

**WEeping WATER SCHOOL
DISTRICT #13-0022-CASS COUNTY, NEBRASKA
BOARD OF EDUCATION MEETING
WEeping WATER PUBLIC SCHOOLS BUSINESS ROOM**

NOTICE for this meeting was posted in the identified locations as per district policy.

1. AGENDA
 - 1.a. Call the meeting to order
 - 1.b. Roll Call
 - 1.c. Acknowledgement of Nebraska Open Meetings Act posted
 - 1.d. Excuse absent board members
 - 1.e. Approval of consent agenda
 - 1.e.a. Approval of previous meetings minutes
 - 1.e.b. Notification of meeting publication site, date, and time
 - 1.e.c. Financial Reports
 - 1.e.d. Payment of Bills
 - 1.e.e. Next regular meeting date - March 21, 2022
2. Communications
3. Visitors/Open Forum and staff and program presentations
4. Action Items
 - 4.a. Approval and adoption of a resolution authorizing the early redemption of the District's outstanding General Obligation Refunding Bonds, Series 2017.
 - 4.b. Approval and adoption of a resolution authorizing the issuance by the District of its General Obligation Refunding Bonds, Series 2022, in a principal amount not to exceed \$7,150,000, for the purpose of refunding the District's outstanding General Obligation Refunding Bonds, Series 2017.
 - 4.c. Discuss, consider, and take all necessary action to approve Music in our Schools Proclamation
 - 4.d. Discuss, consider, and take all necessary action to renew the school's membership in the Nebraska School Boards Association
 - 4.e. Discuss, consider, and take all necessary action to approve the 2022/2023 School Calendar
 - 4.f. Discuss, consider, and take all necessary action to purchase Chromebooks and Laptops from Riverside Technologies.
 - 4.g. Discuss, consider, and take all necessary action to approve the 2022/2023 Master Agreement
 - 4.h. Discuss, consider, and take all necessary action to approve classified staff raises for the 2022/2023 contract year
 - 4.i. Discuss, consider, and take all necessary action to accept the resignation of Dr. Tiffanie Welte at the end of the 2021/22 contract year.
 - 4.j. Discuss, consider, and take all necessary action to approve a 2022/2023 teaching contract with Andrew Davis
 - 4.k. Discuss, consider, and take all necessary action to approve a 2022/2023 teaching contract with Brandi Edmond

- 4.l. Discuss, consider, and take all necessary action to approve a 2022/2023 teaching contract with Krystl Knabe
- 4.m. Discuss, consider, and take all necessary action to approve a 2022/2023 contract with Michelle Heath
- 4.n. Discuss, consider, and take all necessary action to approve a 2022/2023 contract with Bristol Wenzl
- 4.o. Discuss, consider, and take all necessary action to approve a 2022/2023 contract with Amy Kroll
- 4.p. Discuss, consider, and take all necessary action to give approval to policies to be reviewed
5. Reports
 - 5.a. Athletic Director's Report
 - 5.b. Elementary Principals' Report
 - 5.c. Secondary Principal's Report
 - 5.d. Director of School Improvement and SPED's report
 - 5.e. Superintendent's Report
6. Board Reports
7. Adjournment

** Members of the board of education may move to enter "closed" session or adjust the order of the agenda at any point during the regular meeting.



**Weeping Water Public School
Financial Report for Board
February 2022**

CASH ASSETS

CASH ASSET REPORT

DATE: 02/21/2022

FUND	ACCOUNT TYPE	INFORMATION	HOLDER	CURRENT BALANCE	BALANCE 2019
GENERAL FUND/KITCHEN FUND	CHECKING	300380832	Farmers & Merchants	\$ 538,473.50	\$ 619,320.44
	CLOSED ACCOUNT	300382812	Farmers & Merchants	\$ -	\$ 19,991.94
TOTAL GENERAL FUND				\$ 538,473.50	\$ 639,312.38
ACTIVITY FUND	CHANGE			\$ 1,140.00	\$ 1,140.00
ACTIVITY FUND	PETTY CASH			\$ 100.00	\$ 100.00
ACTIVITY FUND	CHECKING	300444190	Farmers & Merchants	\$ 153,935.19	\$ 117,958.61
ACTIVITY FUND	SAVINGS #1	300689661	Farmers & Merchants	\$ 3,693.41	\$ 3,069.78
TOTAL ACTIVITY FUND				\$ 158,868.60	\$ 122,268.39
BOND FUND	MONEY MARKET	95010505	First Nebraska Bank	\$ 652,447.71	\$ 444,784.92
TOTAL BOND FUND				\$ 652,447.71	\$ 444,784.92
QCPUF FUND	CHECKING-2009 & 2010 BAB	86483570	First Nebraska Bank	\$ 134,090.11	\$ 114,670.29
TOTAL QCPU FUND				\$ 134,090.11	\$ 114,670.29
BUILDING FUND	CHECKING	300381079	Farmers & Merchants	\$ 330,616.22	\$ 307,942.28
TOTAL BUILDING FUND				\$ 330,616.22	\$ 307,942.28
DEPRECIATION FUND	CHECKING	300446542	Farmers & Merchants	\$ 647,551.54	\$ 667,894.46
TOTAL DEPRECIATION FUND				\$ 647,551.54	\$ 667,894.46
EMPLOYEE BENEFIT FUND	CHECKING/RETIREMENT	300381061	Farmers & Merchants	\$ 213.39	\$ 67.36
EMPLOYEE BENEFIT FUND	CHECKING/SECTION 125	86234570	First Nebraska Bank	\$ 30,924.49	\$ 32,543.92
TOTAL EMPLOYEE BENEFITS FUND				\$ 31,137.88	\$ 32,611.28
STUDENT FEES FUND	Checking HOPPER GRANT HS	85834670	First Nebraska Bank	\$ 11,671.98	\$ 12,034.40
TOTAL STUDENT FEES FUND				\$ 11,671.98	\$ 12,034.40
TOTAL				\$ 2,504,857.54	\$ 2,341,518.40

NOTE: We did not have to borrow against other accounts to make it through the month of December.

Weeping Water Public School

February 2022 Claims for Payment

Vendor	Amount
A-1 Locksmith, L.L.C.	\$150.00
Amazon	\$1,110.99
Amy Kroll	\$151.24
Bishop Business Equipment	\$2,818.43
BLACK HILLS ENERGY	\$125.22
Bristol Wenzl	\$81.92
Cassgram c/o Stephen C Warga	\$91.00
CCS Presentation Systems	\$27,146.50
City Of Weeping Water	\$9,196.62
Conestoga Public Schools	\$14,177.62
Dana F. Cole & Co, LLP	\$140.00
DFA Dairy Brands Corporation, LLC	\$2,170.27
Diversified Drug Testing, LLC	\$250.00
Egan Supply Company, Inc	\$3,284.82
Electronic Contracting Co Inc	\$1,614.24
Erin Murdoch	\$546.45
Farmers & Merchants Bank ACH Departmen	\$275.00
Futuramic's Clean Water Center	\$22.50
Grainger	\$103.56
Harris Forms	\$215.60
Hoss's Lawn Care & Snow Removal	\$935.00
James Garner	\$1,251.67
John Yard	\$83.01
Keckler Oil Co Inc	\$103.95
Kevin Reiman	\$115.81
Kinetic Business by Windstream	\$518.20
KMS Services	\$1,400.00
KSB School Law	\$1,377.50
Lincoln Journal Star	\$139.96
Madonna School & Community Based Services, Inc.	\$2,660.00
Martin Bros. Distributing Co., Inc.	\$5,676.12
Meeske Auto Parts	\$25.49
Meeske Hardware Inc	\$576.23
Meyer Laboratory, Inc.	\$1,278.10
Mid-America Termite & Pest Control, Inc	\$86.96
MMC Contractors, Inc.	\$2,098.75
NCS Pearson, Inc.	\$1,517.25
Nebraska Assn/School Boards Inc	\$3,263.00
Nebraska Food Distribution	\$148.50
Nebraska Iowa Supply Co., Inc.	\$3,860.37
Omaha Public Power Department	\$10,017.17
One Source, Inc.	\$40.00
Popplers Music Inc	\$42.98
Prime Secured	\$144.25
Rise Vision, Inc.	\$999.00
Riverside Insights	\$116.00
Stericycle, Inc./Shred It	\$54.73
Symmetry Energy Solutions	\$1,129.11
Syracuse Area Health	\$2,626.56
Tiffanie Welte	\$398.17
TK Elevator Corporation	\$794.38
Toshiba Financial Services	\$1,630.13

Tri-State Pumping, LLC	\$1,881.50
Ultra-Chem Inc	\$257.89
Unite Private Networks, LLC	\$416.41
US BANK	\$1,309.30
US FOODS, INC.	\$7,318.85
Verizon Wireless LLC	\$234.48
Weeping Water Public Schools - Activity Fund	\$829.47
WEX Bank	\$786.49
February 2022 Claims for Payment	\$121,814.72
February Payroll	\$427,488.08
Total February 2022	\$549,302.80

FISCAL BUDGET USE PER MONTH

January 2022

UPDATED: 02/21/22

MONTH END	FISCAL 20 % USED 20 Budget =	FISCAL 20 \$ USED	FISCAL 21 % USED 21 Budget =	FISCAL 21 \$ USED	FISCAL 22 % USED 22 Budget =	FISCAL 22 \$ USED
September	8.63%	\$509,636.00	9.84%	\$ 549,119.46	8.24%	\$ 516,539.55
October	8.10%	\$475,019.13	8.66%	\$ 482,318.88	8.54%	\$ 535,488.92
November	8.21%	\$484,224.73	8.02%	\$ 447,296.05	8.21%	\$ 514,638.41
December	7.82%	\$461,218.51	7.18%	\$ 401,048.09	8.98%	\$ 563,121.80
January	9.20%	\$542,851.08	7.25%	\$ 404,367.83	8.76%	\$ 549,302.80
February	8.24%	\$464,052.86	8.59%	\$ 479,065.59		
March	7.35%	\$433,365.24	9.00%	\$ 502,362.41		
April	7.49%	\$442,027.14	8.19%	\$ 456,974.29		
May	6.95%	\$409,736.54	8.65%	\$ 482,601.97		
June	6.78%	\$399,620.00	7.70%	\$ 429,852.67		
July	7.17%	\$422,609.66	9.45%	\$ 527,205.00		
August	7.92%	\$466,449.71	9.76%	\$ 544,620.05		
Cumulative	93.86%	\$5,510,810.60	102.29%	\$5,706,832.29	42.72%	\$2,679,091.48

TOTAL EXPENSE BUDGET \$ 5,579,513.00

OPERATING BUDGET \$ 5,746,903.00

W/ SIXPENCE \$ 6,271,903.00

Weeping Water School Dist #22

Budget Summary Of Funds Report - w/out Sixpence

Accounting Cycle: FY21-22; End Date: 01/31/2022; Account Type: Expenditure; Show Prior Year Accounts: No; Created On: 2/21/2022 12:36:15 PM

Fund	Description	Adopted Budget	Current Budget	YTD Actual Expenditures	Budget Balance	Percent Remaining
01	GENERAL FUND	\$5,746,903.00	\$5,746,903.00	\$2,527,244.61	\$3,219,658.39	0.55
02	DEPRECIATION ACCOUNT	\$0.00	\$0.00	\$0.00	\$0.00	0.00
03	EMPLOYEE BENEFIT	\$0.00	\$0.00	\$333,675.29	(\$333,675.29)	0.00
06	FOOD SERVICES FUND	\$0.00	\$0.00	\$116,968.77	(\$116,968.77)	0.00
07	BOND FUND	\$0.00	\$0.00	\$750,910.00	(\$750,910.00)	0.00
08	BUILDING FUND	\$0.00	\$0.00	\$35,109.76	(\$35,109.76)	0.00
09	QUALIFIED CAPITL PURP UNDERTKG	\$0.00	\$0.00	\$85,905.00	(\$85,905.00)	0.00
12	STUDENT FEES FUND	\$0.00	\$0.00	\$4,863.60	(\$4,863.60)	0.00
Fund Totals		\$5,746,903.00	\$5,746,903.00	\$3,854,677.03	\$1,892,225.97	0.32



**Weeping Water Public School
Financial Report for Board
February 2022**

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CASH ASSET REPORT

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OPERATING BUDGET \$ 5,746,903.00

W/ SIXPENCE \$ 6,271,903.00

Weeping Water School Dist #22

Budget Summary Of Funds Report - w/out Sixpence

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Fund Totals		\$5,746,903.00	\$5,746,903.00	\$3,854,677.03	\$1,892,225.97	0.32

CERTIFICATE OF POSTING

The undersigned certifies that Notice of a Meeting of the Board of Education of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “District”), held at 6:00 p.m. on Monday, February 21, 2022, in the Conference Room of the District’s school building, 204 West O Street, in Weeping Water, Nebraska, such notice being in the form attached hereto, was caused to be posted in the public places in the District listed below on the _____ day of _____, 2022.

DATED February 21, 2022.

Title: _____

NOTE: Attach a copy of the Notice of Meeting, as posted, if such Notice is posted.

**ACKNOWLEDGMENT OF RECEIPT
OF ADVANCE NOTICE OF MEETING**

The undersigned Members of the Board of Education of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 6:00 p.m. on Monday, February 21, 2022, in the Conference Room of the District's school building, 204 West O Street, in Weeping Water, Nebraska.

DATED February 21, 2022.

February 21, 2022
Weeping Water, Nebraska

A meeting of the Board of Education (the “Board”) of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “District”) was held at 6:00 p.m. on Monday, February 21, 2022, in the Conference Room of the District’s school building, 204 West O Street, in Weeping Water, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the “Open Meetings Act”), and set forth (a) the time, date and place of this meeting, (b) that this meeting would be open to the attendance of the public and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the Superintendent of Schools (the “Superintendent”). A copy of said advance publicized notice was ordered annexed to the minutes of this meeting as Attachment 1. Each Board Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing, and a copy of their collective acknowledgment of receipt of such advance notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date and place of the meeting.

The President of the Board, _____, presided, and the Secretary of the Board, _____, recorded the proceedings. On roll call the following Board Members were present: _____

_____.

The following Board Members were absent: _____.

A quorum being present and the meeting duly commenced, the following proceedings were had and done.

The President of the Board publicly stated to all in attendance that a current and complete copy of the Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

* * * * *

(Other Business)

* * * * *

Board Member _____ then introduced the following resolution and moved for its adoption, the full text of which is attached hereto as Attachment 3:

A RESOLUTION OF THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING THE EARLY REDEMPTION OF ALL OR A PORTION OF THE DISTRICT'S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017, IN SUCH AMOUNTS AND FROM SUCH MATURITIES AS SHALL BE DETERMINED BY THE AUTHORIZED OFFICIALS OF THE DISTRICT.

The foregoing Resolution having been read, Board Member _____ seconded the motion for its passage and adoption, and after discussion, the roll was called and the following Board Members voted in favor of the passage and adoption of said Resolution:

_____.

The following Board Members voted against the same: _____.

The following Board Members were absent or did not vote: _____.

Said Resolution having been voted upon favorably by a majority of the Board Members, the same was by the President declared passed and adopted.

Board Member _____ then introduced the following resolution and moved for its adoption, the full text of which is attached hereto as Attachment 4:

A RESOLUTION OF THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING THE ISSUANCE BY THE DISTRICT OF ITS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$7,150,000) FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE DISTRICT; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

The foregoing Resolution having been read, Board Member _____ seconded the motion for its passage and adoption, and after discussion the roll was called and the following Board Members voted in favor of the passage and adoption of said Resolution:

_____.

The following Board Members voted against the same: _____.

The following Board Members were absent or did not vote: _____.

Said Resolution having been voted upon favorably by a majority of the Board, the same was by the President declared passed and adopted.

* * * * *

(Other Business)

* * * * *

Motion to adjourn.

DATED February 21, 2022.

ATTEST:

President, Board of Education

Secretary, Board of Education

ATTACHMENT 1
ADVANCE PUBLICIZED NOTICE OF MEETING

ATTACHMENT 2

ACKNOWLEDGMENT OF RECEIPT OF ADVANCE NOTICE OF MEETING

ATTACHMENT 3
CALL RESOLUTION

See Tab #3

A RESOLUTION OF THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING THE EARLY REDEMPTION OF ALL OR A PORTION OF THE DISTRICT'S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017, IN SUCH AMOUNTS AND FROM SUCH MATURITIES AS SHALL BE DETERMINED BY THE AUTHORIZED OFFICIALS OF THE DISTRICT.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AS FOLLOWS:

Section 1. Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the "**District**") previously issued its General Obligation Refunding Bonds, Series 2017, dated July 12, 2017, in the original aggregate principal amount of \$9,285,000 (the "**Series 2017 Bonds**"), of which \$7,695,000 in aggregate principal amount are presently outstanding. The District issued the Series 2017 Bonds pursuant to a resolution (the "**Series 2017 Resolution**") adopted by the District's Board of Education (the "**Board**") for the purpose of (a) advance refunding and defeasing a portion of the District's outstanding (i) General Obligation School Building Bonds, Series 2013, dated September 11, 2013 (the "**Series 2013 Bonds**"), and (ii) General Obligation School Building Bonds, Series 2014, dated January 15, 2014 (the "**Series 2014 Bonds**"), and (b) paying certain costs of issuing the Series 2017 Bonds.

The District issued the Series 2013 Bonds and Series 2014 Bonds pursuant to resolutions adopted by the Board and which were authorized by the required majority of the qualified voters of the District at a special election held by the District on May 14, 2013 for the purpose of (a) financing a portion of the costs of: renovating, rehabilitating, improving, equipping and furnishing the District's existing K-12 school building located in Weeping Water, Nebraska, bringing such school building in compliance with current codes, constructing additions to and site improvements for such school building including classrooms and related facilities and a competition gymnasium and related athletic facilities, constructing improvements to the existing parking lots to include paving and lighting and removing the existing portable outbuildings, and (b) paying certain costs of issuing the Series 2013 Bonds and Series 2014 Bonds.

Section 2. As set forth in the Series 2017 Resolution, the Series 2017 Bonds maturing on December 15, 2022 and thereafter are subject to redemption and prepayment at any time on or after July 12, 2022, as a whole or in part, at a redemption price equal to the principal amount of the Series 2017 Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

Section 3. Subject to the conditions set forth herein, the Board authorizes the redemption of the following outstanding Series 2017 Bonds (the "**Refunded Bonds**"), and the payment of the redemption price of such bonds through and including July 12, 2022 (the "**Redemption Date**") or such other date as shall be determined by the President of the Board or the Superintendent of Schools (each, including any person authorized to act on his or her behalf, an "**Authorized Officer**"), all in

accordance with redemption provisions set forth in the Series 2017 Resolution, after which date interest on such bonds shall cease:

<u>Type</u>	<u>Maturity Date</u> <u>(December 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>(148010)</u>
Serial	2023	\$675,000	2.00%	FQ9
Serial	2024	685,000	2.00	FR7
Serial	2025	700,000	2.05	FS5
Serial	2026	715,000	2.20	FT3
Serial	2027	725,000	2.35	FU0
Serial	2028	745,000	2.50	FV8
Serial	2029	760,000	2.65	FW6
Serial	2030	775,000	2.80	FX4
Serial	2031	805,000	3.25	FY2
Serial	2032	450,000	3.25	FZ9

Any Authorized Officer may determine that one or more maturities of the Refunded Bonds listed above shall not be redeemed on the Redemption Date. Such a determination shall be set forth in a certificate of such Authorized Officer. The Series 2017 Bonds maturing on December 15, 2022 shall be paid at maturity and will not be refunded with the Refunded Bonds, unless otherwise so determined by an Authorized Officer.

Section 4. On the Redemption Date, the principal of the Refunded Bonds, together with all accrued interest to but not including the Redemption Date, shall be paid upon presentation and surrender thereof at the corporate trust office of Union Bank and Trust Company, Lincoln, Nebraska, as paying agent and registrar for the Refunded Bonds (the “**Registrar**”).

Section 5. In accordance with the Series 2017 Resolution:

(a) not later than 35 days prior to the Redemption Date (or such other date as may be acceptable to the Registrar), the Authorized Officers, or each individually, are directed to file a copy of this Resolution with the Registrar; and

(b) upon receipt of this Resolution, the Registrar is instructed to mail notice of the redemption of the Refunded Bonds to each registered owner thereof not less than 30 days prior to the Redemption Date (or such shorter period as may be acceptable to the then registered owners of the Refunded Bonds); and

(c) not later than 10 business days following its mailing of the redemption notice, the Registrar is further directed to file such redemption notice with the Municipal Securities Rulemaking Board and its EMMA portal.

Section 6. This Resolution shall be in full force and take effect from and after its passage as provided by law. The redemption of the Refunded Bonds authorized by this Resolution is subject to the prior issuance by the District of its General Obligation Refunding Bonds, Series 2022 (the “**Refunding Bonds**”). This Resolution shall have no force and effect if the Refunding Bonds are not issued within one year of the date hereof.

DATED February 21, 2022.

President, Board of Education

Attest:

Secretary, Board of Education

ATTACHMENT 4
BOND RESOLUTION

See Tab #4

A RESOLUTION OF THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING THE ISSUANCE BY THE DISTRICT OF ITS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$7,150,000) FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE DISTRICT; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the “**Board**”) of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “**District**”) hereby makes the following findings and determinations:

(a) The District is duly organized as a Class III School District under Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended; the District maintains both elementary and high school grades under the direction of a single board of education; and the District embraces territory having a population of not more than 150,000 inhabitants.

(b) The District previously issued its General Obligation Refunding Bonds, Series 2017, dated July 12, 2017, in the original aggregate principal amount of \$9,285,000 (the “**Series 2017 Bonds**”), of which \$7,695,000 in aggregate principal amount are presently outstanding. The District issued the Series 2017 Bonds pursuant to a resolution (the “**Series 2017 Resolution**”) adopted by the Board for the purpose of (a) advance refunding and defeasing a portion of the District’s outstanding (i) General Obligation School Building Bonds, Series 2013, dated September 11, 2013 (the “**Series 2013 Bonds**”), and (ii) General Obligation School Building Bonds, Series 2014, dated January 15, 2014 (the “**Series 2014 Bonds**”), and (b) paying certain costs of issuing the Series 2017 Bonds.

The District issued the Series 2013 Bonds and Series 2014 Bonds pursuant to resolutions adopted by the Board and which were authorized by the required majority of the

qualified voters of the District at a special election held by the District on May 14, 2013 for the purpose of (a) financing a portion of the costs of: renovating, rehabilitating, improving, equipping and furnishing the District's existing K-12 school building located in Weeping Water, Nebraska, bringing such school building in compliance with current codes, constructing additions to and site improvements for such school building including classrooms and related facilities and a competition gymnasium and related athletic facilities, constructing improvements to the existing parking lots to include paving and lighting and removing the existing portable outbuildings, and (b) paying certain costs of issuing the Series 2013 Bonds and Series 2014 Bonds.

(c) As set forth in the Series 2017 Resolution, the Series 2017 Bonds maturing on December 15, 2022 and thereafter are subject to redemption and prepayment at any time on or after July 12, 2022, as a whole or in part, at a redemption price equal to the principal amount of the Series 2017 Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

(d) Since the issuance of the Series 2017 Bonds, the rates of interest available in the markets have declined such that the District can effect a savings in interest costs by providing for payment of all or part of the Series 2017 Bonds through the issuance of its general obligation refunding bonds pursuant to Sections 10-142 and 10-717 et seq., Reissue Revised Statutes of Nebraska, as amended (collectively, the "Act").

(e) By resolution of the Board adopted on February 21, 2022 (the "**Call Resolution**"), the District has duly authorized the redemption of all or a portion of the outstanding principal amount of the Series 2017 Bonds (the "**Refunded Bonds**") on July 12, 2022 (the "**Redemption Date**") or such other date as may be determined in accordance with the Call Resolution, together with all interest accrued to the Redemption Date, all in accordance with redemption provisions set forth in the Series 2017 Resolution, after which Redemption Date the interest on such Refunded Bonds shall cease. Any Series 2017 Bonds not constituting Refunded Bonds shall be paid upon maturity thereof. The redemption of the Refunded Bonds is conditioned upon and subject to the District's issuance of the refunding bonds described herein.

(f) The District has on hand no debt service or other sinking fund moneys for the payment of principal and interest on the Refunded Bonds other than moneys, if any, which are to be deposited in accordance with Section 7 of this Resolution.

(g) To provide funds for the redemption of the Refunded Bonds, it is necessary and advisable that the District issue its general obligation refunding bonds in accordance with the provisions of the Act, which bonds will be payable from a tax to be levied against the taxable property of the District.

(h) It is necessary that the District adopt (i) policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the bonds described herein and (ii) policies and procedures to satisfy the issuance and post-issuance disclosure requirements of Rule 15c2-12 promulgated by the

Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (“**Rule 15c2-12**”).

(i) All conditions, acts, and things required by law to exist or to be done precedent to the issuance of bonds pursuant to the Act do exist and have been done as required by law.

Section 2. (a) The Board authorizes the issuance and delivery of one or more series of the District’s negotiable general obligation refunding bonds in the aggregate principal amount not to exceed Seven Million One Hundred Fifty Thousand Dollars (\$7,150,000), designated as “General Obligation Refunding Bonds, Series 2022” (the “**Series 2022 Bonds**”), or such other designation as shall be made by the President of the Board and the Superintendent of Schools (each, including any person authorized to act on their behalf, an “**Authorized Officer**”), or each individually. Unless otherwise determined by an Authorized Officer, the Bonds shall mature and shall bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months from the date of original issue or the most recent Interest Payment Date, whichever is later, until maturity or early redemption, shall be issued only as fully registered bonds, without coupons, on the books of the Registrar and Paying Agent designated herein (the “**Registrar**”) in denominations of \$5,000 or whole multiples thereof not exceeding the principal amount due on a given date of maturity, and shall be numbered consecutively from one upward in order of issuance.

(b) The Authorized Officers, or each individually, are authorized and directed, in the exercise of such officer’s independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint with respect to each series of Series 2022 Bonds herein authorized, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution: (i) the dated date and the delivery date, (ii) the aggregate principal amount to be issued, not exceeding the aggregate principal amount set forth in this Section 2, (iii) the dates and years in which each principal maturity shall occur and the principal amount to mature or to be paid in each of such years, which shall not be later than December 15, 2032, (iv) the date or dates upon which such series shall be sold, which shall not be later than one year from the date of this Resolution, (v) the rate or rates of interest to be carried by each maturity of the Series 2022 Bonds, provided that such rates generate positive debt service savings, (vi) the method by which such rate or rates of interest shall be calculated, (vii) the dates on which interest shall be paid, (viii) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Series 2022 Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (ix) the form, content, terms and provisions of any bond purchase agreement entered into by the District with an Underwriter or any loan agreement between the District and the Lender, all as set forth in Section 6 hereof, (x) the identity of the Underwriter, the Placement Agent or the Lender of the Series 2022 Bonds, as applicable (each, a “**Purchaser**”), in accordance with Section 6 hereof, (xi) the fee of the Purchaser, which shall not be more than 1.00% of the aggregate principal amount of each series, (xii) the purchase price, which shall not be less than 97.00% of the aggregate principal amount of each series (inclusive of the Purchaser’s discount and any original issue discount), (xiii) the form and contents of any Offering Document (as defined in Section 12 hereof), (xiv) the identity of the Registrar, (xv) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the District in connection with the authorization, issuance, sale and delivery of each series and (xvi) all of the other terms relating to each series not otherwise determined or fixed by the provisions of this Resolution.

(c) (i) The Series 2022 Bonds shall be subject to redemption prior to maturity as determined by an Authorized Officer; provided, however, that the Series 2022 Bonds maturing after the date five years from their date of original issue shall be subject to redemption at the option of the District on the date that is no later than five years from their date of original issue and any date thereafter, as a whole, or in part in such principal amounts and from such maturity or maturities as the District in its sole and absolute discretion shall determine, at a redemption price equal to the principal amount so redeemed, together with the interest accrued thereon to the date fixed for redemption, with or without a premium as may be determined by such Authorized Officer. If less than all Series 2022 Bonds of any maturity are to be called for redemption pursuant to this Resolution, the Registrar shall select by lot the particular Series 2022 Bonds of such maturity to be redeemed.

(ii) The Authorized Officers, or each individually, may designate in a certificate certain Series 2022 Bonds as “**Term Bonds**”, portions of which are to be redeemed on such dates of the years (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”) set forth in such certificate. The Registrar shall select and call for redemption, in accordance with this subsection (c), from the Term Bonds the amounts specified by the Authorized Officer in the certificate, and the Term Bonds selected by the Registrar shall become due and payable on such date. If Term Bonds are redeemed at the option of the District pursuant to Section 2(c)(i), the Term Bonds so optionally redeemed may, at the option of the District, be applied as a credit against any subsequent Mandatory Sinking Fund Payment with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to Section 2(c)(i), provided that the District shall have delivered to the Registrar not less than 45 days prior to such Sinking Fund Payment Date a District certificate stating its election to apply such Term Bonds as such a credit. In such case, the Registrar shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Payment Date specified in such District certificate by the principal amount of Term Bonds so redeemed pursuant to Section 2(c)(i). Any credit given to Mandatory Sinking Fund Payments pursuant to Section 2(c)(i) shall not affect any subsequent Mandatory Sinking Fund Payments, which shall remain payable as otherwise provided in this subsection (c), unless and until another credit is given in accordance with the provisions hereof.

(iii) Series 2022 Bonds subject to redemption shall be redeemed in denominations of \$5,000. If any Series 2022 Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any whole multiple thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Series 2022 Bonds there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Series 2022 Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Resolution.

(iv) The Registrar shall give notice of redemption of Series 2022 Bonds stating their designation, date, maturity, principal amounts and the redemption date by mailing such notice via first-class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption to the registered owners (or such shorter period as may be acceptable to the then

registered owners) at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Series 2022 Bonds or the redemption of any Series 2022 Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Series 2022 Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Series 2022 Bonds called for redemption who have not been given such notice as provided above, the Series 2022 Bonds so called for redemption shall become due and payable on the designated redemption date. The District shall give written notice to the Registrar of its election to redeem Series 2022 Bonds at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Series 2022 Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Series 2022 Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as aforesaid no later than the date fixed for redemption, such call for redemption shall be cancelled, and the Series 2022 Bonds so called for redemption shall continue to be outstanding as though they had not been so called; such Series 2022 Bonds shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption and shall continue to be protected by this Resolution and entitled to the benefits and security hereof.

(d) Interest on the Series 2022 Bonds at the respective rates for each maturity is payable on each interest payment date determined in accordance with this Section 2 (each of said dates, an “**Interest Payment Date**”) by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Series 2022 Bond at such registered owner’s address as it appears on the bond register maintained by the Registrar or its successor as of the close of business on the 15th day (whether or not a business day) immediately preceding each Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Series 2022 Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Series 2022 Bonds to the Registrar at its designated corporate trust office.

If any payments of interest due on the Series 2022 Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Series 2022 Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or the interest on the Series 2022 Bonds shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the designated corporate trust office of the Registrar is located are authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday,

legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

(e) The Series 2022 Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the President and the Secretary of the Board (including such other persons authorized to sign on their behalf). In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2022 Bonds shall cease to be such officer before the delivery of any Series 2022 Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Series 2022 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Series 2022 Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2022 Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2022 Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

(f) If any Series 2022 Bond is mutilated, lost, stolen or destroyed, the District shall execute a new Series 2022 Bond of like date, maturity and denomination to that mutilated, lost, stolen, or destroyed, provided that, in the case of any mutilated Series 2022 Bond, such mutilated Series 2022 Bond shall first be surrendered to the Registrar and, in the case of any lost, stolen, or destroyed Series 2022 Bonds, there first shall be furnished to the Registrar evidence of such loss, theft, or destruction satisfactory to the Registrar, together with an indemnity satisfactory to it. If such Series 2022 Bond shall have matured, instead of issuing a duplicate Series 2022 Bond, the District may pay the same without surrender thereof upon the performance of such requirements as it deems fit for its protection, including a lost instrument bond. The District and the Registrar may charge the owner of such Series 2022 Bond with their reasonable fees and expenses for such service.

(g) Unless otherwise directed by the Purchaser, the Series 2022 Bonds shall be issued initially as “book-entry-only” bonds under the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection the officers of the District are authorized to execute and deliver a Letter of Representations (the “**Letter of Representations**”) in the form required by the Depository, for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Series 2022 Bonds. If the Series 2022 Bonds are issued as “book-entry-only” bonds, the following provisions shall apply:

(i) The District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Series 2022 Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Series 2022 Bond from a Bond Participant while the Series 2022 Bonds are in book-entry form (each a “**Beneficial Owner**”) with respect to the following:

(A) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Series 2022 Bonds,

(B) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Series 2022 Bonds, including any notice of redemption, or

(C) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Series 2022 Bonds. The Registrar shall make payments with respect to the Series 2022 Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Series 2022 Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Series 2022 Bond, except as provided in (v) below.

(ii) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Series 2022 Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Registrar to do so, the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (A) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Series 2022 Bonds or (B) to make available Series 2022 Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Series 2022 Bonds shall designate.

(iii) If the District determines that it is desirable that certificates representing the Series 2022 Bonds be delivered to the ultimate beneficial owners of the Series 2022 Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Series 2022 Bonds. In such event, the Registrar shall issue, transfer and exchange bond certificates representing the Series 2022 Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Series 2022 Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Series 2022 Bond and all notices with respect to such Series 2022 Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(v) Registered ownership of the Series 2022 Bonds may be transferred on the books of registration maintained by the Registrar, and the Series 2022 Bonds may be delivered in physical form to the following:

(A) any successor securities depository or its nominee; or

(B) any person, upon (I) the resignation of the Depository from its functions as depository or (II) termination of the use of the Depository pursuant to this Section and the terms of the Registrar and Paying Agent's Agreement.

(vi) In the event of any partial redemption of a Series 2022 Bond unless and until such partially redeemed Series 2022 Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Series 2022 Bonds as is then outstanding and all of the Series 2022 Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates, duly executed by manual or facsimile signatures of the President and Secretary of the Board, for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. If such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement certificates upon transfer or partial redemption, the District agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting President and Secretary of the Board.

Section 3. (a) The Registrar designated pursuant to Section 2(b) hereof shall serve in the capacities of registrar and paying agent under the terms of an agreement entitled "**Registrar and Paying Agent Agreement**" between the District and the Registrar; provided, however, that if the District Treasurer is designated as Registrar, then the District and the District Treasurer need not enter into a Registrar and Paying Agent Agreement. The Authorized Officers, or each individually, or such other officer of the Board or the District is authorized to execute said agreement in such form as such officer shall deem appropriate or necessary. The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

(b) The District reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Series 2022 Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. The Authorized Officers, or each individually, are authorized to remove the Registrar as provided herein if such officer determines such removal is in the best interest of the District. Upon such removal, the Authorized Officers, or each individually, are authorized to appoint a successor Registrar and to execute a Registrar and Paying Agent Agreement with such successor Registrar in a form substantially similar to that approved by the Board pursuant to this Resolution, but with such changes as such officer shall deem appropriate or necessary.

(c) The Registrar shall keep and maintain for the District books for the registration and transfer of the Series 2022 Bonds at its designated corporate trust office. The names and registered addresses of the registered owner or owners of the Series 2022 Bonds shall at all times be recorded in such books. Any Series 2022 Bond may be transferred pursuant to its provisions at the office of the Registrar by surrender of such Series 2022 Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Registrar on behalf of the District

will deliver at such office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Series 2022 Bond or Series 2022 Bonds of the same interest rate, aggregate principal amount and maturity, bearing numbers not contemporaneously then outstanding. To the extent of the denominations authorized for the Series 2022 Bonds by this Resolution, one Series 2022 Bond may be transferred for several such Series 2022 Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Series 2022 Bonds may be transferred for one or several such Series 2022 Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Series 2022 Bond, the surrendered Series 2022 Bond shall be canceled and destroyed. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. Series 2022 Bonds issued upon transfer or exchange of Series 2022 Bonds shall be dated as of the date six months preceding the Interest Payment Date next following the date of registration thereof in the office of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on the Series 2022 Bonds shall be in default, the Series 2022 Bonds issued in lieu of Series 2022 Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Series 2022 Bonds surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Series 2022 Bonds shall be dated as of their date of original issue. All Series 2022 Bonds issued upon transfer of the Series 2022 Bonds so surrendered shall be valid obligations of the District evidencing the same obligations as the Series 2022 Bonds surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the Series 2022 Bonds upon transfer of which they were delivered. The District and the Registrar shall not be required to transfer any Series 2022 Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Series 2022 Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

(d) The Registrar shall also be responsible for making the payments of principal, premium, if any, and interest as the same fall due upon the Series 2022 Bonds from funds provided by the District for such purposes. Payments of interest due upon the Series 2022 Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Series 2022 Bond to such owner's registered address as shown on the books of registration as required to be maintained under this Section 3. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due and premium thereon, if any, shall be made by the Registrar upon presentation and surrender of such Series 2022 Bond. As provided in Section 11 hereof, on or before each principal or interest due date, without further order of the Board, the Treasurer of the Board or an Authorized Officer shall transmit from the Bond Fund (hereinafter established) to the Registrar money sufficient for payment of all principal, premium, if any, and interest then due. The District and the Registrar may treat the registered owner of any Series 2022 Bond as the absolute owner of such Series 2022 Bond for purposes of making payments thereon and for all other purposes. All payments on account of interest, principal or premium, if any, made to the registered owner of any Series 2022 Bond shall be valid and effectual and shall be a discharge of the

District and the Registrar in respect of the liability upon the Series 2022 Bonds or claims for interest to the extent of the amount or amounts so paid.

Section 4. The Series 2022 Bonds shall be in substantially the following form:

(Form of Bond)

No. _____

\$

**UNITED STATES OF AMERICA
STATE OF NEBRASKA**

**CASS COUNTY SCHOOL DISTRICT 0022
(WEEPING WATER PUBLIC SCHOOLS)
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2022**

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>	<u>CUSIP Number</u>
_____, 2022	December 15, 20__	%	148010 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA (the “District”) promises to pay on the Date of Maturity the Principal Amount of this Bond to the Registered Owner hereof, or its registered assigns, upon presentation and surrender hereof to _____, as Bond Registrar and Paying Agent (the “Registrar”), at its corporate trust office in _____, Nebraska, or such other office as may be designated by the Registrar.

The District also promises to pay interest on said Principal Amount on _____ and _____ of each year (each of such dates, an “Interest Payment Date”), commencing _____, 20__, at the Interest Rate per annum indicated above until maturity or earlier redemption. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months from the Date of Original Issue or most recent Interest Payment Date, whichever is later. Interest on this Bond due prior to maturity or earlier redemption shall be paid by check or draft mailed on such Interest Payment Date to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar at the close of business on the 15th day (whether or a not a business day) immediately preceding each Interest Payment Date (the “Record Date”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this Bond (or of one or more predecessor Bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Registrar whenever moneys for such purpose become available.

This Bond is one of an issue of fully registered bonds (the “Bonds”) in the total principal amount of \$_____ of even date and like tenor herewith, except as to number, denomination, date of maturity, rate of interest and priority of redemption, which have been issued by the District for the purpose of refunding \$_____ in aggregate principal amount of the District’s General Obligation Refunding Bonds, Series 2017, dated July 12, 2017 (the “Refunded Bonds”). The issuance of the Bonds has been duly authorized pursuant to Sections 10-142 and 10-717 et seq., Reissue Revised Statutes of Nebraska, as amended, and a resolution duly adopted by the Board of Education of the District (the “Bond Resolution”). The District issued the Refunded Bonds to refinance certain of its outstanding indebtedness which financed the costs of constructing, improving, equipping and furnishing certain of the District’s existing school facilities following approval by the voters at a bond election held pursuant to Section 10-701 et seq., Reissue Revised Statutes of Nebraska, as amended.

The Bonds are issued as fully registered bonds, without coupons, in denominations of \$5,000 or whole multiples thereof. Subject to the limitations and upon payment of the charges provided in the Bond Resolution pursuant to which the Bonds have been issued, this Bond is transferable by the Registered Owner hereof or his or her attorney duly authorized in writing, at the office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges as set forth in the Bond Resolution, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond or Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The District and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

[The Bonds are not subject to optional redemption prior to the stated maturities thereof].

[The Bonds maturing on or prior to December 15, 20__ are not subject to redemption prior to their stated maturities. The Bonds maturing on or after _____, 20__ are subject to redemption prior to their stated maturities at the option of the District at any time on or after _____, 20__ as a whole, or in part in such principal amounts and from such maturity or maturities as the District, in its sole and absolute discretion may determine, at a redemption price equal to the principal amount so redeemed, together with the interest accrued on such principal amount to the date fixed for redemption. If less than all of a maturity is to be called for redemption, the Registrar shall select by lot the portion or portions of such maturity to be redeemed].

[Mandatory sinking fund redemption].

[Bonds shall be redeemed in denominations of \$5,000. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or whole multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the Registered Owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof,

registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Bond Resolution.]

[Notice of redemption of this Bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Bonds), all as more particularly set forth in the Bond Resolution; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. Notice of redemption having been given as provided in the Bond Resolution, or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this Bond shall cease to bear interest from and after the date fixed for redemption.]

The Bonds are general obligations of the District, to which the full faith, credit and resources and the taxing power of the District are irrevocably pledged. Pursuant to the Bond Resolution, the District has covenanted to cause to be made annually a special levy of taxes on all the taxable property in the District, in addition to all other taxes, sufficient in rate and amount to pay the principal of, premium, if any, and the interest on the Bonds as and when such interest and principal become due. The District has pledged such tax levy and all receipts therefrom to all payments due on the Bonds.

The Bonds are deemed designated as “qualified tax-exempt obligations” as described in Section 265(b)(3)(D)(ii) of the Internal Revenue Code of 1986, as amended.

AS PROVIDED IN THE BOND RESOLUTION, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE BOND RESOLUTION, “DTC”), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE BOND RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond and in the issuance of the Refunded Bonds hereby did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the District, including this Bond and the Refunded Bonds, does not exceed any limitation imposed by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the certificate of authentication hereon shall have been executed by the Registrar.

IN WITNESS WHEREOF, the District has caused this Bond to be executed on its behalf by the original or facsimile signature of the President of its Board of Education and attested by the original or facsimile signature of the Secretary of said Board of Education, all as of the Date of Original Issue shown above.

**CASS COUNTY SCHOOL DISTRICT 0022
(WEEPING WATER PUBLIC SCHOOLS) IN
THE STATE OF NEBRASKA**

ATTEST:

(Sample- Do Not Sign)
Secretary of the Board of Education

(Sample- Do Not Sign)
President of the Board of Education

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This Bond is one of the Bonds of the series designated therein issued under the provisions of the Bond Resolution, and has been registered to the owner named in said Bond and recorded in the books of record maintained by the undersigned Registrar for said issue of Bonds

as Bond Registrar and Paying Agent

By: _____
Its Authorized Officer

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of registration in the office of the within mentioned Registrar with full power of substitution in the premises.

Date: _____

Registered Owner

Witness: _____

NOTE: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 5. (a) After being executed by the President and the Secretary of the Board in accordance with Section 2(e) hereof, the Series 2022 Bonds shall be delivered to the Registrar for registration and authentication. The Authorized Officers, or each individually, are authorized to take all actions necessary to effect the delivery of the Series 2022 Bonds to the Registrar and then to the Purchaser, inclusive of the power and authority to execute such orders, certificates, receipts and other documents as may be necessary or desirable to effect such delivery and to receive the purchase price for the Bonds.

(b) The Superintendent of Schools is directed to make and certify a transcript of the proceedings of the District precedent to the issuance of the Series 2022 Bonds, which transcript shall be delivered to the Purchaser of the Series 2022 Bonds.

(c) The Authorized Officers, or each individually, shall certify to the Nebraska Auditor of Public Accounts the taxable valuation, the number of children of school age residing in the District and the total bonded indebtedness of the District.

Section 6. (a) The District is authorized to sell the Series 2022 Bonds to Piper Sandler & Co., as original purchaser of the Series 2022 Bonds (the “**Underwriter**”), in accordance with Section 2 of this Resolution. Delivery of the Series 2022 Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of sale. The District is authorized to enter into a Bond Purchase Agreement (the “**Purchase Agreement**”) between the District and the Underwriter in form and substance acceptable to the Authorized Officers, or each individually. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the District, such officer’s signature thereon being conclusive evidence of such official’s and the District’s approval thereof. The Underwriter shall have the right to direct the registration of the Series 2022 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such Underwriter and its agents, representatives and counsel (including bond counsel) are authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Series 2022 Bonds, including, without limitation, authorizing the release of the Series 2022 Bonds by the Depository at closing.

(b) The District is further authorized to place the Series 2022 Bonds with a private purchaser (the “**Private Purchaser**”) with the assistance of Piper Sandler & Co., as placement agent of the Series 2022 Bonds (the “**Placement Agent**”), in accordance with Section 2 of this Resolution. The Private Purchaser shall have the right to direct the registration of the Series 2022 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The

Placement Agent and its agents, representatives and counsel (including bond counsel) are authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and placement of the Series 2022 Bonds.

(c) The District is further authorized to (i) issue the Series 2022 Bonds directly to a bank or other institutional lender (the “**Lender**”) to evidence or secure a loan from such Lender to the District or (ii) enter into a loan agreement with a Lender in lieu of issuing the Series 2022 Bonds, in accordance with Section 2 of this Resolution and subject to the other restrictions of this Resolution. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Series 2022 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance of the Series 2022 Bonds.

Section 7. (a) Proceeds of the Series 2022 Bonds, together with funds of the District held for the payment of the Refunded Bonds and other District moneys, if necessary, shall be deposited with Union Bank and Trust Company, Lincoln, Nebraska, as registrar and paying agent with respect to the Refunded Bonds (the “**Refunded Bonds Registrar**”), to be applied to redeem the Refunded Bonds on the Redemption Date at a redemption price equal to 100% of the principal amount thereof plus accrued interest on such principal amount to the Redemption Date. If requested by the Purchaser, such moneys may be deposited with an escrow agent acceptable to the District and the Purchaser prior to their deposit with the Refunded Bonds Registrar. The District shall take all steps necessary and appropriate to provide for the redemption of the Refunded Bonds on the Redemption Date.

(b) Accrued interest, if any, received upon closing of the Series 2022 Bonds shall be deposited in the Bond Fund described herein and applied to interest falling due on the Series 2022 Bonds on the first Interest Payment Date.

(c) Proceeds of the Series 2022 Bonds may be disbursed by the District to pay the costs of issuing the Series 2022 Bonds. The District may also pay such costs from its general fund.

Section 8. The holders of the Series 2022 Bonds shall be subrogated to all rights of the holders of the Refunded Bonds as described in this Resolution, except for their rights to payment from the deposit with respect to the Refunded Bonds as described in Section 7 hereof.

Section 9. The Series 2022 Bonds shall be direct, general obligations of the District, and the District irrevocably pledges the full faith and credit and the taxing power of the District, including the special levy of taxes described in this Section 9 and all receipts therefrom, to the prompt payment of the principal of, premium, if any, and the interest on the Series 2022 Bonds as the same become due. The District shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the District, without limitation as to rate or amount, sufficient to pay the interest on, premium, if any, and the principal of the Series 2022 Bonds as and when such interest, premium, and principal, respectively, become due, which taxes shall be in excess of and in addition to all other taxes now or hereafter authorized to be levied by the District. Such tax levy and all receipts therefrom to all payments due on the Series 2022 Bonds are pledged to the payment of debt service on the Series 2022 Bonds. The District further agrees to direct the application of such tax levy moneys held by the

County Treasurer of Cass County and the county treasurer of any other county in which portions of the District may lie to the payment of the Series 2022 Bonds so that not later than each maturity date and/or Interest Payment Date with respect to the Series 2022 Bonds, there shall be on hand with the Registrar sufficient funds to make the payments of principal of, premium, if any, and interest on the Series 2022 Bonds as they fall due.

Section 10. (a) The Board authorizes the establishment of a 2022 Bond Fund of the District (the “**Bond Fund**”), into which there shall be deposited as and when received all proceeds of the tax levy described in Section 9 hereof. So long as any Series 2022 Bonds are outstanding, all amounts paid and credited to the Bond Fund shall be expended and used by the District for the sole purpose of paying the principal of, premium, if any, and interest on the Series 2022 Bonds as and when the same become due, including any redemption date, and paying the usual and customary fees and expenses of the Registrar.

(b) The District Treasurer or any Authorized Officer is authorized and directed to withdraw from the Bond Fund and forward to the Registrar sums sufficient to pay principal of and premium, if any, and interest on the Series 2022 Bonds as and when the same become due, and also to pay the charges made by the Registrar for acting in such capacity in the payment of the principal of and the interest on the Series 2022 Bonds, and the charges shall be forwarded to the Registrar over and above the amount of the principal of, premium, if any, and interest on the Series 2022 Bonds. If, through the lapse of time, or otherwise, the owners of Series 2022 Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Registrar to return the funds to the District. All moneys deposited with the Registrar shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

(c) Any moneys or investments remaining in the Bond Fund after the payment or the defeasance of all the Series 2022 Bonds shall be transferred to the general fund of the District.

Section 11. (a) The Board covenants and agrees that the District (i) shall comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2022 Bonds and (ii) shall not use or permit the use of any proceeds of the Series 2022 Bonds or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Series 2022 Bonds. In addition, the District shall adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Series 2022 Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The Board covenants and agrees that the District (i) shall comply with all requirements of Section 148 of the Code to the extent applicable to the Series 2022 Bonds, (ii) shall use the proceeds of the Series 2022 Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Series 2022 Bonds are issued, and (iii) shall not invest or directly or indirectly use or permit the use of any proceeds of the Series 2022 Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause the Series 2022 Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The Board covenants and agrees that the District will pay or provide for the payment from time to time of all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Series 2022 Bonds from time to time. This covenant shall survive payment in full or defeasance of the Series 2022 Bonds. The Board specifically covenants to pay or cause to be paid to the United States of America the required amounts of rebatable arbitrage at the times and in the amounts as determined by its Federal Tax Certificate. Notwithstanding anything to the contrary contained herein, the Federal Tax Certificate may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2022 Bonds.

(d) The Board covenants and agrees that (to the extent within its power or direction) the District shall not use any portion of the proceeds of the Series 2022 Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Series 2022 Bond to be a “private activity bond”.

(e) The Board makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

(i) the District is a governmental unit under Nebraska law with general taxing powers;

(ii) none of the Series 2022 Bonds, the Series 2017 Bonds, the Series 2013 Bonds, or the Series 2014 Bonds is a private activity bond as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Series 2017 Bonds, the Series 2013 Bonds, and the Series 2014 Bonds were used for local governmental activities of the District;

(iv) the Series 2017 Bonds, the Series 2013 Bonds, and the Series 2014 Bonds were exempt from arbitrage rebate under the “small-issuer exception” of Section 148(f)(4)(D) of the Code;

(v) the weighted average maturity of the Series 2022 Bonds will not exceed the remaining weighted average maturity of the Refunded Bonds; and

(vi) no Series 2022 Bond matures more than 30 years after the issuance date of the Series 2013 Bonds (September 11, 2013).

(f) The Series 2022 Bonds are deemed designated as qualified tax-exempt obligations and, pursuant to such designation, the Board represents that:

(i) the Series 2017 Bonds were designated as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B) of the Code;

(ii) the average maturity date of the Series 2022 Bonds will not be later than the average maturity date of the Refunded Bonds; and

(iii) the Series 2022 Bonds will have a final maturity date not later than 30 years after the date the Series 2013 Bonds were issued (September 11, 2013).

The Authorized Officers, or each individually, are authorized to take such other action as may be necessary to make effective the designation in this subsection (f).

Section 12. The Board authorizes the use and distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Series 2022 Bonds. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed and the use and distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Series 2022 Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Series 2022 Bonds.

The District shall provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale of the Series 2022 Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

Section 13. If so required by the Underwriter, the Board (a) authorizes and directs the Authorized Officers, or each individually, to execute and deliver, on the date of the issuance of the Series 2022 Bonds, a continuing disclosure agreement or certificate (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 and is acceptable to the Underwriter and bond counsel and (b) shall comply with and carry out all of the provisions of the Undertaking. The Authorized Officers, or each individually, may engage a dissemination agent to assist the District with its obligations pursuant to the Undertaking. Notwithstanding any other provisions of this Resolution, failure of the District to comply with the Undertaking will not be considered a default under this Resolution or the Series 2022 Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section 13 and the Undertaking. For purposes of this Section 13, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2022 Bonds (including persons holding Series 2022 Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Series 2022 Bonds for federal income tax purposes.

Section 14. The District reserves the right to issue refunding bonds and provide for the investment of the proceeds thereof for purposes of providing for the payment of principal and interest on the Series 2022 Bonds in such manner as may be prescribed by law from time to time but specifically including the provisions of the Act.

Section 15. The District’s obligations under this Resolution shall be fully discharged and satisfied as to the Series 2022 Bonds authorized and issued hereunder, and said Series 2022 Bonds, or portions thereof, shall no longer be deemed outstanding hereunder when payment of the principal thereof plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to have been made in accordance with the terms thereof and hereof, or (b) shall have been provided for by depositing in escrow with a national or state bank having trust powers in trust solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or obligations of any agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and with such maturities as to principal and interest as will insure the availability of sufficient money to make such payment, and thereupon such Series 2022 Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payments, shall no longer be entitled to the benefits of this Resolution; provided that, with respect to any Series 2022 Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given or provided for. If money or Government Obligations shall have been deposited in accordance with the terms hereof with the escrow agent in trust for that purpose sufficient to pay the principal of such Series 2022 Bonds and all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and all such Series 2022 Bonds shall no longer be considered outstanding.

Section 16. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board (a) authorizes and directs the Authorized Officers and all other officers, employees and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution and the issuance, sale, and delivery of the Series 2022 Bonds, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) directs, authorizes and delegates to each of the Authorized Officers, the right, power, and authority to exercise such officers’ own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by any Authorized Officer or by any other officer, officers, agent, or agents of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District’s and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 17. Moneys in each of the funds and accounts created and established by this Resolution shall be deposited, invested and secured in accordance with the laws of the State of Nebraska. Moneys held in such funds and accounts may be invested by the District or at its direction in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made

for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created; and provided further that such investments shall be subject to the covenants and provisions of Section 11 hereof. All interest on any authorized investment held in any fund or account shall accrue to and become a part of such fund or account.

Section 18. If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Series 2022 Bonds and the owners of the Series 2022 Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law.

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 19. The Board adopts the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit A to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Series 2022 Bonds are met. The Board reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine and to change these policies and procedures from time to time without notice.

Section 20. The Board adopts the Disclosure Policies and Procedures attached to this Resolution as Exhibit B to ensure that the District satisfies the requirements of Rule 15c2-12 and the Undertaking. The Board reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine and to change such policies and procedures from time to time without notice.

Section 21. To the extent any portion of any and all prior resolutions of the District with respect to the Series 2022 Bonds is in conflict with the provisions of this Resolution, to the extent of such conflicts, the same are hereby repealed.

Section 22. This Resolution shall take effect and be in force from and after its passage as provided by law; provided, however, that no Series 2022 Bonds shall be sold later than one year from the date of this Resolution.

ADOPTED February 21, 2022.

By: _____
President, Board of Education

ATTEST:

By: _____
Secretary, Board of Education

EXHIBIT A

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance by the District of its General Obligation Refunding Bonds, Series 2022 (the “**Bonds**”), Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “**District**”) will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”) that must be followed in order to maintain the tax-exempt status of interest on the Bonds. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Bonds with respect to the use of the gross proceeds of the Bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of the Bonds over their life.

Designation of Responsible Person

The District’s Superintendent of Schools of (the “**Superintendent**”) shall maintain an inventory of the Bonds and assets financed which contains the pertinent data to satisfy the District’s monitoring responsibilities. Any transfer, sale or other disposition of Bond-financed assets must be reviewed and approved by the Superintendent.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The District shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The District also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed or refinanced assets.

The District shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the resolution or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account by a trustee, and the investment of Bond

proceeds shall be managed by the District. The District shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds, the District shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of Bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds).

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;

- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the District discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirements

The District shall be responsible for maintaining the following documents for the term of the Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the Bonds, including any elections made by the District in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Bond proceeds and evidence as to the amount and date for each draw-down of Bond proceeds, as well as documents relating to costs paid or reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;
- a copy of all contracts and arrangements involving the use of Bond-financed or refinanced assets;
- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to the Bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

EXHIBIT B

DISCLOSURE POLICIES AND PROCEDURES

Purpose of Disclosure Policies and Procedures

The issuance and sale of certain municipal bonds, notes, certificates of participation or other obligations (collectively, “**Obligations**”) are subject to certain federal and state securities laws, including Rule 15c2-12 (the “**Rule**”) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). The Rule requires that an underwriter, prior to purchasing or selling an issue of Obligations in a principal amount of \$1,000,000 or more, obtain a written agreement from the issuer of such Obligations to provide certain financial information or operating data on an annual basis and notices of the occurrence of certain enumerated events with the Municipal Securities Rulemaking Board (“**MSRB**”) using the MSRB’s Electronic Municipal Market Access system (“**EMMA**”).

Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “**District**”) has previously issued or may in the future issue Obligations subject to the Rule, and in connection with such issuances the District has entered and/or will enter into one or more Continuing Disclosure Certificates or Continuing Disclosure Agreements (collectively, the “**Undertakings**”) in accordance with the Rule. Pursuant to such Undertakings, the District has covenanted or will covenant to comply with the Rule by timely making the required filings. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule.

Designation of District Representative; Maintenance of List and Files

The “**District Representative**” for the District shall be the District’s Superintendent of Schools and any alternate or assistant as such Superintendent shall appoint. The District Representative is directed to employ the policies and procedures described herein. The District Representative shall be knowledgeable and familiar with the provisions of each Undertaking as to the type, format and content of the financial information or operating data to be included in each Annual Report required to be made thereunder, the instances in which notice of the occurrence of certain events must be given, and the timing requirements for the filing thereof. The District and the District Representative recognize and acknowledge that the terms, requirements and filing deadlines may vary by Undertaking.

The District Representative shall maintain a current list for each fiscal year identifying each issue of Obligations of the District outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue and the dates by which the Annual Reports are required to be submitted to the MSRB using EMMA, such list to be accompanied by copies of the related Undertakings.

Dissemination Agents

The District and the District Representative may utilize the services of a financial institution or other provider to act as dissemination agent (each, a “**Dissemination Agent**”) in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent in accordance with the terms of the applicable Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Undertaking and with the procedures for making the filings required under such Undertaking with the MSRB using the EMMA system. The District Representative shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Undertakings.

Annual Financial Filings

The District Representative will review the Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the District's Audited Financial Statements and certain other financial information or operating data with respect to the District, if applicable (the "**Annual Report**")) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. If the filing requirements of two or more Undertakings are identical, the Issuer Representative may file identical Annual Reports with respect to each issue of the Issuer's Obligations. If two or more Undertakings have different filing requirements, the Issuer Representative may file a separate Annual Report with respect to the applicable Undertaking or may file a single, comprehensive Annual Report with respect to all of such Undertakings. The District Representative shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Undertaking, if applicable.

The District Representative shall timely initiate the process of preparing the financial information or operating data required to be submitted under each Undertaking as part of the Annual Report. The District Representative shall assemble the information as soon as it becomes available and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

The District Representative will timely file the Annual Report, or will cause the Dissemination Agent to file the Annual Report, with the MSRB using the EMMA system. If the Audited Financial Statements are not then available by the filing deadline of a particular Undertaking, unaudited financial information may be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

Listed Event Filings

The District Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The District Representative will monitor the Obligations and the District's operations for occurrences of any such events and will actively evaluate whether an event may be a listed event as set forth in the District's outstanding Undertakings. After obtaining actual knowledge of such an event, the District Representative will promptly contact the District's bond counsel and the Dissemination Agent, if any, to determine whether the District must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the District must file such notice, the District Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the District's bond counsel may otherwise direct.

Reports of District Representative; Record Retention

The District Representative shall provide to the District's Board of Education, any Dissemination Agent and the underwriter each issue of Obligations, confirmation from EMMA received upon the filing of each Annual Report and any other filings made with the MSRB using the EMMA system promptly upon receipt of each such confirmation.

The District Representative shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all

filings for each issue of Obligations outstanding during each fiscal year. Such records shall be kept for at least 5 years after the respective issue of Obligations is no longer outstanding.

Familiarity with EMMA Submission Process

The District Representative shall register with EMMA and review the on-line process of filing with EMMA located at www.emma.msrb.org in order to submit the required information. The MSRB Market Information Department can also be contacted at 703.797.6668. A tutorial is available at the website and a practice submission is available as well. The District Representative also shall enroll the District in EMMA's reminder system to ensure timely performance of its responsibilities and obligations.

Notwithstanding the foregoing, if the District has retained a Dissemination Agent to assist with making the filings required by the District's Undertakings and to remind the District of its filing deadlines, the District Representative need not register with EMMA or enroll in EMMA's reminder system.

Training

To ensure adequate resources to comply with the Rule, the District Representative shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the EMMA submission process and an understanding of the timing requirements necessary for full compliance. The retention by the District of a Dissemination Agent to assist it with compliance under its Undertakings and the Rule may be deemed part of such training process.

Review of Offering Document in Connection with Primary Offerings

In connection with a new issue of Obligations, the District Representative, together with such District officials as the District Representative deems appropriate, shall promptly review upon receipt the offering document by which such Obligations shall be offered and sold. For any issue of Obligations subject to the Rule, prior to the distribution of the related offering document the District shall deem the information concerning the District in such offering document as accurate and complete in all material respects (except for such information as permitted to be omitted by the Rule) as of the date of such offering document. The District shall confirm prior to the final pricing of the Obligations that the information concerning the District in the offering document does not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CERTIFICATE OF POSTING

The undersigned certifies that Notice of a Meeting of the Board of Education of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “District”), held at 6:00 p.m. on Monday, February 21, 2022, in the Conference Room of the District’s school building, 204 West O Street, in Weeping Water, Nebraska, such notice being in the form attached hereto, was caused to be posted in the public places in the District listed below on the _____ day of _____, 2022.

DATED February 21, 2022.

Title: _____

NOTE: Attach a copy of the Notice of Meeting, as posted, if such Notice is posted.

**ACKNOWLEDGMENT OF RECEIPT
OF ADVANCE NOTICE OF MEETING**

The undersigned Members of the Board of Education of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 6:00 p.m. on Monday, February 21, 2022, in the Conference Room of the District's school building, 204 West O Street, in Weeping Water, Nebraska.

DATED February 21, 2022.

February 21, 2022
Weeping Water, Nebraska

A meeting of the Board of Education (the "Board") of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the "District") was held at 6:00 p.m. on Monday, February 21, 2022, in the Conference Room of the District's school building, 204 West O Street, in Weeping Water, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the "Open Meetings Act"), and set forth (a) the time, date and place of this meeting, (b) that this meeting would be open to the attendance of the public and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the Superintendent of Schools (the "Superintendent"). A copy of said advance publicized notice was ordered annexed to the minutes of this meeting as Attachment 1. Each Board Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing, and a copy of their collective acknowledgment of receipt of such advance notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date and place of the meeting.

The President of the Board, _____, presided, and the Secretary of the Board, _____, recorded the proceedings. On roll call the following Board Members were present: _____

_____.

The following Board Members were absent: _____.

A quorum being present and the meeting duly commenced, the following proceedings were had and done.

The President of the Board publicly stated to all in attendance that a current and complete copy of the Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

* * * * *

(Other Business)

* * * * *

Board Member _____ then introduced the following resolution and moved for its adoption, the full text of which is attached hereto as Attachment 3:

A RESOLUTION OF THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING THE EARLY REDEMPTION OF ALL OR A PORTION OF THE DISTRICT'S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017, IN SUCH AMOUNTS AND FROM SUCH MATURITIES AS SHALL BE DETERMINED BY THE AUTHORIZED OFFICIALS OF THE DISTRICT.

The foregoing Resolution having been read, Board Member _____ seconded the motion for its passage and adoption, and after discussion, the roll was called and the following Board Members voted in favor of the passage and adoption of said Resolution:

_____.

The following Board Members voted against the same: _____.

The following Board Members were absent or did not vote: _____.

Said Resolution having been voted upon favorably by a majority of the Board Members, the same was by the President declared passed and adopted.

Board Member _____ then introduced the following resolution and moved for its adoption, the full text of which is attached hereto as Attachment 4:

A RESOLUTION OF THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING THE ISSUANCE BY THE DISTRICT OF ITS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$7,150,000) FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE DISTRICT; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

The foregoing Resolution having been read, Board Member _____ seconded the motion for its passage and adoption, and after discussion the roll was called and the following Board Members voted in favor of the passage and adoption of said Resolution:

_____.

The following Board Members voted against the same: _____.

The following Board Members were absent or did not vote: _____.

Said Resolution having been voted upon favorably by a majority of the Board, the same was by the President declared passed and adopted.

* * * * *

(Other Business)

* * * * *

Motion to adjourn.

DATED February 21, 2022.

ATTEST:

President, Board of Education

Secretary, Board of Education

ATTACHMENT 1
ADVANCE PUBLICIZED NOTICE OF MEETING

ATTACHMENT 2

ACKNOWLEDGMENT OF RECEIPT OF ADVANCE NOTICE OF MEETING

ATTACHMENT 3
CALL RESOLUTION

See Tab #3

A RESOLUTION OF THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING THE EARLY REDEMPTION OF ALL OR A PORTION OF THE DISTRICT'S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017, IN SUCH AMOUNTS AND FROM SUCH MATURITIES AS SHALL BE DETERMINED BY THE AUTHORIZED OFFICIALS OF THE DISTRICT.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AS FOLLOWS:

Section 1. Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the "**District**") previously issued its General Obligation Refunding Bonds, Series 2017, dated July 12, 2017, in the original aggregate principal amount of \$9,285,000 (the "**Series 2017 Bonds**"), of which \$7,695,000 in aggregate principal amount are presently outstanding. The District issued the Series 2017 Bonds pursuant to a resolution (the "**Series 2017 Resolution**") adopted by the District's Board of Education (the "**Board**") for the purpose of (a) advance refunding and defeasing a portion of the District's outstanding (i) General Obligation School Building Bonds, Series 2013, dated September 11, 2013 (the "**Series 2013 Bonds**"), and (ii) General Obligation School Building Bonds, Series 2014, dated January 15, 2014 (the "**Series 2014 Bonds**"), and (b) paying certain costs of issuing the Series 2017 Bonds.

The District issued the Series 2013 Bonds and Series 2014 Bonds pursuant to resolutions adopted by the Board and which were authorized by the required majority of the qualified voters of the District at a special election held by the District on May 14, 2013 for the purpose of (a) financing a portion of the costs of: renovating, rehabilitating, improving, equipping and furnishing the District's existing K-12 school building located in Weeping Water, Nebraska, bringing such school building in compliance with current codes, constructing additions to and site improvements for such school building including classrooms and related facilities and a competition gymnasium and related athletic facilities, constructing improvements to the existing parking lots to include paving and lighting and removing the existing portable outbuildings, and (b) paying certain costs of issuing the Series 2013 Bonds and Series 2014 Bonds.

Section 2. As set forth in the Series 2017 Resolution, the Series 2017 Bonds maturing on December 15, 2022 and thereafter are subject to redemption and prepayment at any time on or after July 12, 2022, as a whole or in part, at a redemption price equal to the principal amount of the Series 2017 Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

Section 3. Subject to the conditions set forth herein, the Board authorizes the redemption of the following outstanding Series 2017 Bonds (the "**Refunded Bonds**"), and the payment of the redemption price of such bonds through and including July 12, 2022 (the "**Redemption Date**") or such other date as shall be determined by the President of the Board or the Superintendent of Schools (each, including any person authorized to act on his or her behalf, an "**Authorized Officer**"), all in

accordance with redemption provisions set forth in the Series 2017 Resolution, after which date interest on such bonds shall cease:

<u>Type</u>	<u>Maturity Date</u> <u>(December 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>(148010)</u>
Serial	2023	\$675,000	2.00%	FQ9
Serial	2024	685,000	2.00	FR7
Serial	2025	700,000	2.05	FS5
Serial	2026	715,000	2.20	FT3
Serial	2027	725,000	2.35	FU0
Serial	2028	745,000	2.50	FV8
Serial	2029	760,000	2.65	FW6
Serial	2030	775,000	2.80	FX4
Serial	2031	805,000	3.25	FY2
Serial	2032	450,000	3.25	FZ9

Any Authorized Officer may determine that one or more maturities of the Refunded Bonds listed above shall not be redeemed on the Redemption Date. Such a determination shall be set forth in a certificate of such Authorized Officer. The Series 2017 Bonds maturing on December 15, 2022 shall be paid at maturity and will not be refunded with the Refunded Bonds, unless otherwise so determined by an Authorized Officer.

Section 4. On the Redemption Date, the principal of the Refunded Bonds, together with all accrued interest to but not including the Redemption Date, shall be paid upon presentation and surrender thereof at the corporate trust office of Union Bank and Trust Company, Lincoln, Nebraska, as paying agent and registrar for the Refunded Bonds (the “**Registrar**”).

Section 5. In accordance with the Series 2017 Resolution:

(a) not later than 35 days prior to the Redemption Date (or such other date as may be acceptable to the Registrar), the Authorized Officers, or each individually, are directed to file a copy of this Resolution with the Registrar; and

(b) upon receipt of this Resolution, the Registrar is instructed to mail notice of the redemption of the Refunded Bonds to each registered owner thereof not less than 30 days prior to the Redemption Date (or such shorter period as may be acceptable to the then registered owners of the Refunded Bonds); and

(c) not later than 10 business days following its mailing of the redemption notice, the Registrar is further directed to file such redemption notice with the Municipal Securities Rulemaking Board and its EMMA portal.

Section 6. This Resolution shall be in full force and take effect from and after its passage as provided by law. The redemption of the Refunded Bonds authorized by this Resolution is subject to the prior issuance by the District of its General Obligation Refunding Bonds, Series 2022 (the “**Refunding Bonds**”). This Resolution shall have no force and effect if the Refunding Bonds are not issued within one year of the date hereof.

DATED February 21, 2022.

President, Board of Education

Attest:

Secretary, Board of Education

ATTACHMENT 4
BOND RESOLUTION

See Tab #4

A RESOLUTION OF THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING THE ISSUANCE BY THE DISTRICT OF ITS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$7,150,000) FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE DISTRICT; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the “**Board**”) of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “**District**”) hereby makes the following findings and determinations:

(a) The District is duly organized as a Class III School District under Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended; the District maintains both elementary and high school grades under the direction of a single board of education; and the District embraces territory having a population of not more than 150,000 inhabitants.

(b) The District previously issued its General Obligation Refunding Bonds, Series 2017, dated July 12, 2017, in the original aggregate principal amount of \$9,285,000 (the “**Series 2017 Bonds**”), of which \$7,695,000 in aggregate principal amount are presently outstanding. The District issued the Series 2017 Bonds pursuant to a resolution (the “**Series 2017 Resolution**”) adopted by the Board for the purpose of (a) advance refunding and defeasing a portion of the District’s outstanding (i) General Obligation School Building Bonds, Series 2013, dated September 11, 2013 (the “**Series 2013 Bonds**”), and (ii) General Obligation School Building Bonds, Series 2014, dated January 15, 2014 (the “**Series 2014 Bonds**”), and (b) paying certain costs of issuing the Series 2017 Bonds.

The District issued the Series 2013 Bonds and Series 2014 Bonds pursuant to resolutions adopted by the Board and which were authorized by the required majority of the

qualified voters of the District at a special election held by the District on May 14, 2013 for the purpose of (a) financing a portion of the costs of: renovating, rehabilitating, improving, equipping and furnishing the District's existing K-12 school building located in Weeping Water, Nebraska, bringing such school building in compliance with current codes, constructing additions to and site improvements for such school building including classrooms and related facilities and a competition gymnasium and related athletic facilities, constructing improvements to the existing parking lots to include paving and lighting and removing the existing portable outbuildings, and (b) paying certain costs of issuing the Series 2013 Bonds and Series 2014 Bonds.

(c) As set forth in the Series 2017 Resolution, the Series 2017 Bonds maturing on December 15, 2022 and thereafter are subject to redemption and prepayment at any time on or after July 12, 2022, as a whole or in part, at a redemption price equal to the principal amount of the Series 2017 Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

(d) Since the issuance of the Series 2017 Bonds, the rates of interest available in the markets have declined such that the District can effect a savings in interest costs by providing for payment of all or part of the Series 2017 Bonds through the issuance of its general obligation refunding bonds pursuant to Sections 10-142 and 10-717 et seq., Reissue Revised Statutes of Nebraska, as amended (collectively, the "Act").

(e) By resolution of the Board adopted on February 21, 2022 (the "**Call Resolution**"), the District has duly authorized the redemption of all or a portion of the outstanding principal amount of the Series 2017 Bonds (the "**Refunded Bonds**") on July 12, 2022 (the "**Redemption Date**") or such other date as may be determined in accordance with the Call Resolution, together with all interest accrued to the Redemption Date, all in accordance with redemption provisions set forth in the Series 2017 Resolution, after which Redemption Date the interest on such Refunded Bonds shall cease. Any Series 2017 Bonds not constituting Refunded Bonds shall be paid upon maturity thereof. The redemption of the Refunded Bonds is conditioned upon and subject to the District's issuance of the refunding bonds described herein.

(f) The District has on hand no debt service or other sinking fund moneys for the payment of principal and interest on the Refunded Bonds other than moneys, if any, which are to be deposited in accordance with Section 7 of this Resolution.

(g) To provide funds for the redemption of the Refunded Bonds, it is necessary and advisable that the District issue its general obligation refunding bonds in accordance with the provisions of the Act, which bonds will be payable from a tax to be levied against the taxable property of the District.

(h) It is necessary that the District adopt (i) policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the bonds described herein and (ii) policies and procedures to satisfy the issuance and post-issuance disclosure requirements of Rule 15c2-12 promulgated by the

Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (“**Rule 15c2-12**”).

(i) All conditions, acts, and things required by law to exist or to be done precedent to the issuance of bonds pursuant to the Act do exist and have been done as required by law.

Section 2. (a) The Board authorizes the issuance and delivery of one or more series of the District’s negotiable general obligation refunding bonds in the aggregate principal amount not to exceed Seven Million One Hundred Fifty Thousand Dollars (\$7,150,000), designated as “General Obligation Refunding Bonds, Series 2022” (the “**Series 2022 Bonds**”), or such other designation as shall be made by the President of the Board and the Superintendent of Schools (each, including any person authorized to act on their behalf, an “**Authorized Officer**”), or each individually. Unless otherwise determined by an Authorized Officer, the Bonds shall mature and shall bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months from the date of original issue or the most recent Interest Payment Date, whichever is later, until maturity or early redemption, shall be issued only as fully registered bonds, without coupons, on the books of the Registrar and Paying Agent designated herein (the “**Registrar**”) in denominations of \$5,000 or whole multiples thereof not exceeding the principal amount due on a given date of maturity, and shall be numbered consecutively from one upward in order of issuance.

(b) The Authorized Officers, or each individually, are authorized and directed, in the exercise of such officer’s independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint with respect to each series of Series 2022 Bonds herein authorized, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution: (i) the dated date and the delivery date, (ii) the aggregate principal amount to be issued, not exceeding the aggregate principal amount set forth in this Section 2, (iii) the dates and years in which each principal maturity shall occur and the principal amount to mature or to be paid in each of such years, which shall not be later than December 15, 2032, (iv) the date or dates upon which such series shall be sold, which shall not be later than one year from the date of this Resolution, (v) the rate or rates of interest to be carried by each maturity of the Series 2022 Bonds, provided that such rates generate positive debt service savings, (vi) the method by which such rate or rates of interest shall be calculated, (vii) the dates on which interest shall be paid, (viii) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Series 2022 Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (ix) the form, content, terms and provisions of any bond purchase agreement entered into by the District with an Underwriter or any loan agreement between the District and the Lender, all as set forth in Section 6 hereof, (x) the identity of the Underwriter, the Placement Agent or the Lender of the Series 2022 Bonds, as applicable (each, a “**Purchaser**”), in accordance with Section 6 hereof, (xi) the fee of the Purchaser, which shall not be more than 1.00% of the aggregate principal amount of each series, (xii) the purchase price, which shall not be less than 97.00% of the aggregate principal amount of each series (inclusive of the Purchaser’s discount and any original issue discount), (xiii) the form and contents of any Offering Document (as defined in Section 12 hereof), (xiv) the identity of the Registrar, (xv) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the District in connection with the authorization, issuance, sale and delivery of each series and (xvi) all of the other terms relating to each series not otherwise determined or fixed by the provisions of this Resolution.

(c) (i) The Series 2022 Bonds shall be subject to redemption prior to maturity as determined by an Authorized Officer; provided, however, that the Series 2022 Bonds maturing after the date five years from their date of original issue shall be subject to redemption at the option of the District on the date that is no later than five years from their date of original issue and any date thereafter, as a whole, or in part in such principal amounts and from such maturity or maturities as the District in its sole and absolute discretion shall determine, at a redemption price equal to the principal amount so redeemed, together with the interest accrued thereon to the date fixed for redemption, with or without a premium as may be determined by such Authorized Officer. If less than all Series 2022 Bonds of any maturity are to be called for redemption pursuant to this Resolution, the Registrar shall select by lot the particular Series 2022 Bonds of such maturity to be redeemed.

(ii) The Authorized Officers, or each individually, may designate in a certificate certain Series 2022 Bonds as “**Term Bonds**”, portions of which are to be redeemed on such dates of the years (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”) set forth in such certificate. The Registrar shall select and call for redemption, in accordance with this subsection (c), from the Term Bonds the amounts specified by the Authorized Officer in the certificate, and the Term Bonds selected by the Registrar shall become due and payable on such date. If Term Bonds are redeemed at the option of the District pursuant to Section 2(c)(i), the Term Bonds so optionally redeemed may, at the option of the District, be applied as a credit against any subsequent Mandatory Sinking Fund Payment with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to Section 2(c)(i), provided that the District shall have delivered to the Registrar not less than 45 days prior to such Sinking Fund Payment Date a District certificate stating its election to apply such Term Bonds as such a credit. In such case, the Registrar shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Payment Date specified in such District certificate by the principal amount of Term Bonds so redeemed pursuant to Section 2(c)(i). Any credit given to Mandatory Sinking Fund Payments pursuant to Section 2(c)(i) shall not affect any subsequent Mandatory Sinking Fund Payments, which shall remain payable as otherwise provided in this subsection (c), unless and until another credit is given in accordance with the provisions hereof.

(iii) Series 2022 Bonds subject to redemption shall be redeemed in denominations of \$5,000. If any Series 2022 Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any whole multiple thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Series 2022 Bonds there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Series 2022 Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Resolution.

(iv) The Registrar shall give notice of redemption of Series 2022 Bonds stating their designation, date, maturity, principal amounts and the redemption date by mailing such notice via first-class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption to the registered owners (or such shorter period as may be acceptable to the then

registered owners) at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Series 2022 Bonds or the redemption of any Series 2022 Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Series 2022 Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Series 2022 Bonds called for redemption who have not been given such notice as provided above, the Series 2022 Bonds so called for redemption shall become due and payable on the designated redemption date. The District shall give written notice to the Registrar of its election to redeem Series 2022 Bonds at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Series 2022 Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Series 2022 Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as aforesaid no later than the date fixed for redemption, such call for redemption shall be cancelled, and the Series 2022 Bonds so called for redemption shall continue to be outstanding as though they had not been so called; such Series 2022 Bonds shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption and shall continue to be protected by this Resolution and entitled to the benefits and security hereof.

(d) Interest on the Series 2022 Bonds at the respective rates for each maturity is payable on each interest payment date determined in accordance with this Section 2 (each of said dates, an “**Interest Payment Date**”) by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Series 2022 Bond at such registered owner’s address as it appears on the bond register maintained by the Registrar or its successor as of the close of business on the 15th day (whether or not a business day) immediately preceding each Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Series 2022 Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Series 2022 Bonds to the Registrar at its designated corporate trust office.

If any payments of interest due on the Series 2022 Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Series 2022 Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or the interest on the Series 2022 Bonds shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the designated corporate trust office of the Registrar is located are authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday,

legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

(e) The Series 2022 Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the President and the Secretary of the Board (including such other persons authorized to sign on their behalf). In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2022 Bonds shall cease to be such officer before the delivery of any Series 2022 Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Series 2022 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Series 2022 Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2022 Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2022 Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

(f) If any Series 2022 Bond is mutilated, lost, stolen or destroyed, the District shall execute a new Series 2022 Bond of like date, maturity and denomination to that mutilated, lost, stolen, or destroyed, provided that, in the case of any mutilated Series 2022 Bond, such mutilated Series 2022 Bond shall first be surrendered to the Registrar and, in the case of any lost, stolen, or destroyed Series 2022 Bonds, there first shall be furnished to the Registrar evidence of such loss, theft, or destruction satisfactory to the Registrar, together with an indemnity satisfactory to it. If such Series 2022 Bond shall have matured, instead of issuing a duplicate Series 2022 Bond, the District may pay the same without surrender thereof upon the performance of such requirements as it deems fit for its protection, including a lost instrument bond. The District and the Registrar may charge the owner of such Series 2022 Bond with their reasonable fees and expenses for such service.

(g) Unless otherwise directed by the Purchaser, the Series 2022 Bonds shall be issued initially as “book-entry-only” bonds under the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection the officers of the District are authorized to execute and deliver a Letter of Representations (the “**Letter of Representations**”) in the form required by the Depository, for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Series 2022 Bonds. If the Series 2022 Bonds are issued as “book-entry-only” bonds, the following provisions shall apply:

(i) The District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Series 2022 Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Series 2022 Bond from a Bond Participant while the Series 2022 Bonds are in book-entry form (each a “**Beneficial Owner**”) with respect to the following:

(A) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Series 2022 Bonds,

(B) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Series 2022 Bonds, including any notice of redemption, or

(C) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Series 2022 Bonds. The Registrar shall make payments with respect to the Series 2022 Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Series 2022 Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Series 2022 Bond, except as provided in (v) below.

(ii) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Series 2022 Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Registrar to do so, the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (A) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Series 2022 Bonds or (B) to make available Series 2022 Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Series 2022 Bonds shall designate.

(iii) If the District determines that it is desirable that certificates representing the Series 2022 Bonds be delivered to the ultimate beneficial owners of the Series 2022 Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Series 2022 Bonds. In such event, the Registrar shall issue, transfer and exchange bond certificates representing the Series 2022 Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Series 2022 Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Series 2022 Bond and all notices with respect to such Series 2022 Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(v) Registered ownership of the Series 2022 Bonds may be transferred on the books of registration maintained by the Registrar, and the Series 2022 Bonds may be delivered in physical form to the following:

(A) any successor securities depository or its nominee; or

(B) any person, upon (I) the resignation of the Depository from its functions as depository or (II) termination of the use of the Depository pursuant to this Section and the terms of the Registrar and Paying Agent's Agreement.

(vi) In the event of any partial redemption of a Series 2022 Bond unless and until such partially redeemed Series 2022 Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Series 2022 Bonds as is then outstanding and all of the Series 2022 Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates, duly executed by manual or facsimile signatures of the President and Secretary of the Board, for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. If such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement certificates upon transfer or partial redemption, the District agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting President and Secretary of the Board.

Section 3. (a) The Registrar designated pursuant to Section 2(b) hereof shall serve in the capacities of registrar and paying agent under the terms of an agreement entitled "**Registrar and Paying Agent Agreement**" between the District and the Registrar; provided, however, that if the District Treasurer is designated as Registrar, then the District and the District Treasurer need not enter into a Registrar and Paying Agent Agreement. The Authorized Officers, or each individually, or such other officer of the Board or the District is authorized to execute said agreement in such form as such officer shall deem appropriate or necessary. The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

(b) The District reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Series 2022 Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. The Authorized Officers, or each individually, are authorized to remove the Registrar as provided herein if such officer determines such removal is in the best interest of the District. Upon such removal, the Authorized Officers, or each individually, are authorized to appoint a successor Registrar and to execute a Registrar and Paying Agent Agreement with such successor Registrar in a form substantially similar to that approved by the Board pursuant to this Resolution, but with such changes as such officer shall deem appropriate or necessary.

(c) The Registrar shall keep and maintain for the District books for the registration and transfer of the Series 2022 Bonds at its designated corporate trust office. The names and registered addresses of the registered owner or owners of the Series 2022 Bonds shall at all times be recorded in such books. Any Series 2022 Bond may be transferred pursuant to its provisions at the office of the Registrar by surrender of such Series 2022 Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Registrar on behalf of the District

will deliver at such office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Series 2022 Bond or Series 2022 Bonds of the same interest rate, aggregate principal amount and maturity, bearing numbers not contemporaneously then outstanding. To the extent of the denominations authorized for the Series 2022 Bonds by this Resolution, one Series 2022 Bond may be transferred for several such Series 2022 Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Series 2022 Bonds may be transferred for one or several such Series 2022 Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Series 2022 Bond, the surrendered Series 2022 Bond shall be canceled and destroyed. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. Series 2022 Bonds issued upon transfer or exchange of Series 2022 Bonds shall be dated as of the date six months preceding the Interest Payment Date next following the date of registration thereof in the office of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on the Series 2022 Bonds shall be in default, the Series 2022 Bonds issued in lieu of Series 2022 Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Series 2022 Bonds surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Series 2022 Bonds shall be dated as of their date of original issue. All Series 2022 Bonds issued upon transfer of the Series 2022 Bonds so surrendered shall be valid obligations of the District evidencing the same obligations as the Series 2022 Bonds surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the Series 2022 Bonds upon transfer of which they were delivered. The District and the Registrar shall not be required to transfer any Series 2022 Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Series 2022 Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

(d) The Registrar shall also be responsible for making the payments of principal, premium, if any, and interest as the same fall due upon the Series 2022 Bonds from funds provided by the District for such purposes. Payments of interest due upon the Series 2022 Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Series 2022 Bond to such owner's registered address as shown on the books of registration as required to be maintained under this Section 3. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due and premium thereon, if any, shall be made by the Registrar upon presentation and surrender of such Series 2022 Bond. As provided in Section 11 hereof, on or before each principal or interest due date, without further order of the Board, the Treasurer of the Board or an Authorized Officer shall transmit from the Bond Fund (hereinafter established) to the Registrar money sufficient for payment of all principal, premium, if any, and interest then due. The District and the Registrar may treat the registered owner of any Series 2022 Bond as the absolute owner of such Series 2022 Bond for purposes of making payments thereon and for all other purposes. All payments on account of interest, principal or premium, if any, made to the registered owner of any Series 2022 Bond shall be valid and effectual and shall be a discharge of the

District and the Registrar in respect of the liability upon the Series 2022 Bonds or claims for interest to the extent of the amount or amounts so paid.

Section 4. The Series 2022 Bonds shall be in substantially the following form:

(Form of Bond)

No. _____

\$

**UNITED STATES OF AMERICA
STATE OF NEBRASKA**

**CASS COUNTY SCHOOL DISTRICT 0022
(WEEPING WATER PUBLIC SCHOOLS)
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2022**

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>	<u>CUSIP Number</u>
_____, 2022	December 15, 20__	%	148010 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA (the “District”) promises to pay on the Date of Maturity the Principal Amount of this Bond to the Registered Owner hereof, or its registered assigns, upon presentation and surrender hereof to _____, as Bond Registrar and Paying Agent (the “Registrar”), at its corporate trust office in _____, Nebraska, or such other office as may be designated by the Registrar.

The District also promises to pay interest on said Principal Amount on _____ and _____ of each year (each of such dates, an “Interest Payment Date”), commencing _____, 20__, at the Interest Rate per annum indicated above until maturity or earlier redemption. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months from the Date of Original Issue or most recent Interest Payment Date, whichever is later. Interest on this Bond due prior to maturity or earlier redemption shall be paid by check or draft mailed on such Interest Payment Date to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar at the close of business on the 15th day (whether or a not a business day) immediately preceding each Interest Payment Date (the “Record Date”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this Bond (or of one or more predecessor Bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Registrar whenever moneys for such purpose become available.

This Bond is one of an issue of fully registered bonds (the “Bonds”) in the total principal amount of \$_____ of even date and like tenor herewith, except as to number, denomination, date of maturity, rate of interest and priority of redemption, which have been issued by the District for the purpose of refunding \$_____ in aggregate principal amount of the District’s General Obligation Refunding Bonds, Series 2017, dated July 12, 2017 (the “Refunded Bonds”). The issuance of the Bonds has been duly authorized pursuant to Sections 10-142 and 10-717 et seq., Reissue Revised Statutes of Nebraska, as amended, and a resolution duly adopted by the Board of Education of the District (the “Bond Resolution”). The District issued the Refunded Bonds to refinance certain of its outstanding indebtedness which financed the costs of constructing, improving, equipping and furnishing certain of the District’s existing school facilities following approval by the voters at a bond election held pursuant to Section 10-701 et seq., Reissue Revised Statutes of Nebraska, as amended.

The Bonds are issued as fully registered bonds, without coupons, in denominations of \$5,000 or whole multiples thereof. Subject to the limitations and upon payment of the charges provided in the Bond Resolution pursuant to which the Bonds have been issued, this Bond is transferable by the Registered Owner hereof or his or her attorney duly authorized in writing, at the office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges as set forth in the Bond Resolution, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond or Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The District and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

[The Bonds are not subject to optional redemption prior to the stated maturities thereof].

[The Bonds maturing on or prior to December 15, 20__ are not subject to redemption prior to their stated maturities. The Bonds maturing on or after _____, 20__ are subject to redemption prior to their stated maturities at the option of the District at any time on or after _____, 20__ as a whole, or in part in such principal amounts and from such maturity or maturities as the District, in its sole and absolute discretion may determine, at a redemption price equal to the principal amount so redeemed, together with the interest accrued on such principal amount to the date fixed for redemption. If less than all of a maturity is to be called for redemption, the Registrar shall select by lot the portion or portions of such maturity to be redeemed].

[Mandatory sinking fund redemption].

[Bonds shall be redeemed in denominations of \$5,000. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or whole multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the Registered Owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof,

registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Bond Resolution.]

[Notice of redemption of this Bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Bonds), all as more particularly set forth in the Bond Resolution; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. Notice of redemption having been given as provided in the Bond Resolution, or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this Bond shall cease to bear interest from and after the date fixed for redemption.]

The Bonds are general obligations of the District, to which the full faith, credit and resources and the taxing power of the District are irrevocably pledged. Pursuant to the Bond Resolution, the District has covenanted to cause to be made annually a special levy of taxes on all the taxable property in the District, in addition to all other taxes, sufficient in rate and amount to pay the principal of, premium, if any, and the interest on the Bonds as and when such interest and principal become due. The District has pledged such tax levy and all receipts therefrom to all payments due on the Bonds.

The Bonds are deemed designated as “qualified tax-exempt obligations” as described in Section 265(b)(3)(D)(ii) of the Internal Revenue Code of 1986, as amended.

AS PROVIDED IN THE BOND RESOLUTION, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE BOND RESOLUTION, “DTC”), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE BOND RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond and in the issuance of the Refunded Bonds hereby did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the District, including this Bond and the Refunded Bonds, does not exceed any limitation imposed by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the certificate of authentication hereon shall have been executed by the Registrar.

IN WITNESS WHEREOF, the District has caused this Bond to be executed on its behalf by the original or facsimile signature of the President of its Board of Education and attested by the original or facsimile signature of the Secretary of said Board of Education, all as of the Date of Original Issue shown above.

**CASS COUNTY SCHOOL DISTRICT 0022
(WEEPING WATER PUBLIC SCHOOLS) IN
THE STATE OF NEBRASKA**

ATTEST:

(Sample- Do Not Sign)
Secretary of the Board of Education

(Sample- Do Not Sign)
President of the Board of Education

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This Bond is one of the Bonds of the series designated therein issued under the provisions of the Bond Resolution, and has been registered to the owner named in said Bond and recorded in the books of record maintained by the undersigned Registrar for said issue of Bonds

as Bond Registrar and Paying Agent

By: _____
Its Authorized Officer

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of registration in the office of the within mentioned Registrar with full power of substitution in the premises.

Date: _____

Registered Owner

Witness: _____

NOTE: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 5. (a) After being executed by the President and the Secretary of the Board in accordance with Section 2(e) hereof, the Series 2022 Bonds shall be delivered to the Registrar for registration and authentication. The Authorized Officers, or each individually, are authorized to take all actions necessary to effect the delivery of the Series 2022 Bonds to the Registrar and then to the Purchaser, inclusive of the power and authority to execute such orders, certificates, receipts and other documents as may be necessary or desirable to effect such delivery and to receive the purchase price for the Bonds.

(b) The Superintendent of Schools is directed to make and certify a transcript of the proceedings of the District precedent to the issuance of the Series 2022 Bonds, which transcript shall be delivered to the Purchaser of the Series 2022 Bonds.

(c) The Authorized Officers, or each individually, shall certify to the Nebraska Auditor of Public Accounts the taxable valuation, the number of children of school age residing in the District and the total bonded indebtedness of the District.

Section 6. (a) The District is authorized to sell the Series 2022 Bonds to Piper Sandler & Co., as original purchaser of the Series 2022 Bonds (the “**Underwriter**”), in accordance with Section 2 of this Resolution. Delivery of the Series 2022 Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of sale. The District is authorized to enter into a Bond Purchase Agreement (the “**Purchase Agreement**”) between the District and the Underwriter in form and substance acceptable to the Authorized Officers, or each individually. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the District, such officer’s signature thereon being conclusive evidence of such official’s and the District’s approval thereof. The Underwriter shall have the right to direct the registration of the Series 2022 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such Underwriter and its agents, representatives and counsel (including bond counsel) are authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Series 2022 Bonds, including, without limitation, authorizing the release of the Series 2022 Bonds by the Depository at closing.

(b) The District is further authorized to place the Series 2022 Bonds with a private purchaser (the “**Private Purchaser**”) with the assistance of Piper Sandler & Co., as placement agent of the Series 2022 Bonds (the “**Placement Agent**”), in accordance with Section 2 of this Resolution. The Private Purchaser shall have the right to direct the registration of the Series 2022 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The

Placement Agent and its agents, representatives and counsel (including bond counsel) are authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and placement of the Series 2022 Bonds.

(c) The District is further authorized to (i) issue the Series 2022 Bonds directly to a bank or other institutional lender (the “**Lender**”) to evidence or secure a loan from such Lender to the District or (ii) enter into a loan agreement with a Lender in lieu of issuing the Series 2022 Bonds, in accordance with Section 2 of this Resolution and subject to the other restrictions of this Resolution. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Series 2022 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance of the Series 2022 Bonds.

Section 7. (a) Proceeds of the Series 2022 Bonds, together with funds of the District held for the payment of the Refunded Bonds and other District moneys, if necessary, shall be deposited with Union Bank and Trust Company, Lincoln, Nebraska, as registrar and paying agent with respect to the Refunded Bonds (the “**Refunded Bonds Registrar**”), to be applied to redeem the Refunded Bonds on the Redemption Date at a redemption price equal to 100% of the principal amount thereof plus accrued interest on such principal amount to the Redemption Date. If requested by the Purchaser, such moneys may be deposited with an escrow agent acceptable to the District and the Purchaser prior to their deposit with the Refunded Bonds Registrar. The District shall take all steps necessary and appropriate to provide for the redemption of the Refunded Bonds on the Redemption Date.

(b) Accrued interest, if any, received upon closing of the Series 2022 Bonds shall be deposited in the Bond Fund described herein and applied to interest falling due on the Series 2022 Bonds on the first Interest Payment Date.

(c) Proceeds of the Series 2022 Bonds may be disbursed by the District to pay the costs of issuing the Series 2022 Bonds. The District may also pay such costs from its general fund.

Section 8. The holders of the Series 2022 Bonds shall be subrogated to all rights of the holders of the Refunded Bonds as described in this Resolution, except for their rights to payment from the deposit with respect to the Refunded Bonds as described in Section 7 hereof.

Section 9. The Series 2022 Bonds shall be direct, general obligations of the District, and the District irrevocably pledges the full faith and credit and the taxing power of the District, including the special levy of taxes described in this Section 9 and all receipts therefrom, to the prompt payment of the principal of, premium, if any, and the interest on the Series 2022 Bonds as the same become due. The District shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the District, without limitation as to rate or amount, sufficient to pay the interest on, premium, if any, and the principal of the Series 2022 Bonds as and when such interest, premium, and principal, respectively, become due, which taxes shall be in excess of and in addition to all other taxes now or hereafter authorized to be levied by the District. Such tax levy and all receipts therefrom to all payments due on the Series 2022 Bonds are pledged to the payment of debt service on the Series 2022 Bonds. The District further agrees to direct the application of such tax levy moneys held by the

County Treasurer of Cass County and the county treasurer of any other county in which portions of the District may lie to the payment of the Series 2022 Bonds so that not later than each maturity date and/or Interest Payment Date with respect to the Series 2022 Bonds, there shall be on hand with the Registrar sufficient funds to make the payments of principal of, premium, if any, and interest on the Series 2022 Bonds as they fall due.

Section 10. (a) The Board authorizes the establishment of a 2022 Bond Fund of the District (the “**Bond Fund**”), into which there shall be deposited as and when received all proceeds of the tax levy described in Section 9 hereof. So long as any Series 2022 Bonds are outstanding, all amounts paid and credited to the Bond Fund shall be expended and used by the District for the sole purpose of paying the principal of, premium, if any, and interest on the Series 2022 Bonds as and when the same become due, including any redemption date, and paying the usual and customary fees and expenses of the Registrar.

(b) The District Treasurer or any Authorized Officer is authorized and directed to withdraw from the Bond Fund and forward to the Registrar sums sufficient to pay principal of and premium, if any, and interest on the Series 2022 Bonds as and when the same become due, and also to pay the charges made by the Registrar for acting in such capacity in the payment of the principal of and the interest on the Series 2022 Bonds, and the charges shall be forwarded to the Registrar over and above the amount of the principal of, premium, if any, and interest on the Series 2022 Bonds. If, through the lapse of time, or otherwise, the owners of Series 2022 Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Registrar to return the funds to the District. All moneys deposited with the Registrar shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

(c) Any moneys or investments remaining in the Bond Fund after the payment or the defeasance of all the Series 2022 Bonds shall be transferred to the general fund of the District.

Section 11. (a) The Board covenants and agrees that the District (i) shall comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2022 Bonds and (ii) shall not use or permit the use of any proceeds of the Series 2022 Bonds or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Series 2022 Bonds. In addition, the District shall adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Series 2022 Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The Board covenants and agrees that the District (i) shall comply with all requirements of Section 148 of the Code to the extent applicable to the Series 2022 Bonds, (ii) shall use the proceeds of the Series 2022 Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Series 2022 Bonds are issued, and (iii) shall not invest or directly or indirectly use or permit the use of any proceeds of the Series 2022 Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause the Series 2022 Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The Board covenants and agrees that the District will pay or provide for the payment from time to time of all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Series 2022 Bonds from time to time. This covenant shall survive payment in full or defeasance of the Series 2022 Bonds. The Board specifically covenants to pay or cause to be paid to the United States of America the required amounts of rebatable arbitrage at the times and in the amounts as determined by its Federal Tax Certificate. Notwithstanding anything to the contrary contained herein, the Federal Tax Certificate may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2022 Bonds.

(d) The Board covenants and agrees that (to the extent within its power or direction) the District shall not use any portion of the proceeds of the Series 2022 Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Series 2022 Bond to be a “private activity bond”.

(e) The Board makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

(i) the District is a governmental unit under Nebraska law with general taxing powers;

(ii) none of the Series 2022 Bonds, the Series 2017 Bonds, the Series 2013 Bonds, or the Series 2014 Bonds is a private activity bond as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Series 2017 Bonds, the Series 2013 Bonds, and the Series 2014 Bonds were used for local governmental activities of the District;

(iv) the Series 2017 Bonds, the Series 2013 Bonds, and the Series 2014 Bonds were exempt from arbitrage rebate under the “small-issuer exception” of Section 148(f)(4)(D) of the Code;

(v) the weighted average maturity of the Series 2022 Bonds will not exceed the remaining weighted average maturity of the Refunded Bonds; and

(vi) no Series 2022 Bond matures more than 30 years after the issuance date of the Series 2013 Bonds (September 11, 2013).

(f) The Series 2022 Bonds are deemed designated as qualified tax-exempt obligations and, pursuant to such designation, the Board represents that:

(i) the Series 2017 Bonds were designated as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B) of the Code;

(ii) the average maturity date of the Series 2022 Bonds will not be later than the average maturity date of the Refunded Bonds; and

(iii) the Series 2022 Bonds will have a final maturity date not later than 30 years after the date the Series 2013 Bonds were issued (September 11, 2013).

The Authorized Officers, or each individually, are authorized to take such other action as may be necessary to make effective the designation in this subsection (f).

Section 12. The Board authorizes the use and distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Series 2022 Bonds. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed and the use and distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Series 2022 Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Series 2022 Bonds.

The District shall provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale of the Series 2022 Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

Section 13. If so required by the Underwriter, the Board (a) authorizes and directs the Authorized Officers, or each individually, to execute and deliver, on the date of the issuance of the Series 2022 Bonds, a continuing disclosure agreement or certificate (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 and is acceptable to the Underwriter and bond counsel and (b) shall comply with and carry out all of the provisions of the Undertaking. The Authorized Officers, or each individually, may engage a dissemination agent to assist the District with its obligations pursuant to the Undertaking. Notwithstanding any other provisions of this Resolution, failure of the District to comply with the Undertaking will not be considered a default under this Resolution or the Series 2022 Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section 13 and the Undertaking. For purposes of this Section 13, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2022 Bonds (including persons holding Series 2022 Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Series 2022 Bonds for federal income tax purposes.

Section 14. The District reserves the right to issue refunding bonds and provide for the investment of the proceeds thereof for purposes of providing for the payment of principal and interest on the Series 2022 Bonds in such manner as may be prescribed by law from time to time but specifically including the provisions of the Act.

Section 15. The District’s obligations under this Resolution shall be fully discharged and satisfied as to the Series 2022 Bonds authorized and issued hereunder, and said Series 2022 Bonds, or portions thereof, shall no longer be deemed outstanding hereunder when payment of the principal thereof plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to have been made in accordance with the terms thereof and hereof, or (b) shall have been provided for by depositing in escrow with a national or state bank having trust powers in trust solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or obligations of any agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and with such maturities as to principal and interest as will insure the availability of sufficient money to make such payment, and thereupon such Series 2022 Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payments, shall no longer be entitled to the benefits of this Resolution; provided that, with respect to any Series 2022 Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given or provided for. If money or Government Obligations shall have been deposited in accordance with the terms hereof with the escrow agent in trust for that purpose sufficient to pay the principal of such Series 2022 Bonds and all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and all such Series 2022 Bonds shall no longer be considered outstanding.

Section 16. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board (a) authorizes and directs the Authorized Officers and all other officers, employees and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution and the issuance, sale, and delivery of the Series 2022 Bonds, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) directs, authorizes and delegates to each of the Authorized Officers, the right, power, and authority to exercise such officers’ own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by any Authorized Officer or by any other officer, officers, agent, or agents of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District’s and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 17. Moneys in each of the funds and accounts created and established by this Resolution shall be deposited, invested and secured in accordance with the laws of the State of Nebraska. Moneys held in such funds and accounts may be invested by the District or at its direction in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made

for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created; and provided further that such investments shall be subject to the covenants and provisions of Section 11 hereof. All interest on any authorized investment held in any fund or account shall accrue to and become a part of such fund or account.

Section 18. If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Series 2022 Bonds and the owners of the Series 2022 Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law.

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 19. The Board adopts the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit A to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Series 2022 Bonds are met. The Board reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine and to change these policies and procedures from time to time without notice.

Section 20. The Board adopts the Disclosure Policies and Procedures attached to this Resolution as Exhibit B to ensure that the District satisfies the requirements of Rule 15c2-12 and the Undertaking. The Board reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine and to change such policies and procedures from time to time without notice.

Section 21. To the extent any portion of any and all prior resolutions of the District with respect to the Series 2022 Bonds is in conflict with the provisions of this Resolution, to the extent of such conflicts, the same are hereby repealed.

Section 22. This Resolution shall take effect and be in force from and after its passage as provided by law; provided, however, that no Series 2022 Bonds shall be sold later than one year from the date of this Resolution.

ADOPTED February 21, 2022.

By: _____
President, Board of Education

ATTEST:

By: _____
Secretary, Board of Education

EXHIBIT A

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance by the District of its General Obligation Refunding Bonds, Series 2022 (the “**Bonds**”), Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “**District**”) will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”) that must be followed in order to maintain the tax-exempt status of interest on the Bonds. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Bonds with respect to the use of the gross proceeds of the Bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of the Bonds over their life.

Designation of Responsible Person

The District’s Superintendent of Schools of (the “**Superintendent**”) shall maintain an inventory of the Bonds and assets financed which contains the pertinent data to satisfy the District’s monitoring responsibilities. Any transfer, sale or other disposition of Bond-financed assets must be reviewed and approved by the Superintendent.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The District shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The District also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed or refinanced assets.

The District shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the resolution or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account by a trustee, and the investment of Bond

proceeds shall be managed by the District. The District shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds, the District shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of Bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds).

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;

- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the District discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirements

The District shall be responsible for maintaining the following documents for the term of the Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the Bonds, including any elections made by the District in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Bond proceeds and evidence as to the amount and date for each draw-down of Bond proceeds, as well as documents relating to costs paid or reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;
- a copy of all contracts and arrangements involving the use of Bond-financed or refinanced assets;
- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to the Bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

EXHIBIT B

DISCLOSURE POLICIES AND PROCEDURES

Purpose of Disclosure Policies and Procedures

The issuance and sale of certain municipal bonds, notes, certificates of participation or other obligations (collectively, “**Obligations**”) are subject to certain federal and state securities laws, including Rule 15c2-12 (the “**Rule**”) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). The Rule requires that an underwriter, prior to purchasing or selling an issue of Obligations in a principal amount of \$1,000,000 or more, obtain a written agreement from the issuer of such Obligations to provide certain financial information or operating data on an annual basis and notices of the occurrence of certain enumerated events with the Municipal Securities Rulemaking Board (“**MSRB**”) using the MSRB’s Electronic Municipal Market Access system (“**EMMA**”).

Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “**District**”) has previously issued or may in the future issue Obligations subject to the Rule, and in connection with such issuances the District has entered and/or will enter into one or more Continuing Disclosure Certificates or Continuing Disclosure Agreements (collectively, the “**Undertakings**”) in accordance with the Rule. Pursuant to such Undertakings, the District has covenanted or will covenant to comply with the Rule by timely making the required filings. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule.

Designation of District Representative; Maintenance of List and Files

The “**District Representative**” for the District shall be the District’s Superintendent of Schools and any alternate or assistant as such Superintendent shall appoint. The District Representative is directed to employ the policies and procedures described herein. The District Representative shall be knowledgeable and familiar with the provisions of each Undertaking as to the type, format and content of the financial information or operating data to be included in each Annual Report required to be made thereunder, the instances in which notice of the occurrence of certain events must be given, and the timing requirements for the filing thereof. The District and the District Representative recognize and acknowledge that the terms, requirements and filing deadlines may vary by Undertaking.

The District Representative shall maintain a current list for each fiscal year identifying each issue of Obligations of the District outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue and the dates by which the Annual Reports are required to be submitted to the MSRB using EMMA, such list to be accompanied by copies of the related Undertakings.

Dissemination Agents

The District and the District Representative may utilize the services of a financial institution or other provider to act as dissemination agent (each, a “**Dissemination Agent**”) in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent in accordance with the terms of the applicable Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Undertaking and with the procedures for making the filings required under such Undertaking with the MSRB using the EMMA system. The District Representative shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Undertakings.

Annual Financial Filings

The District Representative will review the Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the District's Audited Financial Statements and certain other financial information or operating data with respect to the District, if applicable (the "**Annual Report**")) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. If the filing requirements of two or more Undertakings are identical, the Issuer Representative may file identical Annual Reports with respect to each issue of the Issuer's Obligations. If two or more Undertakings have different filing requirements, the Issuer Representative may file a separate Annual Report with respect to the applicable Undertaking or may file a single, comprehensive Annual Report with respect to all of such Undertakings. The District Representative shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Undertaking, if applicable.

The District Representative shall timely initiate the process of preparing the financial information or operating data required to be submitted under each Undertaking as part of the Annual Report. The District Representative shall assemble the information as soon as it becomes available and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

The District Representative will timely file the Annual Report, or will cause the Dissemination Agent to file the Annual Report, with the MSRB using the EMMA system. If the Audited Financial Statements are not then available by the filing deadline of a particular Undertaking, unaudited financial information may be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

Listed Event Filings

The District Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The District Representative will monitor the Obligations and the District's operations for occurrences of any such events and will actively evaluate whether an event may be a listed event as set forth in the District's outstanding Undertakings. After obtaining actual knowledge of such an event, the District Representative will promptly contact the District's bond counsel and the Dissemination Agent, if any, to determine whether the District must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the District must file such notice, the District Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the District's bond counsel may otherwise direct.

Reports of District Representative; Record Retention

The District Representative shall provide to the District's Board of Education, any Dissemination Agent and the underwriter each issue of Obligations, confirmation from EMMA received upon the filing of each Annual Report and any other filings made with the MSRB using the EMMA system promptly upon receipt of each such confirmation.

The District Representative shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all

filings for each issue of Obligations outstanding during each fiscal year. Such records shall be kept for at least 5 years after the respective issue of Obligations is no longer outstanding.

Familiarity with EMMA Submission Process

The District Representative shall register with EMMA and review the on-line process of filing with EMMA located at www.emma.msrb.org in order to submit the required information. The MSRB Market Information Department can also be contacted at 703.797.6668. A tutorial is available at the website and a practice submission is available as well. The District Representative also shall enroll the District in EMMA's reminder system to ensure timely performance of its responsibilities and obligations.

Notwithstanding the foregoing, if the District has retained a Dissemination Agent to assist with making the filings required by the District's Undertakings and to remind the District of its filing deadlines, the District Representative need not register with EMMA or enroll in EMMA's reminder system.

Training

To ensure adequate resources to comply with the Rule, the District Representative shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the EMMA submission process and an understanding of the timing requirements necessary for full compliance. The retention by the District of a Dissemination Agent to assist it with compliance under its Undertakings and the Rule may be deemed part of such training process.

Review of Offering Document in Connection with Primary Offerings

In connection with a new issue of Obligations, the District Representative, together with such District officials as the District Representative deems appropriate, shall promptly review upon receipt the offering document by which such Obligations shall be offered and sold. For any issue of Obligations subject to the Rule, prior to the distribution of the related offering document the District shall deem the information concerning the District in such offering document as accurate and complete in all material respects (except for such information as permitted to be omitted by the Rule) as of the date of such offering document. The District shall confirm prior to the final pricing of the Obligations that the information concerning the District in the offering document does not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

WEeping WATER PUBLIC SCHOOLS

**204 WEST O STREET, PO BOX 206
WEeping WATER NE 68463
PHONE: 402-267-2445 FAX: 402-267-5217**

MUSIC IN OUR SCHOOLS PROCLAMATION

WHEREAS, the study of music contributes to young people's development through heightened skills in listening, reading, self-expression, and creativity; and

WHEREAS, music education in the schools includes a broad range of types of music and active musical experiences; and

WHEREAS, music and the other arts significantly enhance the morale and quality of the school environment; and

WHEREAS, it is the stated objective of the public school to prepare children for a productive role in our society; and

WHEREAS, the National Association for Music Education has designated March as Music In Our Schools Month, focusing on the theme ; now,

THEREFORE, be it resolved, that the Board of Education of Weeping Water Public Schools proclaims March as Music In Our Schools Month as an opportunity to support the purposes and practices of music education and encourages teachers, parents, students, and all citizens to participate.

The Board of Education of the Weeping Water Public School District, for its own part, rededicates itself to the maintenance of a music education program that will be relevant to the needs of the children placed in its care and will reach and positively influence each child.

Adam DeMike, President

Kevin Reiman, Superintendent



Weeping Water Public Schools

2022-2023

School Year Calendar



13 T S 10

August 2022

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

21 S 20

September 2022

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

20 T S 19

October 2022

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

19 T S 18

November 2022

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

15 T S 15

December 2022

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

20 T S 18

January 2023

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20 T S 19

February 2023

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

21 T S 20

March 2023

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

18 T S 18

April 2023

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

18 T S 18





May 2023

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	



-  1:30 pm Early Dismissal / Afternoon Teacher Inservice
-  School Closed
-  School Closed / All Day Teacher Inservice
-  First/Last Day of Classes / 11:30 Dismissal

First day - 8/18/2021 / Last Day - 5/24/2022

August 8 - Start of Fall Practice

August TBD - New Teacher Inservice Day

August 15 - First Teacher Inservice Day

August 18 - First Student Day

Sept. 5 - Labor Day

Sept. 12 - All Day Teacher Inservice

Oct. 14 - 1:30 dismissal / Teacher Inservice

Oct. 27 - PT Conferences

Oct. 28 - Fall Break

Nov. 4 - All Day Teacher Inservice

Nov. 23, 24, & 25 - Thanksgiving Break

Dec. 21 - 1:30 dismissal

Dec. 22 thru Jan. 3 - Holiday Break

Jan. 4 - All Day Teacher Inservice

Jan. 13 - 1:30 dismissal / WWHS WR Invite

Jan. 23 - All Day Teacher Inservice

Feb. 13 - All Day Teacher Inservice

Feb. 24 - 1:30 dismissal / WWMS WR Invite

March 9 & 10 - Spring Break

March 13 - All Day Teacher Inservice

April 7 thru 10 - Easter Break

TBD - Senior's last day

May 13 - Graduation

May 24 - Last day of school for students & staff

1st Quarter ends October 14	1Qu	40	44
2nd Quarter/1st Semester ends December 21	2Qu	42 S1	82
3rd Quarter ends March 8	3Qu	43	46
4th Quarter/2nd Semester ends May 24	4Qu	50 S2	93
		<u>175</u>	<u>185</u>



Chromebooks and Laptops

Quote #CA066386 v3

Prepared For:

Weeping Water Public Schools

Main
Charles Cover
204 West O Street

Weeping Water, NE 68463

P: (402) 699-3784

E: ccover@weepingwaterps.org

Prepared by:

Riverside Technologies, Inc.

Courtney Albrecht
748 N 109th Court
Omaha, NE 68154

P: 866.804.4388

E: courtneya@rti.com


Date Issued:


02.11.2022

Expires:

03.11.2022

Contract:

Chromebooks		Price	Qty	Ext. Price
RTI-1A762UT	HP Chromebook 11 G8 EE with console	\$270.00	150	\$40,500.00
1A762UT#ABA	HP Chromebook 11 G8 EE 11.6" Chromebook - HD - 1366 x 768 - Intel Celeron N4020 Dual-core (2 Core) 1.10 GHz - 4 GB RAM - 32 GB Flash Memory - Chrome OS - Intel UHD Graphics 600 - English Keyboard - 13.50 Hour Battery Run Time - IEEE 802.11a/b/g/n/ac Wirel		150	
				
RTSWR-T0023	Google Management Console		150	
			Subtotal:	\$40,500.00

Laptops		Price	Qty	Ext. Price
3N8W9UT#ABA	HP ProBook x360 11 G7 EE 11.6" Touchscreen Convertible 2 in 1 Notebook - HD - 1366 x 768 - Intel Pentium Silver N6000 Quad-core (4 Core) - 4 GB RAM - 128 GB SSD - Intel Chip - Windows 10 Pro - Intel UHD Graphics - 11.50 Hour Battery Run Time	\$515.00	70	\$36,050.00
U23JTE	HP Care Pack Hardware Support - 4 Year Extended Warranty - Warranty - 9 x 5 Next Business Day - On-site - Maintenance - Parts & Labor	\$99.00	70	\$6,930.00
4X3Z1UT#ABA	HP ProBook x360 11 G5 EE 11.6" Touchscreen Rugged Convertible 2 in 1 Notebook - HD - 1366 x 768 - Intel Pentium Silver N5030 Quad-core (4 Core) 1.10 GHz - 8 GB RAM - 128 GB SSD - Chalkboard Gray - Intel Chip - Windows 10 Home - Intel UHD Graphics 605 - Br	\$585.00	70	\$40,950.00
				
UK716E	HP Care Pack Hardware Support - 4 Year - Service - 9 x 5 Next Business Day - On-site - Maintenance - Parts & Labor - Electronic and Physical	\$155.00	70	\$10,850.00
			Subtotal:	\$94,780.00

Quote Summary	Amount
Chromebooks	\$40,500.00
Laptops	\$94,780.00
Total:	\$135,280.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**WEeping WATER PUBLIC SCHOOLS
MASTER AGREEMENT
2022-2023**

The Weeping Water Board of Education and the teaching staff recognize that the development of a quality educational program for the children attending the public schools of District #22 is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The public officials and the teaching staff enter into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community.

ARTICLE I

The Board recognizes the Weeping Water Education Association as the exclusive collective bargaining unit for the certificated teaching staff for the period of this Agreement.

ARTICLE II

1. **Salary Schedule** - base pay is set at ~~\$37,550~~ \$38,250 for the 2022-23 school year.
 - a. The salary of each teacher covered by this Agreement is set forth in the Schedule attached hereto and made a part hereof. Such Salary Schedule shall remain in effect during the designated periods. Placement on vertical steps (experience) on the salary schedule for first time certificated will be at the discretion of the administration, with approval of the Board of Education.
 - b. Unless a teacher has misrepresented his or her qualifications, initial placement on the Salary Schedule by the School Board will be final. Subsequent movement on the Salary Schedule shall be computed, using those college hours accepted by the superintendent at the time of initial placement as the basis for future movement. Hours earned beyond the Bachelors' Degree must be graduate hours. The only exceptions are undergraduate hours approved in advance by the superintendent because an additional endorsement would benefit the district.
 - c. Movement horizontally beyond the salary lane BA+36/MA requires graduate level courses earned ***after the date the master's degree was earned***. Exceptions to the requirement for graduate level courses can be applied for through the administration.
 - d. Movements between columns are predicated on multiples of 9 hours of approved graduate credit. A transcript indicating successful completion of all college hours must be submitted ***prior to September 1*** of each school year to qualify for credit on the Salary Schedule. Movement within the salary schedule is limited to a maximum of ***two columns over and maximum of one step down within a one- year period*** (given that the required college hours are completed to move over 2 columns at once).
 - e. The highest salary in each column is computed as a multiple of the base salary using the following multiples:

BA	1.24	BA+36/MA	1.64
BA+9	1.28	MA+9	1.72
BA+18	1.40	MA+18	1.76
BA+27	1.52	MA+27	1.84

2. Extra-Curricular

Standard duties-sponsorship of activities may be assigned at a percent of the Salary Schedule base as listed on attached page.

Remuneration to teachers for sales at extra-curricular activities.

- A written policy concerning sales procedures, use of passes, and specific duties shall be provided by the Athletic Director to each faculty member.
- Assignment of staff for ticket sales at extra-curricular activities shall be the amount of nights needed, distributed equitably, not to exceed five nights per year, only if enough staff members do not volunteer to cover the events.
- Remuneration to staff for assignments at extra-curricular activities, i.e. timekeepers, scorers, line judges, ticket-sellers shall also be at minimum wage.

3. Payment of Salary

Salary payments shall be made in twelve equal installments with the first and ensuing payment dates specified in the individual teacher's contract.

Payroll checks shall be issued on the 20th day of each month. If the 20th falls on a weekend (Saturday or Sunday) teachers shall receive their checks on the preceding Friday.

4. Retirement

Compliance with Federal and State Laws concerning retirement shall be followed in the case of all employees.

5. Substituting for Classroom Teacher

The secondary staff shall receive ~~1/8th~~ 15% of the daily substitute pay for substituting during their planning period.

The elementary staff shall receive ~~1/14th~~ 8% of the daily substitute pay for keeping their students during a 30-minute PE, Computer, Art, Music, or Library periods, 1/8th of the daily substitute pay for keeping their students during a 50-minute PE, Computer, Art, Music, or Library periods

Elementary teachers will be compensated by ~~\$60.00/\$30.00~~ \$70.00/\$35.00 dollars a day or half day when classes are combined due to lack of a substitute being hired.

ARTICLE III

1. Leave: Cumulative and Non-Cumulative

- a. All certificated staff shall be granted ten (10) days Leave-of-Absence (LOA) per year. A maximum of forty-five (45) LOA days can be accumulated. Accumulated LOA days may only be used for reasons relating to an employee or employees' immediate family, birth/adoption of child, illness, accident, or other family emergency.
- b. All days used as leave-of-absence require notification of the administration. In cases of illness, bereavement, and other emergencies, this notification must be as soon as possible.

In all other cases, notification must be given at least three days prior to the day(s) leave is to be taken.

- c. Only days used as leave-of-absence in excess of cumulative limits are subject to approval of administration, except for cases when more employees request leave than there are substitutes available.
- d. Leave used to extend vacation time for any reasons other than personal or family illness or medical reasons, or for bereavement, shall require payment by the staff member for substitute pay for staff members that were required to be on duty, regardless of whether a substitute was actually employed.

2. Leave in Excess of Accumulated Leave

- a. In the event that leave-of-absence exceeds cumulative leave days; salary may be deducted at a rate of one day/total number of contract days (as set by the administration) for each full day in excess of the LOA day accumulation limit.

3. Remuneration of Non-Accumulative Unused Leave

- a. Any staff member having accumulated the maximum of 45 days of unused leave shall receive remuneration of \$45 per day for all current unused leave of their 10-day annual allotment. Payment to individual staff members will be made after July 1^o, and prior to July 21* of each year.
- b. Staff leaving the district, with a minimum of 15 continuous years of service in the district, will receive \$25 per day up to the maximum accumulated number of sick days allowed under the negotiated agreement. Payment will be made in the last payroll check following such resignation/retirement.

4. Leave Record Information

- a. Individual records of accumulated leave shall be kept in forms provided in the Superintendent's office. Each teacher is responsible for information required to properly maintain these records and shall verify their accuracy at least once a year. Employees' cumulative sick leave shall be credited with any unused portion as of July 20" of each school year.

ARTICLE IV

1. Duties of Employees

All school personnel are expected to be on duty for the hours as stated in the personnel handbook for the current year or through written agreement with the Administration and/or Board of Education.

2. Responsibilities of Employees

Teachers shall be on duty at their regularly assigned responsibilities each school day unless otherwise excused. In addition, teachers may be assigned responsibilities at other hours by the Superintendent or Principals for supervising or directing school activities at or away from school on as equitable a basis as possible.

ARTICLE V

1. Health and Accident Insurance

- a. During the first year of employment and all years thereafter, the District will provide the full single premium or the full family premium (and family dental coverage) for all full-time teachers who elect to receive the health and dental insurance coverage. The plan shall be the EHA ~~\$1050~~ \$1200 deductible/~~\$3500~~ \$3800 deductible HSA Dual Choice Option / Dental PPO - 100% A, 75% B, 50 C Coverage - Option 2 for the 2022-23 school years.
- b. The period of district contribution to the above plans shall be for twelve (12) months each year the teacher is employed, beginning with the September pay period and ending with the August pay period.

2. Long-Term Disability

The District will provide long-term disability benefits for full-time employees who have been employed by the district for at least 30 calendar days. This plan will provide a monthly benefit of 66.67% of the employee's monthly gross salary and health insurance premiums to a maximum of \$160,000/\$13,333 monthly. This monthly benefit will be coordinated with other benefits the employee may be eligible to receive. The benefit will begin on the 30-calendar day following the date of disability approval.

ARTICLE VI

Definition-A grievance is a claim based upon an event or condition that affects the welfare and/or terms and conditions of employment of a certified staff member, or group of certified staff members and/or the interpretations, meaning or application of any of the policies, rules, or regulation of the school district.

Step 1

The grievance shall be presented orally by the employee to his immediate supervisor.

Step 2

If a satisfactory adjustment of such grievance shall not be reached with three (3) school days thereafter, it may be presented in writing to the immediate supervisor of the grievant who will, within five (5) days thereafter, present a decision in writing to the grievance.

Step 3

If a satisfactory adjustment of such grievance shall not thereby be reached, it may be presented in writing to the Superintendent of Schools or his designated representative who will, within five (5) school days thereafter, present a decision thereon in writing to the grievant.

Step 4

If a satisfactory adjustment of said grievance is not thereby reached, it may be presented in writing to the Board of Education who will hear the grievance within thirty (30) days and will present a written decision to the grievant with ten (10) days following the hearing.

ARTICLE VII

1. NONDISCRIMINATION

The Board and Association shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color, religion, sex, disability, or national origin.

2. SAFETY COMMITTEE

The Superintendent may appoint members of the staff to serve on the safety committee as appropriate and as required by law.

3. JOINT PREPARATION AND CONSTRUCTION

This Negotiated Agreement is the product of a collectively bargained negotiation, and all parties have cooperated in the drafting and preparation of the Agreement. Thus, this Negotiated Agreement should not be construed for or against any party.

4. MANAGEMENT RIGHTS

Anything herein to the contrary notwithstanding, the Board, except as is expressly provided in this Agreement, reserves exclusively unto itself all the rights, powers, discretion, authorities, and prerogatives vested in it, whether exercised or not; and nothing herein shall be construed in any manner as constituting a delegation or waiver of any rights, powers, discretion, authority or prerogative so vested in the Board its designees.

5. WAIVER OF BARGAINING RIGHTS AND AMENDMENT TO AGREEMENT

During the negotiations resulting in this Agreement, the District and the Association each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which any state or federal law imposes an obligation to bargain, including but not necessarily limited to, the Industrial Relations Act (NEB. REV. STAT. §§ 48-801 through 48-839). Except as specifically set forth elsewhere in this Agreement, the District expressly waives its right to require the Association to negotiate, and the Association expressly waives its right to require the District to negotiate over all matter as to which state or federal law imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the District and the Association during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the District or the Association at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and agreement of the District and the Association, after the exercise of the right and opportunity referred to in the first sentence of this section, and finally determines all matters of collective bargaining for its terms. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the District and the Association.

6. ARTICLE VIII DOCUMENT AUTHORIZATION

The terms of this Negotiated Agreement shall remain in full force and effect from year to year until they are superseded by an agreement of the parties or by an order of the Commission of Industrial Relations.

Weeping Water Education Association

By _____
Chief Negotiator

Date _____

Board of Education, School District #22

By _____
President, Board of Education

Date _____

Weeping Water Public Schools Extra Duty Salary Schedule 2022/23

EXTRA-DUTY 2022/23

Base ~~\$37,550~~ **\$38,250**

Activities Director	20%	22%	22%
	(1 - 2 YRS)	(3 - 4 YRS)	(5 - 6 YRS)
COACHING & SPONSORS			
Head Football	13%	14%	15%
Head Volleyball	13%	14%	15%
Head Cross County	7%	8%	9%
Head Boys Basketball	13%	14%	15%
Head Girls Basketball	13%	14%	15%
Head Wrestling	13%	14%	15%
Head Track	13%	14%	15%
Head Softball (no co-op)	13%	14%	15%
Co-Head Softball Coach (co-op situation)	9%	10%	11%
Head Cheerleading	7%	8%	9%
add 2% if the sponsor has stunting certification			
add 2% if the team <u>prepares</u> and attends the State			
Assistant Football	8%	9%	10%
Assistant Volleyball	8%	9%	10%
Assistant Cross County	3%	4%	5%
Assistant Boys Basketball	8%	9%	10%
Assistant Girls Basketball	8%	9%	10%
Assistant Wrestling	8%	9%	10%
Assistant Track *(Also assist with JH Track)	7%	8%	9%
Assistant Softball (no co-op)	8%	9%	10%
Assistant Softball (co-op situation - *if needed)	6%	7%	8%
Head J.H. Football	4%	5%	6%
Head J.H. Volleyball	4%	5%	6%
Head J.H. Boys Basketball	4%	5%	6%
Head J.H. Girls Basketball	4%	5%	6%
Head J.H. Wrestling	4%	5%	6%
Assistant J.H. Football	3%	4%	5%
Assistant J.H. Volleyball	3%	4%	5%
Assistant J.H. Boys Basketball	3%	4%	5%
Assistant J.H. Girls Basketball	3%	4%	5%
Assistant J.H. Wrestling* If Needed	3%	4%	5%
Instrumental Music	8%	9%	10%
Vocal Music	8%	9%	10%
Musical Play/All School Play	4%	5%	6%
Assistant Musical Play/All School Play / Musical Theatrical Asst.	2%	3%	4%
Concessions Sponsor	6%	7%	8%
Concessions Assistant	3%		
Speech Sponsor	5%	6%	7%
Drama Sponsor	5%	6%	7%
Annual Sponsor	4%	5%	6%
Senior Class Sponsor	3%	3.5%	4%
Junior Class Sponsor	4%	4.5%	5%
Sophomore Class Sponsor	0.5%		
Freshman Class Sponsor	0.5%		
FBLA Sponsor	4%	5%	6%
FCCLA / HOSA Sponsor	4%	5%	6%

Student Council Sponsor	2%	3%	4%
Nat'l Honor Society Co-Sponsors	1%	2%	3%
Mock Trial Sponsor*	3%	4%	5%
Computer Coordinator	3%	4%	5%
Elementary S.A.T.	3%	4%	5%
High School S.A.T.	1%	2%	3%
Skills U.S.A. / FFA Sponsor	5%	6%	7%
Weight Room Sponsors= \$15 per session for 7 sessions a week, for 10 weeks.			

Committee assignments (non leadership role) = \$50 per committee per year
 Committee assignment (leadership role) = \$100 per committee per year

*To be assigned ONLY when needed.

February 4, 2022

Dear Mr. Reiman & Weeping Water Public Schools' Board of Education,

It has been an honor and privilege to have earned your trust and support as Weeping Water Public Schools' Secondary Principal these past three years. It is bittersweet, therefore, to submit this letter of resignation, effective at the conclusion of the 2021-2022 school year in order to accept a professional growth opportunity to serve as Superintendent of Tri County Public Schools. Weeping Water Public Schools will forever hold a special place in my heart both personally and professionally. With roots in Cass County, Weeping Water has always been an extension of where I call "home". I look forward to the new opportunities that may exist for further collaboration down the road.

Sincerely,

A handwritten signature in black ink, appearing to read "Tiffanie Welte". The signature is fluid and cursive, with a large loop at the end.

Tiffanie Welte

PRINCIPAL'S CONTRACT OF EMPLOYMENT WEeping WATER PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Weeping Water Public Schools**, legally known as **Cass County School District No. 13-0022**, and referred to as "the Board" and "the School District" respectively, and **Michelle Heath**, referred to herein as "the Principal". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Principal, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Principal shall be employed for a period of 1 year(s) beginning on August 1, 2022, and expiring on June 30, 2023. References to "contract year" shall mean the period from August 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

Section 2. Renewal of Contract. Unless the Superintendent recommends the nonrenewal, termination, amendment, and/or cancellation of this contract, the contract will automatically renew for a period of **one contract year**, as defined in Section 1, from and after the expiration date provided in Section 1 of this contract.

Section 3. Salary. The Principal's salary for the contract year shall be \$81,000 which shall be paid in 12 equal monthly installments beginning in the month of August 2022. The Board shall not reduce the Principal's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or the value of property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Principal and Board may agree.

Section 5. Professional Status. The Principal affirms that she is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, Principal will hold a valid and appropriate certificate to act as a principal in the State of Nebraska which he or she will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Principal for any service performed prior to the date that he or she registers her certificate. The Principal represents that: (1) all information she provided in connection with his or her application for employment with the District was true and accurate at the time of application, and if there is or has been a

material change in such information, he or she will advise the Board immediately; (2) he or she has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he or she has not had any professional licenses or certificates suspended or revoked.

Section 6. Principal's Duties. The Principal's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Principal agrees to devote his or her time, skill, labor and attention to his or her duties throughout the contract term. The Principal shall be subject to the direction and control of the Superintendent at all times and shall perform such administrative duties as the Superintendent or Board assigns. By agreement with the Superintendent, the Principal may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his or her duties and obligations to the school district.

Section 7. Nonrenewal, Termination, Cancellation or Mid-Term Amendment. Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may nonrenew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Principal's continued performance of his or her duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician.

Section 8. Disability. If the Principal is unable to perform his or her duties by reason of illness, accident or other disability beyond his or her control, and the disability continues for a period of more than thirty (30) days or if the disability is permanent, irreparable, or of such a nature as to make performance of her duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties

and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Principal under any insurance coverage furnished by the district.

Section 9. Transportation. The Board shall provide the Principal with transportation or reimburse him or her for mileage required in the performance of his or her official duties at the rate approved by the Board.

Section 10. Fringe Benefits. The Board shall provide the Principal with the following fringe benefits:

- a. Health Insurance.** Health insurance for which the Principal qualifies that is provided to certificated staff through the District's health insurance carrier.
- b. Dental Insurance.** Dental insurance for which the Principal qualifies that is available to certificated staff through the District's health insurance carrier.
- c. Leave:**

Cumulative and Non-Cumulative

- a. The Principal shall be granted ten (10) days Leave-of- Absence (LOA) per year. A maximum of forty-five (45) LOA days can be accumulated. Accumulated LOA days may only be used for reasons relating to an employee or employees' immediate family, birth/adoption of child, illness, accident, or other family emergency.
- b. All days used as leave-of-absence require notification of the superintendent. In cases of illness, bereavement, and other emergencies, this notification must be as soon as possible.

Leave in Excess of Accumulated Leave

In the event that leave-of-absence exceeds cumulative leave days; salary may be deducted at a rate of one day/total number of contract days (as set by the administration) for each full day in excess of the LOA day accumulation limit.

Remuneration of Non-Accumulative Unused Leave

- a. The principal having accumulated the maximum of 45 days of unused leave shall receive remuneration of \$45 per day for all current unused leave of their 10-day annual allotment. Payment to individual staff members will be made after July 1st, and prior to July 21st of each year.
- b. The principal leaving the district, with a minimum of 15 continuous years of service in the district, will receive \$25 per day up to the maximum accumulated number of sick days allowed in this agreement.

Payment will be made in the last payroll check following such resignation/retirement.

Leave Record Information

Individual records of accumulated leave shall be kept in forms provided in the Superintendent's office. Each teacher is responsible for information required to properly maintain these records and shall verify their accuracy at least once a year. Employees' cumulative sick leave shall be credited with any unused portion as of July 20" of each school year.

- d. Disability Insurance.** The Principal shall purchase long-term disability insurance from the school district's carrier at his or her own expense. The Board will increase her salary by the amount of the premium cost.
- e. Professional Development.** The Principal is expected to continue his or her professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he or she may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Principal attends a national convention and does not return following the initial year of employment as Principal, the Principal agrees to repay the District in full for national convention expenses paid by the District.
- f. Professional Dues.** The school district will pay the annual dues for the Principal's membership in the following organizations: Nebraska Council of School Administrators, Nebraska State Association of Secondary School Principals, and any other related professional organizations as approved by the superintendent.
- g. Physical Examination.** The Principal may voluntarily undergo a physical examination. The Principal agrees that he or she will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$100 of the cost of such physical examination and physician's reports which are not paid for by the Principal's insurance coverage shall be paid by the District.
- h. Cell Phone.** The Principal shall be required to purchase and maintain a cellular phone so that he or she can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Principal up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.
- i. Expense Reimbursement.** The Board shall pay or reimburse the Principal for expenses that are actually, necessarily, and reasonably

incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Principal shall secure the prior approval of the Superintendent before incurring any such expense when the anticipated aggregate expense of any single event is \$250.00 or more.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Principal from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Principal shall refund any portion of the salary he or she was paid but had not earned prior to the date of termination of this contract. The shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 14. Evaluation. The Superintendent shall evaluate the Principal as required by state statute. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

Section 15. Legal Actions. The Board will support the Principal if there is a legal dispute caused by him or her carrying out his or her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his or her performance of his or her duties or his or her position as Principal of the district, the Board will provide him or her with a legal defense to the maximum extent permitted by law so long as he or she acted in good faith and in a manner which he or she reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

Section 16. Physical or Mental Examination. The Principal agrees that, at the request of the Board or Superintendent, he or she will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or

Superintendent must address whether the Principal is able to perform the "essential functions" of his or her position.

Section 17. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

Section 18. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board.

Section 19. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this ____ day of _____, 20__.

President, Board of Education

Secretary, Board of Education

Executed by the Principal this ____ day of _____, 20__.

Principal

PRINCIPAL'S CONTRACT OF EMPLOYMENT WEEPING WATER PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Weeping Water Public Schools**, legally known as **Cass County School District No. 13-0022**, and referred to as "the Board" and "the School District" respectively, and **Bristol Wenzl**, referred to herein as "the Principal". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Principal, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract

The Principal shall be employed for 1 year beginning on July 1, 2022, and expiring on June 30, 2023. During this and any subsequent year under this contract, the Principal shall render at least 220 working days of service in the performance of her duties as Principal. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Principal actually and necessarily completes her contractual duties. The Principal agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Principal shall keep complete and accurate records of his or her working days and shall provide the Superintendent with a report of his or her accumulated working days at least quarterly.

Section 2. Renewal of Contract. Unless the Superintendent recommends the nonrenewal, termination, amendment, and/or cancellation of this contract, the contract will automatically renew for a period of **one contract year**, as defined in Section 1, from and after the expiration date provided in Section 1 of this contract.

Section 3. Salary. The Principal's salary for the contract year shall be \$103,000.00 which shall be paid in 12 equal monthly installments beginning in the month of August 2022. The Board shall not reduce the Principal's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or the value of property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Principal and Board may agree.

Section 5. Professional Status. The Principal affirms that she is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, Principal will hold a valid and appropriate

certificate to act as a principal in the State of Nebraska which he or she will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Principal for any service performed prior to the date that he or she registers her certificate. The Principal represents that: (1) all information she provided in connection with his or her application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he or she will advise the Board immediately; (2) he or she has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he or she has not had any professional licenses or certificates suspended or revoked.

Section 6. Principal's Duties. The Principal's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Principal agrees to devote his or her time, skill, labor and attention to his or her duties throughout the contract term. The Principal shall be subject to the direction and control of the Superintendent at all times and shall perform such administrative duties as the Superintendent or Board assigns. By agreement with the Superintendent, the Principal may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his or her duties and obligations to the school district.

Section 7. Nonrenewal, Termination, Cancellation or Mid-Term Amendment. Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may nonrenew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Principal's continued performance of his or her duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician.

Section 8. Disability. If the Principal is unable to perform his or her duties by reason of illness, accident or other disability beyond his or her control, and the disability continues for a period of more than thirty (30) days or if the disability is permanent, irreparable, or of such a nature as to make performance of her duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Principal under any insurance coverage furnished by the district.

Section 9. Transportation. The Board shall provide the Principal with transportation or reimburse him or her for mileage required in the performance of his or her official duties at the rate approved by the Board.

Section 10. Fringe Benefits. The Board shall provide the Principal with the following fringe benefits:

- a. Health Insurance.** Family health insurance that is provided to certificated staff through the District's health insurance carrier.
- b. Dental Insurance.** Family dental insurance that is available to certificated staff through the District's health insurance carrier.
- c. HSA.** Contribute to the principal's Health Saving Account. The amount will be determined by subtracting the amount required by the District's health insurance provider from the maximum allowed under federal law. This amount is payable no later than January 20th of the contract year.
- d. Disability Insurance.** The Principal shall purchase long-term disability insurance from the school district's carrier at his or her own expense. The Board will increase her salary by the amount of the premium cost.
- e. Professional Development.** The Principal is expected to continue his or her professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he or she may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Principal attends a national convention and does not return following the initial year of employment as Principal, the Principal agrees to repay the District in full for national convention expenses paid by the District.
- f. Professional Dues.** The school district will pay the annual dues for the Principal's membership in the following organizations: Nebraska Council of School Administrators, Nebraska Association of Elementary School Principals, and any other related professional organizations as approved by the superintendent.

- g. Physical Examination.** The Principal may voluntarily undergo a physical examination. The Principal agrees that he or she will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$100 of the cost of such physical examination and physician's reports which are not paid for by the Principal's insurance coverage shall be paid by the District.
- h. Cell Phone.** The Principal shall be required to purchase and maintain a cellular phone so that he or she can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Principal up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.
- i. Expense Reimbursement.** The Board shall pay or reimburse the Principal for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Principal shall secure the prior approval of the Superintendent before incurring any such expense when the anticipated aggregate expense of any single event is \$250.00 or more.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Principal from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Principal shall refund any portion of the salary he or she was paid but had not earned prior to the date of termination of this contract. The shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 14. Evaluation. The Superintendent shall evaluate the Principal as required by state statute. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

Section 15. Legal Actions. The Board will support the Principal if there is a legal dispute caused by him or her carrying out his or her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his or her performance of his or her duties or his or her position as Principal of the district, the Board will provide him or her with a legal defense to the maximum extent permitted by law so long as he or she acted in good faith and in a manner which he or she reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

Section 16. Physical or Mental Examination. The Principal agrees that, at the request of the Board or Superintendent, he or she will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or Superintendent must address whether the Principal is able to perform the "essential functions" of his or her position.

Section 17. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

Section 18. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board.

Section 19. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this ____ day of _____, 20__.

President, Board of Education

Secretary, Board of Education

Executed by the Principal this ____ day of _____, 20__.

Principal

DIRECTOR'S CONTRACT OF EMPLOYMENT WEEPING WATER PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Weeping Water Public Schools**, legally known as **Cass County School District No. 13-0022**, and referred to as "the Board" and "the School District" respectively, and **Amy Kroll**, referred to herein as "the Director". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Director, and the Director agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract

The Director shall be employed for 1 year beginning on July 1, 2022, and expiring on June 30, 2023. During this and any subsequent year under this contract, the Director shall render at least 220 working days of service in the performance of her duties as Director. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Director actually and necessarily completes her contractual duties. The Director agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Director shall keep complete and accurate records of his or her working days and shall provide the Superintendent with a report of his or her accumulated working days at least quarterly.

Section 2. Renewal of Contract. Unless the Superintendent recommends the nonrenewal, termination, amendment, and/or cancellation of this contract, the contract will automatically renew for a period of **one contract year**, as defined in Section 1, from and after the expiration date provided in Section 1 of this contract.

Section 3. Salary. The Director's salary for the contract year shall be \$95,000.00 which shall be paid in 12 equal monthly installments beginning in the month of August 2022. The Board shall not reduce the Director's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Director authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Director or the value of property or money entrusted to the Director or owed by the Director to the District during the course of or as a result of the Director's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Director and Board may agree.

Section 5. Professional Status. The Director affirms that she is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, Director will hold a valid and appropriate

certificate to act as a Director in the State of Nebraska which he or she will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Director for any service performed prior to the date that he or she registers her certificate. The Director represents that: (1) all information she provided in connection with his or her application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he or she will advise the Board immediately; (2) he or she has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he or she has not had any professional licenses or certificates suspended or revoked.

Section 6. Director's Duties. The Director's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Director agrees to devote his or her time, skill, labor and attention to his or her duties throughout the contract term. The Director shall be subject to the direction and control of the Superintendent at all times and shall perform such administrative duties as the Superintendent or Board assigns. By agreement with the Superintendent, the Director may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his or her duties and obligations to the school district.

Section 7. Nonrenewal, Termination, Cancellation or Mid-Term Amendment. Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may nonrenew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Director's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Director's continued performance of his or her duties; (m) any arrest, criminal charge, or criminal conviction of Director or the failure to report the same; (n) any filing against the Director under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician.

Section 8. Disability. If the Director is unable to perform his or her duties by reason of illness, accident or other disability beyond his or her control, and the disability continues for a period of more than thirty (30) days or if the disability is permanent, irreparable, or of such a nature as to make performance of her duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Director under any insurance coverage furnished by the district.

Section 9. Transportation. The Board shall provide the Director with transportation or reimburse him or her for mileage required in the performance of his or her official duties at the rate approved by the Board.

Section 10. Fringe Benefits. The Board shall provide the Director with the following fringe benefits:

- a. Health Insurance.** Family health insurance that is provided to certificated staff through the District's health insurance carrier.
- b. Dental Insurance.** Family dental insurance that is available to certificated staff through the District's health insurance carrier.
- c. HSA.** Contribute the to the Director's Health Saving Account. The amount will be determined by subtracting the amount required by the District's health insurance provider from the maximum allowed under federal law. This amount is payable no later than January 20th of the contract year.
- d. Disability Insurance.** The Director shall purchase long-term disability insurance from the school district's carrier at his or her own expense. The Board will increase her salary by the amount of the premium cost.
- e. Professional Development.** The Director is expected to continue his or her professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he or she may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Director attends a national convention and does not return following the initial year of employment as Director, the Director agrees to repay the District in full for national convention expenses paid by the District.
- f. Professional Dues.** The school district will pay the annual dues for the Director's membership in the following organizations: Nebraska Council of School Administrators, Nebraska Association of Special Education Supervisors, Nebraska ASCD, and any other related professional organizations as approved by the superintendent.

- g. Physical Examination.** The Director may voluntarily undergo a physical examination. The Director agrees that he or she will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$100 of the cost of such physical examination and physician's reports which are not paid for by the Director's insurance coverage shall be paid by the District.
- h. Cell Phone.** The Director shall be required to purchase and maintain a cellular phone so that he or she can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Director up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.
- i. Expense Reimbursement.** The Board shall pay or reimburse the Director for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Director shall secure the prior approval of the Superintendent before incurring any such expense when the anticipated aggregate expense of any single event is \$250.00 or more.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Director from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Director shall refund any portion of the salary he or she was paid but had not earned prior to the date of termination of this contract. The shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 14. Evaluation. The Superintendent shall evaluate the Director as required by state statute. The Director agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Director's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Director agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

Section 15. Legal Actions. The Board will support the Director if there is a legal dispute caused by him or her carrying out his or her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Director as a result of his or her performance of his or her duties or his or her position as Director of the district, the Board will provide him or her with a legal defense to the maximum extent permitted by law so long as he or she acted in good faith and in a manner which he or she reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

Section 16. Physical or Mental Examination. The Director agrees that, at the request of the Board or Superintendent, he or she will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or Superintendent must address whether the Director is able to perform the "essential functions" of his or her position.

Section 17. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

Section 18. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Director and the Board.

Section 19. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this ____ day of _____, 20__.

President, Board of Education

Secretary, Board of Education

Executed by the Director this ____ day of _____, 20__.

Director