technology.

Current Reality: Pockets of excellence exist within each building. However, many teachers are not comfortable using technology in front of their students or designing instruction in which technology plays an integral role.

- 1) Professional development opportunities.
- 2) Identify local experts.
- 3) Provide dedicated time for teachers to work together.

Smart Goal: Implement at least one lesson/activity per quarter that supports the common core approach which includes comprehension, writing and/or problem solving.

Currently Reality: Currently students are not being regularly asked to use the information they are learning in an application mode.

Smart Goal: Implement the senior project.

Current Reality: The class of 2013 needs to complete a senior project to meet graduation requirements. The project needs to include a research paper, oral presentation, and a portfolio. A senior project coordinator has been selected at each school who will oversee this project. The plan is 1st quarter portfolio, 2nd quarter is research paper, 3rd quarter is oral presentation, and 4th quarter is make-up.

Smart Goal: Implement the new teacher/principal evaluation including the parent input component and evidence of student growth.

Current reality: We have created the new evaluation instruments. We have piloted several options for gathering parent input. We need to settle on the method(s) of collecting data and revise board policy to include adjusted timelines to be in agreement with the new law.

- 1) Brainstorm methods of collecting data. Review the instruments being used in neighboring districts to identify possible options.
- 2) Establish a timeline for collecting data.
- 3) Collaborate regarding how to use the information.
- 4) Revise the form to include a checkbox to indicate that parent input was collected and reviewed.
- 5) Provide a format for including the evidence of growth in student achievement.
- 6) Identify the method for reporting this information.

Superintendent Evaluations

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Idaho School Boards Association

Superintendent Evaluations

- ∞ A 2002 National School Boards Association report claimed, the most significant role of a school board may be “selecting and overseeing the district superintendent.” The report suggested that superintendent evaluation is the most important factor in the board/superintendent relationship. Research on superintendent evaluation suggests current practice typically lacks a clear process with objective measures. Effective evaluation could lead to district improvement. **An accurate, fair and substantive evaluation of a school district superintendent may be one of the most significant levers a school board has to drive district improvement.**



"Oh, for goodness sakes lighten up...we have a no-kill policy!"

Guiding Questions

- ☞ 1. **Why** evaluate superintendents?
- ☞ 2. **What** is a comprehensive evaluation?
- ☞ 3. **When** is the evaluation process started/finished?
- ☞ 4. **How** can we apply this to our district?

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WHY EVALUATE?

Evaluation fulfills the 4 Board Governing Roles.

- ∞ 1. Vision: Goal Setting.
- ∞ 2. Structure: Clear plan, timeline.
- ∞ 3. Accountability: Measurement of progress to goals, superintendent performance.
- ∞ 4. Advocacy: Communication of goals and progress in meeting them.

Purpose

The evaluation process and tools serve to:

- Continuously improve the functioning of the district;
- Clarify the expectations and authority of the superintendent;
- Provide feedback to the superintendent regarding performance expectations in key areas;
- Provide the groundwork for establishing future goals;
- Strengthen the relationship between the superintendent and the board.

Idaho Code

33-513

The board of trustees shall conduct an **annual, written, formal** evaluation of the work of the superintendent of the district. The evaluation shall indicate the **strengths and weaknesses** of the superintendent's job performance in the year immediately preceding the evaluation and the areas where **improvements** in the superintendent's job performance in the view of the board of trustees is called for.

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Comprehensive Evaluations

☞ 1. Standards

- Idaho Foundation Standards for School Administrators
- ISLLC Standards
- AASA Domains
- Danielson Model

☞ 2. Both Formative and Summative Evaluations

- End Results, Student Achievement Data
- Goals Update
- Standards Rating
- Mutually Agreed upon Targets

☞ 3. Goals: A developed and agreed upon “collective vision.”

☞ 4. Targets and Measurable Outcomes



Idaho Template

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Creation of Template

- ✎ Developed with taskforce and various stakeholders
 - ISSA, ISBA, SDE (Steve Underwood), PTA, IEA, College of Ed, Superintendents, Parents, other Administrators
- ✎ Research based, best practice
 - Texas, Washington, Minnesota, Oregon, Missouri, Pennsylvania
- ✎ Fulfilled requirements of the law and board rule
- ✎ Includes Certain Characteristics
 - National/State Standards for Administrators
 - Scaled Rubric with descriptors
- ✎ Adaptable to each district

Will Take Work and Time



"Your entire performance review is based on what you do in the next thirty seconds ... go!"

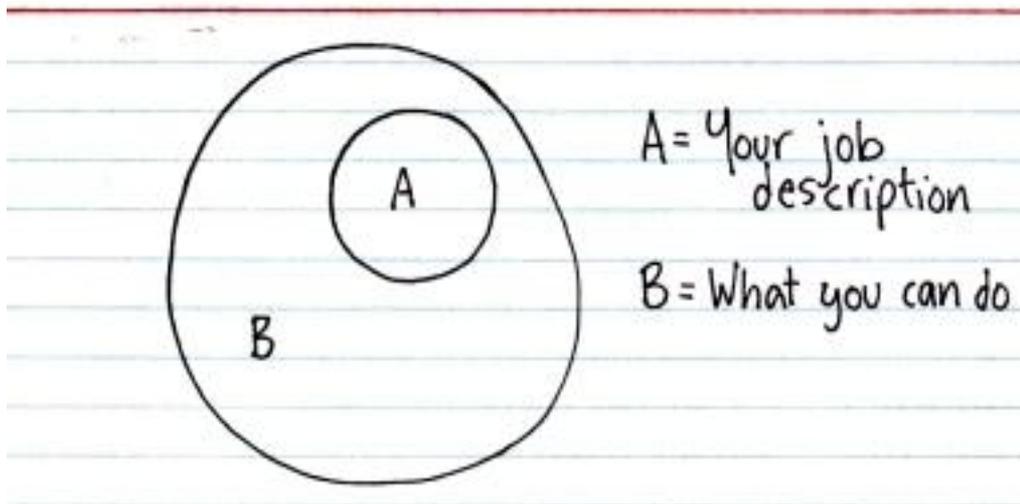
Phases

- ☞ 1. Superintendent Job Description
- ☞ 2. Standards for Administrators
- ☞ 3. District Goals and Measurable Targets
- ☞ 4. Achievements and Next Level of Work
- ☞ 5. Summary and Reporting

Phase 1

∞ Superintendent Job Description

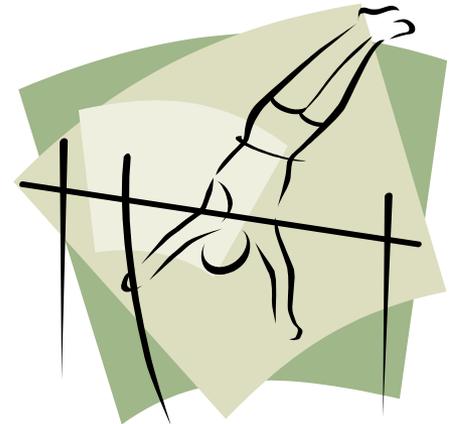
- Common understanding of current job description
 - Job description as well as superintendent timeline be adopted into policy



Phase 2

- ∞ Leadership Standards Based upon the Idaho Foundation Standards for School Administrators
 - Connected to the Interstate School Leaders Licensure Consortium (ISLLC Standards)
 - Define what they should know and be able to do
 - Each standard has quality indicators to help define and describe

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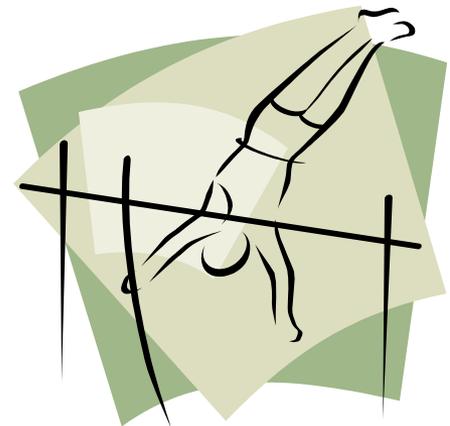


Phase 2

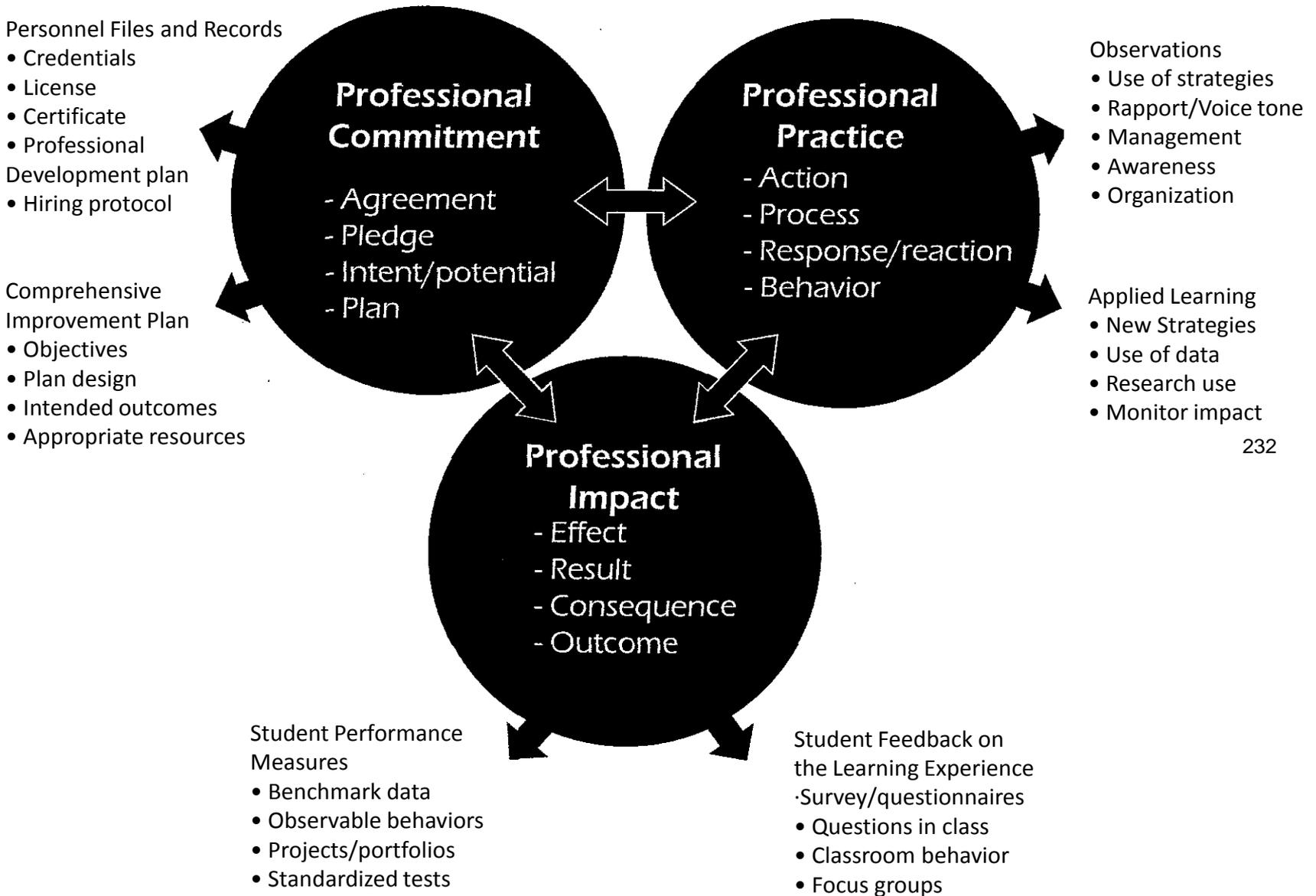
∞ Leadership Standards

- 1-4 Rating similar to Danielson
- Unsatisfactory—Basic—Proficient—Distinguished
- Professional Frames provide evidence for each quality indicator
- Each board member rates the superintendent on the quality indicators to come up with a score for that standard
- Both median and average scores are used

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Professional Frames of the Superintendent Data Sources



Phase 2

∞ Student Achievement (Standard 2)

- Evaluation of how targets are met
- In conjunction with district goals
- Multiple measures of progress
 - District achievement
 - Building achievement
 - Grade level achievement
 - Classroom achievement
 - Student achievement

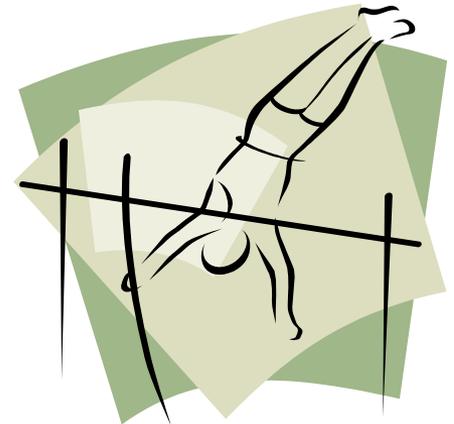


Phase 2

∞ Leadership Standards

- Parental Input is collected as part of Standard 4
- Individual districts determine their parental input piece
- Sample survey questions for staff or patrons are provided

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Phase 3

Progress Toward Goals: District, Superintendent Targets and Standards

- Select 2-3 targets for the upcoming year
- Determine measureable outcomes
 - Do you have the data to support the results?
- Link it to identified standards
- Provide periodic updates
 - Suggested: Sept, Nov, Feb
 - Final Summary in May

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Phase 4

∞ Significant Achievements and Next Level of Work

- Keep a running list of achievements accomplished
- Identify areas of excellence
- Identify areas of growth or needed improvement
 - Should be based in part on conversation with Superintendent about his/her observations
 - These should be incorporated into next years goals

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Phase 5

Summary and Reporting

- Ratings for all standards
- Whole board comments should be included
- Include data to support student achievement targets
- Jointly approved comments are recommended
- Signatures are required

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Performance	Average Rating	Comments
Standard		Each Board member will rate the Superintendent on the Standards. This column allows the Board to comment on the strength and weakness in each standard
Standard 2		
Standard 3		
Standard 4		
Standard 5		
Standard 6		
Total From 1-4		
Total	=Final Score out of 4	238
Student Achievement Target	Comments	

Meeting With the Superintendent

Executive Session

- Copy of evaluation
- Chair will open, make general statement
- Guided discussion questions
- Board member comments--Superintendent's remarks
- Areas for growth and development discussion
- Approve open meeting statement

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Open Meeting Statement

- Required by law: orally or written
- General statement about the process and the result
- Compare with district goals

Appendix

- ✎ Final Copy of Evaluation
- ✎ Sample Survey Questions for Parental Input
 - Survey monkey
 - PT Conference
- ✎ Reflective Conversation Questions
- ✎ Sources of Evidence for each Standard

Timeline

☞ Timeline

- Continuous Process
- Start Now
 - Take this evaluation template and plug in pieces that you may already have.



Implementation Steps

- ☞ 1. Decide who will customize and manage the process.
- ☞ 2. Review the superintendent evaluation instrument template.
- ☞ 3. Align the superintendent goals with district goals.
- ☞ 4. Customize the targets to meet district expectations.
- ☞ 5. Align job description so he/she is provided with the authority to meet the expectations.
- ☞ 6. Identify how and when the board will provide input and when it will be collected.



Implementation Steps

- ☞ 7. Train all board members on how to complete the evaluation.
- ☞ 8. Track information delivered during the year related to the objectives.
- ☞ 9. Complete the evaluation instrument and tabulate the data.
- ☞ 10. Meet and engage in dialogue about the results.
- ☞ 11. Use the results to inform future work
- ☞ 12. Start the evaluation process again.



ISBA Follow-up Opportunities

- IEN Follow up during board work sessions
- Summer Leadership
- Spring Regional Meeting Opportunities
- Phone consultation
- Schedule own Board or Regional Trainings

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Let's Get Real!

- ☞ Take what you have right now
- ☞ Cut and paste what you already are using
- ☞ Voila! You are done this year!!!!

- ☞ BUT.....
- ☞ You are not off the hook.
 - Now you have the knowledge and resources to improve the process and make YOUR superintendent evaluation process the best practice possible.

Questions?



Contact US!

☞ jackie@idsba.org

☞ 208-880-8662



LAKELAND JOINT SCHOOL DISTRICT 272
Rathdrum, Idaho
2012

JOB DESCRIPTION & PERFORMANCE EVALUATION

Name: Mary Ann Ranells
Job Title: Superintendent
Reports: Board of Trustees
FLSA: Exempt

Date Assigned Position: 07/01/2008
Date of Original Hire: 07/01/2008
Input provided by:

SUMMARY DESCRIPTION:

The Superintendent supports the mission of District 272 by exhibiting behaviors that demonstrate executive, managerial, team and personal leadership skills.

Scoring Guideline

There are two scores for each of the behavior statements in each section. The first score reflects how important you believe the behavior is to the role of the Superintendent. The second score reflects how well the Superintendent demonstrates that behavior. Please score/mark both sections of each behavior statement. The score values and their meaning are described below:

Importance to Position	Value	Performance
Absolutely Critical.	5	Outstanding: Consistently exceeds behavior statement.
Very Important	4	Above Average Role Model: Occasionally exceeds behavior statement
Important	3	Good Role Model: Consistently meets behavior statement
Somewhat Important	2	Needs Improvement: Inconsistently meets behavior, occasionally falls short.
Not Important	1	Least Skilled: Consistently fails to meet behavior statement.
“Not Applicable”	N	“Not Applicable” or “Not Observed”

Section 1: Executive Leadership

Performance Behavior:	Importance:	Performance:
1. Sets a clear agenda by establishing core values, goals, strategies and initiatives that support the mission of District 272. Consistently sticks to the course with persistence and dedication.	N 1 2 3 4 5	N 1 2 3 4 5
2. Establishes strategic partnerships by showing how their future interests can best be realized by establishing a shared vision. Brings others into the process and garners their support.	N 1 2 3 4 5	N 1 2 3 4 5
3. Clearly communicates District 272 vision and values throughout the organization in a way that connects employees to the purpose of the district.	N 1 2 3 4 5	N 1 2 3 4 5
4. Viewed as a knowledgeable and skillful Superintendent by having an obvious set of abilities, which others respect.	N 1 2 3 4 5	N 1 2 3 4 5
5. Links own knowledge of trends and practices in education to the planning process to implement new programs or improve existing ones.	N 1 2 3 4 5	N 1 2 3 4 5

Section 2: Managerial Leadership

Performance Behavior:	Importance:	Performance:
1. Meets the educational objectives as established by the Board of Trustees. Maximizes the use of objective data to measure the performance of the district.	N 1 2 3 4 5	N 1 2 3 4 5
2. Establishes an effective planning process by demonstrating accountability for the accomplishment of district goals, strategies and initiatives.	N 1 2 3 4 5	N 1 2 3 4 5
3. Demonstrates a commitment to quality by seeking teacher, parent and student input and acting on that data. Continuously seeks to improve the outcome of students. Sees excellence in education as a non-negotiable goal.	N 1 2 3 4 5	N 1 2 3 4 5

4. Insures that District 272 operates in a way that is consistent with all applicable laws, regulations and other standards.	N 1 2 3 4 5	N 1 2 3 4 5
5. Insures that a process is in place, which demonstrates that District 272 hires, trains and coaches in a way that maximizes the knowledge, skills and abilities of all district employees.	N 1 2 3 4 5	N 1 2 3 4 5

Section 3: Team Leadership

Performance Behavior:	Importance:	Performance:
1. Maintains a positive relationship with the Board of Trustees by openly sharing information, establishing an effective planning process and giving honest feedback regarding the operations of the district.	N 1 2 3 4 5	N 1 2 3 4 5
2. Keeps Board of Trustees, teachers, employees and other stakeholders informed of the present as well as future changes; minimizes surprises and prepares people for change.	N 1 2 3 4 5	N 1 2 3 4 5
3. Establishes collaborative partnerships with surrounding districts and other stakeholders in order to work towards a shared vision for the educational community.	N 1 2 3 4 5	N 1 2 3 4 5
4. Actively involved in organizations and community initiatives that will provide a positive image of District 272, offers opportunities for new ideas and better outcomes.	N 1 2 3 4 5	N 1 2 3 4 5

Section 4: Personal Leadership

Performance Behavior:	Importance:	Performance:
1. Leads by example. Regularly demonstrates commitment to a set of ethics and values by behaving in an ethical manner that is consistent with District 272 values.	N 1 2 3 4 5	N 1 2 3 4 5
2. Encourages learning and growth in self and in others. Insures the existence of an environment that supports learning and appropriate risk taking.	N 1 2 3 4 5	N 1 2 3 4 5

