



**HASTINGS  
PUBLIC SCHOOLS**

Assuring the essential.  
Expanding the possible.

## **Board of Education Regular Meeting**

Monday, December 19, 2016 @ 7:00 PM Central  
City Council Chambers, 1515 W 8th St, Hastings, NE 68901

### 1. CALL TO ORDER - Jim Boeve -

#### 1.1. Roll Call -

#### 1.2. Pledge of Allegiance to Flag -

### 2. ANNOUNCEMENT - Jim Boeve -

### 3. RECURRENT -

#### 3.1. Minutes of Previous Meeting(s) -

#### 3.2. Payment of Expenditures -

#### 3.3. ADMINISTRATIVE REPORT -

#### 3.4. RECEIVE CORRESPONDENCE -

#### 3.5. BOARD OF EDUCATION REPORT -

##### 3.5.1. Review of State Board of Education Conference - Jim Boeve -

3.6. SUPERINTENDENT'S REPORT - Craig Kautz -

4. FIRST OPPORTUNITY FOR PUBLIC TO BE HEARD - Jim Boeve -

5. SPECIAL BOARD FUNCTIONS -

5.1. Approve the Grant Agreement between Nebraska Emergency Management Agency and Hastings Public Schools - Jeff Schneider -

5.2. Acceptance of the proposal for Lincoln Elementary HVAC Project - Trent Kelly/Jeff Schneider -

5.3. Approve the elementary bond resolution - Jeff Schneider -

5.4. Accept the resignation of Corey Stutte from the Board effective December 12, 2016 - Jim Boeve -

5.5. Approve the 2016-2017 ESU #9 Contract on SPED - Jeff Schneider/Donna Moss -

6. SPECIAL ADMINISTRATIVE FUNCTIONS -

6.1. Educational Services -

6.2. Human Resources -

6.2.1. Approve the addition of a 1.0 FTE BD paraeducator at Lincoln Elementary - Craig Kautz -

6.3. Human Resources CONSENT AGENDA - Craig Kautz -

6.3.1. Certificated Release -

6.3.2. Certificated Appointment -

6.3.3. Extra-Standard Appointments -

6.3.4. Classified Staff Releases -

6.3.5. Classified Staff Appointments -

6.3.6. Classified Staff Transfers -

6.3.7. Gifts -

7. SECOND OPPORTUNITY FOR PUBLIC TO BE HEARD - Jim Boeve -

8. DATES OF FUTURE BOARD MEETINGS - Jim Boeve -

9. MEDIA SPOKESPERSON - Jim Boeve -

10. ADJOURNMENT -

**\*Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

**\*\*Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.

**\*\*\*Action Item:** The board reserves the right to take action on an item listed on the board agenda.

Activity Fund 11-16

Date	Payee	Amount
11/9/16	ANDERSON AUTO PARTS	\$168.02
10/12/16	ASKEY, ISAAC	\$27.03
11/9/16	AWARDS UNLIMITED, INC	\$406.25
10/26/16	BEYKE SIGNS	\$45.00
11/9/16	BIG G ACE	\$109.36
10/12/16	BIRNIE, DANIEL	\$78.50
11/9/16	BISHOP, KILE	\$75.00
11/9/16	BREAULT, NANCY	\$155.25
11/2/16	BROOKS, BRUCE	\$135.00
10/26/16	BROOKS, BRUCE	\$120.00
10/12/16	BROOKS, BRUCE	\$240.00
11/9/16	BSN SPORTS, INC.	\$1,155.35
10/19/16	BUSS, DENNIS	\$45.00
11/2/16	C3 HOTEL	\$107.00
11/9/16	CASCIO INTERSTATE MUSIC CO., INC.	\$90.22
10/26/16	CASCIO INTERSTATE MUSIC CO., INC.	\$331.58
11/9/16	CASH	\$100.00
11/9/16	CASH	\$750.00
10/19/16	CASH	\$750.00
10/12/16	CASH	\$3,000.00
10/12/16	CASH	\$750.00
10/26/16	CASH-WA CANDY CO	\$796.35
10/12/16	CENTRAL NE FORENSICS LEAGUE	\$125.00
11/9/16	CGSMUSIC	\$1,298.00
11/2/16	CHICK, PAT MS	\$159.12
10/26/16	CHRISTY, RICHARD WA	\$347.75
11/2/16	CITY OF HASTINGS _15870	\$1,100.00
11/9/16	CLASSIC SPORTSWEAR & AWARDS	\$500.52
10/12/16	COBBLESTONE HOTEL	\$524.93
11/2/16	COIL, BETH	\$159.11
11/9/16	COIL, RANDY	\$90.00
10/26/16	COMPETITIVE EDGE	\$1,384.00
10/26/16	CONGROVE, MARY SH	\$30.00
11/9/16	CORNHUSKER PRESS	\$49.96
10/12/16	DECA, INC.	\$580.00
10/19/16	EASTBAY, INC	\$15.00
10/12/16	EASTBAY, INC.	\$279.93
10/26/16	EBERLY, JIM	\$55.00
10/12/16	EBERLY, JIM	\$100.00
10/12/16	ED SERV UNIT 9	\$1,734.63
11/9/16	EDMISTEN, SIERRA	\$75.00

Activity Fund 11-16

11/2/16	EILEENS COLOSSAL COOKIES, INC.	\$23,646.00
10/26/16	EILEENS COLOSSAL COOKIES, INC.	\$50.50
10/19/16	ELSMORE SWIM SHOP	\$356.75
11/9/16	FAJARDO-NORTON, DELTA SH	\$542.90
10/19/16	FAN CLOTH PRODUCTS, LLC	\$1,539.00
10/26/16	FASTENAL COMPANY	\$9.00
11/9/16	FISHER, KURT	\$30.00
11/2/16	FRAZIER, TAMI	\$100.00
11/2/16	FUENTES-RUIZ, ERIC	\$135.00
11/9/16	FUNDRAISING.COM	\$160.00
10/19/16	FUNKEY, KATIE HS	\$183.64
10/19/16	GARY MICHAEL'S CLOTHIERS	\$7,465.00
11/9/16	GILLHAM, CLARISSA SH	\$64.92
11/2/16	GILLHAM, CLARISSA SH	\$123.56
10/12/16	GILLHAM, CLARISSA SH	\$27.22
10/28/16	GINW HIGH SCHOOL	\$44.00
11/9/16	GRAND ISLAND CENTRAL CATHOLIC -	\$400.00
10/12/16	GRIESS, ZAC	\$45.00
11/9/16	HARTMAN, DACIA	\$75.00
10/19/16	HASTINGS PUBLIC SCHOOLS FOUNDATION	\$50.00
10/26/16	HAUFF SPORTING GOODS	\$156.24
10/12/16	HIGGINS, TIM	\$450.00
11/2/16	HOLLISTER, DOUG	\$159.75
11/2/16	HOLLISTER, SHARON L.	\$222.75
10/26/16	INK CREDIBLE INC.	\$639.00
10/12/16	INK CREDIBLE INC.	\$1,552.00
10/26/16	ITZEN, BRIAN	\$154.06
11/9/16	JOHNSEN, MOLLY	\$447.75
10/12/16	JOHNSEN, MOLLY	\$99.04
11/9/16	JOSTENS	\$2,720.00
11/9/16	JULIE'S EXPRESSIONS	\$182.00
10/26/16	KARNES CITY WIDE RENTALS	\$360.00
10/12/16	KILE, BRANDON	\$180.00
11/2/16	KILE, GENA	\$270.00
10/19/16	KILE, GENA	\$180.00
10/12/16	KILE, GENA	\$180.00
11/9/16	KIMLE, MICHELLE MS	\$84.42
11/2/16	KIMLE, MICHELLE MS	\$43.53
10/19/16	KIMLE, MICHELLE MS	\$46.28
11/9/16	KLAMM, RICHARD W. JR.	\$168.75
10/26/16	KOEHLER, ROGER	\$450.00
11/9/16	LANGSTON, DYLAN	\$150.00

Activity Fund 11-16

11/9/16	LINCOLN SOUTHWEST HIGH SCHOOL	\$348.00
10/26/16	LINDBLAD, BRAD	\$110.00
10/19/16	LINDBLAD, BRENT	\$100.00
10/26/16	LINDBLAD, JONATHAN	\$55.00
10/12/16	LINDBLAD, JONATHAN	\$145.00
11/2/16	LITTLE CAESARS - HASTINGS	\$63.50
10/12/16	LOCHLAND COUNTRY CLUB	\$465.00
11/9/16	LOU'S SPORTING GOODS	\$61.79
10/26/16	LUNCHTIME SOLUTIONS, INC	\$1,063.51
10/19/16	LUTHERAN HIGH SCHOOL NORTHEAST	\$75.00
10/19/16	MANKIN, MICHAEL	\$45.00
10/19/16	MARTIN, RYAN	\$100.00
10/19/16	MAU, SHELLY	\$34.79
11/9/16	MAYS, TATE	\$200.00
11/2/16	McCARTHY, DAN	\$148.50
11/9/16	MENARDS	\$236.78
11/2/16	MENARDS	\$217.93
11/9/16	MIDWEST MEDIAL TRANSPORT CO.	\$2,312.50
11/9/16	MILLARD SOUTH	\$1,465.00
11/2/16	MODEROW, BOB	\$65.10
11/9/16	MZOOKA, LLC	\$99.15
11/9/16	NCA	\$200.00
10/26/16	NCA	\$45.00
11/2/16	NE COUNCIL OF SCHOOL ADMIN	\$120.00
10/19/16	NEBRASKA DECA	\$3,390.00
10/26/16	NEBRASKA SPORTS	\$61.79
10/12/16	NEBRASKA SPORTS	\$2,260.40
10/12/16	NEBRASKA THESPIANS	\$2,435.00
11/9/16	NGUYEN, NANCY	\$75.00
10/12/16	NHSPA FALL CONVENTION	\$256.00
11/2/16	NORTHROP, JAMEY	\$200.00
11/9/16	NORTON, MICHAEL P.	\$75.00
11/2/16	NSAA	\$61.00
10/12/16	NSBA/ATTN: STACY BEAN	\$40.00
11/2/16	O'NEIL CUSTOM BAGS	\$4,989.00
11/9/16	O'REILLY AUTO PARTS	\$11.94
10/26/16	PARR, KASEY	\$100.00
11/2/16	PEPSI OF HASTINGS -	\$331.50
10/12/16	PEPSI OF HASTINGS -	\$625.00
11/9/16	PETERSON, MASHAYLLA	\$75.00
11/9/16	PLAYSCRIPTS	\$187.26
11/2/16	PRO TEAM DESIGN	\$4,683.57

Activity Fund 11-16

11/9/16	PSAT-NMSQT	\$270.00
10/19/16	RADER, DUSTIN	\$45.00
10/12/16	RADER, DUSTIN	\$45.00
10/12/16	RADER, RICK A.	\$45.00
10/26/16	RAMADA - COLUMBUS	\$359.80
11/9/16	REYNOLDS, JEANNE	\$342.00
10/26/16	RIEKER, ELICA TONI	\$120.00
10/12/16	RIPPEN, RANDY	\$126.00
11/2/16	ROSNO,SCOTT	\$23.88
10/26/16	RUDEEN, ASHTON	\$120.00
11/9/16	RUNCIES CATERING	\$3,103.01
11/2/16	RUSS'S IGA	\$204.97
10/26/16	RUSS'S IGA	\$119.33
10/12/16	RUSS'S IGA	\$344.80
10/12/16	SCHWINN, ADAM	\$24.45
11/2/16	SHIRT SHACK- HASTINGS	\$49.00
11/2/16	SIMMONS, DAN	\$625.00
11/9/16	SIMMONS, MIKE	\$27.00
10/12/16	SJOMELING, CARLYNN	\$102.47
11/9/16	SMITH, CONNER	\$75.00
11/2/16	SOS PORTABLE TOILETS	\$160.00
10/12/16	SOS PORTABLE TOILETS	\$480.00
11/2/16	SOUTHEASTERN PERFORMANCE APPAREL	\$201.00
10/26/16	SPORTABLE SCOREBOARDS	\$678.00
10/12/16	ST CECILIAS SCHOOL	\$70.00
10/12/16	STEPHENSON, KRISTI	\$105.00
10/28/16	SYNCB/AMAZON	\$371.28
11/2/16	THE TOTAL PACKAGE	\$14.89
10/19/16	THE TOTAL PACKAGE	\$15.00
10/26/16	TOWNEPLACE SUITES	\$460.00
11/9/16	TREJO, CORNELIO	\$25.11
11/2/16	US BANK	\$3,056.70
10/28/16	US BANK	\$2,520.24
11/9/16	VAN BROCKLIN, JOHN	\$22.94
10/26/16	WALTERS, EDDIE	\$120.00
10/12/16	WALTERS, EDDIE	\$240.00
10/12/16	WEBER STUDIO	\$770.00
10/26/16	WELLS, CYNTHIA	\$100.00
10/19/16	WILLIAMS, BELLE	\$25.00
10/12/16	WILLIAMS, BELLE	\$15.00
10/19/16	WILLIAMS, NATHAN	\$45.00
11/9/16	WILLIAMSON, NICOLE	\$150.00

Activity Fund 11-16

11/9/16	WITT, ROSE	\$100.00
11/2/16	YORK HIGH SCHOOL	\$75.00
10/26/16	ZIMMERMAN PRINTING & SHIRT SHACK	\$2,417.75
		\$108,029.55

General Fund 11-16

Date	Payee	Amount
11/21/16	A.R.M. PROPERTIES, LLC	\$325.00
11/21/16	ADELSON, BETH ADMIN	\$170.64
11/21/16	ADELSON, KATHY	\$7.25
11/21/16	AdvancED	\$250.00
11/21/16	ALLENS OF HASTINGS, INC.	\$541.64
11/21/16	AMERI-TECH INDUSTRIAL, INC.	\$62.13
11/21/16	ANDERSON AUTO PARTS	\$1,072.85
11/21/16	AUTOMOBILE	\$32.00
11/21/16	BEDLAN, SCOTT BUS	\$15.59
11/21/16	BEYKE SIGNS	\$15.00
11/21/16	BIG G ACE	\$724.92
11/21/16	BLICK ART MATERIALS	\$43.75
11/21/16	BOK FINANCIAL	\$208,932.50
11/21/16	BOSELMAN, INC.	\$136.90
11/21/16	BOYS TOWN PRESS	\$116.80
10/21/16	BRAINPOP	\$920.00
11/21/16	BRESEE, CAROLYN	\$127.89
11/21/16	BROAD REACH BOOKS	\$724.02
11/21/16	BROWN, ANDREA	\$1,829.52
11/21/16	BURKE, MELISSA HA	\$21.39
11/21/16	CANNON MOSS BRYGGER ARCHITECTS	\$20,012.60
10/14/16	CANNON MOSS BRYGGER ARCHITECTS	\$17,398.50
11/21/16	CARDIAC SCIENCE	\$118.79
11/21/16	CAREY'S PEST CONTROL	\$1,416.00
11/21/16	CARMICHAEL CONSTRUCTION	\$302,526.78
10/14/16	CARMICHAEL CONSTRUCTION	\$226,632.32
11/21/16	CASH-WA CANDY CO	\$44.30
11/21/16	CENGAGE LEARNING	\$21.00
11/21/16	CENTRAL COMMUNITY COLLEGE - HA	\$59,560.00
11/21/16	CENTRAL NEBR REHAB SERVICES	\$13,004.25
11/21/16	CENTRAL NEBRASKA BOBCAT	\$41.12
11/21/16	CENTRAL RESTAURANT PRODUCTS	\$672.79
11/21/16	CERTIFIED LABORATORIES	\$2,653.20
11/21/16	CGSMUSIC	\$304.90
11/21/16	CHICK, PAT MS	\$40.68
11/21/16	CHIPPS, AIMEE HA	\$56.81
11/21/16	CITY OF HASTINGS _15870	\$8,409.53
11/21/16	COACH MASTERS, INC.	\$7,031.60
11/21/16	COLBURN, LINDA BUS	\$7.50
11/21/16	COMPUTER HARDWARE, INC	\$680.75
11/21/16	CONDITIONED AIR MECHANICALS	\$8,221.75

General Fund 11-16

11/21/16	CONSRUCK, ANNIE	MS	\$32.07
11/21/16	CONSTRUCTION RENTAL GI		\$275.00
11/21/16	CONYERS, DON	BUS	\$24.00
11/21/16	CPI/COOPERATIVE PRODUCERS, INC		\$9,356.83
11/21/16	CRAMER, DICK	BUS	\$15.05
11/21/16	CULLIGAN OF HASTINGS		\$243.15
11/21/16	DAS STATE ACCOUNTING - CENTRAL FINANCE		\$238.96
11/21/16	DATA MANAGEMENT INC.		\$46.00
11/21/16	DAVIS, PAM	AL	\$28.78
11/21/16	DEMCO, INC.		\$284.31
11/21/16	DL SOLUTIONS		\$257.33
11/4/16	DOC HOLIDAY EXPRESS		\$4,674.00
11/21/16	DocentEDU		\$400.00
11/21/16	DUMAS, CHAD	AD	\$87.01
10/28/16	DUMAS, CHAD	AD	\$407.17
10/21/16	DUMAS, CHAD	AD	\$135.00
10/14/16	DUMAS, CHAD	AD	\$129.56
11/21/16	DUTTON-LAINSON		\$2,333.92
11/21/16	EAKES OFFICE SOLUTIONS		\$671.88
10/21/16	EAKES OFFICE SOLUTIONS		\$564.51
11/21/16	EARL MAY SEED & NURSERY L.C.		\$65.94
11/21/16	ECHO ELECTRIC SUPPLY		\$2,217.46
11/21/16	ED SERV UNIT 10		\$1,015.00
11/21/16	ED SERV UNIT 9		\$1,075.12
11/21/16	EDUCATIONAL DESIGN, LLC		\$414.00
10/14/16	EDUCATIONAL DESIGN SOLUTIONS		\$9,400.00
11/21/16	EGAN SUPPLY COMPANY		\$2,665.25
11/21/16	EILEENS COLOSSAL COOKIES, INC.		\$291.25
11/21/16	ELECTRONIC SYSTEMS, INC.		\$3,094.00
11/21/16	ENGBERG, SCOTT	HS	\$37.82
11/21/16	ERICKSON, RON		\$10.50
11/21/16	ESU COORDINATING COUNCIL		\$200.00
11/21/16	FABER, KAITLYN		\$11.80
11/21/16	FAMILY MEDICAL CENTER		\$112.00
11/21/16	FASTENAL COMPANY		\$44.16
11/21/16	FLEETPRIDE		\$398.36
11/21/16	FOLLETT SCHOOL SOLUTIONS, INC.		\$417.03
11/21/16	FRIEND, ELLIE		\$100.22
11/21/16	FRONTIER HOME MEDICAL		\$213.50
11/21/16	GADGET GUY		\$449.64
11/21/16	GERBER BECKY	MS	\$34.77
11/21/16	GLENWOOD TELECOMMUNICATIONS, INC.		\$17,846.81

General Fund 11-16

11/21/16	GOODWILL INDTURIES OF NE - HASTINGS	\$3,938.13
11/21/16	GRACES LOCKSMITH SERVICE	\$80.00
11/21/16	GRAHAM TIRE	\$1,402.82
11/21/16	GRAINGER	\$50.30
11/21/16	GREISEN, KYLEE	\$32.52
11/21/16	GUZMAN, KELIN	\$110.00
10/28/16	HAACK, NICHOLE	\$38.40
11/21/16	HARTWIG, CALVIN T.	\$7.50
11/21/16	HARTWIG, LORI	\$42.72
11/21/16	HASTINGS AREA CHAMBER OF COMMERCE	\$16.00
11/21/16	HASTINGS COLLEGE -	\$7,500.00
11/21/16	HASTINGS OUTDOOR POWER, LLC	\$299.00
11/21/16	HASTINGS TRIBUNE	\$586.81
11/21/16	HASTINGS UTILITIES	\$49,010.06
10/21/16	HASTINGS UTILITIES	\$20,000.00
10/14/16	HASTINGS UTILITIES	\$62,448.80
11/21/16	HATTEN ELECTRIC SERVICE	\$305.00
11/21/16	HAWTHORNE ED SERVICES	\$152.50
11/21/16	HERMAN, ART	\$33.26
11/21/16	HESELGESSER,VICKI	\$66.96
11/21/16	HIMMELBERG, CHARLEEN WA	\$19.83
10/21/16	HOLIDAY EXPRESS	\$790.00
10/14/16	HOLMQUIST, CHELSEY MS	\$99.00
11/21/16	HOMETOWN LEASING	\$11,994.13
11/21/16	HOUBLER, REBECCA	\$57.46
10/14/16	HOWARD'S GLASS	\$4,038.38
11/21/16	HOYT, STEPHANIE	\$10.13
11/21/16	IASCO	\$464.30
11/21/16	INGRAM LIBRARY SERVICES	\$1,058.97
11/21/16	INTEGRATED SECURITY SOLUTIONS	\$2,609.66
11/21/16	INTERGRATED SECURITY SOLUTIONS	\$127.50
11/21/16	INTERSTATE ALL BATTERY	\$281.70
11/21/16	ISLAND SUPPLY WELDING	\$28.96
11/21/16	J & M STEEL	\$75.00
11/21/16	J W PEPPER & SONS INC.	\$14.99
11/21/16	JACOBSEN, JERRY	\$20.73
11/21/16	JANK JOEL K MS	\$47.26
11/21/16	JENKINS, ERICA	\$13.97
11/21/16	JERRY SPADY CHEVROLET,GMC, CADILLAC	\$6,242.18
11/21/16	JOHNSON, KAYLA HStart	\$145.80
11/21/16	JONES, CINDY LI	\$36.08
11/21/16	KEELE, WENDY	\$269.24

General Fund 11-16

11/21/16	KEHN, SCOTT	BUS	\$6.26
11/21/16	KELLY SUPPLY CO		\$905.35
11/21/16	KERR, MICHELLE	MS	\$41.36
11/21/16	KIMLE, MICHELLE	MS	\$215.18
11/21/16	KINLEY, JILL		\$167.40
11/21/16	KLOPPENBORG, TORREY	BUS	\$34.00
11/21/16	KULLY PIPE & STEEL CO		\$1,068.41
11/21/16	LANDMARK IMPLEMENT INC.		\$37.74
11/21/16	LARSON, BELINDA		\$15.00
11/21/16	LAUX, KENDRA	HS	\$12.75
11/21/16	LCL TRUCK EQUIPMENT, INC.		\$4,091.84
11/21/16	LEARNING FORWARD		\$575.00
11/21/16	LEVANDERS OF HASTINGS LLC		\$500.00
11/21/16	LIGHTSPEED TECHNOLOGIES		\$12.00
11/4/16	LOVE AND LOGIC INSTITUTE, INC.		\$297.00
11/21/16	LUNCHTIME SOLUTIONS, INC		\$155,189.35
11/21/16	MACGILL & CO.		\$41.84
11/21/16	MATHESON TRI-GAS, INC		\$7,045.69
11/4/16	MATTICKS, RICK		\$353.46
10/21/16	MATTICKS, RICK		\$224.95
11/21/16	MAU, SHELLY		\$47.37
11/21/16	McCUNE, SHERRI		\$7.67
11/21/16	MCMURRAY, GLENDA	LO	\$70.02
11/21/16	MENARDS		\$824.79
11/21/16	MESSERER, JENNY		\$214.21
11/21/16	MIDAMERICA BOOKS		\$399.41
11/21/16	MIDWEST CONNECT		\$4,000.00
11/4/16	MOONLIGHT SCREENPRINT & EMBROIDERY		\$625.00
11/4/16	MOSS, DONNA		\$271.75
11/21/16	MSC INDUSTRIAL SUPPLY		\$1,968.48
11/21/16	NACIA		\$65.00
11/21/16	NAMLE-		\$140.00
11/21/16	NAPA AUTO PARTS		\$2,948.18
11/21/16	NASSP		\$385.00
11/21/16	NATIONAL ASSN FOR MUSIC EDUCATION		\$56.00
11/21/16	NATIONAL AUTISM RESOURCES		\$33.94
11/21/16	NE ACADEMY OF SCIENCES		\$433.00
11/21/16	NE ASSN OF SCHOOL BOARDS		\$1,736.00
11/21/16	NE SAFETY CENTER @ UNK		\$600.00
11/21/16	NE SCHOOL TRANSPORTATION ASSN		\$25.00
11/21/16	NEBRASKA CENTRAL EQUIPMENT		\$3,620.79
11/21/16	NEBRASKA COMMUNITY FOUNDATION		\$3,057.00

General Fund 11-16

11/21/16	NEBRASKA-IOWA IND FASTENER	\$229.35
11/4/16	NELSON, MEGAN	\$28.70
11/21/16	NIEMEYER, CHRISTINE AL	\$66.42
11/21/16	NORTHROP, VICKI	\$101.37
11/21/16	O'KEEFE ELEVATOR CO	\$320.58
11/21/16	OERTER NANCY	\$96.00
10/14/16	OLSON, TERI	\$29.50
11/21/16	ONESOURCE THE BACKGROUND CHECK CO.	\$1,545.00
11/21/16	ORIENTAL TRADING COMPANY	\$72.87
11/21/16	OSWALD, AARON MS	\$16.95
11/21/16	PASTIME LANES	\$391.50
11/21/16	PAVELKA TRUCK & TRAILER	\$425.85
11/21/16	PAYROLL MAXX	\$528.75
11/21/16	PEDROZA, MELISSA	\$78.30
11/21/16	PEREDA-CARREON, ROSALINDA	\$48.13
11/21/16	PERRY, GUTHERY, HAASE & GESSFORD PC	\$450.00
11/21/16	PHYS THERAPY & SPORT REHAB	\$14,112.27
11/21/16	PLATTE VALLEY COMMUNICATIONS	\$87.50
11/21/16	POSITIVE PROMOTIONS	\$119.70
11/21/16	POTTHOFF JODY SH	\$65.92
10/21/16	PRESTIGE GROUP INC.	\$1,925.00
10/14/16	PRESTIGE GROUP INC.	\$3,875.00
11/21/16	PSAT-NMSQT	\$57.00
11/21/16	PUGHES, JENNIFER	\$56.70
11/21/16	QUALITY SEW @ VAC	\$98.76
11/21/16	QUILL CORPORATION	\$236.18
11/21/16	QUIZNOS SUB	\$346.00
11/21/16	RASMUSSEN, DON E.	\$75.00
11/21/16	RAYNOR GARAGE DOORS OF CE. NE.	\$34.00
11/21/16	REALLY GOOD STUFF	\$256.16
11/21/16	RICHARDS JOHN J.	\$14.00
11/21/16	RIGGINS	\$114.18
11/21/16	RODRIGUEZ, SARAH	\$77.76
11/21/16	ROGERS	\$739.00
11/21/16	RUNDLE, JOCELYN	\$68.04
11/21/16	RUSS'S IGA	\$625.29
10/28/16	SAFE DEPOSIT BOX OPERATIONS	\$100.00
11/21/16	SAFETY-KLEEN	\$541.58
10/28/16	SAMS CLUB DIRECT	\$438.48
11/21/16	SARMIENTO REYES, JULIA	\$55.00
11/21/16	SCENTCO, INC.	\$188.00
11/21/16	SCHERBARTH INC.	\$125.60

General Fund 11-16

11/21/16	SCHOLASTIC READING CLUB	\$118.00
11/21/16	SCHOOL SPECIALTY	\$900.52
11/21/16	SCHOOL SPECIALTY/CLASSROOM DIRECT	\$17.09
11/21/16	SETON IDENTIFICATION	\$122.14
11/21/16	SHAR PRODUCTS CO	\$1,844.09
11/21/16	SHIRT SHACK- HASTINGS	\$16.10
10/14/16	SIEBRASS, TERRI	\$22.05
11/21/16	SMART APPLE MEDIA	\$327.00
11/21/16	SMILEMAKERS	\$19.98
11/21/16	SMITH, HEIDI	\$44.38
11/21/16	SORGENFREI, ELIZABETH HS	\$60.00
11/21/16	SPARQ DATA SOLUTIONS, INC.	\$375.00
11/21/16	STANS RADIATOR SERVICE	\$841.28
10/28/16	STATE OF NEBRASKA DEPT OF LABOR LI	\$2,475.38
11/21/16	STELLING BRASS & WINDS INC.	\$410.50
11/21/16	STERLING WEST	\$3,084.00
11/21/16	STUHR MUSEUM-EDUCATION DEPT.	\$1,476.00
11/21/16	SUBSCRIPTION SERVICES OF AMERICA	\$159.84
11/21/16	SUNBELT RENTALS	\$7.38
11/21/16	SUPPLYWORKS	\$328.72
11/21/16	SVOBODA, DEBBIE	\$32.40
10/14/16	SVOBODA, DEBBIE	\$30.78
11/21/16	SWAYZE, AMY	\$1,013.50
10/28/16	SYNCB/AMAZON	\$3,963.08
11/21/16	TAESE/USU	\$455.00
11/21/16	TARCO INDUSTRIES INC	\$74.00
11/21/16	TIME	\$182.52
11/21/16	TOM DINSDALE CHEV	\$1,278.50
11/21/16	TOWN SQUARE PUBLICATIONS	\$795.00
11/21/16	TRACTOR SUPPLY CO	\$29.98
11/21/16	TRI CITY SIGN COMPANY	\$200.00
11/21/16	TRIMBLE, LAUREN	\$17.03
11/21/16	TUNKS, HEIDI	\$191.09
11/21/16	UNIVERSITY OF NEBRASKA--	\$50.00
10/28/16	UNIVERSITY OF OREGON.	\$350.00
11/21/16	UNK SHAPE NE	\$285.00
11/21/16	UPSTART	\$159.39
11/4/16	US BANK	\$93.89
10/21/16	US BANK	\$10,551.37
11/21/16	US SCHOOL SUPPLIES	\$486.00
11/21/16	VAUGHANS-PRINTERS,INC	\$123.41
11/21/16	W.G. PAULEY LUMBER COMPANY	\$352.39

General Fund 11-16

11/4/16	WALNUT MIDDLE SCHOOL	\$240.00
11/21/16	WEBER STUDIO	\$100.00
10/28/16	WELLS FARGO BANK -	\$700.00
11/21/16	WESEMAN, CREIGHTON	\$11.70
11/21/16	WEST MUSIC COMPANY	\$453.60
11/21/16	WOODWARDS DISPOSAL SERVICE	\$3,417.50
11/21/16	YANDAS MUSIC	\$2,676.43
		\$1,381,997.76

## **Work Session**

November 15, 2016 6:00 PM

District Conference Room

The meeting was advertised in the Hastings Tribune on Thursday, November 10, 2016

### **Attendance Taken at 6:00 PM:**

#### Present Board Members:

Jim Boeve  
John Bonham  
Brent Gollner  
Tracey Katzberg  
Brady Rhodes  
Laura Schneider  
Corey Stutte  
Becky Sullivan

#### Absent But Excused Board Members:

Jessica Meeske

### **1. Roll Call**

Others in attendance: Craig Kautz, Superintendent; Diana Reiner, Secretary to the Superintendent; Terry Julian, Technology Facilitator; Jeff Schneider, Director of Finance; Trent Kelly, Director of Technology; Chad Dumas, Director of Learning; Montessa Munoz, Director of Learning & Support; Donna Moss, Director of Student Services; Amy Kelly, Hawthorne Elementary Principal; Tom Szlanda, Senior High Principal; Deb Lyons, HEA President; Shay Burke, Hastings Tribune; Julie Parker, Hawthorne Elementary Kindergarten Teacher; Sharon Brooks, Board Member Elect

### **2. Announcement**

President Boeve reminded those in attendance of the Open Meetings Act.

### **3. Welcome to HEA reps and guests - Jim Boeve**

President Boeve had those in attendance introduce themselves.

### **4. Review of PLC Visits - Jim Boeve**

Tracey visited the Counselors PLC, which was held at Hawthorne. They focused on their new curriculum, "Second Step", which they feel has been good. They each have a different approach on how they implement it in their building. They are also working on I-statement activities. Counselors are now in charge of the DARE program and feel that is going well. They appreciated a Board member visiting their PLC as it has been quite awhile since one did.

Becky visited the Lincoln SRT. She visited grades 3-5 who were talking about the new Text Dependent Analysis testing and what 3rd and 4<sup>th</sup> grade teachers could do to prepare students for the test in 5th grade. She feels they did a good job. She also went to Lincoln 2nd grade and they were working on different strategies for certain students. They also discussed class sizes. She also went to the Watson all staff meeting. They had 3-4 teachers leading and were going through Marzano items such as meaningful celebrations and also discussed engagement and the continuum of feelings people have about naming all 41 Marzano items. They also talked about learning goals and tracking student progress.

John visited Hawthorne. They talked about graphing goals for students. He visited kindergarten, 1st and 2nd. That group was talking about solutions for each obstacle they are facing.

Jim visited Middle School English and they spent a great amount of time discussing EDoctrina and TDA. He also visited the Skills and Technical Science PLC, which included Middle School and Senior High. They are a very passionate group about their subjects. They don't get visited that often so if you can, visit them. They talked briefly about EDoctrina, but mostly about the Skills USA competition. The Board is invited to attend the State Skills competition on 3/30 & 31 in Grand Island. Last year HPS had 52 participants. They would like Board Members to attend.

#### **5. Information on "Spotlight on Learning" - Craig Kautz**

Craig let the Board know that Hawthorne will be doing the Spotlight. When he visited last week he saw kindergarten students using a Venn diagram to compare and contrast.

#### **6. Discussion of Foreign Language Trips - Craig Kautz**

Craig started discussion on the upcoming foreign language trips. This spring French students are going to France and German students are going to Austria through France. He reviewed the attachments, which give the latest warnings. He also attached a NY Times article regarding European travel and how people still are going. Corey also included the STEP enrollment program. It is a program that travelers enroll in through the State Department so the Embassy knows who is in the country and can track people down in the event of an emergency. He recommends the students/parents enroll in that program.

Craig also recommended that the Senior High have a meeting with students and parents regarding the travel and to indicate if they are still planning to go. Brady said that in his work with groups traveling, he recommends having safety discussions and reminding those traveling of all safety tips and what to watch for. The Board also stated that they would follow the State Department warnings if they recommend no travel to those areas. Brady recommends travel insurance in case they can't go due to any safety issues.

#### **7. Superintendent Evaluation - Jim Boeve**

Jim Boeve reminded the Board about the new timing of the Superintendent Evaluation. Board members are to send his/her evaluation to Jim by November 30th. If you rate "below expectations" or "exceeds" there needs to be a comment. The Board asked for a Word document so Diana will send them one.

#### **8. Review of Superintendent Contract - Jim Boeve**

Jim reminded the Board that contracts were attached for their review.

#### **9. Deadline for Superintendent to give Board notice of intent to extend 12/1/16 - Craig Kautz**

December 1 is the deadline for the Superintendent to give his intent to extend for 3 years. The Board will need to decide if they want it announced when and if the Superintendent does not wish to continue up to 3 years.

#### **10. Deadline for Board to give Superintendent notice of intent not to extend 12/31/16 - Jim Boeve**

This deadline is December 31st. Let Jim know if you have concerns.

#### **11. Board self-assessment - Jim Boeve**

Please get your Board Self-Assessment to Diana by November 30th.

## **12. Declarations to run for Board President & Vice-President**

Jim Boeve has turned in his intent to run for President. John Bonham has turned in his intent to run for Vice-President.

## **13. Reminder of December Board Declarations - Craig Kautz**

Craig reminded the other Board members that if anyone else wishes to run, you can declare that in December. Please send a letter to Craig or Diana prior to the Work Session of your intent. Motions can also be made at the January re-organization meeting.

## **14. \*Approve revised Policy Attachment 303.01 - Administrative Positions - Craig Kautz**

Craig has re-done the attachment with the new titles for Directors, that eliminate the position of Communication Coordinator, and that adds the Director of Learning and Support.

## **15. Temporary outsourcing of custodial service - Jeff Schneider**

Jeff discussed a pilot program, which has begun at Hawthorne due to problems hiring night custodians. We are contracting with a company in town for night cleaning at Hawthorne. It is felt that it is going well and the cost is a wash. Trent stated that either party can terminate the arrangement with 30 days notification. We will evaluate in May whether or not to continue and/or expand to other buildings. Amy Kelly and Julie Parker felt it was going well. The workers wear a red vest so that teachers in the building at night know who they are. Amy said they are going to do a deep clean over Thanksgiving in certain areas they feel need extra attention. Jeff made it clear that we do not plan to eliminate HPS custodians, just may need a blended approach and more flexibility with the night cleaning.

## **16. Audit Presentation - Jeff Schneider**

McDermott & Miller will be giving an audit presentation Monday night. Jeff said there were no problems with the audit.

## **17. Consent agenda - Craig Kautz**

Craig reviewed the Consent Agenda.

## **18. \*Approve Revision of the daily rate of Substitute Teacher Pay - Craig Kautz**

Craig recommended that the substitute daily rate be increased to \$124/day beginning 12/10/16. Hopefully this will help to get more substitutes to take jobs. This is one of several approaches we are looking at. The increase will make us more competitive with other area schools. Jeff worked up the cost and it will be around \$20,000 extra per year. The question was asked if there was a smaller pool to use and it is felt there aren't really less substitutes. The suggestion was made to let the public know about getting a local substitute certificate. Another suggestion was made about consideration of giving bonuses for subs that sub for so many days per year; they do not have to be consecutive.

## **19. \*Approve addition of 1.0 FTE Kindergarten paraeducator at Longfellow Elementary - Craig Kautz**

Longfellow has reached maximum numbers in all kindergarten sections so an additional paraeducator is needed.

## **20. Reminders - Jim Boeve**

President Boeve reminded the Board to meet at 5:30 a.m. at the bus barn on Thursday 11/17 to go to the State Education Conference. If you want to attend any of the other NASB workshops, let Diana know and she will register you.

**21. Reports, etc., at Board Meeting - Jim Boeve**

Good News, Spotlight on Learning and the audit report will be given at Monday's Board Meeting.

**22. Upcoming meetings - Jim Boeve**

President Boeve reminded the Board of Monday's Board Meeting and the AC/HPS annual meeting on November 28<sup>th</sup>.

**23. Adjournment**

**Motion Passed:** A motion to adjourn. Motion by Schneider, second by Gollner. Motion passed 8-0.

Jim Boeve	Yes
John Bonham	Yes
Brent Gollner	Yes
Tracey Katzberg	Yes
Jessica Meeske	Absent
Brady Rhodes	Yes
Laura Schneider	Yes
Corey Stutte	Yes
Becky Sullivan	Yes

Meeting adjourned at 6:51 p.m.

## Board of Education Regular Meeting

November 21, 2016 7:00 PM  
City Council Chambers

The meeting was advertised in the Hastings Tribune on Wednesday, November 16, 2016.

### Attendance Taken at 7:00 PM:

#### Present Board Members:

Jim Boeve  
John Bonham  
Brent Gollner  
Tracey Katzberg  
Jessica Meeske  
Brady Rhodes  
Corey Stutte  
Becky Sullivan

#### Absent But Excused Board Members:

Laura Schneider

### I. CALL TO ORDER - Jim Boeve

Others in attendance: Craig Kautz, Superintendent; Diana Reiner, Secretary to the Superintendent; Jeff Schneider, Director of Finance; Trent Kelly, Director of Technology; Donna Moss, Director of Student Services; Chad Dumas, Director of Learning; Amy Kelly, Hawthorne Principal; Kim Remmers, Hawthorne teacher; Shay Burke, Hastings Tribune; Alison Petr, McDermott & Miller; Tom Szlanda, Hastings High Principal; Brandon Peeples, KHAS Radio

#### I.1. Roll Call

#### I.2. Pledge of Allegiance to Flag

### II. ANNOUNCEMENT - Jim Boeve

President Boeve reminded those in attendance of the Open Meetings Act.

### III. RECURRENT

#### III.1. Minutes of Previous Meeting(s)

**Motion Passed:** Motion to approve the minutes as presented. Motion by Katzberg, second by Gollner. Motion passed 8-0.

Jim Boeve	Yes
John Bonham	Yes
Brent Gollner	Yes
Tracey Katzberg	Yes
Jessica Meeske	Yes
Brady Rhodes	Yes
Laura Schneider	Absent
Corey Stutte	Yes

Becky Sullivan Yes

### III.2. Payment of Expenditures

**Motion Passed:** Motion to approve the expenditures as presented in the amount of \$4,469,077.41. Motion by Stutte, second by Sullivan. Motion passed 8-0.

Jim Boeve	Yes
Mr. John Bonham	Yes
Brent Gollner	Yes
Tracey Katzberg	Yes
Jessica Meeske	Yes
Brady Rhodes	Yes
Laura Schneider	Absent
Dr. Corey Stutte	Yes
Becky Sullivan	Yes

### III.3. ADMINISTRATIVE REPORT

#### III.3.a. Audit Report - McDermott & Miller representative

Allison Petr reviewed the audit with the Board and each Board member received a copy. She stated that there was only one non-compliance issue that Mr. Schneider is changing. We have been changed to a high-risk auditee due to some changes in federal guidelines. They will now have to audit 40% of federal funds. Brady Rhodes thanked Mr. Schneider and his team for their hard work in making the audit go smoothly.

#### III.4. RECEIVE CORRESPONDENCE

#### III.5. BOARD OF EDUCATION REPORT

#### III.6. SUPERINTENDENT'S REPORT

Mr. Kautz reviewed the Good News for November.

Amy Kelly, Kim Remmers, and student Matthew Fessenden gave the Spotlight on Learning. They reviewed their Professional Learning Communities ideas and work. They distributed student goal binders for the Board to review. Mrs. Remmers was asked how the students come up with their goals. Matthew reviewed the Smile Goals and how they graph it. The Board thanked them for their presentation.

### IV. FIRST OPPORTUNITY FOR PUBLIC TO BE HEARD

President Boeve reminded those in attendance that this was their opportunity to address the Board on agenda items only. No one addressed the Board.

### V. SPECIAL BOARD FUNCTIONS

#### V.1. Approve revised Policy 303.01 attachment - Administrative positions - Craig Kautz

**Motion Passed:** Motion to approve proposed attachment 303.01. Motion by Rhodes, second by Katzberg. Motion passed 8-0.

Jim Boeve	Yes
John Bonham	Yes
Brent Gollner	Yes
Tracey Katzberg	Yes
Jessica Meeske	Yes

Brady Rhodes	Yes
Laura Schneider	Absent
Corey Stutte	Yes
Becky Sullivan	Yes

**VI. SPECIAL ADMINISTRATIVE FUNCTIONS**

**VI.1. Educational Services**

**VI.2. Human Resources**

**VI.2.a. Approve the recommended revision of the daily rate of Substitute Teacher Pay - Craig Kautz**

**Motion Passed:** Motion to approve the increase in substitute teacher pay to \$124/day effective 12/10/16. Motion by Sullivan, second by Bonham. Motion passed 8-0.

Jim Boeve	Yes
Mr. John Bonham	Yes
Brent Gollner	Yes
Tracey Katzberg	Yes
Jessica Meeske	Yes
Brady Rhodes	Yes
Laura Schneider	Absent
Dr. Corey Stutte	Yes
Becky Sullivan	Yes

**VI.2.b. Approve addition of 1.0 FTE Kindergarten paraeducator at Longfellow Elementary - Craig Kautz**

**Motion Passed:** Motion to approve the addition of a 1.0 FTE Kindergarten paraeducator at Longfellow Elementary. Motion by Meeske, second by Stutte. Motion passed 8-0.

Jim Boeve	Yes
John Bonham	Yes
Brent Gollner	Yes
Tracey Katzberg	Yes
Jessica Meeske	Yes
Brady Rhodes	Yes
Laura Schneider	Absent
Corey Stutte	Yes
Becky Sullivan	Yes

**VI.3. Human Resources CONSENT AGENDA**

**Motion Passed:** Motion to approve the Consent Agenda as presented. Motion by Meeske, second by Gollner. By a roll call vote, the motion passed 8-0.

Jim Boeve	Yes
John Bonham	Yes
Brent Gollner	Yes
Tracey Katzberg	Yes
Jessica Meeske	Yes
Brady Rhodes	Yes
Laura Schneider	Absent
Corey Stutte	Yes

Becky Sullivan

Yes

**VI.3.a. Extra-Standard Releases**

**VI.3.b. Extra-Standard Appointments**

**VI.3.c. Classified Staff Releases**

**VI.3.d. Classified Staff Appointments**

**VI.3.e. Classified Staff Transfers**

**VI.3.f. Gifts**

**VII. SECOND OPPORTUNITY FOR PUBLIC TO BE HEARD**

President Boeve reminded those in attendance that this was their opportunity to address the Board on any issue. No one addressed the Board.

**VIII. DATES OF FUTURE BOARD MEETINGS**

President Boeve reminded the Board of upcoming meetings. President Boeve also acknowledged that this would be Corey Stutte's last Board meeting and he thanked Corey for his service on the Board.

**IX. MEDIA SPOKESPERSON**

Brady Rhodes will serve as the KHAS Radio spokesperson to review the November Board Meeting.

**X. ADJOURNMENT**

**Motion Passed:** Motion to approve the Consent Agenda as presented. Motion by Gollner, second by Stutte. By a viva voce vote, the motion passed 8-0.

Jim Boeve	Yes
John Bonham	Yes
Brent Gollner	Yes
Tracey Katzberg	Yes
Jessica Meeske	Yes
Brady Rhodes	Yes
Laura Schneider	Absent
Corey Stutte	Yes
Becky Sullivan	Yes

The meeting adjourned at 7:43 p.m.

Activity Fund 12-16

Check Number	Date	Payee	Amount
5182	12/7/16	ADKISSON, STEVE	\$140.00
5145	11/30/16	AWARDS UNLIMITED, INC	\$698.14
5183	12/7/16	BIG G ACE	\$727.40
5114	11/16/16	BSN SPORTS, INC.	\$385.12
5187	12/7/16	CASH	\$750.00
5186	12/7/16	CASH	\$250.00
5185	12/7/16	CASH	\$250.00
5184	12/7/16	CASH	\$30.00
5148	11/30/16	CASH	\$500.00
5147	11/30/16	CASH	\$300.00
5146	11/30/16	CASH	\$750.00
5128	11/22/16	CASH	\$750.00
5188	12/7/16	CASH-WA CANDY CO	\$408.68
5129	11/22/16	CASH-WA CANDY CO	\$44.60
5115	11/16/16	CASH-WA CANDY CO	\$78.71
5189	12/7/16	CASPER, CURTIS	\$70.00
5116	11/16/16	COIL, RANDY	\$90.00
5130	11/22/16	COMPETITIVE EDGE	\$168.00
5117	11/16/16	COMPETITIVE EDGE	\$1,963.00
5190	12/7/16	CORNHUSKER PRESS	\$779.75
5176	12/2/16	CREECH, LANCE HS	\$98.10
5191	12/7/16	DAVIDSON, GWEN SH	\$747.11
5118	11/16/16	DAVIDSON, GWEN SH	\$257.77
5131	11/22/16	DECA, INC.	\$40.00
5149	11/30/16	DILLIN, NICOLE	\$75.00
5132	11/22/16	EASTBAY, INC.	\$479.68
5150	11/30/16	EDMISTEN, SIERRA	\$150.00
5151	11/30/16	EILEENS COLOSSAL COOKIES, INC.	\$3,618.00
5152	11/30/16	FAJARDO-NORTON, DELTA SH	\$44.81
5192	12/7/16	FAN CLOTH PRODUCTS, LLC	\$5,764.00
5133	11/22/16	FUNKEY, KATIE HS	\$629.82
5153	11/30/16	FUNKEY, MAX	\$100.00
5154	11/30/16	GARCHOW, ERIC SH	\$1,730.03
5193	12/7/16	GOTHENBURG HIGH SCHOOL	\$50.00
5194	12/7/16	GRAND ISLAND SENIOR HIGH	\$265.00
5155	11/30/16	HARTMAN, DACIA	\$150.00
5156	11/30/16	HARTMAN, ROD	\$150.00
5134	11/22/16	HAUFF SPORTING GOODS	\$511.30
5195	12/7/16	HEDSTROM CARLA SH	\$20.00
5196	12/7/16	HOEGH, CODY	\$140.00
5197	12/7/16	HOFF CLEANERS, INC.	\$393.40

Activity Fund 12-16

5157	11/30/16	INK CREDIBLE INC.	\$1,041.00
5135	11/22/16	INK CREDIBLE INC.	\$363.80
5120	11/16/16	INK CREDIBLE INC.	\$231.50
5136	11/22/16	J & H ATHLETIC EQUIPMENT RECONDITIC	\$1,116.25
5198	12/7/16	JULIE'S EXPRESSIONS	\$368.00
5158	11/30/16	KEARNEY HIGH SCHOOL	\$165.00
5121	11/16/16	KEARNEY PUBLIC SCHOOLS	\$75.00
5177	12/2/16	KERR, THOMAS	\$18.00
5137	11/22/16	KIMLE, MICHELLE MS	\$7.97
5199	12/7/16	KUTA, ANDREW	\$90.00
5138	11/22/16	LANGUAGE AND FRIENDSHIP	\$3,278.25
5200	12/7/16	LAUX, BRIAN HS	\$10.00
5159	11/30/16	LINDBLAD, BRAD	\$90.00
5139	11/22/16	LINDBLAD, BRAD	\$90.00
5201	12/7/16	LITTLE CAESARS - HASTINGS	\$94.50
5140	11/22/16	LONG, MORGAN	\$73.14
5141	11/22/16	MARTIN, RYAN	\$90.00
5178	12/2/16	MASER, ADAM	\$150.00
5122	11/16/16	MAYS, GREG SH	\$25.00
5202	12/7/16	MENARDS	\$84.18
5142	11/22/16	MENARDS	\$269.93
5123	11/16/16	MILLER, EMMA	\$1,100.00
5203	12/7/16	MISKO SPORTS INC	\$520.00
5205	12/7/16	NCA	\$170.00
5204	12/7/16	NCA	\$45.00
5160	11/30/16	NE HIGH SCHOOL SPORTS HALL OF FAME	\$1,172.00
5206	12/7/16	NEW VICTORIAN INN & SUITES	\$719.88
5161	11/30/16	NORFOLK HIGH SCHOOL NFL	\$435.00
5207	12/7/16	OMAHA SOUTH HIGH SCHOOL	\$150.00
5162	11/30/16	PATTERSON MEDICAL SUPPLY, INC	\$623.84
5208	12/7/16	PEPSI OF HASTINGS -	\$459.00
5124	11/16/16	PEPSI OF HASTINGS -	\$76.50
5209	12/7/16	PITSCO	\$195.22
5210	12/7/16	PLAYSCRIPTS	\$15.14
5211	12/7/16	POORE, KYLE	\$140.00
5163	11/30/16	REIMER, JULIA	\$70.36
5164	11/30/16	ROSNO, TODD	\$300.00
5212	12/7/16	RUSS'S IGA	\$519.61
5165	11/30/16	RUSS'S IGA	\$25.74
5125	11/16/16	RUSS'S IGA	\$159.92
5179	12/2/16	SAMS CLUB DIRECT	\$199.98
5166	11/30/16	SANTOS, KYLE R.	\$225.00

Activity Fund 12-16

5213	12/7/16	SCHEEF, BENJAMIN	\$70.00
5214	12/7/16	SKILLS USA MID AMERICA	\$780.00
5167	11/30/16	SMITH, CONNER	\$150.00
5180	12/2/16	SORGENFREI, ELIZABETH HS	\$192.00
5215	12/7/16	SWAYZE, AMY	\$168.00
5126	11/16/16	SYNEK, DOUG	\$135.00
5168	11/30/16	THE TOTAL PACKAGE	\$79.96
5143	11/22/16	THE TOTAL PACKAGE	\$962.07
5169	11/30/16	THEOHARIS, TASIA	\$33.25
5171	11/30/16	US BANK	\$2,050.50
5170	11/30/16	US BANK	\$3,764.18
5216	12/7/16	VILLAGE INN-	\$558.35
5172	11/30/16	WEIDNER, AUSTIN	\$50.00
5181	12/2/16	WILLIAMS, BELLE	\$8.64
5217	12/7/16	WILLIAMS, JEREMY	\$140.00
5173	11/30/16	WILLIAMSON, NICOLE	\$150.00
5174	11/30/16	X-GRAIN SPORTSWEAR	\$1,890.00
5144	11/22/16	YANDAS MUSIC	\$61.60
5127	11/16/16	YANDAS MUSIC	\$300.00
5175	11/30/16	ZIMMERMAN PRINTING & SHIRT SHACK	\$150.96

## GENERAL FUND 12-16

Check Numb	Date	Payee	Amount
120210	12/19/16	3 - POINTS TIRE	\$16.00
120211	12/19/16	A & O GRANT CONSULTING	\$2,500.00
120212	12/19/16	A.R.M. PROPERTIES, LLC	\$1,475.00
120213	12/19/16	ACCESS ELEVATOR & LIFTS, INC.	\$13,000.00
120214	12/19/16	ADAMS COUNTY CLERK	\$2,330.25
120215	12/19/16	ALLENS OF HASTINGS, INC.	\$433.85
120216	12/19/16	AMERI-TECH INDUSTRIAL, INC.	\$742.38
120217	12/19/16	AMLE	\$214.98
120218	12/19/16	ANDERSON AUTO PARTS	\$238.79
120219	12/19/16	ANDERSON, JAMI	\$12.00
120220	12/19/16	APPLE, INC	\$149.99
120221	12/19/16	ARAMARK	\$2,021.29
120222	12/19/16	BAXTER, TAREN WA	\$87.80
120223	12/19/16	BEDLAN, SCOTT BUS	\$55.91
120224	12/19/16	BELIKOVA-ERICKSON, IRINA LO	\$99.24
120225	12/19/16	BEMAN'S APPLIANCE SERVICE, INC.	\$286.97
120226	12/19/16	BGNE, INC.	\$646.20
120227	12/19/16	BIG DALLY'S DELI	\$20.60
120228	12/19/16	BIG G ACE	\$991.63
120229	12/19/16	BLICK ART MATERIALS	\$1,123.52
120191	12/2/16	BONHAM, JOHN	\$164.70
120230	12/19/16	BOSILEVAC, MICHELE	\$27.52
120231	12/19/16	BOYS TOWN PRESS	\$61.90
120232	12/19/16	BRANT, CHARLA LO	\$129.64
120233	12/19/16	BRESEE, CAROLYN	\$181.25
120234	12/19/16	BROWN, ANDREA	\$1,220.94
120235	12/19/16	BURKE, MELISSA HA	\$30.00
120236	12/19/16	CAFFERTY, JASON WA	\$133.75
120237	12/19/16	CAREY'S PEST CONTROL	\$708.00
120238	12/19/16	CARMICHAEL CONSTRUCTION	\$326,953.47
120239	12/19/16	CASH-WA CANDY CO	\$29.64
120240	12/19/16	CENTRAL COMMUNITY COLLEGE - HA	\$70.00
120241	12/19/16	CENTRAL CONTRACTING CORPORATION	\$2,167.00
120242	12/19/16	CENTRAL NEBR REHAB SERVICES	\$10,996.80
120243	12/19/16	CENTRAL NEBRASKA BOBCAT	\$627.43
120244	12/19/16	CGSMUSIC	\$207.70
120245	12/19/16	CHARTWELLS DINING SERVICES	\$890.50
120150	11/17/16	CITY OF HASTINGS _15870	\$674.48
120246	12/19/16	CLARK, MADJIL	\$13.47
120151	11/17/16	COMMUNICATIONS ENGINEERING	\$11,522.00
120247	12/19/16	COMPETITIVE EDGE	\$129.00

GENERAL FUND 12-16

120248	12/19/16	COMPUTER HARDWARE, INC	\$1,854.00
120249	12/19/16	CONDITIONED AIR MECHANICALS	\$6,604.57
120250	12/19/16	CONYERS, DON BUS	\$22.00
120251	12/19/16	CORNHUSKER PRESS	\$2,307.66
120252	12/19/16	CPI/COOPERATIVE PRODUCERS, INC	\$5,614.68
120253	12/19/16	CRAMER, DICK BUS	\$10.27
120254	12/19/16	CREDIT BUREAU OF HASTINGS	\$45.00
120255	12/19/16	CROP PRODUCTION SERVICES, INC.	\$28.22
120256	12/19/16	CULLIGAN OF HASTINGS	\$243.40
120257	12/19/16	CUMMINS CENTRAL POWER, LLC	\$182.82
120258	12/19/16	DAS STATE ACCOUNTING - CENTRAL FINAN	\$238.96
120259	12/19/16	DEBRAAL, PAMELA	\$6.00
120260	12/19/16	DEMCO, INC.	\$531.39
120261	12/19/16	DETOUR KATHIE MS	\$88.41
120262	12/19/16	DIETZE MUSIC	\$44.48
120263	12/19/16	DOC HOLIDAY EXPRESS	\$798.00
120192	12/2/16	DUMAS, CHAD AD	\$157.41
120264	12/19/16	DUTTON-LAINSON	\$1,490.09
120193	12/2/16	EAGLE BUILDING SERVICES, LLC	\$5,000.00
120265	12/19/16	EAKES OFFICE SOLUTIONS	\$238.73
120266	12/19/16	EARL MAY SEED & NURSERY L.C.	\$31.99
120267	12/19/16	ECHO ELECTRIC SUPPLY	\$485.86
120268	12/19/16	ED SERV UNIT 6	\$510.00
120269	12/19/16	ED SERV UNIT 9	\$27,442.51
120270	12/19/16	EGAN SUPPLY COMPANY	\$4,921.73
120271	12/19/16	EJAZZLINES.COM	\$473.61
120272	12/19/16	EXCEPTIONAL TEACHING, INC	\$118.65
120273	12/19/16	FAMILY MEDICAL CENTER	\$230.00
120194	12/2/16	FARRIS CONSTRUCTION	\$16,500.00
120274	12/19/16	FASTENAL COMPANY	\$41.53
120275	12/19/16	FATHER FLANAGANS BOYS' HOME	\$250.00
120276	12/19/16	FIELDER, MONICA	\$48.13
120277	12/19/16	FLEETPRIDE	\$106.70
120278	12/19/16	FOLLETT SCHOOL SOLUTIONS, INC.	\$432.17
120279	12/19/16	GADGET GUY	\$72.75
120280	12/19/16	GOETZ, CAROLYN	\$29.94
120281	12/19/16	GOODWILL INDUSTRIES OF GREATER NE, I	\$4,234.23
120282	12/19/16	GOODWIN TUCKER GROUP	\$101.10
120283	12/19/16	GRACES LOCKSMITH SERVICE	\$58.50
120284	12/19/16	GUZMAN, KELIN	\$48.13
120152	11/17/16	HARRIS, NATHAN	\$12.75
120285	12/19/16	HARTWIG, CALVIN T.	\$13.50

## GENERAL FUND 12-16

120286	12/19/16	HASTINGS OUTDOOR POWER, LLC	\$699.00
120287	12/19/16	HASTINGS PUBLIC SCHOOLS	\$23.80
120288	12/19/16	HASTINGS SR HIGH-DECA	\$884.44
120289	12/19/16	HASTINGS TRIBUNE	\$1,339.53
120290	12/19/16	HASTINGS UTILITIES	\$53,161.64
120291	12/19/16	HERMAN, ART	\$30.78
120292	12/19/16	HIMMELBERG, CHARLEEN WA	\$21.11
120293	12/19/16	HOMETOWN LEASING	\$11,994.13
120294	12/19/16	HOUGHTON MIFFLIN HARCOURT	\$15,783.17
120195	12/2/16	HOWARD'S GLASS	\$8,306.00
120295	12/19/16	HOWARD'S GLASS	\$25.06
120296	12/19/16	IMAGE MARKET	\$333.20
120297	12/19/16	INGRAM LIBRARY SERVICES	\$909.29
120298	12/19/16	INTEGRATED SECURITY SOLUTIONS	\$4,822.00
120299	12/19/16	INTERSTATE ALL BATTERY	\$102.15
120300	12/19/16	ISLAND SUPPLY WELDING	\$131.29
120301	12/19/16	ITZEN, BRIAN	\$24.58
120302	12/19/16	J & M STEEL	\$75.00
120303	12/19/16	J W PEPPER & SONS INC.	\$1,408.60
120304	12/19/16	JANK JOEL K MS	\$72.84
120305	12/19/16	JERRY SPADY CHEVROLET,GMC, CADILLAC	\$1,785.87
120306	12/19/16	JIMMY JOHNS - HASTINGS	\$56.00
120307	12/19/16	JOHNSON, KAYLA HStart	\$50.22
120308	12/19/16	JONES SCHOOL SUPPLY	\$200.18
120196	12/2/16	KAUTZ, CRAIG	\$89.85
120309	12/19/16	KEELE, WENDY	\$1,072.90
120310	12/19/16	KIMLE, MICHELLE MS	\$260.16
120311	12/19/16	KINLEY, JILL	\$73.98
120312	12/19/16	KLOPPENBORG, TORREY BUS	\$40.00
120313	12/19/16	KNOWBUDDY RESOURCES	\$421.14
120197	12/2/16	KUCERA PAINTING	\$3,260.00
120314	12/19/16	KUHLMANN, CRISTA	\$32.00
120315	12/19/16	KULLY PIPE & STEEL CO	\$2,065.81
120316	12/19/16	LAMKEN MARY LI	\$15.00
120317	12/19/16	LCL TRUCK EQUIPMENT, INC.	\$97.75
120318	12/19/16	LIBRARY STORE	\$101.14
120319	12/19/16	LINCOLN ELEMENTARY	\$50.00
120320	12/19/16	LITTLE CAESARS - HASTINGS	\$33.75
120198	12/2/16	LOVE AND LOGIC INSTITUTE, INC.	\$99.00
120199	12/2/16	LOYA, JESSICA	\$39.95
120321	12/19/16	LUNCHTIME SOLUTIONS, INC	\$142,183.07
120322	12/19/16	MAAR, RAQUEL	\$13.75

## GENERAL FUND 12-16

120153	11/17/16	MALESKER, ROBERT	\$339.80
120323	12/19/16	MATHESON TRI-GAS, INC	\$582.82
120324	12/19/16	MATT FRIEND TRUCK EQUIPMENT, INC.	\$6,779.00
120325	12/19/16	MAXI AIDS	\$143.72
120326	12/19/16	MCCARTY, COURTNEY	\$125.00
120327	12/19/16	McDERMOTT & MILLER	\$10,700.00
120328	12/19/16	MCMURRAY, GLENDA LO	\$221.88
120329	12/19/16	MENARDS	\$1,610.42
120330	12/19/16	MID-CITY AUTO SUPPLY, INC.	\$75.00
120331	12/19/16	MID-STATES AUTOMATION & CONTROL IN	\$1,291.00
120332	12/19/16	MID-WEST 3D SOLUTIONS	\$1,039.00
120333	12/19/16	MIDWEST CONNECT	\$4,000.00
120200	12/2/16	MOSS, DONNA	\$596.28
120334	12/19/16	MSC INDUSTRIAL SUPPLY	\$480.74
120335	12/19/16	NAPA AUTO PARTS	\$1,509.87
120336	12/19/16	NAPOLI'S ITALIAN RESTAURANT	\$350.25
120154	11/17/16	NASCO	\$725.68
120337	12/19/16	NCS PEARSON, INC	\$3,283.93
120338	12/19/16	NE ASSN OF SCHOOL BOARDS	\$151.00
120339	12/19/16	NE COUNCIL OF SCHOOL ADMIN	\$115.00
120340	12/19/16	NE SAFETY CENTER @ UNK	\$150.00
120341	12/19/16	NEBRASKA CENTRAL EQUIPMENT	\$433.22
120342	12/19/16	NEBRASKA-IOWA IND FASTENER	\$391.89
120343	12/19/16	NEUHART, BETHANY	\$34.07
120344	12/19/16	O'REILLY AUTO PARTS	\$86.61
120345	12/19/16	OLSON, TERI	\$63.89
120346	12/19/16	ONESOURCE THE BACKGROUND CHECK CC	\$745.00
120347	12/19/16	OVERHEAD DOOR	\$46.75
120348	12/19/16	PARDE, BARBARA HA	\$6.96
120155	11/17/16	PAYFLEX SYSTEMS USA INC	\$2,217.95
120349	12/19/16	PAYFLEX SYSTEMS USA INC	\$709.65
120350	12/19/16	PAYROLL MAXX	\$517.50
120351	12/19/16	PC PARTS PLUS	\$119.98
120201	12/2/16	PEDIATRIC DENTAL SPECIALISTS	\$30.00
120352	12/19/16	PEDROZA, MELISSA	\$86.40
120353	12/19/16	PERDEW, KATHY	\$64.80
120354	12/19/16	PEREDA-CARREON, ROSALINDA	\$41.25
120355	12/19/16	PERRY, GUTHERY, HAASE & GESSFORD PC	\$5,787.50
120356	12/19/16	PETERSON, KATHRYN	\$21.24
120357	12/19/16	PFEIL, CHRISTINA	\$283.72
120358	12/19/16	PHOENIX LEARNING SYSTEMS	\$3,645.00
120359	12/19/16	PHYS THERAPY & SPORT REHAB	\$11,097.41

## GENERAL FUND 12-16

120360	12/19/16	PLATTE VALLEY COMMUNICATIONS	\$2,898.50
120202	12/2/16	POWERSCHOOL GROUP, LLC	\$500.00
120203	12/2/16	PRESTIGE GROUP INC.	\$3,875.00
120361	12/19/16	QUIZNOS SUB	\$240.05
120362	12/19/16	REALLY GOOD STUFF	\$170.11
120363	12/19/16	RODRIGUEZ, SARAH	\$77.76
120364	12/19/16	ROGERS	\$927.95
120204	12/2/16	RUHTER AUCTION & REALTY INC.	\$616.00
120365	12/19/16	RUNDLE, JOCELYN	\$78.03
120366	12/19/16	RUSS'S IGA	\$527.47
120367	12/19/16	RUTTS HEATING & AIR CONDITIONING INC	\$435.00
120205	12/2/16	SAMS CLUB DIRECT	\$76.69
120206	12/2/16	SATCO SUPPLY	\$32.04
120368	12/19/16	SCHMITT MUSIC COMPANY	\$2,078.00
120369	12/19/16	SCHNEIDER, JEFF	\$164.26
120370	12/19/16	SCHOLASTIC READING CLUB	\$94.50
120371	12/19/16	SCHULTZ, AMBER	\$182.68
120372	12/19/16	SHERWIN-WILLIAMS CO	\$23.39
120156	11/17/16	SIEBRASS, TERRI	\$133.68
120373	12/19/16	SIEBRASS, TERRI	\$25.92
120374	12/19/16	SMITH, HEIDI	\$40.94
120375	12/19/16	STAPLES ADVANTAGE	\$392.41
120208	12/9/16	STATE OF NEBRASKA	\$30.00
120376	12/19/16	STELLING BRASS & WINDS INC.	\$387.75
120377	12/19/16	STRATASYS, INC.	\$4,562.51
120378	12/19/16	STUHR MUSEUM-EDUCATION DEPT.	\$1,972.00
120379	12/19/16	SUPPLYWORKS	\$275.91
120380	12/19/16	SVOBODA, DEBBIE	\$29.70
120381	12/19/16	SWAYZE, AMY	\$274.91
120382	12/19/16	SYNCB/AMAZON	\$2,145.61
120157	11/17/16	T-C CEILINGS, INC.	\$13,200.00
120383	12/19/16	TAESE/USU	\$210.00
120384	12/19/16	TEACHER SYNERGY, LLC	\$45.99
120158	11/17/16	THE MANDT SYSTEM, INC	\$75.00
120385	12/19/16	THE TOTAL PACKAGE	\$118.17
120386	12/19/16	TITAN MACHINERY	\$54.04
120387	12/19/16	TOTAL RECOGNITION	\$1,075.80
120388	12/19/16	TRACTOR SUPPLY CO	\$79.99
120389	12/19/16	TRIMBLE, LAUREN	\$14.10
120390	12/19/16	TSA TEAMS	\$300.00
120391	12/19/16	UNIVERSITY OF NEBRASKA- LINCOLN	\$150.00
120392	12/19/16	UPSTART	\$368.90

## GENERAL FUND 12-16

120207	12/2/16	US BANK	\$10,122.49
120393	12/19/16	VARITRONICS, LLC	\$684.37
120394	12/19/16	VERIZON WIRELESS	\$1,243.91
120159	11/17/16	VIRCO, INC.	\$11,972.05
120395	12/19/16	VOYA	\$149.85
120396	12/19/16	W.G. PAULEY LUMBER COMPANY	\$355.79
120397	12/19/16	WARE, ANDREW BUS	\$7.50
120398	12/19/16	WEBER STUDIO	\$50.00
120399	12/19/16	WESEMAN, CREIGHTON	\$11.79
120209	12/9/16	WOLF, MARY	\$67.14
120400	12/19/16	WOODWARDS DISPOSAL SERVICE	\$3,527.74
120401	12/19/16	YANDAS MUSIC	\$174.78
120402	12/19/16	YANT EQUIPMENT COMPANY	\$439.16
120403	12/19/16	ZIEMBA ROOFING CO	\$118.00

<b>GENERAL FUND</b>			
November, 2016			
Balance September 30, 2016			\$ 8,938,656.52
October & November Receipts			
	Taxes	\$ 860,931.63	
	State of Nebraska	\$ 4,443,095.31	
	Other	\$ 40,609.69	
			\$ 5,344,636.63
October & November Disbursements			\$ 6,614,928.10
Balance November 30, 2016			\$ 7,668,365.05
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<b>GENERAL FUND</b>			
December Projections for General Fund			
General Fund Balance 11/30/2016			\$ 7,668,365.05
Projected General Fund Receipts for December			
	Taxes	\$ 1,000,000.00	
	Other Receipts	\$ 2,500,000.00	\$ 3,500,000.00
Less Obligations:			
	Outstanding Checks	\$ 110,485.67	
	Vendors To Be Paid in December	\$ 282,000.00	
	December Payroll	\$ 3,000,000.00	\$ 3,392,485.67
<b>PROJECTED DECEMBER GENERAL FUND BALANCE</b>			<b>\$ 7,775,879.38</b>

QUALIFIED CAPITAL OUTLAY FUND

November, 2016

Balance September 30, 2016			\$ 1,732,395.87
October & November Receipts:			
Taxes	\$	29,509.81	
Interest	\$	477.67	
Other			\$ 29,987.48
October & November Disbursements:			
Bond Principal Payment	\$	140,000.00	
Bond Interest Payment	\$	68,732.50	
Other Payments	\$	900.00	
			\$ 209,632.50
Balance November 31, 2016			\$ 1,552,750.85

Bond Principal Payment due in 16-17	\$	140,000.00	pd
Bond Interest Payment due in 16-17	\$	222,812.00	
Sinking Fund Transfer due in 16-17	\$	110,000.00	pd

Balance of Sinking Account	\$	1,552,750.85	
Outstanding Bonds	\$	7,065,000.00	
Outstanding Interest	\$	3,033,785.50	

**SUMMARY OF FUND BALANCES**

December, 2016

	<b>Lunch</b>	<b>Special Building Fund</b>	<b>Employee Benefit</b>
Balance 09-30-16	\$399,365.73	\$13,739.04	\$227,645.17
Oct & Nov Receipts	\$413,437.94	\$4.44	\$72.22
Oct & Nov Disbursements	\$389,121.81		\$2,475.38
Balance 11-30-16	\$423,681.86	\$13,743.48	\$225,242.01

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**Depreciation Fund**

December, 2016

Balance 09/30/16	\$1,202,710.72
Oct & Nov Receipts	\$353.40
Oct & Nov Disbursements	\$1,992.00
Balance 09/30/16	\$1,201,072.12

	Budgeted	Balance
Instruments	\$20,000.00	\$9,738.00
Uniforms	\$20,000.00	\$11,192.60
Roofs	\$250,000.00	\$250,000.00
Transportation	\$250,000.00	\$250,000.00
Equipment	\$300,000.00	\$300,000.00
Data/Security/Infrastructure	\$200,000.00	\$200,000.00
Miscellaneous	\$150,000.00	\$150,000.00
		\$1,170,930.60

Projected 08-31-17	\$30,141.52
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Financial Reports  
December, 2016

<b>COOPERATIVE FUND</b>			
November, 2016			
Balance September 30, 2016			\$ 1,519,585.01
October & November Receipts			
	Interest	\$ 464.82	
	Other Receipts		\$ 464.82
Less Orders Issued in October & November			\$ 16,425.00
Actual Balance on November 30, 2016			\$ 1,503,624.83
* * * * *			
Projects Already Approved:			
<b>High School</b>	Bathrooms - Center	\$ 1,770.00	
	ReWrap pipes in Tunnel	\$ 2,000.00	
	Waterproof east wall of North Gym	\$ 2,500.00	
	Paint ceilings/pipes in locker rooms	\$ 3,711.44	
	Utility Cabinets	\$ 11,000.00	
<b>Alcott</b>	Patch playground	\$ 3,500.00	
<b>Hawthorne</b>	JACE	\$ 5,000.00	
	Restroom partitions	\$ 5,500.00	
<b>Other</b>	Flooring throughout district		
	Filtration on pneumatic control systems	\$ 1,500.00	
	Painting	\$ 5,000.00	
	Asphalt/Concrete throughout district	\$ 56,034.00	
<b>Miscellaneous</b>	Contingency for Elementary Buildings	\$ 186,800.00	
	Bank Charges	\$ 780.00	
	Total for projects		\$ 285,095.44
<b>Fund Balance</b>			<b>\$ 1,218,529.39</b>

**Elementary Construction Fund**  
November, 2016

Balance September 30, 2016		\$ 3,610,746.43
October-November Receipts	Interest	\$ 1,014.61
Less Orders Issued in October & November		\$ 603,031.23
Actual Balance on September 30 , 2016		\$ 3,008,729.81

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**Contracts Already Approved:**

	Contract	Paid	Balance
Central Contracting Corp	\$ 3,086,367.00	\$ 3,049,640.15	\$ 36,726.85
Farris Construction - WA	\$ 4,167,356.00	\$ 4,167,356.00	\$ -
Kucirek Engineering	\$ 561,000.00	\$ 544,408.14	\$ 16,591.86
Cannon Moss Brygger & Assoc	\$ 1,048,567.18	\$ 1,023,793.40	\$ 24,773.78
Rutt's Heating - LO	\$ 375,000.00	\$ 375,000.00	\$ -
K-T Heating - AL	\$ 316,448.00	\$ 316,448.00	\$ -
Carmichael Const - LI	\$ 2,431,586.00	\$ 2,431,437.73	\$ 148.27
Carmichael Const - AL	\$ 5,208,600.00	\$ 1,454,891.31	\$ 3,753,708.69

**Misc Payments:**

A & D Techical Supply	\$ 46,658.50
A & E Electric	\$ 2,474.80
Advanced Electric	\$ 3,847.10
Amazon.com	\$ 2,819.69
American Fence	\$ 8,174.00
Bob Stahla Mobile Homes	\$ 427.00
BWJW Enterprise	\$ 50,559.60
Cannon Moss Brygger	\$ 89.10
Communications Engineering	\$ 38,338.50
Consolidated Concrete	\$ 1,960.45
Eakes Office Plus	\$ 4,095.00
ESA Inc	\$ 29,450.00
Farris	\$ 16,628.00
Hastings Utilities	\$ 34,541.35
Heartland Concrete	\$ 42,551.89
J&M Steel	\$ 14,400.00
Kucera Painting	\$ 6,000.00
Kucirek Engineering	\$ 5,000.00
Macgill & Co	\$ 2,284.21
Menard's	\$ 106.24
Midwest Construction	\$ 1,120.00
N.G.E. Inc.	\$ 3,605.00
Nebr Liquid Asset Fund	\$ 5,952.01

Financial Reports  
December, 2016

## INVESTMENT REPORT

October & November, 2016

### General Fund

2015-2016 Total Interest Earned		\$24,619.61
Super Now Account, Heritage Bank 2016-2017 Interest Earned	\$130,005.26	\$15.76
NLAF 2016-2017 Interest Earned	\$3,055,361.46	\$1,247.43
Heritage Bank, Repo Account 2016-2017 Interest Earned	\$4,233,694.44	\$1,861.48
2016-2017 Interest Earned		\$3,124.67

### Special Buildings Fund

2015-2016 Total Interest Earned		\$7.82
Heritage Bank, Repo Account 2016-2017 Interest Earned	\$13,743.48	\$5.66

### Employee Benefit Fund

2015-2016 Total Interest Earned		\$270.23
Heritage Bank, Repo Account 2016-2017 Interest Earned	\$207,325.48	\$93.22
NLAF 2016-2017 Interest Earned	\$20,391.91	\$7.61
2016-2017 Interest Earned		\$100.83

### Lunch Fund

2015-2016 Total Interest Earned		\$201.86
Heritage Bank, Repo Account 2016-2017 Interest Earned	\$307,338.24	\$127.45

## INVESTMENT REPORT

### Depreciation Fund

2015-2016 Total Interest Earned		\$3,732.27
Heritage Bank, Repo Account 2016-2017 Interest Earned	\$676,821.74	\$279.04
NLAF 2016-2017 Interest Earned	\$527,052.36	\$196.74
2016-2017 Interest Earned		\$475.78

### Cooperative Fund

2015-2016 Total Interest Earned		\$3,399.12
Heritage Bank, Repo Account 2016-2017 Interest Earned	\$1,021,701.91	\$421.65
NLAF 2016-2017 Interest Earned	\$526,832.42	\$196.66
2016-2017 Interest Earned		\$618.31

# Hastings Public Schools District 18

## Board Agenda Report

Fiscal Year: 2016-2017

From Date: 10/1/2016 To Date: 11/30/2016

Subtotal by Collapse Mask   
  Include pre encumbrance   
  Print accounts with zero balance   
  Filter Encumbrance Detail by Date Range  
 Exclude inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.1100.0000.000.00	Totals	\$21,043,293.00	\$3,253,589.88	\$4,976,575.78	\$16,066,717.22	\$13,352,906.03	\$2,713,811.19	12.90%
	PROGRAM: Instruction - 1100	\$21,043,293.00	\$3,253,589.88	\$4,976,575.78	\$16,066,717.22	\$13,352,906.03	\$2,713,811.19	12.90%
01.1200.0000.000.00	Totals	\$7,195,134.00	\$1,237,739.66	\$1,842,501.41	\$5,352,632.59	\$4,667,794.12	\$684,838.47	9.52%
	PROGRAM: School Age Special Education - 1200	\$7,195,134.00	\$1,237,739.66	\$1,842,501.41	\$5,352,632.59	\$4,667,794.12	\$684,838.47	9.52%
01.1300.0000.000.00	Totals	\$14,535.00	\$150.00	\$662.90	\$13,872.10	\$0.00	\$13,872.10	95.44%
	PROGRAM: High Ability Learner Program - 1300	\$14,535.00	\$150.00	\$662.90	\$13,872.10	\$0.00	\$13,872.10	95.44%
01.1900.0000.000.00	Totals	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%
	PROGRAM: Undesignated - 1900	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%
01.2100.0000.000.00	Totals	\$725,594.00	\$110,720.16	\$168,410.97	\$557,183.03	\$465,424.80	\$91,758.23	12.65%
	PROGRAM: Support Services - Pupils - 2100	\$725,594.00	\$110,720.16	\$168,410.97	\$557,183.03	\$465,424.80	\$91,758.23	12.65%
01.2200.0000.000.00	Totals	\$1,790,687.00	\$222,744.73	\$339,252.21	\$1,451,434.79	\$838,469.48	\$612,965.31	34.23%
	PROGRAM: Support Service - Staff - 2200	\$1,790,687.00	\$222,744.73	\$339,252.21	\$1,451,434.79	\$838,469.48	\$612,965.31	34.23%
01.2300.0000.000.00	Totals	\$1,847,775.00	\$167,199.18	\$252,371.50	\$1,595,403.50	\$590,898.05	\$1,004,505.45	54.36%
	PROGRAM: General Administration - 2300	\$1,847,775.00	\$167,199.18	\$252,371.50	\$1,595,403.50	\$590,898.05	\$1,004,505.45	54.36%
01.2400.0000.000.00	Totals	\$2,071,215.00	\$334,133.26	\$507,774.30	\$1,563,440.70	\$1,446,291.50	\$117,149.20	5.66%
	PROGRAM: Office of Principal - 2400	\$2,071,215.00	\$334,133.26	\$507,774.30	\$1,563,440.70	\$1,446,291.50	\$117,149.20	5.66%
01.2500.0000.000.00	Totals	\$1,237,950.00	\$207,152.78	\$261,981.50	\$975,968.50	\$249,312.99	\$726,655.51	58.70%
	PROGRAM: Business Administration - 2500	\$1,237,950.00	\$207,152.78	\$261,981.50	\$975,968.50	\$249,312.99	\$726,655.51	58.70%
01.2600.0000.000.00	Totals	\$3,770,635.00	\$525,715.76	\$835,216.71	\$2,935,418.29	\$1,392,251.34	\$1,543,166.95	40.93%
	PROGRAM: Operation and Maintenance of Plant - 2600	\$3,770,635.00	\$525,715.76	\$835,216.71	\$2,935,418.29	\$1,392,251.34	\$1,543,166.95	40.93%
01.2700.0000.000.00	Totals	\$1,066,655.00	\$174,911.41	\$247,124.96	\$819,530.04	\$400,689.33	\$418,840.71	39.27%
	PROGRAM: Transportation - 2700	\$1,066,655.00	\$174,911.41	\$247,124.96	\$819,530.04	\$400,689.33	\$418,840.71	39.27%
01.3100.0000.000.00	Totals	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	100.00%
	PROGRAM: Textbook Load Program - 3100	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	100.00%
01.3400.0000.000.00	Totals	\$75,000.00	\$10,607.53	\$17,057.90	\$57,942.10	\$43,802.19	\$14,139.91	18.85%
	PROGRAM: HMS Band - 3400	\$75,000.00	\$10,607.53	\$17,057.90	\$57,942.10	\$43,802.19	\$14,139.91	18.85%
01.3500.0000.000.00	Totals	\$65,900.00	\$3,406.12	\$5,109.51	\$60,790.49	\$15,330.19	\$45,460.30	68.98%
	PROGRAM: State Programs - 3500	\$65,900.00	\$3,406.12	\$5,109.51	\$60,790.49	\$15,330.19	\$45,460.30	68.98%
01.4200.0000.000.00	Totals	\$936,801.00	\$159,407.63	\$241,222.58	\$695,578.42	\$665,580.66	\$29,997.76	3.20%
	PROGRAM: Gr. Title I - 4200	\$936,801.00	\$159,407.63	\$241,222.58	\$695,578.42	\$665,580.66	\$29,997.76	3.20%
01.4300.0000.000.00	Totals	\$136,790.00	\$11,442.46	\$17,475.29	\$119,314.71	\$36,584.46	\$82,730.25	60.48%
	PROGRAM: Gr. Title II Part A - 4300	\$136,790.00	\$11,442.46	\$17,475.29	\$119,314.71	\$36,584.46	\$82,730.25	60.48%
01.4400.0000.000.00	Totals	\$896,309.00	\$158,862.23	\$247,218.72	\$649,090.28	\$675,942.30	(\$26,852.02)	-3.00%
	PROGRAM: IDEA Pt B Spec Ed - PreK - 4400	\$896,309.00	\$158,862.23	\$247,218.72	\$649,090.28	\$675,942.30	(\$26,852.02)	-3.00%
01.4700.0000.000.00	Totals	\$38,213.00	\$4,430.57	\$4,430.57	\$33,782.43	\$3,138.45	\$30,643.98	80.19%

# Hastings Public Schools District 18

## Board Agenda Report

Fiscal Year: 2016-2017

From Date: 10/1/2016 To Date: 11/30/2016

Subtotal by Collapse Mask  Include pre encumbrance  Print accounts with zero balance  Filter Encumbrance Detail by Date Range  
 Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.4900.0000.0.00.00	PROGRAM: Perkins Vocational Grant - 4700	\$38,213.00	\$4,430.57	\$4,430.57	\$33,782.43	\$3,138.45	\$30,643.98	80.19%
Totals		\$224,516.00	\$24,051.80	\$34,392.25	\$190,123.75	\$96,897.37	\$33,226.38	41.52%
01.6000.0000.0.00.00	PROGRAM: Other Federal Program - 4900	\$224,516.00	\$24,051.80	\$34,392.25	\$190,123.75	\$96,897.37	\$33,226.38	41.52%
Totals		\$222,400.00	\$0.00	\$161.75	\$222,238.25	\$0.00	\$222,238.25	99.93%
01.8000.0000.0.00.00	PROGRAM: Summer School - 6000	\$222,400.00	\$0.00	\$161.75	\$222,238.25	\$0.00	\$222,238.25	99.93%
Totals		\$68,600.00	\$0.00	\$0.00	\$68,600.00	\$0.00	\$68,600.00	100.00%
01.9000.0000.0.00.00	PROGRAM: Fund Transfers - 8000	\$68,600.00	\$0.00	\$0.00	\$68,600.00	\$0.00	\$68,600.00	100.00%
Totals		\$70,518.00	\$8,662.94	\$9,232.35	\$61,285.65	\$991.50	\$60,294.15	85.50%
01.9000.0000.0.00.00	PROGRAM: OTHER PROGRAMS - 9000	\$70,518.00	\$8,662.94	\$9,232.35	\$61,285.65	\$991.50	\$60,294.15	85.50%
<b>Grand Total:</b>		\$43,525,520.00	\$6,614,928.10	\$10,008,173.16	\$33,517,346.84	\$24,942,304.76	\$8,575,042.08	19.70%

End of Report

## GOOD NEWS

1. Congratulations to Hastings Public Schools psychologists and students. To celebrate National School Psychology Week with the theme of Small Steps Change Lives, the district psychologists wanted to do something “small” that could make a big change in the lives of people in our community so they sponsored a sock drive. They spoke with each class in their buildings, K-8, about school psychology and how each of us can do something to help change lives for the better. They challenged the classrooms to participate in the sock drive. They purchased one large Eileen’s cookie per building to give to the classroom who donated the most new socks. Students K-8 contributed 2,898 pairs of socks. The breakdown of donations was: Alcott – 192 pairs; Hawthorne – 855 pairs; Lincoln 324 pairs; Longfellow 696 pairs; Watson 606 pairs; and Middle School 421 pairs.
  
2. Six Hastings Public Schools staff members (Chad Dumas, Amy Kelly, Montessa Muñoz, Michael Nanfite, Michelle Rehbein, and Lawrence Tunks) presented at the Annual Learning Forward Conference in Vancouver, British Columbia. Their presentation was an elongated version of the NASB and Administrator Day’s “Impossible Excellence.” Their presentation was attended by participants from Oklahoma, Iowa, Alberta, and British Columbia. With more than 3,300 attendees from all over the United States, Canada, and 14 other countries, they gained powerful insights into effective professional learning strategies--from engaging students to implementing best practice, from soliciting parent questions to understanding the most current research, from creating cultures of commitment to increasing the effectiveness of classroom walkthroughs. In addition, Director of Learning, Chad Dumas, was recognized by the Learning Forward Foundation at the recent Learning Forward Annual Conference in Vancouver, British Columbia. Dr. Dumas was involved with writing and receiving a competitive grant for Learning Forward Nebraska that builds the capacity of Nebraska educators to understand and use the Standards of Professional Learning.
  
3. Congratulations to the following Hastings High Athletes who received 2016-17 Nebraska Chiropractic Physicians Association (NCPA) Academic All-State Awards:

Boys Cross Country

Thomas Kerr  
Nicholas Lewis

Girls Cross-Country

Phoebe Dunbar  
Leah Smith

Football

Vincent Schmidt  
Bryant Warrick

Girls Golf

Anna Cafferty  
Lauren Canady

Softball

Jennifer Boeve  
Julia Reimer

Boys Tennis

Benjamin Howie  
Nathan Zimmerman

Volleyball

Amanda Karr  
Kelsey Ripperger

**GRANT AGREEMENT**  
between  
**Nebraska Emergency Management Agency (NEMA)**  
And  
**Hastings Public School**

**PROJECT TITLE: Longfellow Elementary School Safe Room**

**GRANT AGREEMENT NO: 4225**

**PROJECT NO: 0022**

**FEDERAL TAX ID#: 47-6001013**

**DUNS No: 13-241-8039**

**FIPS Code: 001-03D52-00**

**CFDA #: 97.039 (Hazard Mitigation Grant Program)**

**SCOPE OF WORK**

This Grant Assistance Agreement (AGREEMENT) is to provide Hastings Public Schools (SUBGRANTEE) with federal assistance from the Hazard Mitigation Grant Program funds for the above-referenced mitigation grant. The federal share shall not exceed \$787,500.00 or 75% of actual allowable project costs, whichever is less. The SUBGRANTEE shall provide at least \$262,500.00 (25%) through local non-federal (cash and/or in-kind) sources for actual allowable project costs. These funds are to assist the SUBGRANTEE with completing the approved scope of work in accordance with the work schedule, milestones, and scope of work that was submitted to and approved by the Nebraska Emergency Management Agency (NEMA) and the Federal Emergency Management Agency (FEMA). Any changes to the approved scope of work and/or amount budgeted must be submitted to and approved by NEMA prior to executing the changes. The SUBGRANTEE is required to obtain all necessary permits before construction begins.

**AGREEMENTS**

NEMA will provide financial oversight and management in the role of GRANTEE based on the grant guidance, the grant financial guide and all other applicable State and federal guidelines. The GRANTEE will provide technical assistance and direction to the SUBGRANTEE on programmatic and financial requirements. The GRANTEE will provide all appropriate documents and forms and make payments to the SUBGRANTEE to complete the approved scope of work.

The GRANTEE is responsible for monitoring SUBGRANTEE activities to provide reasonable assurance that the SUBGRANTEE administers federal awards in compliance with federal and State requirements. Responsibilities include the accounting of receipts and expenditures, cash management and the maintaining of adequate financial records.

Additionally, the SUBGRANTEE will be monitored quarterly by the GRANTEE to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of quarterly reporting, reviewing of expenditures for reimbursement, and when necessary; on-site monitoring. Monitoring will involve

the review and analysis of the financial, programmatic, and administrative issues relative to the program, and will identify areas where technical assistance and other support may be needed.

The SUBGRANTEE will pass appropriate resolutions to assure NEMA that it is participating, and will continue to participate, in the National Flood Insurance Program, if mapped.

The SUBGRANTEE and the SUBGRANTEE's AUTHORIZED REPRESENTATIVE agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

## **I. ACTIVITY COMPLETION TIMEFRAME**

The approved activity completion timeframe for this grant is from 11/21/2016 through 6/21/19. All work must be completed prior to the activity completion timeframe ending. The SUBGRANTEE shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date of the activity completion timeframe.

If a time extension is needed it must be requested at least 75 days prior to the activity completion timeframe end date. All requests must be supported by adequate justification submitted to NEMA in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended activity completion timeframe; and a description of performance measures necessary to complete the project. Without the justification, extension requests will not be processed.

## **II. AUTHORITIES AND REFERENCES.**

The SUBGRANTEE shall comply with all applicable laws, regulations and policies as defined in the State of Nebraska Hazard Mitigation Administrative Plan. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- OMB Circular A-102 – Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments as implemented in 44 CFR Part 13
- Title 2 CFR Part 225 (OMB Circular A-87) – Cost Principles for State and Local Governments
- OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations
- Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5133, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA)
- Title 44 of the Code of Federal Regulations (CFR)
- SUBGRANTEE's application that was received and approved by NEMA and FEMA
- State of Nebraska Administrative Plan for the Hazard Mitigation Grant Program

### **III. GRANT MANAGEMENT SYSTEM**

To ensure that federal funds are awarded and expended appropriately, the SUBGRANTEE will establish and maintain a grant management system. The standards for SUBGRANTEE organizations stem from the Office of Management and Budget's (OMB) Uniform Administrative Requirements and Cost Principles. State, local and tribal organizations must follow the uniform administrative requirements standards in OMB Circular A-102, and cost principle standards in OMB Circular A-87. These standards combined with the audit standards provided within OMB Circular A-133, plus the requirements of the federal Cash Management Improvement Act constitute the basis for all policies, processes and procedures set forth in this grant management system for the SUBGRANTEE.

The SUBGRANTEE's grant management system must:

- Include internal controls based on the American Institute for Certified Public Accountant's (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- Include a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant or program
- Be in compliance with the Cash Management Improvement Act (CMIA), good business processes and Generally Accepted Accounting Principles (GAAP)
- Include procedures to minimize federal cash on hand
- Include the ability to track expenditures on a cash or accrual basis
- Include the ability to track expenditures in both financial and program budgets
- Include procedures to document all grant-related expenditures
- Include procedures to ensure expenditures are eligible and allowable
- Include the ability to fulfill government-required financial reporting forms

### **IV. PROCUREMENT**

This agreement requires that all procurement is executed by the SUBGRANTEE. Procurement standards must be in accordance with the written adopted procedures of the SUBGRANTEE, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in the 44 CFR. The SUBGRANTEE will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

### **V. AUDIT**

SUBGRANTEE must comply with the requirements of the Single Audit Act Amendments of 1996 and the Office of Management and Budget (OMB) Circular A-133. Reference: Catalog of Federal Domestic Assistance (CFDA) 97.039 Hazard Mitigation Grant Program.

## VI. PAYMENT REQUEST PROCESS

Payments to SUBGRANTEES are based on eligible expenditures that are specifically related to the approved grant budget and scope of work. SUBGRANTEES can request **Reimbursement** for allowable expenditures already paid at anytime during the activity completion timeframe.

Payments shall be limited to the documented cash requirements submitted by the SUBGRANTEE. The SUBGRANTEE must submit a completed Payment Request Form and provide supporting documentation of eligible project costs to receive payment of funds.

Reimbursement requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.).

Payment of funds will not be made to a SUBGRANTEE until NEMA has this grant agreement signed and on file.

## VII. Match Verification

The maximum federal share to this mitigation grant cannot exceed 75% of eligible grant expenditures. Therefore, the matching funds (cash and in-kind) must be at least 25% of eligible grant expenditures. The subgrantee is responsible for submitting proof of the local **non-federal** match that was used for their mitigation grant to NEMA. Expenditures must be in accordance with the approved scope of work and budget and in accordance with the 44 Code of Federal Regulations (CFR), Section 13.24, "Matching or cost sharing"

Cash match can be money contributed to the subgrantee by the subgrantee, other public agencies and institutions, private organizations and individuals as long as it comes from a non-federal source. Cash spent must be for allowable costs in accordance with the SUBGRANTEE's approved scope of work and budget and must be applicable to the period to which the cost sharing or matching requirement applies.

In-kind match must comply with the requirements of the 44 CFR, Section 13.24 (matching or cost sharing). The value of in-kind contributions is also applicable to the period to which the cost sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing the in-kind services. The in-kind match must be specifically stated in the SUBGRANTEE's scope of work and budget before in-kind match will be allowed to match any mitigation grant. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, the value, a statement to the effect that the value is normally charged, and a statement that the value is being waived on behalf of the subgrantee to meet the matching requirements to the subgrantee's mitigation grant or a spreadsheet detailing in-kind contributions certified by the Authorized Representative.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this award.

## **VIII. REPORTING REQUIREMENTS**

The mitigation grant requires quarterly programmatic and financial reporting and progress relative to the approved scope of work. SUBGRANTEES are required to complete the quarterly progress report forms that are provided by NEMA and submit them by the 15<sup>th</sup> day following each federal fiscal quarter. (See administrative plan for specific date.)

### **WAIVERS**

No conditions or provisions of this AGREEMENT can be waived unless approved by NEMA and the SUBGRANTEE, in writing. Unless otherwise stated in writing, NEMA's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

### **AMENDMENTS AND MODIFICATIONS**

This AGREEMENT may be amended or modified in reference to the grant funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by NEMA and the SUBGRANTEE.

### **COMPLIANCE, TERMINATION AND OTHER REMEDIES**

Unless otherwise stated in writing, NEMA requires strict compliance by the SUBGRANTEE and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state and federal statute, rules, regulations; particularly those included in the Assurances attached to this grant agreement.

NEMA may suspend or terminate any obligation to provide funding or demand return of grant funds, following notice from NEMA, if the SUBGRANTEE fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said project.

The SUBGRANTEE understands and agrees that NEMA may enforce the terms of this AGREEMENT by any combination or all remedies available to NEMA under this AGREEMENT, or under any other provision of law, common law, or equity.

### **INDEMNIFICATION**

1. It is understood and agreed by NEMA and the SUBGRANTEE and its agents that this AGREEMENT is solely for the benefit of the parties to this grant and gives no right to any other party.

2. The SUBGRANTEE, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless NEMA and the State of Nebraska, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBGRANTEE or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in

connection with any acts or activities authorized by this AGREEMENT. The SUBGRANTEE's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of NEMA, the State of Nebraska, or any of their authorized agents or employees.

3. The SUBGRANTEE further agrees to defend NEMA, the State of Nebraska, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBGRANTEE is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBGRANTEE's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of NEMA, the State of Nebraska, or any of their authorized agents or employees.

### **ACKNOWLEDGMENTS**

The SUBGRANTEE shall include, in any public or private release of information regarding the project, language that acknowledges the funding contribution through NEMA by FEMA.

### **INDEPENDENT CONTRACTOR STATUS OF APPLICANT**

The SUBGRANTEE, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of NEMA or the State of Nebraska. All references herein to the SUBGRANTEE shall include its officers, employees, city council/board members, and agents.

### **RESPONSIBILITY FOR PROJECT**

While NEMA undertakes to provide technical assistance to the SUBGRANTEE and its authorized representative in the administration of the project, said project remains the sole responsibility of the applicant in accomplishing grant objectives and goals. NEMA undertakes no responsibility to the SUBGRANTEE, or any third party, other than what is expressly set out in this AGREEMENT.

**ENTIRE GRANT AGREEMENT**

This AGREEMENT sets forth the entire AGREEMENT between NEMA and the SUBGRANTEE with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either NEMA or the SUBGRANTEE. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, NEMA and the SUBGRANTEE have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

**Nebraska Emergency  
Management Agency**

\_\_\_\_\_  
Bryan Tuma, Governors Authorized Representative

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Alternate Authorized Representative (optional)

\_\_\_\_\_  
Date

**CA Conditioned Air Mechanical  
Systems & Service Co.**

P.O. Box 5773  
Grand Island, NE 68802-5773  
(308) 380-8857

Trent Kelly  
Hastings Public Schools  
Hastings NE

12/15/16

RE: Lincoln School

Remove Freon from existing chiller and remove with barrel  
Provide 4 roof top units with ducting  
Provide engineering drawing for structure  
Provide disposal of exiting fan powered boxes and gym unit  
Provide T stats that are N2 compatible to existing system  
Add new 600 amp sub panel

Includes roof, crane, electrical, sheet metal, labor freight

**Project Total \$87,650.00**

Thank you for your continued business.

Sincerely,

Dan Morrell  
President

**Rutt's Heating and Air Conditioning, Inc.**

Phone: 402-463-4853 Fax: 402-463-4859  
 1001 W 1st Hastings, NE 68901

**Proposal**

Date	Estimate #
12/14/2016	11748

Name / Address / Phone Number
Hastings Public Schools Attn: Trent 1924 West A Hastings, NE 68901 Fax: 402-461-7509

<b>We hereby submit specifications for:</b>	
<b>Project: HPS Lincoln School Rooftop Installation</b>	
Remove and Disposal of existing chiller, fan coils that serve commons, library and gym Provide and Install 4 Trane Rooftop Units (2 - 7.5 Ton for Library, 1 - 12.5 Ton for gym, 1 - 12.5 Ton for Commons Area) Electrical Wiring (Wiring of all new units along with new 600 amp panel sized for future units) Provide Engineered Stamped Drawings \$6,500 Temperature Controls (Programmable thermostats) Sheetmetal Spiral Pipe (For Gym Area) Registers and Grills Duct Insulation Roofing of new curbs Steel Supports Curb Adapters Crane Rental Gas Piping Cutting of gym wall and installing of lintel Labor	
The following items are not included: fire alarm and smoke detectors.	
Price Breakout: Electrical - \$9000 (Electrician is providing breakers and new panel also for future units) Engineering - \$6500 (Engineer is drawing the entire floor plan which is also for future units.) HVAC Breakout - \$68,350	
	<b>Total            \$83,850.00</b>

Note: This proposal may be withdrawn if not accepted within 45 days. If payment made by credit card exceeds \$1000.00, add 2% to the total amount due.

Authorized Signature \_\_\_\_\_

Acceptance of Proposal Signature \_\_\_\_\_

December 19, 2016  
Hastings, Nebraska

A regular meeting of the Board of Education (the “**Board**”) of Adams County School District 0018 (Hastings Public Schools) in the State of Nebraska (the “**District**”) was held at \_\_\_:\_\_\_ p.m., Monday, December 19, 2016, at City Hall, 220 N. Hastings Avenue, Hastings, Nebraska, the same being open to the public and preceded by advance publicized notice duly given in strict compliance with the provisions of the Open Meetings Act, Chapter 84, Article 14, Reissue Revised Statutes of Nebraska, as amended, as set forth on **Exhibit A** attached hereto stating (a) the date, time and place of the meeting; (b) that an agenda for the meeting, kept continuously current, was available for public inspection in the offices of the Superintendent, 1924 W. A Street, Hastings, Nebraska 68901; and (c) that the meeting would be open to the attendance of the public. Each member of the Board was also given advance notice of the meeting as acknowledged on **Exhibit B** attached hereto. Additionally, reasonable efforts were made to provide advance notice of the date, time, and place of the meeting to all news media requesting the same.

The President, \_\_\_\_\_, presided, and the Secretary, \_\_\_\_\_, recorded the proceedings. The meeting was called to order and on roll call the following Board Members were present:

\_\_\_\_\_  
\_\_\_\_\_.

The following Board Members were absent: \_\_\_\_\_. A quorum being present and the meeting duly convened, the following proceedings were had and done while the meeting was open to the attendance of the public. The President publicly announced the location of a current copy of the Nebraska Open Meetings Act posted in the meeting room for access by the public.

Board Member \_\_\_\_\_ introduced a resolution attached hereto as **Exhibit C** the (“**Resolution**”) and moved its passage by the Board. Board Member \_\_\_\_\_ seconded the motion to pass the Resolution. On roll call vote, the following Board Members voted in favor of the passage of the Resolution: \_\_\_\_\_

\_\_\_\_\_ ; the following Board Members voted against the passage of the Resolution: \_\_\_\_\_ ; the following Board Members were absent or did not vote: \_\_\_\_\_. The passage of the Resolution having been agreed upon by a majority of the Board, the President declared the Resolution passed and signed the Resolution in the presence of the Board, and the Secretary attested to the passage of the Resolution by also signing the same. A true and complete copy of the Resolution is attached hereto as **Exhibit C**.

\* \* \* \* \*

(Other Proceedings)

\* \* \* \* \*

There being no further business to come before the meeting, on motion duly made, seconded and carried by unanimous vote, the meeting was adjourned.

\_\_\_\_\_, Secretary  
Adams County School District 0018  
(Hastings Public Schools)  
In the State of Nebraska

**EXHIBIT A**

**AFFIDAVIT OF PUBLICATION OF NOTICE OF MEETING**

**ACKNOWLEDGEMENT OF RECEIPT OF  
ADVANCE NOTICE OF MEETING**

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

We, the undersigned, constituting all of the members of the Board of Education (the “**Board**”) of Adams County School District 0018 (Hastings Public Schools) in the State of Nebraska (the “**District**”), hereby acknowledge having received advance notice of the special meeting of the Board and the agenda for the same held at 7:00 p.m., Monday, December 19, 2016, at City Hall, 220 N. Hastings Avenue, Hastings, Nebraska.

**DATED:** \_\_\_\_\_, 2016

\_\_\_\_\_  
Board Member

I hereby certify that \_\_\_\_\_ was/were absent from the meeting but that, to my personal knowledge, he/she/they received advance notice of the meeting.

\_\_\_\_\_  
Secretary

**BOND RESOLUTION**

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**BOND RESOLUTION**

**OF**

**ADAMS COUNTY SCHOOL DISTRICT 0018  
(HASTINGS PUBLIC SCHOOLS)  
IN THE STATE OF NEBRASKA**

**PASSED**

**December 19, 2016**

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**AUTHORIZING:**

**NOT TO EXCEED  
\$5,500,000  
GENERAL OBLIGATION BONDS  
SERIES 2017**

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## RESOLUTION

### FINDINGS AND DETERMINATIONS

The Board of Education (the **“Board”**) of Adams County School District 0018 (Hastings Public Schools) in the State of Nebraska (the **“District”**) hereby finds and determines as follows:

1. The District is a Class III school district and political subdivision of the State of Nebraska, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Nebraska.

2. Pursuant to Chapter 10, Article 7, Reissue Revised Statutes of Nebraska, as amended (the **“Act”**), the Board has the authority, upon a majority vote of electors voting at a general or special election, to (a) issue negotiable bonds of the District for the purpose of providing funds for (1) construction and acquisition of additions, renovations and improvements to existing elementary school buildings of the District in Hastings, Nebraska, including the acquisition of land, (2) the necessary furniture and equipment for improvements and additions to such existing elementary school buildings and (3) various other and related additions, renovations and improvements to existing district facilities (collectively, the **“Project”**) and issuing such bonds; and (b) levy an annual tax on the taxable value of all the taxable property in the District sufficient in rate and amount to pay the principal of and interest on such bonds.

3. Pursuant to a resolution adopted by the Board, an election (the **“Election”**) was called and was held in the District in connection with the statewide primary election on May 13, 2014, on the proposition (the **“Proposition”**) for the issuance of bonds in an amount not to exceed \$21,500,000 to provide funds to pay the costs of the Project and related costs and to levy an annual tax sufficient to pay the principal of and interest on said bonds as the same become due.

4. Notice of the Election was published as provided by law, the Election was conducted as provided by law and the results of the Election are as follows:

Total Ballots Cast	4,361
Ballots cast in favor of bonds and tax (including ballots for early voting)	3,150
Ballots cast against bonds and tax (including ballots for early voting)	1,211

5. The Board has duly canvassed the returns of the Election and hereby further finds and determines that a majority of all the qualified electors voting on the Proposition voted in favor of the issuance of such bonds and the levy and collection of taxes to pay the same.

6. Pursuant to resolutions adopted May 19, 2014 and May 18, 2015, the District has previously issued \$16,000,000 in aggregate stated principal amount of the bonds authorized at the Election. It is now necessary, desirable, advisable and in the best interest of the District to authorize the issuance and delivery of bonds authorized at the Election pursuant to the Act in an aggregate stated principal amount not to exceed \$5,500,000 (the **“Bonds”**) for the purposes of paying the costs of the Project and the costs of issuing such bonds.

7. All conditions, acts, and things required by law to exist or to be done precedent to the issuance of the Bonds do exist and have been done in due form and time as required by law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF ADAMS COUNTY SCHOOL DISTRICT 0018 (HASTINGS PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA, AS FOLLOWS:**

## **ARTICLE I**

### **DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Resolution shall have the following meanings:

**“Act”** means Chapter 10, Article 7, Reissue Revised Statutes of Nebraska, as amended.

**“Authorized Officer”** means the Superintendent of the District or the Director of Finance of the District.

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

**“Bond Counsel”** means Gilmore & Bell, P.C., or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the District.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

**“Bonds”** means the not to exceed \$5,500,000 of the District’s General Obligation Bonds, Series 2017, authorized by **Section 201**.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

**“Cede & Co.”** means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**“Construction Fund”** means the fund by that name referred to in **Section 501** hereof.

**“Continuing Disclosure Undertaking”** means the Continuing Disclosure Undertaking dated the date of its execution and delivery by the District, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Debt Service Fund”** means the fund by that name referred to in **Section 501** hereof.

**“Defaulted Interest”** means interest on any Bond which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or Government Obligations that may be applied only to principal or redemption price of and interest payments on such obligations;

(3) such cash and the principal of and interest on such Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody’s Investors Service, Inc. (presently “Aaa”) or Standard & Poor’s Ratings Services (presently “AAA”).

**“District”** means Adams County School District 0018 (Hastings Public Schools) in the State of Nebraska, and any successors or assigns.

**“Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the District.

**“Interest Payment Date”** means June 15 and December 15 of each year, beginning on such date as determined by an Authorized Officer.

**“Maturity”** when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**“Outstanding”** means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds previously cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

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

**“Paying Agent”** means BOKF, National Association, in Lincoln, Nebraska, and any successors or assigns as may be designated by an Authorized Officer.

**“Permitted Investments”** means any of the investments permitted by Section 79-1043, Reissue Revised Statutes of Nebraska, as amended, for funds of the District.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Project”** means, collectively, purchasing land, constructing a new middle school building and two elementary school buildings, constructing renovations to other existing school facilities and providing the necessary furniture, equipment and apparatus for such school facilities of the District.

**“Purchaser”** means RBC Capital Markets as the original purchaser of the Bonds.

**“Rebate Fund”** means the fund by that name referred to in **Section 501** hereof.

**“Record Date”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) next preceding such Interest Payment Date.

**“Redemption Date”** when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Resolution.

**“Redemption Price”** when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution.

**“Registered Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“**Replacement Bonds**” means Bonds issued to Beneficial Owners in accordance with **Section 207** hereof.

“**Resolution**” means this Resolution adopted by the governing body of the District, authorizing the issuance of the Bonds, as amended from time to time.

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“**Stated Maturity**” means when used with respect to any Bond, the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond is due and payable.

“**Tax Certificate**” means the Federal Tax Certificate dated the date of its execution and delivery by the District concerning the requirements of the Code with respect to the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

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

## ARTICLE II

### AUTHORIZATION OF BONDS

**Section 201. Authorization of Bonds.** There shall be issued and hereby are authorized and directed to be issued Bonds in a stated principal amount not to exceed \$5,500,000. The Bonds are issued for the purpose of paying the costs of the Project and the costs of issuing the Bonds.

**Section 202. Description of Bonds.** The Bonds shall consist of fully registered bonds, each series numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates determined by an Authorized Officer in accordance with the provisions of **Section 212** hereof. The Bonds shall bear interest computed on the basis of a 360-day year of twelve 30-day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

**Section 203. Designation of Paying Agent.** The District hereby designates the Paying Agent as its paying agent for payment of the principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds. The Paying Agent shall serve in such capacities under the terms of an agreement entitled “Bond Registrar and Paying Agent Agreement” between the District and the Paying Agent (the “**Registrar Agreement**”), the form of which is hereby approved. The President and Secretary are hereby authorized to execute the Registrar Agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary.

The District will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The District reserves the right to appoint a successor Paying Agent at any time in its discretion by filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

**Section 204. Method and Place of Payment of Bonds.** The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States that on the respective dates of payment thereof is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the Designated Office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The District shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the District of such Special Record Date and, in the name and at the expense of the District, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date  herefore to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of the payment of the principal or Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the District.

**Section 205. Registration, Transfer and Exchange of Bonds.** The District covenants that, so long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the Designated Office. Each Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the Designated Office, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The District shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The District and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the District of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The District and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in aggregate principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

**Section 206. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the President and attested by the manual or facsimile signature of the Secretary. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The President and Secretary are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

**Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.** If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the District shall execute and, upon the District's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the District, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this **Section 207**, the District may require the payment by the Registered Owner of an amount sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the District, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the District.

**Section 209. Book-Entry Bonds; Securities Depository.**

(a) The Bonds shall initially be registered to Cede & Co., as nominee for the Securities Depository, and no Beneficial Owner will receive any certificate representing its respective interest(s) in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in **Section 209(b)** hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of the principal or Redemption Price of and interest on the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the Beneficial Owners as described in **Section 209(b)**.

(b) (1) If the District determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% in aggregate principal amount of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Paying Agent shall notify the Registered Owners of such determination or such notice and of the availability of certificates to Registered Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under this **Section 209(b)(1)(A) or (1)(B)**, the District, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 209(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the District, the Paying Agent or Registered Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 209(c)**, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Registered Owners as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the District.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the District may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 210. Preliminary and Final Official Statement.** The Superintendent and Director of Finance are hereby individually authorized to approve a Preliminary Official Statement and a final

Official Statement, and the use and public distribution of the final Official Statement by the Purchaser in connection with the offering of the Bonds is hereby authorized. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The District agrees to provide to the Purchaser within seven Business Days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 211. Sale of Bonds.** The Bonds shall be sold to RBC Capital Markets as the initial purchaser thereof, upon receipt of the purchase price determined by an Authorized Officer in accordance with the provisions of this **Section 211**. The Authorized Officer is hereby authorized to fix and determine the purchase price of the Bonds, which shall take into consideration an underwriting discount on the Bonds not to exceed 1.00% of the principal amount thereof in accordance with the provisions of **Section 212** hereof.

**Section 212. Authorization of Officers.** An Authorized Officer is hereby authorized and directed, in the exercise of his own independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (a) the date of original issue of the Bonds which shall not be later than December 31, 2017, (b) the aggregate stated principal amount of Bonds to be issued, which shall in no event exceed \$5,500,000, (c) the dates on which the principal of the Bonds shall mature and the principal amount of Bonds to mature on each of such dates, together with any mandatory sinking fund payments with respect to Bonds which are issued are “term bonds,” (d) the date of final maturity of the Bonds, which shall in no event be later than December 15, 2046, (e) the date or dates upon which the Bonds shall be sold, (f) the rate or rates of interest to be carried by each maturity of the Bonds such that the true interest cost on the Bonds shall not exceed 4.50%, (g) the provisions governing the redemption of the Bonds prior to maturity, the nature of any notice to be given in the event of any such prior redemption, the redemption price or prices payable upon such redemption (not to exceed 104%) and the respective periods in which each redemption price shall be payable, (h) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Resolution, (i) the underwriting discount, not to exceed 1.00%, and the price at which the Bonds shall be sold to the Purchaser, and (j) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the District in connection with authorization, issuance, sale and delivery of the Bonds.

### ARTICLE III

#### REDEMPTION OF BONDS

##### **Section 301. Optional and Mandatory Redemption of Bonds.**

(a) ***Optional Redemption by District.*** At the option of the District, Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity at any time or after the fifth anniversary of the date of issuance thereof at the Redemption Prices determined by an Authorized Officer in accordance with the provisions of **Section 212** hereof.

(b) ***Mandatory Redemption.*** Any Bonds issued as “term bonds” shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption

requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Fund shall be sufficient to redeem, and the District shall redeem on the dates specified by an Authorized Officer pursuant to **Section 212** hereof the principal amounts determined by such Authorized Officer pursuant to **Section 212** hereof.

At its option, to be exercised on or before the 45<sup>th</sup> day next preceding any mandatory Redemption Date, the District may: (1) deliver to the Paying Agent for cancellation term bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any term bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the District under this Section for any term bonds subject to mandatory redemption on such mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this **Section 301(b)**) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this **Section 301(b)**. Each term bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the District to redeem term bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for term bonds of the same Stated Maturity in chronological order, and the principal amount of term bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the District intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the District will, on or before the 45<sup>th</sup> day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption payment.

### **Section 302. Selection of Bonds to Be Redeemed.**

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the District specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the District and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in inverse order of their Stated Maturities, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are

selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as provided, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the District by mailing a copy of an official redemption notice by first class mail at least 30 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal corporate trust office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the District shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the District defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

#### ARTICLE IV

##### SECURITY FOR AND PAYMENT OF BONDS

**Section 401. Security for the Bonds.** The Bonds shall be general obligations of the District payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable property within the territorial limits of the District. The full faith, credit and resources of the District are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 402. Levy and Collection of Annual Tax.** For the purpose of providing for the payment of the principal of and interest on the Bonds as the same become due, the District shall cause to be levied, and there is hereby levied, upon all of the taxable property within the District a direct annual tax sufficient to pay all of the principal of and interest on the Bonds as the same becomes due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the District are levied and collected. The proceeds derived from such taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the District and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay such principal or interest out of the general funds of the District and to reimburse the general funds for money so expended when such taxes are collected.

#### ARTICLE V

##### ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

**Section 501. Establishment of Funds.** There have been or shall be established in the treasury of the District and shall be held and administered by the District the following separate funds:

- (a) Construction Fund.
- (b) Debt Service Fund.
- (c) Rebate Fund.

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.

(b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Construction Fund and shall be applied in accordance with **Section 503** hereof.

**Section 503. Application of Moneys in the Construction Fund.** Money in the Construction Fund shall be used by the District solely for the purpose of (a) paying the costs of the Project in accordance with the plans and specifications herefore prepared by the District's architects and engineers previously approved by the Board, including any alterations in or amendments to such plans and specifications deemed advisable by the District's architects and engineers and approved by the Board and (b) paying the costs and expenses of issuing the Bonds.

The Superintendent or Director of Finance or their designee shall make withdrawals from the Construction Fund in accordance with the established procedures of the District. Upon completion of the Project, any surplus remaining in the Construction Fund shall be transferred to and deposited in the Debt Service Fund.

**Section 504. Application of Moneys in the Debt Service Fund.** All amounts paid and credited to the Debt Service Fund shall be expended and used by the District for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Superintendent or Director of Finance or their designee is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the District. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the District shall be transferred and paid into the general fund of the District.

**Section 505. Application of Money in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the required of the Code, for payment to the United States of America, and neither the District nor the Registered Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Tax Certificate.

(b) The District shall periodically determine the arbitrage rebate under Section 148(f) of the Code in accordance with the Tax Certificate, and the District shall make payments to the United States of America at the times and in the amounts determined under the Tax Certificate. Any money remaining in

the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefore, shall be released to the District.

(c) Notwithstanding any other provision of this Resolution, including in particular **Article VII** hereof, the obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Tax Certificate shall survive the defeasance or payment in full of the Bonds.

**Section 506. Deposits and Investment of Money.** Money in each of the funds created by and referred to in this Resolution shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Nebraska that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Nebraska. All moneys held in the funds created by this Resolution shall be kept separate and apart from all other funds of the District so that there shall be no commingling of such funds with any other funds of the District.

Moneys held in any fund referred to in this Resolution may be invested by the Superintendent or Director of Finance or their designee at the direction of the Board, in accordance with this Resolution and the Tax Certificate, in Permitted Investments; 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 was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

**Section 507. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the District to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the District the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the District, and the Registered Owner thereof shall be entitled to look only to the District for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the District shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

## ARTICLE VI

### REMEDIES

**Section 601. Remedies.** The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the District and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the District and its officers, agents and employees, and to

require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the District, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the District contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the District and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Resolution and the pledge of the District's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Nebraska and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (a) the District has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the District has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** of this Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the District, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Resolution.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### **Section 801. Tax Covenants.**

(a) The District covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of the Bonds or any other funds of the District, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The District will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The District covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The District covenants and agrees that it will pay or provide for the payment from time to time of all arbitrage rebate to the United States pursuant to Section 148(f) of the Code and the Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds. The Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

The District covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(d) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Resolution or any other provision of this Resolution, until the final maturity date of all Bonds Outstanding.

**Section 802. Continuing Disclosure.** The District hereby (a) authorizes and directs that its President execute and deliver, on the date of issue of the Bonds, the Continuing Disclosure Undertaking in such form as shall be satisfactory to the Authorized Officer, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this **Section 802**.

**Section 803. Amendments.** The rights and duties of the District and the Registered Owners, and the terms and provisions of the Bonds or of this Resolution, may be amended or modified at any time in any respect by resolution of the District with the written consent of the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Secretary, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the District is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Resolution.

Any provision of the Bonds or of this Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the District at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Registered Owners, the District may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or

ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Bonds or of this Resolution, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in a resolution adopted by the Board amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Secretary, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the Secretary to any such Registered Owner or prospective purchaser.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Secretary a copy of such amendatory or supplemental resolution of the District, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The District shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Resolution which affects the duties or obligations of the Paying Agent under this Resolution.

**Section 804. Notices, Consents and Other Instruments by Registered Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by any Registered Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by an agent with written authorization. Proof of the execution of any such instrument or writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the District and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite aggregate principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Resolution, Bonds owned by the District shall be disregarded and deemed not to be Outstanding under this Resolution, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the District.

**Section 805. Further Authority.** The officers of the District, including the President and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may

deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 806. Severability.** If any section or other part of this Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

**Section 807. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 808. Effective Date.** This Resolution shall take effect and be in full force from and after its passage by the Board as provided by law.

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**PASSED:** December 19, 2016.

**ADAMS COUNTY SCHOOL DISTRICT 0018  
(HASTINGS PUBLIC SCHOOLS) IN THE  
STATE OF NEBRASKA**

ATTEST:

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

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



Bond is registered on the registration books maintained by the Paying Agent at the close of business on the fifteenth day next preceding the date for the payment of such interest (the "Record Date"). Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register. The principal or redemption price of and interest on this Bond shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the District designated "General Obligation Bonds, Series 2017," aggregating the principal amount of \$\_\_\_\_\_ (the "**Bonds**"), issued by the District for the purpose of paying the costs of purchasing land, constructing a new middle school building and two elementary school buildings, constructing renovations to other existing school facilities and providing the necessary furniture, equipment and apparatus for such school facilities of the District under the authority of and in full compliance with the constitution and laws of the State of Nebraska, and pursuant to an election duly held in the District and a resolution duly passed (the "**Resolution**") and proceedings duly and legally had by the President and Board of the District.

At the option of the District, Bonds may be redeemed and paid prior to maturity 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 may determine (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at a redemption price equal to 100% of the principal amount of the Bonds called for redemption plus accrued interest thereon to the redemption date.

Bonds maturing on December 15, 20\_\_\_\_, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Resolution on December 15, 20\_\_\_\_, and on each December 15 thereafter prior to maturity, at a redemption price equal to 100% of the Principal Amount thereof plus accrued interest to the redemption date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days prior to the redemption date to the original purchaser of the Bonds and each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the District payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable property within the District. The full faith, credit and resources of the District are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof.

This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the designated corporate trust administration office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefore as provided in the Resolution and upon payment of the charges therein prescribed. The District

and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The District and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of the principal or redemption price of and interest on this Bond, (b) notices and (c) voting. Transfer of principal or redemption price and interest payments to participants of the Securities Depository, and transfer of principal or redemption price and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The District and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal or redemption price of and interest on this Bond shall be made in accordance with existing arrangements among the District, the Paying Agent and the Securities Depository.

**EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Paying Agent.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Nebraska; that a direct annual tax upon all taxable property situated in the District has been levied for the purpose of paying the principal of and interest on the Bonds when due; and that the total indebtedness of the District, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF, ADAMS COUNTY SCHOOL DISTRICT 0018 (HASTINGS PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA**, has caused this Bond to be executed by the manual or facsimile signature of the President of the Board and attested by the manual or facsimile signature of the Secretary of the Board.

**CERTIFICATE OF AUTHENTICATION**

**ADAMS COUNTY SCHOOL DISTRICT 0018  
(HASTINGS PUBLIC SCHOOLS) IN THE  
STATE OF NEBRASKA**

This Bond is one of the Bonds  
of the issue described in the  
within-mentioned Resolution.

By: \_\_\_\_\_  
(facsimile signature)  
President

Registration Date: \_\_\_\_\_

**BOKF, NATIONAL ASSOCIATION,**  
Paying Agent

ATTEST:

By: \_\_\_\_\_  
Authorized Officer or Signatory

By: \_\_\_\_\_  
(facsimile signature)  
Secretary

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**ASSIGNMENT**

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

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Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

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(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

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

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# Dr. Corey Tanner Stutte

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907 North Burlington Avenue  
Hastings, Nebraska 68901

Corey@StrategicPioneer.com  
(402)834.1156

December 5, 2016

President Boeve,

I am writing to inform you that I intend to resign my position as a Member of the Hastings Public Schools Board of Education on December 12, 2016 at 5:00 pm CST.

It has been a true honor to serve the patrons of the Hastings Public Schools District, but due to my newly elected position of Mayor of the City of Hastings, I will no longer be able to serve on the Hastings Public School Board. I look forward to working with the board in my new capacity and I am confident that the District's best days are ahead of it.

Thank you for your time and please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'CS', written over a horizontal line.

Dr. Corey Stutte

EDUCATIONAL SERVICE UNIT NO. 9  
CONTRACT FOR SCHOOL AGE AND BELOW AGE FIVE  
SPECIAL EDUCATION SERVICES

THIS AGREEMENT, made and entered into this 5th day of July, 2016, by and between EDUCATIONAL SERVICE UNIT NO. 9 of the State of Nebraska hereinafter called "Servicing Agency", and Hastings Public Schools, called "DISTRICT". This contract is in effect from August 8, 2016 or the date signed by both parties, whichever is later, through May 19, 2017.

WITNESSETH:

The District does hereby agree to hire Servicing Agency to service its school age students with disabilities and below age five children with disabilities during the school year 2016-17, and the Servicing Agency agrees to act as such Servicing Agency, for the consideration and under the terms and conditions as hereinafter set forth:

1. A description of the program of Special Education and related services to be provided to District students shall be as set forth in Schedule "A" hereto attached, and by reference made a part thereof.
2. It is agreed that the District shall pay the Servicing Agency for said special education or related services in accordance with the rate schedule attached hereto, marked Schedule "B" and by reference made a part thereof. This schedule shall be in full force and effect during the contract period. The total dollar amount of this contract is \$ 146,272.10.
3. The District agrees that pending the reconciliation of costs for the actual services rendered, the amount payable for those School Age Special Education services and Below Age 5 Special Education services, including Transportation services, to be delivered by Servicing Agency, as identified in Schedule "B" hereto attached and by reference made a part hereof, shall be in the amount of \$ 146,272.10 and \$ -0- respectively. All other programs and services will be billed based on the actual services delivered.
4. The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to make any adjustments caused by prior overpayment or underpayment except for Hearing Impaired, Speech services and Communication Assistances, which will be billed according to the FTE agreed upon per Schedule B.
5. The Service Agency retains the right to adjust any service rate listed on Schedule "B" during the contract period.
6. The Servicing Agency agrees to provide the District with the final billing and the actual rate for cost of services. A complete reconciliation of the actual costs of special education services rendered will be provided upon request only. The final billing to the District shall serve as a final reconciliation of the amount of payment previously agreed upon in item two of this contract. The Servicing Agent will apply credits owed from the final billing to any amounts due to the Servicing Agent. Amounts billed to Districts on the final billing must be paid in full.
7. The District agrees that the final billing for special education services submitted to the District by the Servicing Agency for actual services rendered during the contract period shall be considered as an amendment to the original contract and by reference made a part thereof.
8. Special education programs or services which extend beyond the regular school year will be provided by the Servicing Agency upon request by the District. Said costs of such extended programs shall be billed to the District by the Servicing Agency and the District agrees to pay the Servicing Agency for any such costs.
9. When requested by the District, the Servicing Agency will procure transportation for children with disabilities when such transportation is necessary to provide an appropriate public education for the child. Costs incurred in transporting children shall be billed to the District by the Servicing Agency and the District agrees to pay the Servicing Agency for any such costs. The Servicing Agency shall comply with Section 79-602 through 79-610 R.R.S. as well as Nebraska Department of Education Rules 91 and 92.
10. It is further agreed that in the event the District does not pay the Servicing Agency as herein set forth, the Servicing Agency may cancel this contract and refuse further service. In the event of such cancellation, the Servicing Agency may recover any past due amounts.
11. Upon request, the Servicing Agency shall record and supply to the District information on each child for whom services are contracted.

12. Servicing Agency shall assist the District with the preparation of financial reports and other procedures required by NDE Rule 51 and any other applicable law when requested by the District.
13. The District delegates the development of the Individual Education Program (IEP) and Individual Family Service Plan (IFSP) to the Servicing Agency and the Servicing Agency agrees to perform those duties required to comply with NDE Rule 51 and any other applicable law.
14. The District and the Servicing Agency agree to abide by the mandated procedures for identification, verification, placement, development of the Individual Education Program and Individual Family Service Plan, inspection and review of student records, and other requirements as specified in NDE Rule 51 and any other applicable law, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, the Federal Regulations of the Individual with Disabilities Education Act (IDEA).
15. The District hereby agrees that changes or modifications in the program or children served shall be mutually agreed upon before said change or modifications are implemented.
16. Should the Servicing Agency be unable to render the services contracted because of the Servicing Agency's inability to employ personnel who meet the criteria for employment of the Servicing Agency and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the Servicing Agency to be valid, the Servicing Agency will not assume liability for those services contracted for but not provided. In which instance, schools will be notified no later than September 1, 2016.
17. The District herewith agrees that any act intentionally and unilaterally done which act may cause litigation against the Servicing Agency shall be defended at the sole expense of the District and any damages assessed against the District for the Servicing Agency or either of them shall be borne entirely by the District. This paragraph shall not operate to indemnify or relieve the Servicing Agency of any liability otherwise attaching to it under any applicable state or federal law, nor to any action undertaken by the District in the provision of special education services or related services which is undertaken in consultation with the Servicing Agency or in a good faith effort by the District to comply with lawful obligations of the District.
18. The District herewith agrees that in the event the District desires to change the services provided by this contract for a subsequent year whether by change in full-time equivalency staffing, change in specific personnel, change in percentage FTE of any area of endorsement held by personnel presently assigned to the District, to eliminate any program or service being provided pursuant to this contract, it shall be the duty of the District to notify the administrator in writing of such requested change on or before March 15th next preceding the starting date of the school year to be affected by any changes as are described in this paragraph.
19. The District herewith agrees that in the event that no such written notice is made to the Servicing Agency on or before March 15th, that the Servicing Agency shall be entitled to assume that the District desires the same FTE in all areas of endorsement, certification or other qualification, and in all programs it had through this contract with the Servicing Agency. In the event the District should later notify the Servicing Agency of a diminished request for FTE in any area of endorsement, certification or other qualification, or in any program or service provided by this contract, the Servicing Agency shall use its best effort to find other employment for such affected personnel, provided, however, that in the event such personnel cannot be reassigned and to the extent that such personnel constitute a cost to the Servicing Agency that cannot be passed through by way of contract or otherwise, the District agrees to pay any cost incurred by the Servicing Agency for such personnel.
20. This contract may be renegotiated by mutual agreement.

ACCEPTED FOR EDUCATIONAL SERVICE UNIT #9 AS SERVICING AGENCY

THIS 5th DAY OF July 2016

BY Susan E. Brown  
Secretary of the Board of Education, ESU #9

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

ACCEPTED FOR \_\_\_\_\_ SCHOOL AS DISTRICT THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, 2016 BY \_\_\_\_\_  
President, Secretary of Board, or Superintendent

SCHEDULE "A"  
DESCRIPTION OF SPECIAL EDUCATION AND RELATED SERVICES

SERVICING AGENCY: Educational Service Unit #9, Hastings, NE

- I. Special Education Direct Instructional Services. These services include all disability categories as per Rule 51/52. The following descriptors apply to Speech Language Pathology Services, Services for the Deaf and Hearing Impaired, Visually Impaired Services, and Below Age Five Center and Home based Services.

Service Descriptors:

1. Assist in the provision of appropriate diagnostic information for verification as per 92 NAC 51/52.
2. Provide information to other school staff regarding the educational/social needs of students related to their disability(s).
3. Serve as a member of the MDT/IEP/IFSP teams.
4. Provide expertise in determining most appropriate service for the child.
5. Provide services to the qualifying students in the least restrictive environment (LRE).
6. Collaborate with team members to provide quality service to the child through planning, team teaching, demonstration teaching, etc.
7. Educate, through workshops and inservices, the community, school staff, students and parents regarding student disabilities and services available.
8. Evaluate unit contracted non-certified staff.
9. Consult with school student assistance teams on request.
10. Monitor and document student progress.
11. Facilitate communication among team members.
12. Monitor student's specialized/augmentative equipment.
13. Implements required special education compliance policies/procedures as per 92 NAC 51/52.

- II. Educational Sign Language Interpreters

Disability Category - Deaf/Hard of Hearing

Service Descriptors:

1. Educational Sign Language Interpreters facilitate communication between the deaf student and hearing individuals in the educational setting using manual sign system.
2. Provide manual sign language instruction to school staff and students.

III. Communication Assistants

Disability Category – Speech/Language Impaired and Speech/Language Related Services

Service Descriptors:

1. Provide clerical support to speech/language pathologists.
2. Coordinate meetings/conferences with parents/teachers/ administrators as requested by speech/Language Pathologists.
3. Assist the SLP in intervention settings.

IV. Education Coordinator

Disability Category - All disability categories as per 92 NAC 51/52

Service Descriptors:

1. The role of the Education Coordinator as **Diagnostician** may include the following responsibilities:
  - A. Consultation with personnel concerning pre-referral steps which include referral and parent permission completion as well as providing assistance in determining the next appropriate step to be taken.
  - B. If the decision is made for an educational diagnosis, the education coordinator is responsible for coordinating that formal and informal diagnosis with the resource teacher or other personnel in the district as appropriate.
  - C. Coordinates multidisciplinary team to review diagnostic results and other student performance data to determine verification and/or educational needs.
  - D. Provides consultation for re-verification of students.
2. The role of education coordinator as **program consultant** may include the following responsibilities:
  - A. To provide on-going compliance (both State and Federal regulations) information through regular updates, inservices, individual consultation and monitoring of student files.
  - B. To monitor and consult on individual student programs.
  - C. To provide on-going communication with all school and ESU personnel.
  - D. To provide on the job training in diagnostic, instructional, and communication skills.
  - E. To assist in the communication and case coordination with all who may be involved with the child including outside agencies and professionals.
  - F. To provide assistance with vocational assessment and programming for students with special needs.
  - G. To assist in the development of behavioral interventions and educational strategies for students.
  - H. To provide staff training to address specific educational needs.

V. Below Age Five Program Supervision

Disability Category - All disability categories as per 92 NAC 51/52

This service includes the program consultation/supervision duties described above under Education Coordinator. The cost of this service is funded through contracts with schools for below age five special education services.

VI. School Psychologist

Disability Category - All disability categories as per 92 NAC 51/52

Service Descriptors:

1. Diagnosis
  - A. Select and administer appropriate individual psychological and educational tests to be used in the diagnosis of cognitive disorders, psychological processing problems, learning problems, behavioral disorders including social and emotional maladjustment, problems of achievement and other problems relative to general child development.
  - B. Gather relevant data through observation and/or consultation.
  - C. Interpret diagnostic results of informal and formal individual evaluation and from information provided by outside agencies or from the student's cumulative school data.
  - D. Report findings that would be relevant to understanding the student's level of functioning, basis for disability, pertinent strengths and weaknesses and prognosis for progress and development.
  - E. Provides consultation for re-verification of students.
  
2. Multidisciplinary Team Participation

The psychologist's responsibility on the team is for presentation and interpretation of diagnostic data relative to verification of handicapping conditions, making recommendation regarding appropriate program placement, and conferring on general or special objectives to be included in the student's educational plan.
  
3. Consultation
  - A. Consultation with parents for gathering home and environmental data and for interpreting to parents the implications of diagnosis, verification and placement.
  - B. Consultation with classroom teachers, resource teachers or other school personnel for information gathering and for making recommendations relative to special education programming.
  - C. Conferring with agencies or individuals outside the schools such as the courts, medical personnel, mental health or other social service agencies, for the purpose of receiving or relating pertinent student information.
  
4. Referral

Provide information regarding local, state, or regional sources for diagnosis, therapy, or placement or for other services which cannot be provided by the local school or by the Educational Service Unit.
  
5. Inservice

Provide information to teachers, parents or community groups relative to individual student needs.

VII. Compliance Services

A part of the Unit funded supplemental service to schools is the compliance service. The Unit will make recommendations to district administrators and other appropriate personnel (either verbal or in writing) in order to assure that laws and regulations governing special education are being properly interpreted and enforced.

One major function of this service is to assist schools faced with mediation and/or a due process hearing. Since the special education laws affords parents the right of due process, compliance services are necessary to help avoid or reduce costly appeals.

VIII. Financial Services

Another Unit funded supplemental service provided schools by Unit 9 is the service of a full time accountant. The Director of Financial Services is responsible for preparing the special education cost estimates for each school contracting for services on an annual basis. The Director of Financial Services may also prepare the special education budget and final financial report for the school. These items are annually submitted to the State for approval. These services are provided for special education programs for children below age five as well as for school age programs.

IX. Director of Special Services

Unit 9 as a part of its supplementary service provides a qualified Director of Special Services who is responsible for all special education services provided to schools. The Director's duties include recruiting, interviewing and recommending to the Unit Administrator those candidates the Unit would like to employ to serve schools through their contractual agreements. Personnel problems, appeals by parents, staffing patterns and assignments also are duties assigned to the Director. The Director is assisted by education coordinators, supervisors, and other directors. The Director is in charge of below age five services and is responsible for identifying future needs of schools and preparing plans to meet these needs.

X. Pupil Transportation Services

Unit 9 provides transportation services to schools contracting with the Unit for transportation services. Students enrolled SPED vocational services program are transported to and from job sites by the service on a daily basis.

Below age five students are transported from their home to a center base program located within their community or to another community on a regular basis.

Below Age Five Program vehicles are used during the summer months for extended school year services as needed.

c: June File

2016-17 SPECIAL EDUCATION SCHEDULE B FOR:				HASTINGS		District Number:		01-0018		
***ESTIMATED 16-17 CONTRACT BASED ON ESTIMATED RATES FOR FY16-17***										
PART A SCHOOL AGE SERVICES										
Service Description	Service Agency Code	Service Code	Hourly Or FTE Rate	DISTRICT WIDE		ELEMENTARY		SECONDARY		FY16-17 DOLLAR AMOUNT
				Hours or FTE	Dollar Amount	Hours or FTE	Dollar Amount	Hours or FTE	Dollar Amount	
1. Deaf Ed	950009	4002	116,660.00	-	\$0.00		\$0.00		\$0.00	\$0.00
2. Vision	950009	4030	159,267.00	-	\$0.00		\$0.00		\$0.00	\$0.00
3. Para	950009	8001	-	-	\$0.00		\$0.00		\$0.00	\$0.00
4. Communcation Asst	950009	8021	52,500.00	-	\$0.00		\$0.00		\$0.00	\$0.00
5. Interpreter	950009	NA	63,071.00	-	\$0.00		\$0.00		\$0.00	\$0.00
6. Speech/Language Pathologist	950009	4001	101,442.00	-	\$0.00		\$0.00		\$0.00	\$0.00
7. Hearing Impaired Center Base	950009	4024	79,066.00	1.85	\$146,272.10		\$0.00		\$0.00	\$146,272.10
8. Center Base	950009	4013	29.19	-	\$0.00		\$0.00		\$0.00	\$0.00
9. Home Base	950009	4003	107.26	-	\$0.00		\$0.00		\$0.00	\$0.00
10. Life Skills Program	950009	4076	-	-	\$0.00		\$0.00		\$0.00	\$0.00
11. Psych	950009	1002	138.79	-	\$0.00		\$0.00		\$0.00	\$0.00
12. Educ/B5 Cord	950009	2015	94.79	-	\$0.00		\$0.00		\$0.00	\$0.00
13. Project Search	950009		18,132.00	-	\$0.00		\$0.00		\$0.00	\$0.00
14. Supervision	950009	0001	-	-	\$0.00		\$0.00		\$0.00	\$0.00
15. Vocational	950009	4007	-	-	\$0.00		\$0.00		\$0.00	\$0.00
16. 18 Plus	950009	4101	18,600.00	-	\$0.00		\$0.00		\$0.00	\$0.00
17. Inservice	950009	7001	102.00	-	\$0.00		\$0.00		\$0.00	\$0.00
18. School Age Total for Programs			-		\$146,272.10		\$0.00		\$0.00	\$146,272.10
19. Transportation School Age			5.00	-	\$0.00		\$0.00		\$0.00	\$0.00
20. SCHOOL AGE PROGRAM AND TRANSPORTATION TOTAL					\$146,272.10		\$0.00		\$0.00	\$146,272.10

2016-17 SPECIAL EDUCATION SCHEDULE B FOR:				HASTINGS				District Number:		01-0018
***ESTIMATED 16-17 CONTRACT BASED ON ESTIMATED RATES FOR FY16-17***										
PART B BELOW AGE FIVE SERVICES										
Service Description	Service Agency Code	Service Code	Hourly Or FTE Rate	DISTRICT WIDE		ELEMENTARY		SECONDARY		FY16-17 DOLLAR AMOUNT
				Hours or FTE	Dollar Amount	Hours or FTE	Dollar Amount	Hours or FTE	Dollar Amount	
1. Deaf Ed	950009	4002	116,660.00	-	\$0.00		\$0.00		\$0.00	\$0.00
2. Vision	950009	4030	159,267.00	-	\$0.00		\$0.00		\$0.00	\$0.00
3. Para	950009	8001	-	-	\$0.00		\$0.00		\$0.00	\$0.00
4. Communication Asst	950009	8021	52,500.00	-	\$0.00		\$0.00		\$0.00	\$0.00
5. Interpreter	950009	NA	63,071.00	-	\$0.00		\$0.00		\$0.00	\$0.00
6. Speech/Language Pathologist	950009	4001	101,442.00	-	\$0.00		\$0.00		\$0.00	\$0.00
7. Hearing Impaired Center Base	950009	4024	79,066.00	-	\$0.00		\$0.00		\$0.00	\$0.00
8. Center Base	950009	4013	29.19	-	\$0.00		\$0.00		\$0.00	\$0.00
9. Home Base	950009	4003	107.26	-	\$0.00		\$0.00		\$0.00	\$0.00
10. Life Skills Program	950009	4076	-	-	\$0.00		\$0.00		\$0.00	\$0.00
11. Psych	950009	1002	138.79	-	\$0.00		\$0.00		\$0.00	\$0.00
12. Educ/BS Cord	950009	2015	94.79	-	\$0.00		\$0.00		\$0.00	\$0.00
13. Project Search	950009		18,132.00	-	\$0.00		\$0.00		\$0.00	\$0.00
14. Supervision	950009	0001	-		\$0.00		\$0.00		\$0.00	\$0.00
15. Vocational	950009	4007	-	-	\$0.00		\$0.00		\$0.00	\$0.00
16. 18 Plus	950009	4101	18,600.00	-	\$0.00		\$0.00		\$0.00	\$0.00
17. Inservice	950009	7001	102.00		\$0.00		\$0.00		\$0.00	\$0.00
18. School Age Total for Programs			-		\$0.00		\$0.00		\$0.00	\$0.00
19. Transportation School Age			5.00	-	\$0.00		\$0.00		\$0.00	\$0.00
20. SCHOOL AGE PROGRAM AND TRANSPORTATION TOTAL					\$0.00		\$0.00		\$0.00	\$0.00

## **PERSONNEL**

### **Certificated Resignation – Andrew McCarty**

The administration recommends the following Certificated resignation(s):

Andrew McCarty resigning from his Middle School Science position effective December 22, 2016. Mr. McCarty was on a one-semester assignment to cover a sabbatical leave of absence.

### **Certificated Staff Appointment – Daniel Birnie**

The administration recommends acceptance of the following Certificated appointment(s):

Daniel Birnie to Skills & Technical Science position at Senior High to replace James Hannon who retired at the end of the 2015-2016 school year. Mr. Birnie will be placed at BA-1 of the certificated salary schedule. This appointment is contingent on Mr. Birnie obtaining full teacher certification. Information about Mr. Birnie is attached.

### **Extra Standard Appointment – Belle Williams**

The administration recommends acceptance of the following Extra-Standard appointment(s):

Belle Williams to Senior High Journalism (half split) position to replace a portion of Cathy Davis who resigned at the end of the 2015-2016 school year. Ms. Williams will be paid (half) of the Senior High Journalism stipend of \$1,489.50 at Category III, Level 1 according to the 2016-2017 extra standard salary schedule.

### **Classified Staff Releases/Resignations/Retirements – Misty Anderson, Cecile Callahan, Randal Powell, Abigail Shetler**

The administration recommends acceptance of the following classified release(s)/resignation(s):

Misty Anderson resigning from her Paraeducator position at Lincoln effective December 9, 2016.

Cecile Callahan resigning from her Library Paraeducator position at Hawthorne effective November 30, 2016.

Randal Powell resigning from Head Evening Custodian position at Middle School effective November 29, 2016.

Abigail Shetler resigning from her Bus Monitor position effective December 7, 2016.

### **Classified Staff Transfers – Amy Decker, Brook Kopecky**

The administration recommends acceptance of the following classified transfer(s):

Amy Decker from Instructional Paraeducator to Title I/Intervention Paraeducator position to replace Brook Kopecky who transferred to another position. Ms. Decker's wage will remain the same according to the 2016-2017 classified salary schedule.

Brook Kopecky from Title I/Intervention Paraeducator position to new Pareducator – BD position due to student needs. Ms. Kopecky's wage will be adjusted to the starting wage for BD/Skills Paraeducator position according to the 2016-2017 classified salary schedule.

**Classified Staff Appointments – Kayla Hanson, Denise Howie, Rose Koehler, Abbigail Terwey, Shannon Welton**

The administration recommends acceptance of the following classified appointment(s):

Kayla Hansen to instructional Paraeducator position at Lincoln to replace Amy Decker who transferred to another position. Ms. Hansen will be paid the starting wage for Paraeducator according to the 2016-2017 classified salary schedule. Information about Ms. Hansen is attached.

Denise Howie to .60 FTE Library Paraeducator position at Hawthorne to replace a portion of Cecile Callahan who resigned. Ms. Howie will be paid the starting wage for Paraeducator according to the 2016-2017 classified salary schedule. Information about Ms. Howie is attached.

Rose Koehler to new instructional Paraeducator position at Longfellow due to student needs. Ms. Koehler will be paid the starting wage for Paraeducator according to the 2016-2017 classified salary schedule. Information about Ms. Koehler is attached

Abbigail Terwey to Title I Paraeducator position at Lincoln to replace Misty Anderson who resigned. Ms. Terwey will be paid the starting wage for Paraeducator according to the 2016-2017 classified salary schedule. Information about Ms. Terwey is attached

Shannon Welton to .40 FTE Library Paraeducator position at Hawthorne to replace a portion of Cecile Callahan who resigned. Ms. Welton will be paid the starting wage for Paraeducator according to the 2016-2017 classified salary schedule. Information about Ms. Welton is attached

<b><u>Gifts</u></b>	<b><u>Amount</u></b>
The District's Opportunity Fund received a donation from the Spotts Trust	\$ 500.00
Memorial money from Ruth Kyle's family to go towards Watson Library books	\$ 300.00
The Watson staff provided 10 turkey dinners to 10 different Watson families for Thanksgiving and also 10 families for Christmas	\$ 540.00
The Middle School received a donation of \$500 for the Girls in Action from Dave and Marje Little.	<u>\$ 500.00</u>
<b>TOTAL</b>	<b>\$ 1840.00</b>