

Board of Education Regular Meeting

Monday, December 14, 2015 7:00 PM

Distance Learning Room at the Palmyra District OR-1 Public Schools

50 Dogwood

Bennet, NE 68317

District Mission:

“Together we prepare our students to successfully meet the challenges of the future.”

Strategic Goal 1: District OR-1 Public Schools will provide the facilities needed to be competitive with other area schools in athletics and fine arts programs.

Strategic Goal 2: District OR-1 Public Schools will foster a unified community.

Strategic Goal 3: District OR-1 Public Schools will continuously implement (academic) programs and the curriculum needed to remain competitive with other area schools.

Attendance Taken at 7:00 PM.

Jaimi Calfee: Present

Doug Church: Present

Kipp Haight: Present

Clayton Maahs: Present

Susan Royal: Present

Kevin Schroder: Absent

1. Call to Order The meeting was called to order by President Maahs at 7:01 p.m. December 14, 2015.
2. Open Meetings Act Posting
3. Staff Presentation regarding research from the curriculum committee. Mr. Chaffee presented information regarding the research conducted by the Curriculum Committee regarding grading scale, community service and graduation requirements. The recommendation of the committee is to take no action as our systems are working well and allowing for student choice including dual credit work during their junior and senior year. Our district is similar to the majority of districts as sampled by Mr. Chaffee and Mr. Bottrell. Mr. Chaffee answered questions about the process, our requirements and comments about community service opportunities. The Board of Education thanked Mr. Chaffee and the entire committee for their work.
4. Consent Agenda Motion to approve the consent agenda as presented Passed with a motion by Doug Church and a second by Kipp Haight.
Jaimi Calfee: Yea, Doug Church: Yea, Kipp Haight: Yea, Clayton Maahs: Yea, Susan Royal: Yea
- 4.1. Approval of minutes of previous meetings Susan asked for a spelling correction to be made to the 151109 minutes.

- 4.2. Approval of Claims/Payment of Bills and Payroll Susan asked why the Voice News bill did not total correctly. Mr. Hanger informed the Board that the accounting software totals the claims by invoice and individual claim so that the account payable total should be correct. Mr. Hanger added that he would ensure it is correct prior to issuing payment.
- 4.3. Certificated/Classified Hire(s)/Reassignment(s)/Resignation(s)
- 4.4. Financial Report
5. Public Comment Also present were Mr. Kelley Baker, Jay Spearman representing Ameritas, Tim Ripp and Adam Post representing Clark Enersen and Barry Ballou representing the Nebraska Liquid Asset Fund.
6. Administrative Reports Administrative reports were given by Mr. Hanger and Mrs. Walter. Mr. Bottrell attended the winter concert at Palmyra High School.
 - 6.1. Superintendent Report
 - 6.2. High School Principal
 - 6.3. Elementary Principal
7. Discussion Items- Committee Reports
 - 7.1. Future working meeting dates Tim Ripp and Adam Post from Clark Enersen presented information and documents regarding construction. Tim presented a work plan with potential meeting dates for the Board. Meetings were scheduled for January 11, January 25, and February 22 with Regular Board meetings on January 18 and February 8. Tim suggested that the Building Committee have a presence at the pre-bid meetings. Tim offered information on alternative bids and asked for the Board to review the spreadsheet provided with costs for each of those potential bid items. Adam Post presented information related to the plans for the buildings at the early stages of design work. Kelley Baker will inform the Board as to the best strategy to conduct the upcoming meetings.
 - 7.2. NASB State Conference Report Clayton, Kevin and Doug attended the State conference. Clayton commented that the speakers offered excellent information. Board members attended the session that offered information about construction delivery methods and took note of the caveats offered by the presenters. Doug thought that this was the best attended conference that he has been to and added that everyone should try to attend.
 - 7.3. Transportation Committee meeting dates The committee will attempt to get together the first part of January.
8. Action Items
 - 8.1. Presentation, discussion and or official action authorizing the issuance of the Series 2015 Voted General Obligation Building Bonds. Motion authorizing the issuance of the Series 2015 Voted General Obligation Building Bonds Passed with a motion by Doug Church and a second by Jaimi Calfee.

Susan Royal: Nay, Jaimi Calfee: Yea, Doug Church: Yea, Kipp Haight: Yea, Clayton Maahs: Yea Jay Spearman presented information related to the issuance of bonds in the amount of \$1,830,000.00. Jay discussed bank qualification and noted that if entities issue less than ten million dollars per year it saves interest cost. If the school were to issue more than that amount it limits the buyers and therefore raises the interest rates. Issuing the amount specified by the resolution in December of 2015 will keep the issue bank qualified and allow the remaining amount to be issued in 2016. This allows the district to have an opportunity to save on the cost of capitalized interest.
 - 8.2. Presentation, discussion and or official action to approve the resolution authorizing participation in the Nebraska Liquid Asset Fund. Motion to to approve the resolution

approving participation in the Nebraska Liquid Asset Fund. Passed with a motion by Kipp Haight and a second by Doug Church.

Jaimi Calfee: Yea, Doug Church: Yea, Kipp Haight: Yea, Clayton Maahs: Yea, Susan Royal: Yea Barry Ballou presented information related to the NLAF. Barry mentioned that he presented information at the December 7, 2015 work session. If the resolution is approved then membership would be in place prior to Tuesday December 22.

8.3. Presentation, discussion and or official action to receive the 2015 Audit Report Mr. Hanger informed the Board members that the audit process was positive and no significant findings were noted. Mr. Hanger thanked Karen Hatcher for her work to prepare for the audit and for maintaining sound accounting practices throughout the year.

8.4. Presentation, Discussion and or Official action to receive the Annual Rule 10 Report. Motion to receive the Annual Rule 10 Report Passed with a motion by Jaimi Calfee and a second by Doug Church.

Jaimi Calfee: Yea, Doug Church: Yea, Kipp Haight: Yea, Clayton Maahs: Yea, Susan Royal: Yea Mr. Hanger reported that the Rule 10 report is required by the State of Nebraska and by Board of Education Policy.

8.5. Presentation, discussion and or official action to approve the Collective Bargaining Agreement with District OR-1 Certified Staff. Motion to approve the Collective Bargaining Agreement with District OR-1 Certified Staff as presented. Passed with a motion by Kipp Haight and a second by Susan Royal.

Jaimi Calfee: Yea, Doug Church: Yea, Kipp Haight: Yea, Clayton Maahs: Yea, Susan Royal: Yea

8.6. Presentation, discussion and or official action to approve the Palmyra Site Survey proposal. Motion to approve the Palmyra Site Survey proposal as presented. Passed with a motion by Jaimi Calfee and a second by Kipp Haight.

Jaimi Calfee: Yea, Doug Church: Yea, Kipp Haight: Yea, Clayton Maahs: Yea, Susan Royal: Yea Mr. Hanger reported that the information reported is required by the State of Nebraska and Board policy.

9. Closed Session

9.1. Collective bargaining. Motion that the Board of Education enter into closed session for the purposes of discussion of strategy with respect to negotiation and collective bargaining with recognized bargaining units of compensation and terms and conditions of employment and for the protection of the public interest and the school district's best interest in compliance with the law. The Board invited Mr. Hanger and Mr. Baker into the closed session. Passed with a motion by Jaimi Calfee and a second by Doug Church.

Jaimi Calfee: Yea, Doug Church: Yea, Kipp Haight: Yea, Clayton Maahs: Yea, Susan Royal: Yea The board entered into closed session at 9:48 p.m.

9.2. Leave executive session. Motion to leave executive session at: 10:09 p.m. Passed with a motion by Jaimi Calfee and a second by Susan Royal.

Jaimi Calfee: Yea, Doug Church: Yea, Kipp Haight: Yea, Clayton Maahs: Yea, Susan Royal: Yea

10. Board of Education Development

10.1. Legislative Issues Conference January 31 and February 1 Clayton has attended these in the Past and they have provided valuable information regarding the upcoming legislative session.

- 10.2. Budget and Finance Workshop February 1 The Board reviewed dates and times for the upcoming workshop opportunity.
- 10.3. Board of Education Work Session February 1 Design meetings will take place on January 11 and January 25 at 5:30 p.m. A meeting has also been scheduled for February 22.
- 10.4. School Psychologist services Superintendent Hanger informed the Board that it will be necessary to advertise the current opening for a school psychologist. Currently services are being provided on a temporary basis by ESU 4 personnel.
- 10.5. Board of Education Tour dates and times The Board established tour dates to include Wednesday December 16th departing at 1:00 p.m. for Friend and Centennial and Monday December 21 departing for Freeman, Weeping Water, Louisville at 8:00 a.m. These meetings are the result of a need to reschedule the original November 30 meeting which was cancelled due to weather.
11. Topics for Next Month's Agenda Election of Officers, Construction update and working meetings on the first Monday of each month. The January Regular Board of Education meeting is scheduled for January 18, 2015.
12. Adjournment The meeting was duly adjourned at 10:15 p.m.

Chairperson

Superintendent

CERTIFICATE OF POSTING

The undersigned officer of Otoe County School District 0501 (Palmyra District OR-1) in the State of Nebraska (the "District") certifies that a copy of the Notice of Meeting of the Board of Education of said District held at _____ p.m. on Tuesday, December 14, 2015, in the Long Distance Learning Room of the High School located at 425 F Street, Palmyra, Nebraska, such notice being in the form attached hereto, was caused to be posted by me in the public places in the District listed below on the _____ day of December, 2015.

DATED this 14th day of December, 2015.

Its _____

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

**ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING**

The undersigned Members of the Board of Education of Otoe County School District 0501 (Palmyra District OR-1) in the State of Nebraska acknowledge receipt of advance notice of a meeting of said Board of Education, and the agenda for such meeting, held at _____ p.m. on Tuesday, December 14, 2015, in the Long Distance Learning Room of the High School located at 425 F Street, Palmyra, Nebraska.

DATED this 14th day of December, 2015.

December 14, 2015
Palmyra, Nebraska

A meeting of the Board of Education (the "Board") of Otoe County School District 0501 (Palmyra District OR-1) in the State of Nebraska (the "District") was held at _____ p.m. on Tuesday, December 14, 2015, in the Long Distance Learning Room of the High School located at 425 F Street, Palmyra, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the "Open Meetings Act"), and set forth (a) the time, date and place of this meeting, (b) that this meeting would be open to the attendance of the public, and (c) that an agenda of then known subjects to be taken up at the meeting kept continuously current could be obtained from the office of the Superintendent of Schools (the "Superintendent"). A copy of the affidavit of publication of or the certificate of posting said advance publicized notice was ordered annexed to the minutes of this meeting as Attachment 1. Each Board member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing, and a copy of their acknowledgment of receipt of such notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date and place of the meeting.

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

The following Board Members were absent: _____.

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

The President stated that a current and complete copy of the Open Meetings Act was available at the meeting for public inspection and indicated the location of such copy. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Board Member _____ introduced and moved the adoption of a resolution titled as follows, a full copy of which is attached hereto as Attachment 3:

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY OTOE COUNTY SCHOOL DISTRICT 0501 (PALMYRA DISTRICT OR-1) IN THE STATE OF NEBRASKA OF ITS GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2015, IN THE AGGREGATE PRINCIPAL AMOUNT OF ONE MILLION EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$1,830,000); CANVASSING THE RETURNS OF THE SPECIAL ELECTION HELD IN CONNECTION WITH SUCH BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; IMPOSING A TAX TO PAY THE PRINCIPAL OF PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

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

_____;

the following Members of the Board voted against the same: _____; and

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

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

* * * * *

Motion to adjourn.

DATED this 14th day of December, 2015.

President, Board of Education

Attest:

Secretary, Board of Education

ATTACHMENT 1

Certificate of Posting of Notice of Meeting

See Tab #6

ATTACHMENT 2

Acknowledgment of Receipt of Advance Notice of Meeting

ATTACHMENT 3

Bond Resolution

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY OTOE COUNTY SCHOOL DISTRICT 0501 (PALMYRA DISTRICT OR-1) IN THE STATE OF NEBRASKA OF ITS GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2015, IN THE AGGREGATE PRINCIPAL AMOUNT OF ONE MILLION EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$1,830,000); CANVASSING THE RETURNS OF THE SPECIAL ELECTION HELD IN CONNECTION WITH SUCH BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; IMPOSING A TAX TO PAY THE PRINCIPAL OF PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF OTOE COUNTY SCHOOL DISTRICT 0501 (PALMYRA DISTRICT OR-1) IN THE STATE OF NEBRASKA AS FOLLOWS:

Section 1. The Board of Education (the “**Board**”) of Otoe County School District 0501 (Palmyra District OR-1) in the State of Nebraska (the “**District**”), hereby makes the following findings and determinations:

(a) The District is duly organized as a Class III School District under Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended, maintaining both elementary and high school grades under the direction of a single board of education, the District embracing territory having a population of more than 1,000 and not more than 150,000 inhabitants.

(b) The Board has previously determined that it is necessary that the District expend funds for the purposes of financing the costs of (i) renovating, rehabilitating and improving the District’s existing elementary school building in Bennet, Nebraska, constructing one or more additions to and related site improvements for such building, and acquiring and installing necessary furniture, equipment, and apparatus for such school building and additions, and (ii) renovating, rehabilitating and improving the District’s existing high school in Palmyra, Nebraska, constructing one or more additions to and related site improvements for such building, including career center classrooms, a new gymnasium and fine arts space, and acquiring and installing necessary furniture, equipment and apparatus for such school building and additions (collectively, the “**Project**”)

(c) Pursuant to a resolution passed by this Board on July 13, 2015 (the “**Election Resolution**”), there was submitted to the qualified electors of the District, at the statewide general election held on November 10, 2015 (the “**Election**”), the question

of issuing bonds of the District in a principal amount not to exceed Eleven Million Three Hundred Eighty-Five Thousand Dollars (\$11,385,000) for the purposes of financing the costs of the Project and levying and collecting a special levy of taxes against all the taxable property in the District sufficient in rate and amount to pay the principal of, premium, if any, and interest on said bonds.

(d) A proposition for the issuance of bonds for such purpose had not been submitted to the electors of the District within the 6 months preceding the Election.

(e) Notice of the Election and the submission of such questions was duly given to the qualified electors of the District by publication in the *Voice News*, a legal newspaper of general circulation within the District, said notice being published on October 15, 22 and 29, 2015 and November 5, 2015, the first publication being at least 20 days prior to the Election. The sample ballot regarding such questions was published in the *Voice News*, on November 5, 2015.

(f) The Election was held as designated in the Election Resolution and the notice, and at said Election there was submitted to the qualified electors of the District the question of issuing said bonds and levying taxes to pay the same as set out in the Election Resolution.

(g) The ballots cast at the Election were counted by the Election Commissioner of Lancaster County, Nebraska and disinterested persons appointed by said Election Commissioner. The returns of the Election and certificate of the counting board showing the results of the Election have been delivered to this Board for purpose of making a canvas thereof.

(h) The Election returns, as certified by the Election Commissioner, provide that at the Election 733 ballots were cast in favor of said bonds and tax, 663 ballots were cast against said bonds and tax, and 0 ballots cast were rejected and not counted.

(i) The Board has canvassed the returns of the Election and does hereby determine that a majority of all qualified electors voting on the question of said bonds and tax have voted in favor of issuing said bonds and levying the tax to pay the same.

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

(k) All conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation bonds of the District as authorized by the qualified voters at the Election in the aggregate principal amount of \$1,830,000 do exist and have been done in due form and time as required by law.

Section 2. (a) For the purposes of financing a portion of the costs of the Project and paying the costs of issuing the bonds herein authorized, there shall be and there are hereby

ordered issued negotiable general obligation bonds of the District in the aggregate principal amount of One Million Eight Hundred Thirty Thousand Dollars (\$1,830,000), designated as General Obligation School Building Bonds, Series 2015 (the “**Bonds**”). The Bonds shall be issued only as fully registered Bonds, without coupons, on the books of the Registrar and Paying Agent designated in Section 3 hereof (the “**Registrar**”) in denominations of \$5,000 or whole multiples thereof not exceeding the principal amount due on a given date of maturity, and shall be numbered consecutively from one upward in order of issuance. The Date of Original Issue of the Bonds shall be the date of delivery, and the Bonds shall mature and bear interest, calculated on the basis of a 360-day year consisting of twelve 30-day months, as follows:

Type	Maturity Date	Principal Amount	Interest Rate
Serial	December 15, 2017	\$ 75,000	%
Serial	December 15, 2018	75,000	
Serial	December 15, 2019	75,000	
Serial	December 15, 2020	75,000	
Serial	December 15, 2021	75,000	
Serial	December 15, 2022	80,000	
Serial	December 15, 2023	80,000	
Serial	December 15, 2024	85,000	
Serial	December 15, 2025	85,000	
Serial	December 15, 2026	85,000	
Serial	December 15, 2027	90,000	
Serial	December 15, 2028	90,000	
Serial	December 15, 2029	95,000	
Serial	December 15, 2030	100,000	
Serial	December 15, 2031	100,000	
Term	December 15, 2036	565,000	

(b) (i) The Bonds maturing on or prior to December 15, 2020 are not subject to redemption prior to their respective stated maturities, and the Bonds maturing on or after December 15, 2021 are subject to redemption at the option of the District on December 29, 2020 or any date thereafter, as a whole or in part, in such principal amounts and from such maturity or maturities as the District in its sole and absolute discretion, shall determine, at a redemption price equal to the amount so redeemed, plus accrued interest on such principal amount to the date fixed for redemption.

(ii) The Bonds maturing on December 15, 2036 (the “**Term Bonds**”) are subject to redemption prior to maturity through application of mandatory sinking fund payments (each a “**Mandatory Sinking Fund Payment**”) in the amounts and on the dates as set out below at a price equal to the principal amount so redeemed, plus accrued interest to the date of such call:

\$565,000 Principal Amount Maturing December 15, 2036

\$105,000 to be Called December 15, 2032

\$110,000 to be Called December 15, 2033

\$115,000 to be Called December 15, 2034

\$115,000 to be Called December 15, 2035

\$120,000 Payable on December 15, 2036

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

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

(iv) Notice of redemption of Bonds stating their designation, date, maturity, principal amounts and the redemption date shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Bonds) to the registered owners at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Bonds or the redemption of any Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption to whom such notice has not been given as

provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The District shall give written notice to the Registrar of its election to redeem Bonds at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as aforesaid no later than the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called; such Bonds shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption and shall continue to be protected by this Bond Resolution and entitled to the benefits and security hereof.

(c) Interest on the Bonds at the respective rates for each maturity is payable semiannually on June 15 and December 15 of each year, beginning June 15, 2016 (each, an “**Interest Payment Date**”), from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption, by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the Bond Register maintained by the Registrar or its successor as of the close of business on the 15th day (whether or not a business day) preceding each Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar at its principal corporate trust office.

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

If the date for payment of the principal of or the interest on the Bonds shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the principal corporate trust office of the Registrar is located are authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

(d) The Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the President and the Secretary of the Board or such other persons authorized to sign on their behalf. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bonds, such

signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Bond Resolution.

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

Section 3. (a) BOKF, National Association, in Lincoln, Nebraska, is hereby designated to serve as the initial Bond Registrar and Paying Agent (the “**Registrar**”) for the Bonds. The Registrar shall serve in such capacities under the terms of an agreement entitled “**Registrar and Paying Agent Agreement**” between the District and the Registrar. The President, the Vice President, the Secretary, the Treasurer, the Superintendent or any other officer of the Board or the District (each, including such other person or persons authorized to act on their behalf, an “**Authorized Officer**”) is hereby authorized to execute said agreement in such form as he or she shall deem appropriate or necessary. The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

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

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

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

(d) The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the District for such purposes. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond to such owner's registered address as shown on the books of registration as required to be maintained under this Section 3. As provided in Section 9 hereof, on or before each principal or interest due date, without further order of the Board, the Treasurer of the Board or the Superintendent of Schools shall transmit from the Bond Fund (hereinafter established) to the Registrar money sufficient for payment of all principal and interest then due. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond. The District and the Registrar may treat the registered owner of any Bonds as the absolute owner of such Bond for purposes of making payments thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the District

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

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

**UNITED STATES OF AMERICA
STATE OF NEBRASKA**

**OTOE COUNTY SCHOOL DISTRICT 0501
(PALMYRA DISTRICT OR-1)
GENERAL OBLIGATION SCHOOL BUILDING BOND
SERIES 2015**

No. _____		\$ _____	
<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	December 15, 20____	_____, 2015	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

OTOE COUNTY SCHOOL DISTRICT 0501 (PALMYRA DISTRICT OR-1) IN THE STATE OF NEBRASKA (the “District”) promises to pay to the order of the Registered Owner, or its registered assigns, on the Date of Maturity the Principal Amount indicated above upon presentation and surrender of this Bond at the corporate trust offices of BOKF, National Association, Lincoln, Nebraska, as Bond Registrar and Paying Agent (the “Registrar”).

The District also promises to pay interest on said Principal Amount on June 15 and December 15 of each year, commencing June 15, 2016 (each of such dates an “Interest Payment Date”), at the Interest Rate per annum indicated above from the Date of Original Issue or most recent Interest Payment Date, whichever is later, and continuing until said Principal Amount is paid. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on this Bond prior to maturity shall be paid by check or draft mailed on such Interest Payment Date to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar at the close of business on the 15th day (whether or a not a business day) preceding each Interest Payment Date (the “Record Date”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this Bond (or of one or more predecessor Bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of One Million Eight Hundred Thirty Thousand Dollars (\$1,830,000), of even date and like tenor herewith, except as to date of maturity, rate of interest, denomination and priority of redemption

(the “Bonds”), which were authorized by more than 50% of the ballots cast by the qualified electors of the District at a special election duly called by the Board of Education and held on November 10, 2015. The Bonds are being issued for the purpose of financing the costs of renovating, rehabilitating and improving the District’s existing elementary school building in Bennet, Nebraska, constructing one or more additions to and related site improvements for such building, and acquiring and installing necessary furniture, equipment, and apparatus for such school building and additions, and (ii) renovating, rehabilitating and improving the District’s existing high school in Palmyra, Nebraska, constructing one or more additions to and related site improvements for such building, including career center classrooms, a new gymnasium and fine arts space, and acquiring and installing necessary furniture, equipment and apparatus for such school building and additions.

Notice of said election was given for more than twenty days prior thereto in a legal newspaper of general circulation in the District, and at said election the question of the issuance of said Bonds and the levy of the tax to pay the same was submitted to the qualified electors of the District in compliance with Sections 10-701 to 10-716.01, Reissue Revised Statutes of Nebraska, as amended. All of said Bonds are issued pursuant to a Resolution duly adopted by the Board of Education of the District on December 14, 2015 (the “Bond Resolution”).

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

The Bonds of the series of which this Bond is one maturing on or prior to December 15, 2020, are not subject to redemption prior to their stated maturities. The Bonds of the series of which this Bond is one maturing on and after December 15, 2021, are subject to redemption at the option of the District prior to the stated maturities thereof at any time on or after December 29, 2020, as a whole or in part from time to time in such principal amounts and from such maturity or maturities as the District in its sole and absolute discretion may determine, at the redemption price of the principal amount so redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.

The Bonds of this series maturing on December 15, 2036 shall be subject to mandatory sinking fund redemption on the dates and in the amounts set forth in the Bond Resolution.

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

maturity are to be called for redemption, the Registrar shall select the particular Bonds of such maturity to be redeemed by lot.

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

The Bonds of the series of which this Bond is one are issuable as fully registered bonds without coupons in the denomination of \$5,000 and any whole multiple thereof. Subject to the limitations and upon payment of the charges provided in the Bond Resolution, bonds may be exchanged for a like aggregate principal amount of bonds. This Bond is transferable by the Registered Owner or such owner's attorney duly authorized in writing at the principal corporate trust office of the Registrar in Lincoln, Nebraska, upon surrender and cancellation of this Bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Bond Resolution, subject to the limitations therein prescribed. The District, the Registrar and any other person may treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not.

If the date for payment of the principal or redemption price of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city in which the principal corporate trust office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

The District has, in the Resolution, designated the Bonds as "qualified tax-exempt obligations" described in Section 265(b) of the Internal Revenue Code of 1986, as amended.

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

AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

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

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

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

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

**OTOE COUNTY SCHOOL DISTRICT
0501 (PALMYRA DISTRICT OR-1) IN
THE STATE OF NEBRASKA**

ATTEST:

(Sample - Do not sign)

President

(Sample - Do not sign)

Secretary

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This Bond is one of the series designated therein and has been registered to the owner named in said Bond and the name of such owner has been recorded in the books of record maintained by the undersigned Registrar for said issue of Bonds.

BOKEF, NATIONAL ASSOCIATION, as
Bond Registrar and Paying Agent

By: _____
Its Authorized Officer

(FORM OF ASSIGNMENT)

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

Date: _____

Registered Owner

Witness: _____

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

Section 5. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository (which may be in the form of a blanket letter, including any such letter previously executed and delivered), for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

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

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

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

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

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

(c) If the District determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the District and Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the District and Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

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

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

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

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

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of Section 2(b)(iii) of this Bond Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository is terminated or resigns and is not replaced, the District shall immediately provide a supply of printed bonds for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of bonds shall be insufficient to meet the requirements of the District and Registrar for issuance of replacement Bonds upon transfer or partial redemption, the District agrees to order printed an additional supply of bonds and to direct their execution by manual or facsimile signature of an authorized officer of the District and the authentication by the manual signature of an authorized officer of the Registrar. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bonds delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. No Bond shall be valid or obligatory unless and until the Certificate of Authentication and Registration thereon shall have been duly executed by the Registrar.

Section 6. After being executed by the President and the Secretary of the Board as set forth in Section 2(d) hereof, said Bonds shall be delivered to the Registrar for registration and authentication. The Superintendent shall be responsible for the delivery of the Bonds and for all other ministerial acts relating to the Bonds. Any Authorized Officer is hereby authorized to take all actions necessary to effect the delivery of the Bonds to the Purchaser thereof, inclusive of the power and authority to execute such orders, certificates, receipts and other documents as may be necessary or desirable to effect such delivery and to receive the purchase price for the Bonds.

The Superintendent is directed to make and certify a transcript of the proceedings of the District precedent to the issuance of said Bonds, which transcript shall be delivered to the Purchaser of said Bonds. Any Authorized Officer shall certify for the Auditor of Public Accounts the taxable valuation, the number of children of school age residing in the District and the total bonded indebtedness of the District.

Section 7. (a) Upon execution, registration and authentication of the Bonds, the Registrar is authorized to deliver the Bonds to Ameritas Investment Corp., as original purchaser of the Bonds (the “**Purchaser**”), upon receipt of the purchase price equal to \$_____ (par amount of the Bonds, less the Purchaser’s discount of \$_____), plus accrued interest, if any. The Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such Purchaser and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The Bond Purchase Agreement (the “**Purchase Agreement**”) to be entered into between the District and the Purchaser with respect to the purchase of the Bonds from the District, in such form as may be approved by any Authorized Officer in the exercise of his or her own independent judgment and absolute discretion determine, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved, and confirmed. Any Authorized Officer is hereby authorized to execute the Purchase Agreement.

(c) The sale of the Bonds to the Purchaser pursuant to the Purchase Agreement is hereby in all respects authorized, adopted, specified, accepted, ratified, approved, and confirmed.

Section 8. The District hereby establishes the following funds and accounts: (a) the 2015 Bond Fund (the “**Bond Fund**”) and (b) the 2015 Project Fund (the “**Project Fund**”). The foregoing funds shall be maintained by the District in accordance with the provisions of this Resolution. The District Treasurer or any Authorized Officer is hereby authorized to create additional sub-accounts within the foregoing fund and accounts as are necessary and appropriate to carry out the provisions of this Resolution.

Section 9. The purchase price from the sale of the Bonds, including the interest, if any, accrued on the Bonds, shall be received by the District Treasurer who shall deposit, transfer or apply such proceeds as follows:

(a) Proceeds of the Bonds in the amount of \$_____ shall be deposited in the Project Fund. Moneys in the Project Fund shall be disbursed by the District to pay the costs and expenses of financing, acquiring, constructing, improving, equipping and furnishing the Project.

(b) Proceeds of the Bonds in the amount of \$-0-, together with accrued interest, if any, received upon closing of the Bonds shall be deposited in the Bond Fund and applied to capitalized interest falling due on the Bonds on June 15, 2016.

(c) The remaining proceeds of the Bonds (\$_____) shall be disbursed by the District to pay the costs of issuing the Bonds or other Project costs. The District may also pay such costs from its general fund.

Section 10. (a) The District shall deposit in the Bond Fund, as and when received, all proceeds of the tax levy provided for in Section 11 hereof. All amounts paid and credited to the Bond Fund shall be expended and used by the District for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due, including on any redemption date, and paying the usual and customary fees and expenses of the Registrar.

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

(c) Any moneys or investments remaining in the Bond Fund after the retirement of the Bonds shall be transferred to the general fund of the District.

Section 11. The Bonds shall be direct, general obligations of the District, and the District irrevocably pledges the full faith and credit and the tax power of the District, including such special levy of taxes described in this section and all receipts therefrom, to the prompt payment of the principal of, premium, if any, and the interest on the Bonds as the same become due. The District represents, warrants and covenants that it shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the District, without limitation as to rate or amount, to pay the interest on, premium, if any, and the principal of the Bonds as and when such interest, premium, and principal, respectively, become due, which taxes shall be in excess of and in addition to all other taxes now or hereafter authorized to be levied by the District. Such tax levy and all receipts therefrom to all payments due on the Bonds are pledged to the payment of debt service on the Bonds. The District further agrees to direct the application of such tax levy monies held by the County Treasurer of Otoe County and the county treasurers of any other county in which portions of the District may lie to the payment of the Bonds so that not later than each maturity date and/or Interest Payment Date with respect to the Bonds, there shall be on hand with the Registrar sufficient funds to make the payments of principal of, premium, if any, and interest on the Bonds as they fall due.

Section 12. (a) The District covenants and agrees that (i) it will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (ii) it will not use or permit the use of any proceeds of Bonds or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the 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 (i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds, (ii) 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 (iii) 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 amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The District specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Arbitrage Instructions, if any. Notwithstanding anything to the contrary contained herein, the Arbitrage Instructions may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of

municipal bonds, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

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

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

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

(ii) none of the Bonds is a private activity bond as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Bonds are to be used for local governmental activities of the District;

(iv) the aggregate face amount of the Bonds attributable to financing the construction of public school facilities is not less than \$1,830,000 (the “**Construction Amount**”);

(v) the aggregate face amount of all tax-exempt obligations (other than “private activity bonds and certain refunding bonds” but including any tax-exempt lease-purchase agreements) to be issued by the District during the current calendar year is not reasonably expected to exceed the sum of (A) \$5,000,000, plus (B) the lesser of \$10,000,000 (provided that such amount is attributable to the construction of public school facilities) or the Construction Amount; District understands that, for this purpose, (y) the District and all entities which issue bonds on behalf of the District are treated as one issuer; and (z) all bonds issued by an entity subordinate to the District are treated as issued by the District; and

(vi) the District (including all subordinate entities thereof) will not issue in excess of \$15,000,000 (no more than \$5,000,000 of which may be attributable to expenditures not relating to the construction of public school facilities) of tax-exempt bonds (other than “private activity bonds and certain refunding bonds” but including any tax-exempt lease-purchase agreements) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the excludability of the interest on the Bonds from gross income for federal tax purposes will not be adversely affected thereby.

(f) The District hereby designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In addition, the District hereby represents that:

(i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) which will be issued by the District (and all subordinate entities thereof) during current calendar year is not reasonably expected to exceed \$10,000,000; and

(ii) the District (including all subordinate entities thereof) will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) during current calendar year, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

Any Authorized Officer shall take such other action as may be necessary to make effective the designation in this subsection (f).

Section 13. (a) The Preliminary Official Statement prepared in connection with the Bonds, including any amendments or supplements thereto, is hereby ratified, approved and deemed “final” for purposes of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended (“**Rule 15c2-12**”), and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. Any Authorized Officer is hereby authorized to deliver the final Official Statement as so supplemented and amended, and the use and public distribution of the final Official Statement by the Purchaser in connection with the sale of the Bonds is hereby authorized. Such officials are further 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.

(b) The District (i) authorizes and directs any Authorized Officer to execute and deliver, on the date of the issuance of the Bonds, a continuing disclosure undertaking (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 and is acceptable to the Purchaser and bond counsel and (ii) covenants that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provisions of this Bond Resolution, failure of the District to comply with the Undertaking will not be considered a default under this Bond Resolution or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this subparagraph and the Undertaking. For purposes of this subparagraph, “Beneficial Owner” means any person who (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.

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

specifically including the provisions of Sections 10-142 and 10-717 et seq., Reissue Revised Statutes of Nebraska, as amended.

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

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

Section 17. If any one or more of the provisions of this Bond Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Bond Resolution and the invalidity

thereof shall in no way affect the validity of the other provisions of this Bond Resolution or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Bond Resolution and under any applicable provisions of law. If any provisions of this Bond Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 18. The District hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit A to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change these policies and procedures from time to time, without notice.

Section 19. The District hereby adopts the Disclosure Policies and Procedures attached to this Resolution as Exhibit D to ensure that the District satisfies the requirements of Rule 15c2-12 and the Undertaking. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change such policies and procedures from time to time, without notice.

Section 20. This Bond Resolution shall take effect and be in force from and after its passage as provided by law.

ADOPTED this 14th day of December, 2015.

**OTOE COUNTY SCHOOL DISTRICT
0501 (PALMYRA DISTRICT OR-1) IN THE
STATE OF NEBRASKA**

ATTEST:

By: _____
President, Board of Education

Secretary, Board of Education

EXHIBIT A

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance by the District of its General Obligation School Building Bonds, Series 2015 (the “**Bonds**”), the District will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax exempt status of interest on the Bonds. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Bonds with respect to the use of the gross proceeds of the Bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate. In order to comply with the covenants and representations set forth in the bond documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of the Bonds over their life.

Designation of Responsible Person

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

Post-Issuance Compliance Requirements

External Advisors/Documentation

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

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

The District shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of

Bond proceeds, unless the Tax Certificate documents that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the resolution or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account by a trustee, and the investment of Bond proceeds shall be managed by the District. The District shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

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

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

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

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

The District shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;

- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the District discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

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

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

Record Keeping Requirement

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

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

- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to the Bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

EXHIBIT B TO BOND RESOLUTION

DISCLOSURE POLICIES AND PROCEDURES

Purpose of Disclosure Policies and Procedures

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

Otoe County School District 0501 (Palmyra District OR-1) in the State of Nebraska (the “**District**”) has previously issued or may in the future issue Obligations subject to the Rule, and in connection with such issuances the District has entered and/or will enter into one or more Continuing Disclosure Certificates or Continuing Disclosure Undertakings (collectively, the “**Undertakings**”) in accordance with the Rule. Pursuant to such Undertakings, the District has covenanted or will covenant to comply with the Rule by timely making the required filings. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule.

Designation of District Representative; Maintenance of List and Files

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

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

Dissemination Agents

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

Annual Financial Filings

The District Representative will review the Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the District’s audited financial statements and certain other financial information or operating data with respect to the District, if applicable (the “**Annual Report**”)) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. Unless required otherwise by an Undertaking and as permitted by EMMA filing procedures, the District Representative may file identical Annual Reports with respect to each issue of the District’s Obligations. The District Representative shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Undertaking, if applicable.

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

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

Listed Event Filings

The District Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The District Representative will monitor the Obligations and the District’s operations for occurrences of any such

events and will actively evaluate whether an event may be a listed event as set forth in the District's outstanding Undertakings. After obtaining actual knowledge of such an event, the District Representative will promptly contact the District's bond counsel and the Dissemination Agent, if any, to determine whether the District must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the District must file such notice, the District Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the District's bond counsel may otherwise direct.

Reports of District Representative; Record Retention

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

The District Representative shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all filings for each issue of Obligations outstanding during each fiscal year. Such records shall be kept for at least 5 years after the respective issue of Obligations is no longer outstanding.

Familiarity with EMMA Submission Process

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

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

Training

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

Review of Offering Document in Connection with Primary Offerings

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

Work Session-Board of Education

December 07, 2015 6:00 PM

Nebraska Association of School Boards, 1311 Stockwell Lincoln, NE

A. Call to Order

Discussion:

The meeting was called to order at 6:05 p.m.

B. Non Action Items

B.1. Barry Ballou Nebraska Liquid Asset Fund

Discussion:

Barry Ballou presented information regarding the Liquid Asset Fund as an option for schools in Nebraska. The fund is sponsored by NASB and NCSA and serves as a repository for fund proceeds such as those generated by the issuance of bonds.

B.2. Marcia Herring Nebraska Association of School Boards

Discussion:

The Board reviewed areas of strength and those identified for growth and improvement in discussion led by NASB staff. Board Qualities (visible in the community, regional conferences), Board meetings (devotes time to setting policy and not administrative matters, informed about agenda items), Policy and Planning, (understands its role as a policy making body, long range planning) Board Community (advocates district positions with political leaders).

B.3. School Tour Schedule

Discussion:

The Board established tour dates to include Wednesday December 16th departing at 1:00 p.m. for Friend and Centennial and Monday December 21 departing for Freeman, Weeping Water, Louisville at 8:00 a.m.

B.4. Next Steps

Discussion:

Scheduling construction meetings for the first Monday each month beginning February 1, 2015. The Board established a start time of 5:30 p.m. The first Monday of each month.

C. Next Regular Meeting

D. Adjournment

Discussion:

The meeting was duly adjourned at 9:34 p.m.

Balance Sheet
 Period Ending: November 2015
 Monthly; Processing Month 11/2015

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 01 GENERAL FUND				
<u>Current Assets</u>				
01 101	CASH IN BANK	1,919,814.05	(332,186.41)	1,587,627.64
01 110	Receivable Account	0.00	0.00	0.00
	Current Assets Subtotal:	1,919,814.05	(332,186.41)	1,587,627.64
<u>Other Assets</u>				
01 390	Budgeted Revenue	5,774,110.00	0.00	5,774,110.00
01 392	Less: Revenue Received	(1,001,626.47)	(134,983.57)	(1,136,610.04)
	Other Assets Subtotal:	4,772,483.53	(134,983.57)	4,637,499.96
Total Assets and Deferred Outflows of Resources:		6,692,297.58	(467,169.98)	6,225,127.60
<u>Current Liabilities</u>				
01 402	Accounts Payable	0.00	0.00	0.00
01 450	PAYROLL DEDUCTION PAYABLE	1,183.12	0.00	1,183.12
01 451	FICA PAYABLE	0.00	0.00	0.00
01 452	FIT PAYABLE	0.00	0.00	0.00
01 453	INSURANCE PAYABLE	758.12	0.00	758.12
01 454	RETIREMENT PAYABLE	0.00	0.00	0.00
01 455	SIT PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	1,941.24	0.00	1,941.24
<u>Other Liabilities</u>				
01 603	Encumbrance Commitments	0.00	0.00	0.00
01 690	Budgeted Expenditures	6,145,474.00	0.00	6,145,474.00
01 692	Less: Expenditures to Date	(1,067,106.10)	(467,169.98)	(1,534,276.08)
01 694	Less: Encumbrance Commitments	0.00	0.00	0.00
01 696	Less: Outstanding Accounts Pa	0.00	0.00	0.00
	Other Liabilities Subtotal:	5,078,367.90	(467,169.98)	4,611,197.92
<u>Fund Balance</u>				
01 704	Fund Balance - Regular Unspent	1,983,352.44	0.00	1,983,352.44
01 705	Budgeted Fund Balance	(371,364.00)	0.00	(371,364.00)
01 999	Suspense Account	0.00	0.00	0.00
	Fund Balance Subtotal:	1,611,988.44	0.00	1,611,988.44
Total Liabilities, Deferred Inflows of Resources, and Fund Equity:		6,692,297.58	(467,169.98)	6,225,127.60

Balance Sheet
 Period Ending: November 2015
 Monthly; Processing Month 11/2015

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 02 Depreciation				
<u>Current Assets</u>				
02 101	CASH	395,200.73	0.00	395,200.73
	Current Assets Subtotal:	395,200.73	0.00	395,200.73
<u>Other Assets</u>				
02 390	BUDGETED REVENUE	0.00	0.00	0.00
02 392	LESS: REVENUE RECEIVED	0.00	0.00	0.00
	Other Assets Subtotal:	0.00	0.00	0.00
Total Assets and Deferred Outflows of Resources:		395,200.73	0.00	395,200.73
<u>Current Liabilities</u>				
02 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
02 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	0.00	0.00	0.00
<u>Other Liabilities</u>				
02 603	ENCUMBRANCES	0.00	0.00	0.00
02 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
02 692	LESS: EXPENDITURES TO DATE	(5,915.19)	0.00	(5,915.19)
02 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	(5,915.19)	0.00	(5,915.19)
<u>Fund Balance</u>				
02 704	FUND BALANCE	401,115.92	0.00	401,115.92
02 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	401,115.92	0.00	401,115.92
Total Liabilities, Deferred Inflows of Resources, and Fund Equity:		395,200.73	0.00	395,200.73

Balance Sheet
 Period Ending: November 2015
 Monthly; Processing Month 11/2015

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 03 Unemploymnet				
<u>Current Assets</u>				
03 101	CASH	18,333.07	0.28	18,333.35
03 106	SAVINGS CERTIFICATES	20,000.00	0.00	20,000.00
	Current Assets Subtotal:	<u>38,333.07</u>	<u>0.28</u>	<u>38,333.35</u>
<u>Other Assets</u>				
03 390	BUDGETED REVENUE	0.00	0.00	0.00
03 392	LESS: REVENUE RECEIVED	(4.77)	(0.28)	(5.05)
	Other Assets Subtotal:	<u>(4.77)</u>	<u>(0.28)</u>	<u>(5.05)</u>
	Total Assets and Deferred Outflows of Resources:	<u><u>38,328.30</u></u>	<u><u>0.00</u></u>	<u><u>38,328.30</u></u>
<u>Current Liabilities</u>				
03 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
03 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Other Liabilities</u>				
03 603	ENCUMBRANCES	0.00	0.00	0.00
03 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
03 692	LESS: EXPENDITURES TO DATE	0.00	0.00	0.00
03 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Fund Balance</u>				
03 704	FUND BALANCE	38,328.30	0.00	38,328.30
03 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	<u>38,328.30</u>	<u>0.00</u>	<u>38,328.30</u>
	Total Liabilities, Deferred Inflows of Resources, and Fund Equity:	<u><u>38,328.30</u></u>	<u><u>0.00</u></u>	<u><u>38,328.30</u></u>

Balance Sheet
 Period Ending: November 2015
 Monthly; Processing Month 11/2015

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 06 Hot Lunch				
<u>Current Assets</u>				
06 101	CASH	74,958.32	7,388.53	82,346.85
	Current Assets Subtotal:	74,958.32	7,388.53	82,346.85
<u>Other Assets</u>				
06 390	BUDGETED REVENUE	0.00	0.00	0.00
06 392	LESS: REVENUE RECEIVED	(30,020.61)	(32,879.38)	(62,899.99)
	Other Assets Subtotal:	(30,020.61)	(32,879.38)	(62,899.99)
Total Assets and Deferred Outflows of Resources:		44,937.71	(25,490.85)	19,446.86
<u>Current Liabilities</u>				
06 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
06 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	0.00	0.00	0.00
<u>Other Liabilities</u>				
06 603	ENCUMBRANCES	0.00	0.00	0.00
06 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
06 692	LESS: EXPENDITURES TO DATE	(52,926.41)	(25,490.85)	(78,417.26)
06 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	(52,926.41)	(25,490.85)	(78,417.26)
<u>Fund Balance</u>				
06 704	FUND BALANCE	97,864.12	0.00	97,864.12
06 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	97,864.12	0.00	97,864.12
Total Liabilities, Deferred Inflows of Resources, and Fund Equity:		44,937.71	(25,490.85)	19,446.86

Balance Sheet
 Period Ending: November 2015
 Monthly; Processing Month 11/2015

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 07 Bond				
<u>Current Assets</u>				
07 101	CASH	323,446.06	16,975.49	340,421.55
	Current Assets Subtotal:	323,446.06	16,975.49	340,421.55
<u>Other Assets</u>				
07 390	BUDGETED REVENUE	0.00	0.00	0.00
07 392	LESS: REVENUE RECEIVED	(87,154.88)	(16,975.49)	(104,130.37)
	Other Assets Subtotal:	(87,154.88)	(16,975.49)	(104,130.37)
Total Assets and Deferred Outflows of Resources:		236,291.18	0.00	236,291.18
<u>Current Liabilities</u>				
07 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
07 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	0.00	0.00	0.00
<u>Other Liabilities</u>				
07 603	ENCUMBRANCES	0.00	0.00	0.00
07 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
07 692	LESS: EXPENDITURES TO DATE	0.00	0.00	0.00
07 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	0.00	0.00	0.00
<u>Fund Balance</u>				
07 704	FUND BALANCE	236,291.18	0.00	236,291.18
07 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	236,291.18	0.00	236,291.18
Total Liabilities, Deferred Inflows of Resources, and Fund Equity:		236,291.18	0.00	236,291.18

Balance Sheet
 Period Ending: November 2015
 Monthly; Processing Month 11/2015

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 08 Special Building FUnD				
<u>Current Assets</u>				
08 101	CASH	421,103.68	(3,869.50)	417,234.18
08 106	SAVINGS CERTIFICATES	50,000.00	0.00	50,000.00
	Current Assets Subtotal:	471,103.68	(3,869.50)	467,234.18
<u>Other Assets</u>				
08 390	BUDGETED REVENUE	0.00	0.00	0.00
08 392	LESS: REVENUE RECEIVED	(42,703.69)	(3,852.50)	(46,556.19)
	Other Assets Subtotal:	(42,703.69)	(3,852.50)	(46,556.19)
Total Assets and Deferred Outflows of Resources:		428,399.99	(7,722.00)	420,677.99
<u>Current Liabilities</u>				
08 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
08 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	0.00	0.00	0.00
<u>Other Liabilities</u>				
08 603	ENCUMBRANCES	0.00	0.00	0.00
08 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
08 692	LESS: EXPENDITURES TO DATE	(13,624.18)	(7,722.00)	(21,346.18)
08 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	(13,624.18)	(7,722.00)	(21,346.18)
<u>Fund Balance</u>				
08 704	FUND BALANCE	442,024.17	0.00	442,024.17
08 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	442,024.17	0.00	442,024.17
Total Liabilities, Deferred Inflows of Resources, and Fund Equity:		428,399.99	(7,722.00)	420,677.99

**SUPERINTENDENTS REPORT
REGULAR BOARD MEETING**

A. Consent Agenda

Building Fund: \$2500.00 replacing crumb rubber surface with wood mulch at Bennet Elementary.

Bond Fund: \$306,386.25 scheduled principal payment.

B. General Fund claims:

AdvancED: \$750.00 annual accreditation fees.

Alarmlink: \$383.40 annual monitoring of Bennet pre-school.

Amazon: \$751.12 toner for printers, iPad charger cables.

B2 Environmental: \$550.00 AHERA three year Asbestos Inspection fee.

Bank of America: \$2123.81 copy paper order, Gallup strength finder test for 10-11 grades.

Car-Quest: \$43.90 wiper blades and bus bulbs.

Ekstrum Auto Tech: \$3093.10 bus 02 overhead consul repair, bus 10 stepwell heater motor assembly, bus 00 repair mirror brackets and right front mirror, replace fuel and water separator filter, amber light assembly, bus 08 wiper blades and heated mirror switch, bus 12 fuel filters and clearance lights, bus 09 fuel filter and exhaust pipe, bus 07 rear park brake cables, axle seals, Chrysler Van, Dodge and Fusion service and inspection.

Hamilton Service: \$1412.33 Palmyra east boilers work in leak repair and installation of water treatment chemical, repair of air supply to wood shop, thermostat replacement Bennet Elementary.

JoAnne Henke: \$5550.27 annual fee for school Annual Financial Report and Audit Report.

Kleritec: \$642.17 cleaning supplies.

KSB School Law: \$260.00 Affordable Health Care compliance conference.

Lincoln/Omaha Truck Center: \$4136.17 bus 13 brakes, rotors pads, seals, wheels sensor, gaskets.

NASB: \$717.00 conference registration.

Nebraska City Public Schools: \$2750.00 invoice for special education services.

Nebraska Department of Labor: \$144.00 annual boiler inspection.

Palmyra Activity Fund: \$101.00 UNL math day.

Perry Law Firm: \$3640.00 policy review, residency considerations in relation to attendance reporting, document review November 9th board meeting, board meeting attendance, construction meeting.

Schaffer Communications: \$61.25 bus 08 radio repair.

Southwest Auto: \$287.28 repair of bus 07 rear door.

Syracuse Town and Country: \$909.00 Epi-pen for Bennet and Palmyra.

UPS: \$114.81 shipping return fee pre-school bus seats are not compatible with our seats.

Invoice Number	Check Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 01 GENERAL FUND	
ABM Janitorial-North Central, Inc	8727682	2,181.67
01 2610 690 200	Sec Upkeep	2,181.67
Total ABM Janitorial-North Central, Inc		2,181.67
ADVANCEED NEBRASKA	00023225	750.00
01 2410 690 100	Elem Other Expenses	750.00
Total ADVANCEED NEBRASKA		750.00
ALARMLINK USA	00101068280	383.40
01 3540 319 100	Contracted Services	383.40
Total ALARMLINK USA		383.40
AS CENTRAL SERVICES	979523	227.47
01 2224 382 000	Internet Service	227.47
Total AS CENTRAL SERVICES		227.47
B2 ENVIRONMENTAL	8744	550.00
01 2610 690 200	Sec Upkeep	550.00
Total B2 ENVIRONMENTAL		550.00
BANK OF AMERICA	Nov7-Dec 6 2015	2,123.81
01 1110 410 100	Elem Supplies	1,266.29
01 2120 690 200	Sec Other Expense	839.16
01 2510 341 100	Postage	18.36
Total BANK OF AMERICA		2,123.81
Black Hills Energy	5247622314-Dec	39.08
01 2610 321 100	natural gas	39.08
Total Black Hills Energy		39.08
CARQUEST Auto Parts Stores	273276/275009	43.90
01 2750 337 000	Tires & Parts	43.90
Total CARQUEST Auto Parts Stores		43.90
CASEY'S GENERAL STORES, INC	11/02/2015	4,374.39
01 1120 336 200	Gas & Oil	16.15
01 2750 336 000	Gas & Oil	141.92
01 2610 410 200	Sec Supplies	23.53
01 2750 336 000	Gas & Oil	28.14
01 2610 410 100	Elem Supplies	40.00
01 2750 336 000	Gas & Oil	4,124.65
CASEY'S GENERAL STORES, INC	11/30/2015-1780	3,290.77
01 2750 336 000	Gas & Oil	13.82
01 2760 336 000	Gas & Oil	14.15
01 2610 410 200	Sec Supplies	64.65
01 2750 336 000	Gas & Oil	3,198.15
Total CASEY'S GENERAL STORES, INC		7,665.16
Chaffee, Michael	mc9.16.15	119.00
01 2120 670 200	Sec Travel & Mileage	119.00
Total Chaffee, Michael		119.00

Invoice Number	Check Number	Amount
150-1510-8511	25133	361.67
01 2610 321 200	Fuel	256.77
01 2610 321 200	Fuel	35.23
01 3540 321 100	utilities	69.67
Total CONTINUUM RETAIL ENERGY SERVICES, LLC		361.67
12/25/15DK	25134	59.93
01 2750 690 000	Other Expense	59.93
Total Daniel Kelley		59.93
2016-141	25135	92.65
01 2610 410 100	Elem Supplies	92.65
Total DECKER EQUIPMENT		92.65
Oct 1-31/15	25136	418.75
01 1110 410 200	Sec Supplies	185.27
01 3540 410 100	supplies	233.48
Total DECKER'S		418.75
11/30/2015	25137	100.00
01 1120 690 200	Other Expenses	100.00
Total DEPARTMENT OF MOTOR VEHICLES		100.00
11/25/15HPALM02	25138	177.08
01 1110 531 200	Sec Equipment Repair	177.08
Total DIETZE MUSIC HOUSE		177.08
660501-11/30/15	25139	15,926.72
01 4404 318 100	contracted services	180.34
01 4404 314 100	Audiologist	241.08
01 4404 313 100	pre-Diagnosis	4,999.50
01 4404 318 100	contracted services	14.00
01 4404 318 100	contracted services	434.56
01 1212 313 000	Sped Director (esu4)	811.51
01 1212 313 000	Sped Director (esu4)	811.51
01 1213 313 100	Elem Audiologist	447.72
01 1214 313 100	Elem Diagnosis	1,666.50
01 4410 318 100	IDEA Contracted Services (Hearing)	2,000.00
01 4404 318 100	contracted services	4,320.00
8025	25139	70.00
01 2212 310 100	Elem Staff Development	20.00
01 2120 690 200	Sec Other Expense	10.00
01 2410 310 200	Sec Principal Developpe	20.00
01 2410 310 100	Elem Principal Development	20.00
8038	25139	140.00
01 2212 310 200	Sec Staff Development	20.00
01 2212 310 200	Sec Staff Development	20.00
01 2212 310 100	Elem Staff Development	20.00
01 2212 310 100	Elem Staff Development	20.00
01 2212 310 100	Elem Staff Development	20.00
01 2212 310 100	Elem Staff Development	20.00
01 2212 310 100	Elem Staff Development	20.00
01 2212 310 100	Elem Staff Development	20.00
Total EDUCATIONAL SERVICE UNIT #4		16,136.72

Account Number	Detail Description	Check Number	Amount
EGAN SUPPLY CO	237781	25140	390.40
01 2610 410 100	Elem Supplies		195.20
01 2610 410 200	Sec Supplies		195.20
Total EGAN SUPPLY CO			<u>390.40</u>
EKSTRUM AUTO TECH INC.	Nov 2015	25141	3,093.10
01 2750 338 000	Bus Repairs		1,995.85
01 2750 338 000	Bus Repairs		493.50
01 2750 338 000	Bus Repairs		212.00
01 2760 338 000	Bus Repairs		77.00
01 1120 338 200	Car Repairs		314.75
Total EKSTRUM AUTO TECH INC.			<u>3,093.10</u>
EMILY BUDDENBERG	Nov 15 EB	25142	1,990.63
01 4406 318 100	IDEA 3 and 4		1,990.63
EMILY BUDDENBERG	Oct-15 EB	25142	2,516.83
01 4406 318 100	IDEA 3 and 4		2,516.83
Total EMILY BUDDENBERG			<u>4,507.46</u>
FIRST CONCORD BENEFITS	Nov fees 2015	25143	100.00
01 2510 690 000	Other Expense		100.00
Total FIRST CONCORD BENEFITS			<u>100.00</u>
FREMONT INDUSTRIES, INC	864207	25144	325.00
01 2610 690 100	Elem Upkeep		325.00
Total FREMONT INDUSTRIES, INC			<u>325.00</u>
Gabriel, Brad	11/10/15-BG	25145	171.94
01 1110 412 200	Ind Arts Supplies		171.94
Total Gabriel, Brad			<u>171.94</u>
HAMILTON SERVICE CO	21153	25146	1,044.56
01 2620 310 200	Sec Repairmen		1,044.56
HAMILTON SERVICE CO	21159	25146	120.90
01 2620 310 200	Sec Repairmen		120.90
HAMILTON SERVICE CO	21693	25146	246.87
01 2620 310 100	Elem Repairmen		246.87
Total HAMILTON SERVICE CO			<u>1,412.33</u>
Hampton Inn - Kearney	0109-OR1 Public	25147	238.00
01 2510 690 000	Other Expense		238.00
Total Hampton Inn - Kearney			<u>238.00</u>
HOBY REGISTRATION	117329,332,331	25148	895.00
01 2190 699 200	Student Council		895.00
Total HOBY REGISTRATION			<u>895.00</u>
INSPRO INC.	2nd - 12/2015	25149	19,254.00
01 2310 641 000	Liability Insurance		1,040.25
01 2310 240 000	Workers Compensation		7,310.75
01 2310 641 000	Liability Insurance		142.25
01 2310 641 000	Liability Insurance		237.25

Board Report - Detail after checks are printed

Posted - All; Batch Description Dec 2015 Bills

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2310 641 000	Liability Insurance		437.50
01 2310 641 000	Liability Insurance		382.00
01 2750 641 000	Insurance		2,363.00
01 2310 641 000	Liability Insurance		807.25
01 2310 641 000	Liability Insurance		6,533.75
Total INSPRO INC.			19,254.00
James Duff	JD973084	25150	65.00
01 2750 690 000	Other Expense		65.00
Total James Duff			65.00
JOANN K. HENKE, CPA	11/6/2015JH	25151	5,550.27
01 2310 690 000	Other Expense		5,550.27
Total JOANN K. HENKE, CPA			5,550.27
KIDS ON THE GO, INC	11/1-30/15-pt	25152	723.30
01 4404 315 100	Physical Therapy		209.05
01 4404 315 100	Physical Therapy		120.30
01 1215 313 100	Elem Physical Therapy		393.95
Total KIDS ON THE GO, INC			723.30
Klertitec	INV00220733	25153	642.17
01 2610 410 200	Elem Supplies		642.17
Total Klertitec			642.17
Knutson, Denise	20151204	25154	36.23
01 1110 670 100	Elem Travel & Mileage		36.23
Knutson, Denise	DKOctober 2015	25154	51.75
01 1110 670 100	Elem Travel & Mileage		51.75
Total Knutson, Denise			87.98
KSB School Law	1026	25155	260.00
01 2310 690 000	Other Expense		260.00
Total KSB School Law			260.00
Malone, Kenneth	bcbsdedkm	25156	250.00
01 1110 230 200	Medical Ins		250.00
Total Malone, Kenneth			250.00
MATHESON-TRI-GAS INC	12332308	25157	49.09
01 1110 410 200	Sec Supplies		49.09
Total MATHESON-TRI-GAS INC			49.09
MCCALL PATTERN	112029	25158	6.65
01 1110 410 200	Sec Supplies		6.65
Total MCCALL PATTERN			6.65
MENARDS	2131	25159	288.38
01 2610 410 100	Elem Supplies		288.38
MENARDS	3234	25159	30.54
01 2610 410 200	Sec Supplies		30.54
Total MENARDS			318.92

Account Number	Detail Description	Invoice Number	Check Number	Amount
NE ASSOCIATION OF SCHOOL BOARDS		38590	25160	717.00
01 2310 630 000	Dues & Fees			239.00
01 2310 630 000	Dues & Fees			239.00
01 2320 630 000	Dues & Fees			239.00
Total	NE ASSOCIATION OF SCHOOL BOARDS			717.00
NE DOL/BOILER INSPECTION PROGRAM		100035	25161	144.00
01 2610 690 200	Sec Upkeep			144.00
Total	NE DOL/BOILER INSPECTION PROGRAM			144.00
NE SAFETY CENTER @ UNK		57-3165BUS	25162	225.00
01 2750 690 000	Other Expense			225.00
Total	NE SAFETY CENTER @ UNK			225.00
Nebraska City Public Schools		JB-1-2015-16	25163	2,750.00
01 1222 310 313	Alternative Education			2,750.00
Total	Nebraska City Public Schools			2,750.00
NEBRASKA CITY UTILITIES		10/9-11/10	25164	7,155.76
01 2610 322 100	Elem Electricity			98.08
01 2610 322 200	Sec Electricity			3,050.49
01 2610 322 200	Sec Electricity			3,762.56
01 3540 321 100	utilities			189.68
01 2610 322 100	Elem Electricity			29.95
01 2610 322 200	Sec Electricity			25.00
Total	NEBRASKA CITY UTILITIES			7,155.76
OFFICE DEPOT Business Account		1133074/966954	25165	635.89
01 1110 530 100	Elem Furniture			194.94
01 1110 530 100	Elem Furniture			440.95
Total	OFFICE DEPOT Business Account			635.89
PALMYRA ACTIVITY FUND		Dec 2015	25166	101.00
01 2190 689 200	Field Trips HS			101.00
Total	PALMYRA ACTIVITY FUND			101.00
PAMELA S. LINKE OTR/L		Aug & Sept 2015	25167	3,645.88
01 1217 313 100	Occupational Therapy			722.38
01 4404 313 100	pre-Diagnosis			232.50
01 1217 313 100	Occupational Therapy			2,002.75
01 4404 313 100	pre-Diagnosis			688.25
Total	PAMELA S. LINKE OTR/L			3,645.88
Perry, Guthery, Hasse & Gessford, P.C., L.L.O.		7911.00000/8	25168	3,640.00
01 2310 317 000	Legal Services			3,206.00
01 2310 317 000	Legal Services			434.00
Total	Perry, Guthery, Hasse & Gessford, P.C., L.L.O.			3,640.00
PSAT/NMSQT		12.1.15PSAT8/9	25169	242.00
01 2120 318 200	Contracted Services			242.00
Total	PSAT/NMSQT			242.00

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
RICOH USA, INC.	95810172	25171	1,037.73
01 1110 320 100	Copier elementary		518.87
01 1110 320 200	Copier Secondary		518.86
Total RICOH USA, INC.			1,037.73
RICOH USA, INC	1058693008	25170	216.30
01 2222 410 200	Sec Supplies		216.30
Total RICOH USA, INC			216.30
ROBERT G. FOCKEN	4569	25172	26.90
01 2750 690 000	Other Expense		26.90
Total ROBERT G. FOCKEN			26.90
SHAFFER COMMUNICATIONS	15-1802	25173	61.25
01 2750 338 000	Bus Repairs		61.25
Total SHAFFER COMMUNICATIONS			61.25
Southwest Auto	143737	25174	287.28
01 2750 338 000	Bus Repairs		287.28
Total Southwest Auto			287.28
Supplyworks	351798871	25175	221.22
01 2610 410 200	Sec Supplies		221.22
Total Supplyworks			221.22
Svoboda, Dallas	12/1/15DS	25176	88.23
01 2750 690 000	Other Expense		80.73
01 2750 690 000	Other Expense		7.50
Total Svoboda, Dallas			88.23
SYNCB/AMAZON	3 invoices	25177	751.12
01 2320 690 000	Other Expense		59.95
01 2410 410 200	Sec Supplies		526.32
01 4992 560 200	Secondary Computer Equipment		164.85
Total SYNCB/AMAZON			751.12
TOWN & COUNTRY	007946/11/05/15	25178	909.00
01 2510 410 000	Supplies		909.00
Total TOWN & COUNTRY			909.00
TRUCK CENTER COMPANIES	909477	25179	4,136.17
01 2750 338 000	Bus Repairs		4,136.17
Total TRUCK CENTER COMPANIES			4,136.17
TRUGREEN PROCESSING CENTER	41683087	25180	265.00
01 2620 318 200	Contracted Services		265.00
Total TRUGREEN PROCESSING CENTER			265.00
UPS	0000BY9T54485	25181	114.81
01 2510 341 100	Postage		114.81
Total UPS			114.81

Account Number	Detail Description	Invoice Number	Check Number	Amount
VILLAGE OF BENNET		62387,88/62513	25182	1,101.27
01 2610 342 100	Electricity			36.56
01 2610 342 100	Electricity			626.10
01 3540 321 100	utilities			366.59
01 2610 323 100	Elem Water & Sewer			72.02
Total VILLAGE OF BENNET				1,101.27
VILLAGE OF PALMYRA		10/27-11/25/15	25183	363.38
01 2610 323 200	Sec Water & Sewer			56.25
01 2610 323 200	Sec Water & Sewer			165.72
01 2610 323 200	Sec Water & Sewer			76.13
01 2610 323 200	Sec Water & Sewer			24.00
01 2610 323 200	Sec Water & Sewer			41.28
Total VILLAGE OF PALMYRA				363.38
VOICE NEWS		160335	25184	7.15
01 2310 350 000	Advertise/printing			7.15
VOICE NEWS		160346	25184	47.13
01 2310 350 000	Advertise/printing			47.13
VOICE NEWS		160778/	25184	139.70
01 2310 350 000	Advertise/printing			32.82
01 2310 350 000	Advertise/printing			106.88
Total VOICE NEWS				193.98
Wilson, Jiree		JW-Aug-Oct 2015	25185	87.98
01 1216 670 100	Travel/Mileage			87.98
Total Wilson, Jiree				87.98
WINDSTREAM		090478926-11/27	25186	229.37
01 2510 382 200	Sec Telephone			229.37
WINDSTREAM		090481120-11/27	25186	156.99
01 2510 382 100	Elem Telephone			156.99
Total WINDSTREAM				386.36
Fund Number 01				99,275.41
Checking Account ID 1				99,275.41

December Bills	\$99275.41
November Payroll	\$384912.40
Total	\$484187.81

Revenue Summary Report
Processing Month: 11/2015
Regular; Processing Month 11/2015

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	Taxes-other	4,755,409.00	0.00	0.00	0.00	4,755,409.00
01 1110	Local Property Taxes	0.00	105,894.87	993,360.75	0.00	(993,360.75)
01 1115	Carline Tax	0.00	0.00	0.00	0.00	0.00
01 1125	Motor Vehicle Tax	202,446.00	8,704.70	29,690.27	14.67	172,755.73
01 1200	Tuition	0.00	0.00	0.00	0.00	0.00
01 1210	Tuition Other Districts	0.00	0.00	0.00	0.00	0.00
01 1250	Summer Tuition	10,000.00	0.00	0.00	0.00	10,000.00
01 1270	Preschool Tuition & Fees	0.00	1,425.00	4,475.00	0.00	(4,475.00)
01 1270 0002	Preschool Tuition & Fees	0.00	0.00	0.00	0.00	0.00
01 1310	Transportation Other District	0.00	0.00	0.00	0.00	0.00
01 1410	Interest On Investments	0.00	46.66	145.56	0.00	(145.56)
01 1610	Local License Fees	0.00	0.00	0.00	0.00	0.00
01 1810	Community Services	15,000.00	4,758.34	11,076.02	73.84	3,923.98
01 1910	Rental Of School Facility	200.00	40.00	95.00	47.50	105.00
01 1990	Other Local Receipts	0.00	0.00	0.00	0.00	0.00
Subtotal: LOCAL RECIEPTS		4,983,055.00	120,869.57	1,038,842.60	20.85	3,944,212.40
01 2110	Co Fines & License Fees	10,000.00	0.00	2,402.31	24.02	7,597.69
01 2130	Other Local Receipts	0.00	0.00	0.00	0.00	0.00
01 2150 0002	SAFETY & SECURITY	0.00	0.00	0.00	0.00	0.00
01 2190	Sencap tuition	0.00	0.00	0.00	0.00	0.00
01 2200	Esu Receipts-other	0.00	0.00	0.00	0.00	0.00
01 2210	Esu Receipts	5,000.00	0.00	0.00	0.00	5,000.00
Subtotal: COUNTY AND ESU RECEIPTS		15,000.00	0.00	2,402.31	16.02	12,597.69
01 3100	State Appropriation	0.00	0.00	0.00	0.00	0.00
01 3110	State Aid	486,555.00	0.00	48,655.47	10.00	437,899.53
01 3120	Spec Ed/school Age	70,000.00	0.00	0.00	0.00	70,000.00
01 3125	Special ed Transportation	1,500.00	0.00	0.00	0.00	1,500.00
01 3130	Homestead Exemption	0.00	0.00	0.00	0.00	0.00
01 3131	Property Tax Credit	0.00	0.00	0.00	0.00	0.00
01 3135	Pymts/high Abil Learners	3,500.00	0.00	5,489.00	156.83	(1,989.00)
01 3140	Drivers Education	0.00	0.00	0.00	0.00	0.00
01 3180	Pro-Rate Motor Vehicle	7,000.00	0.00	0.00	0.00	7,000.00
01 3200	State Apportionment	42,000.00	0.00	0.00	0.00	42,000.00
01 3300	In Lieu Of School Land Tax	0.00	0.00	0.00	0.00	0.00
01 3500	Quality Ed Incentive Grant	0.00	0.00	0.00	0.00	0.00
01 3512	District Education Incentive	0.00	0.00	2,000.00	0.00	(2,000.00)
01 3513	Mentor Grant	0.00	0.00	0.00	0.00	0.00
01 3540	State Early Childhood	35,000.00	0.00	0.00	0.00	35,000.00
01 3990	Other State Receipts	0.00	0.00	0.00	0.00	0.00
Subtotal: STATE RECEIPTS		645,555.00	0.00	56,144.47	8.70	589,410.53
01 4100	NCLB Title 1 Part A, Carry Over	0.00	0.00	0.00	0.00	0.00
01 4200	NCLB Title 1 Part A, Current Year	32,000.00	0.00	0.00	0.00	32,000.00
01 4201	NCLB consolidated	0.00	0.00	0.00	0.00	0.00
01 4300	NCLB Title V Part A (Innovation Edu	5,000.00	0.00	0.00	0.00	5,000.00
01 4310	Title II	0.00	2,798.15	2,798.15	0.00	(2,798.15)
01 4320	R.E.A.P. Rural Education Achievemem	0.00	0.00	0.00	0.00	0.00
01 4400	Title VI-B Pre-School Special Educa	0.00	0.00	0.00	0.00	0.00
01 4401	Title VI-B Programs	0.00	0.00	0.00	0.00	0.00
01 4402	Title VI-B Transportation	0.00	0.00	0.00	0.00	0.00
01 4403	Title VI-B Other	0.00	0.00	0.00	0.00	0.00
01 4404	IDEA Part B Base Allocation	0.00	0.00	0.00	0.00	0.00
01 4406	Idea base 3-5	0.00	0.00	4,201.00	0.00	(4,201.00)
01 4406 0002	IDEA BASE 3-5	0.00	0.00	0.00	0.00	0.00

Revenue Summary Report
 Processing Month: 11/2015
 Regular; Processing Month 11/2015

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 4410	IDEA Enrollment/Poverty	55,000.00	0.00	0.00	0.00	55,000.00
01 4425	Title VI-B Class Size Reduction	0.00	0.00	0.00	0.00	0.00
01 4450	Medicaid Reimbursement	7,500.00	0.00	0.00	0.00	7,500.00
01 4455	Medicaid Admin Activities Pub Schoo	10,000.00	0.00	0.00	0.00	10,000.00
01 4455 0002	MEDICAID ADMIN ACTIVITIES PUBLIC SC	0.00	0.00	0.00	0.00	0.00
01 4500	Star Grant	0.00	0.00	0.00	0.00	0.00
01 4580	Ed Jobs	0.00	0.00	0.00	0.00	0.00
01 4599	Fed State Fiscal Stabilization ARRA	0.00	0.00	0.00	0.00	0.00
01 4610	ARRA: Idea Part B Enrollment /Pover	0.00	0.00	0.00	0.00	0.00
01 4630	ARRA idea	0.00	0.00	0.00	0.00	0.00
01 4630 0002	ARRA Aideaprespymt	0.00	0.00	0.00	0.00	0.00
01 4690	Other Federqal Non-Categorical Rece	0.00	0.00	0.00	0.00	0.00
01 4700	Federal Vocational Education	0.00	0.00	0.00	0.00	0.00
01 4750	School to Work	0.00	0.00	0.00	0.00	0.00
01 4810	ARRA TITLE 1	0.00	0.00	0.00	0.00	0.00
01 4900	Other Federal Receipts	0.00	0.00	0.00	0.00	0.00
01 4955	NCLB Title II Part A (teacher/princ	0.00	0.00	0.00	0.00	0.00
01 4960	NCLB Title IV Part A (Safe & Drug F	0.00	0.00	0.00	0.00	0.00
01 4965	Goals 2000	0.00	0.00	0.00	0.00	0.00
01 4975	Innovation in Education (Frameworks	0.00	0.00	0.00	0.00	0.00
01 4985	NCLB Title II Part D (Technology)	0.00	0.00	0.00	0.00	0.00
01 4990	R.E.A.P.	0.00	0.00	0.00	0.00	0.00
01 4992	REAP	20,000.00	0.00	0.00	0.00	20,000.00
01 4994	SCIP	0.00	0.00	0.00	0.00	0.00
	Subtotal: FEDERAL RECEIPTS	129,500.00	2,798.15	6,999.15	5.40	122,500.85
01 5000	Non Revenue Receipts-other	0.00	0.00	0.00	0.00	0.00
01 5300	insurance adj.	0.00	0.00	0.00	0.00	0.00
01 5400	sale of assets	0.00	0.00	0.00	0.00	0.00
01 5400 0003	Sale of Property	0.00	0.00	0.00	0.00	0.00
01 5500	Transfers From Funds	0.00	11,315.85	31,302.51	0.00	(31,302.51)
01 5610	Art Class Receipts	0.00	0.00	0.00	0.00	0.00
01 5620	Industrial Arts Receipts	0.00	0.00	0.00	0.00	0.00
01 5690	Other Non Revenue Receipts	1,000.00	0.00	919.00	91.90	81.00
	Subtotal: NON-REVENUE RECEIPTS	1,000.00	11,315.85	32,221.51	3,222.15	(31,221.51)
01 8000 0002	Transfers	0.00	0.00	0.00	0.00	0.00
	Subtotal: Transfers	0.00	0.00	0.00	0.00	0.00
01 9000	9000 non programmed	0.00	0.00	0.00	0.00	0.00
01 9000 0002	NON-PROGRAMMED EXPESNES	0.00	0.00	0.00	0.00	0.00
	Subtotal: NON-PROGRAM RECEIPTS	0.00	0.00	0.00	0.00	0.00
	Fund Total:	5,774,110.00	134,983.57	1,136,610.04	19.68	4,637,499.96

Current Cash Balance Report

Date: 09/01/2015 thru 11/30/2015

Group ID and Activity Number

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
A ACTIVITY ACCOUNT					
1 ATHLETIC	6,544.53	23,691.37	16,923.71	0.00	13,312.19
2 ANNUAL	4,838.92	5,110.00	0.00	0.00	9,948.92
3 MUSIC	909.14	430.40	860.80	0.00	478.74
4 ELEMENTARY UNIT	7,806.73	1,033.17	88.76	0.00	8,751.14
5 STUDENT COUNCIL	1,964.58	364.00	933.16	0.00	1,395.42
6 FFA	6,904.91	4,317.65	3,344.25	0.00	7,878.31
7 High School UNIT	4,682.32	272.11	437.40	0.00	4,517.03
8 P CLUB	1,032.28	0.00	0.00	0.00	1,032.28
9 FCCLA	891.17	983.85	415.90	0.00	1,459.12
10 MISC ACCOUNT	1,337.44	325.00	0.00	0.00	1,662.44
11 Art Club	679.13	0.00	0.00	0.00	679.13
12 National Honor Society	246.09	0.00	0.00	0.00	246.09
13 Speech	24.33	0.00	0.00	0.00	24.33
14 1st Grade	1,796.36	0.00	0.00	0.00	1,796.36
15 American Council	0.00	0.00	0.00	0.00	0.00
15	0.00	0.00	0.00	0.00	0.00
16 Concessions	756.96	3,031.39	3,017.28	0.00	771.07
17 Basketball camps	1,699.72	400.14	0.00	0.00	2,099.86
18 Bonds	0.00	0.00	0.00	0.00	0.00
19 Interest	83.44	10.87	0.00	0.00	94.31
20 Union Bank	0.00	0.00	0.00	0.00	0.00
21 Palmyra Sports Apparel	0.00	0.00	0.00	0.00	0.00
22 Fields Scholarship	4,863.80	0.00	0.00	0.00	4,863.80
23 Cross Country	-391.93	1,069.15	206.87	0.00	470.35
24 Industrial Arts Shop	314.51	220.18	0.00	0.00	534.69
25 Library	6,242.50	0.00	0.00	0.00	6,242.50
26 PARTY Group	2,139.12	231.00	204.68	0.00	2,165.44
27	0.00	0.00	0.00	0.00	0.00
28 Musical/Drama	2,361.65	493.50	272.50	0.00	2,582.65
29 wrestling	1,062.00	1,508.43	115.00	0.00	2,455.43
30 GENERAL FUND REIMBURSEMENT	-341.08	1,140.95	900.87	0.00	-101.00
31 6th grade	794.39	150.00	0.00	-500.00	444.39
32 Weights	7,258.48	3,379.00	6,554.05	-249.00	3,834.43
33 Volleyball Account	2,227.24	3,221.14	3,383.00	0.00	2,065.38
34 Imprest Fund	2,000.00	0.00	0.00	0.00	2,000.00
35 Bennet Boosters	841.97	0.00	0.00	500.00	1,341.97
36 Cheerleading	-1,745.03	7,116.51	1,329.48	0.00	4,042.00
37 Bennet Back-Pack Program	101.17	0.00	0.00	0.00	101.17
38 Student Planners	9.00	0.00	0.00	0.00	9.00
39 Family Passes for 2014-2015	0.00	4,355.00	0.00	0.00	4,355.00
40 Student Fees	0.00	3,640.00	0.00	0.00	3,640.00
41 Quiz Bowl	566.18	0.00	0.00	0.00	566.18
42	0.00	0.00	0.00	0.00	0.00
43	0.00	0.00	0.00	0.00	0.00
44 Spanish	6.85	0.00	0.00	0.00	6.85
45	0.00	0.00	0.00	0.00	0.00
46 Class of 2016	965.72	441.00	0.00	0.00	1,406.72
47 National Breast Cancer Foundation	0.00	2,041.55	905.00	0.00	1,136.55
48 Class of 2015	274.61	0.00	0.00	0.00	274.61
49 Show Choir	17.85	386.17	155.66	0.00	248.36
50 Insurance I-Pads	9,695.00	2,845.00	0.00	0.00	12,540.00
51 Golf	220.75	188.42	0.00	0.00	409.17
52 Class of 2017	0.00	3,402.93	1,108.20	0.00	2,294.73

SELECTED Data

Current Cash Balance Report

Date: 09/01/2015 thru 11/30/2015

Arranged by:
Group ID and Activity Number

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
A ACTIVITY ACCOUNT Totals:	81,682.80	75,799.88	41,156.57	-249.00	116,077.11
Report Totals:	81,682.80	75,799.88	41,156.57	-249.00	116,077.11

12/09/2015 02:56 PM

Function Number

Expenditure Report by Function/Object - Summary

Regular, Processing Month 12/2015

User ID: KFH

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/P Outstanding	P/O Outstanding	Unencumbered Balance
4690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4730	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4810	10,091.00	0.00	0.00	0.00	10,091.00	0.00	0.00	10,091.00
4955	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4985	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4990	18,935.00	0.00	0.00	0.00	18,935.00	0.00	0.00	18,935.00
4991	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4992	45,000.00	164.85	5,143.28	11.43	39,856.72	0.00	0.00	39,856.72
4994	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01	6,145,474.00	99,805.41	1,634,081.49	26.63	4,511,392.51	2,158.00	0.00	4,509,236.51

Superintendent's Report

December 14, 2015

1. New state accountability results released in December showed that more than half of all public schools were classified as excellent or great. Under AQuESTT, Accountability for a Quality Education System Today and Tomorrow, schools were classified excellent, great, good or needs improvement. A breakdown showed that 147 or 13.01 percent of the schools were classified excellent, 473 or 41.86 percent were great, 423 or 37.43 percent were good and 87 or 7.70 percent were designated as in need of improvement.

Detailed information on the AQuESTT system is available at www.aquestt.com.

The AQuESTT report on the classification of schools/districts will be available through the Nebraska Department of Education's homepage at: www.education.ne.gov or www.aquestt.com

2. A reminder that ECNC passes are not accepted at ECNC tournament events for basketball, volleyball, wrestling and track.

3. After more than a decade, it appears that Congress is on the verge of abandoning the universally unpopular No Child Left Behind Act in favor of much more flexibility at the state level in regards to accountability, school turnarounds, teacher evaluation, and more. The new provision passed by the Senate will maintain No Child Left Behind's signature transparency provisions, such as annual testing in reading and math in grades 3-8 and once in high school. While key new provisions have passed in the Senate and the House they have now also been approved by the oval office. A handout is available for you.

4. School Bond Election Results:

Proposition 1:	For	733	Against	663
----------------	-----	-----	---------	-----

Proposition 2:	For	643	Against	737
----------------	-----	-----	---------	-----

5. Be reminded that the incumbent deadline for filing to be on the ballot for re-election is February 16, 2016.

6. The IDEA special education grant application has been submitted. The grant amount request is \$106,702 and should be approved this month.

Best Wishes for a Joyous and Happy Holiday Season.

December Activity Board Report

VB All Conference Selections: 2nd Team-Moriah Calfee, Honorable Mention-Wesley Steward

FB All Conference Selections: Offense 1st Team-Drew Huxoll, Defense 1st Team-Landon Hornby

Offense 2nd Team-Quinton Davis, Offense 2nd Team-Jon Fitzsimons

Honorable Mention Offense-Ryan Juilfs

Honorable Mention Defense-Houston Hornby

December Activity Calendar

Tue	12/01/2015	Elementary Winter Concert	6:30pm		Palmyra High School
Thu	12/03/2015	Wrestling: Varsity Dual Tournament	4:30pm	Centennial Junior-Senior, HTRS, Palmyra, Wilber-Clatonia, Freeman	Palmyra High School
Thu	12/03/2015	Basketball: Girls JV Game	4:30pm	Away vs. Freeman	Freeman High School
Thu	12/03/2015	Basketball: Boys JV Game	4:45pm	Away vs. Freeman	Freeman High School
Thu	12/03/2015	Basketball: Girls Varsity Game	6:00pm	Away vs. Freeman	Freeman High School
Thu	12/03/2015	Basketball: Boys Varsity Game	7:45pm	Away vs. Freeman	Freeman High School
Fri	12/04/2015	Basketball: Girls JV Game	3:45pm	Southern	Palmyra High School
Fri	12/04/2015	Basketball: Boys JV Game	4:30pm	Southern	Palmyra High School
Fri	12/04/2015	Basketball: Girls Varsity Game	5:45pm	Southern	Palmyra High School
Fri	12/04/2015	Basketball: Boys Varsity Game	7:30pm	Southern	Palmyra High School
Sat	12/05/2015	Wrestling: Varsity Cougar Classic Invitational	9:30am	Away vs. Conestoga, Bishop Neumann, Doniphan-Trumbull, Fort Calhoun Community, Freeman, HTRS, Lincoln Christian, Louisville, Palmyra, Winnebago	Conestoga Jr./Sr. High School
Mon	12/07/2015	Basketball: Boys JH Game	4:30pm	Elmwood-Murdock	Bennet Elementary
Tue	12/08/2015	Basketball: Boys JV Game	3:30pm	Away vs. Johnson-Brock	Johnson Brock High School
Tue	12/08/2015	Basketball: Girls Varsity Game	5:00pm	Away vs. Johnson-Brock	Johnson-Brock

Tue	12/08/2015	Basketball: Boys Varsity Game	6:30pm	Away vs. Johnson-Brock	Johnson Brock High School	
Wed	12/09/2015	Nebraska Power Show				Lincoln
Thu	12/10/2015	Basketball: Boys JH Game	4:30pm	Louisville	Bennet Elementary	(Rescheduled from 11-30-15)
Thu	12/10/2015	Wrestling: Varsity Dual	7:00pm	Away vs. Lincoln Christian	Lincoln Christian High School	
Fri	12/11/2015	Basketball: Boys JV Game	4:30pm	Mead Jr./Sr.	Palmyra High School	
Fri	12/11/2015	Basketball: Girls Varsity Game	5:45pm	Mead Jr./Sr.	Palmyra High School	
Fri	12/11/2015	Basketball: Boys Varsity Game	7:30pm	Mead Jr./Sr.	Palmyra High School	@ Mead JVB, VG, VB @ Palmyra JVG, VG, VB
Sat	12/12/2015	Basketball: Boys JH Fun Day Tournament	8:00am	Johnson County Central, Raymond Central, Syracuse	Palmyra High School	
Sat	12/12/2015	Wrestling: Varsity Invitational	9:00am	Away vs. Meridian	Meridian High School	8am Weigh-ins
Mon	12/14/2015	Jr/Sr High Choir Concert	7:00pm		Palmyra High School	
Tue	12/15/2015	Basketball: Boys JH Game	4:00pm	Away vs. Weeping Water	Weeping Water High School	
Tue	12/15/2015	Basketball: Girls JV Game	4:30pm	Away vs. Johnson County Central	Johnson County Central High School	
Tue	12/15/2015	Basketball: Boys JV Game	4:30pm	Away vs. Johnson County Central	Johnson County Central High School	
Tue	12/15/2015	Basketball: Girls Varsity Game	6:00pm	Away vs. Johnson County Central	Johnson County Central High School	
Tue	12/15/2015	Basketball: Boys Varsity Game	7:30pm	Away vs. Johnson County Central	Johnson County Central High School	
Tue	12/15/2015	Basketball: Boys Varsity Game	7:45pm	Away vs. Johnson County Central	Johnson County Central High School	
Thu	12/17/2015	Basketball: Girls JV Game	3:45pm	Weeping Water	Palmyra High School	

Thu	12/17/2015	Basketball: Boys JV Game	4:30pm	Weeping Water	<u>Palmyra High School</u>	
Thu	12/17/2015	Basketball: Boys JH Game	5:00pm	Away vs. Raymond Central	<u>Raymond Central High School</u>	
Thu	12/17/2015	Basketball: Girls Varsity Game	5:45pm	Weeping Water	<u>Palmyra High School</u>	
Thu	12/17/2015	Basketball: Boys Varsity Game	7:30pm	Weeping Water	<u>Palmyra High School</u>	@ Weeping Water JV/G, VG, VB @ Palmyra JVG, JVB, VG, VB
Sat	12/19/2015	Basketball: Boys JH Tournament	8:00am	Away vs. Elmwood- Murdock,Conestoga, Palmyra, Weeping Water	<u>Elmwood- Murdock High School</u>	
Sat	12/19/2015	Wrestling: Varsity Tournament	10:00am	Away vs. Johnson County Central	<u>Cook</u>	Weigh ins 8am
Tue	12/22/2015	End of 2nd Quarter 1:30pm Dismiss	1:30pm			
Tue	12/22/2015	Basketball: Girls Varsity Game	4:30pm	Away vs. Sterling	<u>Sterling High School</u>	
Tue	12/22/2015	Basketball: Boys Varsity Game	6:00pm	Away vs. Sterling	<u>Sterling High School</u>	
Wed	12/23/2015	NSAA Moratorium				
Wed	12/23/2015	Winter Break				
Thu	12/24/2015	Winter Break				
Thu	12/24/2015	NSAA Moratorium				
Fri	12/25/2015	NSAA Moratorium				
Fri	12/25/2015	Winter Break				
Sat	12/26/2015	NSAA Moratorium				
Sun	12/27/2015	NSAA Moratorium				
Mon	12/28/2015	Winter Break				
Tue	12/29/2015	Winter Break				
Tue	12/29/2015	Basketball: Girls Varsity Game	5:00pm	High Plains Community	<u>Concordia University</u>	
Tue	12/29/2015	Basketball: Boys Varsity Game	6:30pm	High Plains Community	<u>Concordia University</u>	
Wed	12/30/2015	Winter Break				
Wed	12/30/2015	Wrestling: Varsity Holiday Tournament	9:00am	Away vs. Fillmore Central,York, Yutan, East Butler, Wilber-Clatonia, Freeman, Meridian, Palmyra	<u>Fillmore Central High School</u>	

Secondary Principal's
Board Report

December 14, 2015

1. AQuESTT designation released

As we previewed last month, AQuESTT information was released to the public last week. AQuESTT is the new accountability system that is broader than past state and federal systems in that it goes beyond test scores to classify schools on, growth, improvement and graduation rates as well as a detailed analysis of individual schools. AQuESTT will label each of 1,130 schools that make up 245 school districts in the state.

Our designation and information on how to interpret it are attached to our reports.

2. No Child Left Behind Act – Every Student Succeeds Act

I've attached a couple of articles regarding recent legislation at the Federal level. AQuESTT is the model Nebraska will use to address the new regulations set forth in E.S.S.A.

3. 7-12 winter music program

Monday, December 14, at 7:00 p.m. in the gym.

4. Fall Blood Drive

See included letter from community blood bank.

5. Winter Vacation

We will dismiss on the 22nd for Winter Vacation, and start second semester on Jan. 6th.

Happy Holidays to all of the Board!!!!

HOW TO READ THE 2015 AQuESTT FINAL CLASSIFICATION REPORT

Some schools may be split into two school ratings (high school or elementary vs. middle school) due to the grade levels taught, the 2nd rating will be on the next page.

AQuESTT for Nebraska 2015 FINAL CLASSIFICATION REPORT

MIDDLE SCHOOL

PUBLIC SCHOOLS

District Classification: **Good (2)**

^ District Classification.

Middle School Classification



^ Final Classification

Classification Adjustments



Evidence-Based Analysis Responses

Average Score (Between 0 and 3) of 5 Self-Reported Responses In Each Tenet
90 Total Points Possible

85

Total EBA Score

^ Total EBA Score.

STUDENT SUCCESS AND ACCESS TEACHING AND LEARNING

Positive Partnerships, Relationships and Student Success

2.4

College and Career Ready

2.8

< EBA Scores by Tenet. >

Transitions

3.0

Assessment

3.0

Educational Opportunities and Access

3.0

Educator Effectiveness

2.8



FINAL CLASSIFICATION DEFINITIONS

- **Status** is calculated by averaging your 2014-2015 NeSA assessment scores across all available grade levels and subjects for the current year. This average will earn you an initial score of 1, 2, 3, or 4. Some schools with a small number of eligible assessment scores will have their district's Status score substitute as their school Status score.
- **Improvement** is based on your school/district's average NeSA assessment scores over the last three years (2012-2013 through 2014-2015). If there is an upward trend of a certain amount then your classification will be increased by one level, regardless of your Status.
- **Growth** is based on the percentage of students at your school/district who were present for the full year and showed "growth" on their individual NeSA reading or math scores compared to a year ago (see the *"AQuESTT Classification Rules"* document for full details). If a certain percentage of your students show growth, then your raw classification will be increased by one level.
- **Non-Proficiency** is based on the percentage of NeSA assessment scores at your school/district that were rated as Non-Proficient over the last three years. If there is an upward trend of a certain amount (more Non-Proficient scores) then your raw classification will be decreased by one level, while if there is a downward trend of a certain amount (less Non-Proficient scores) then your raw classification will be increased by one level.
- Having a low **Participation** rate for NeSA assessments at your school/district can lower your raw classification by one, two, or three levels.
- Having a low **Graduation** rate at your school/district can limit your raw classification to a 3, 2 or 1. If your graduation rate is high enough, or if you are an elementary or middle school, then there is no effect. The graduation rate is calculated using the corrected data used for AYP, and so must lag a year (2013-2014) behind the NeSA data.
- Your **Raw Classification** combines your Status with any adjustments or limitations earned in the previous five categories. The possible classifications are 1 (Needs Improvement), 2 (Good), 3 (Great), or 4 (Excellent).
- Your **EBA Total Score** is an additive measure of the responses to each of the five "policies, practices, and procedures" questions for each of the six AQuESTT tenets. If your EBA Total Score meets or exceeds specified percentiles (see the *"AQuESTT Classification Rules"* document for full details), the Raw Classification is eligible to be increased by one level. The EBA adjustment only applies to school classifications.
- Your **Final Classification** is your school/district's overall AQuESTT classification; it combines the raw classification generated above with a potential adjustment due to your Evidence-Based Analysis responses for the school/district.

For more details about the rules and calculations used in the 2015 Final AQuESTT Classification, please refer to the *"AQuESTT Final Classification Business Rules"* document found next to the AQuESTT Final Classification Report link, or at AQuESTT.com

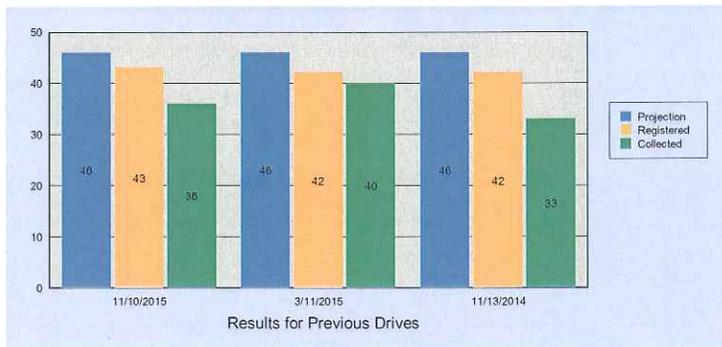
November 18, 2015

Mr. David Bottrell
Palmyra High School
425 F Street
Palmyra, NE 68418

Dear Mr. Bottrell,

Thank you for hosting a blood drive on Tuesday, November 10, 2015. The Nebraska Community Blood Bank relies on organizations such as Palmyra High School to meet the demands for blood throughout the community. With sponsors like you, we are able to fulfill our mission:

Connecting People-Saving Lives.



With your help, we saw **43 donors** and collected **36 units** of blood, which represents **78%** of your collection goal. **Your organization helped patients in Lancaster, Saline, Seward, Polk, York and Jefferson Counties.** I especially appreciate the efforts of Ken Malone in coordinating this drive.

Thank you again for allowing your staff to donate during business hours, enabling them to support their community. **Participation in this blood drive represents 43 hours of volunteer community service.**



Censon was just hours old when volunteer blood donors made an impact on his life. Born five weeks premature and having an extremely low hemoglobin, he was without a question in need of a blood transfusion. Typically, a newborn has about two tablespoons of blood circulating through their body, but for a preemie, it is much less. A blood transfusion became Censon's chance for survival. Today, the now four-year-old is a healthy, energetic little boy thanks to the second chance he was given by volunteer blood donors.

Sincerely,



Ellen DiSalvo
President, Nebraska Community Blood Bank

December Elementary Principal's Report:

1. Our Holiday Music Concert was Tuesday, December 1st at the High School. The Kdg-3rd grade performed and then our 4th-6th grades, Bennet Singers, and 5th/6th grade Band. It was very well attended by family and friends. A big thank you goes out to Mrs. McCreight and Mrs. Murphy-Robb for their planning and time in putting together a wonderful program.
2. On December 3rd there were a group of teachers from the High School and Elementary who attended a Math Curriculum Alignment Standards Workshop. The staff began the process of updating our curriculum maps to reflect the Math Standard changes across all grade levels.
3. As we previewed last month, AQuESTT information was released to the public last week. AQuESTT is the new accountability system that is broader than past state and federal systems in that it goes beyond test scores to classify schools on, growth, improvement and graduation rates as well as a detailed analysis of individual schools. AQuESTT will label each of 1,130 schools that make up 245 school districts in the state.

Our designation and information on how to interpret it are attached to our reports.

4. Our first semester will come to an end on Tuesday, December 22nd. We will be dismissing on December 22nd for Winter Break and returning January 6th.

Have a wonderful holiday season! Thanks for all you do.

PALMYRA DISTRICT O R 1

District Classification



Classification Adjustments

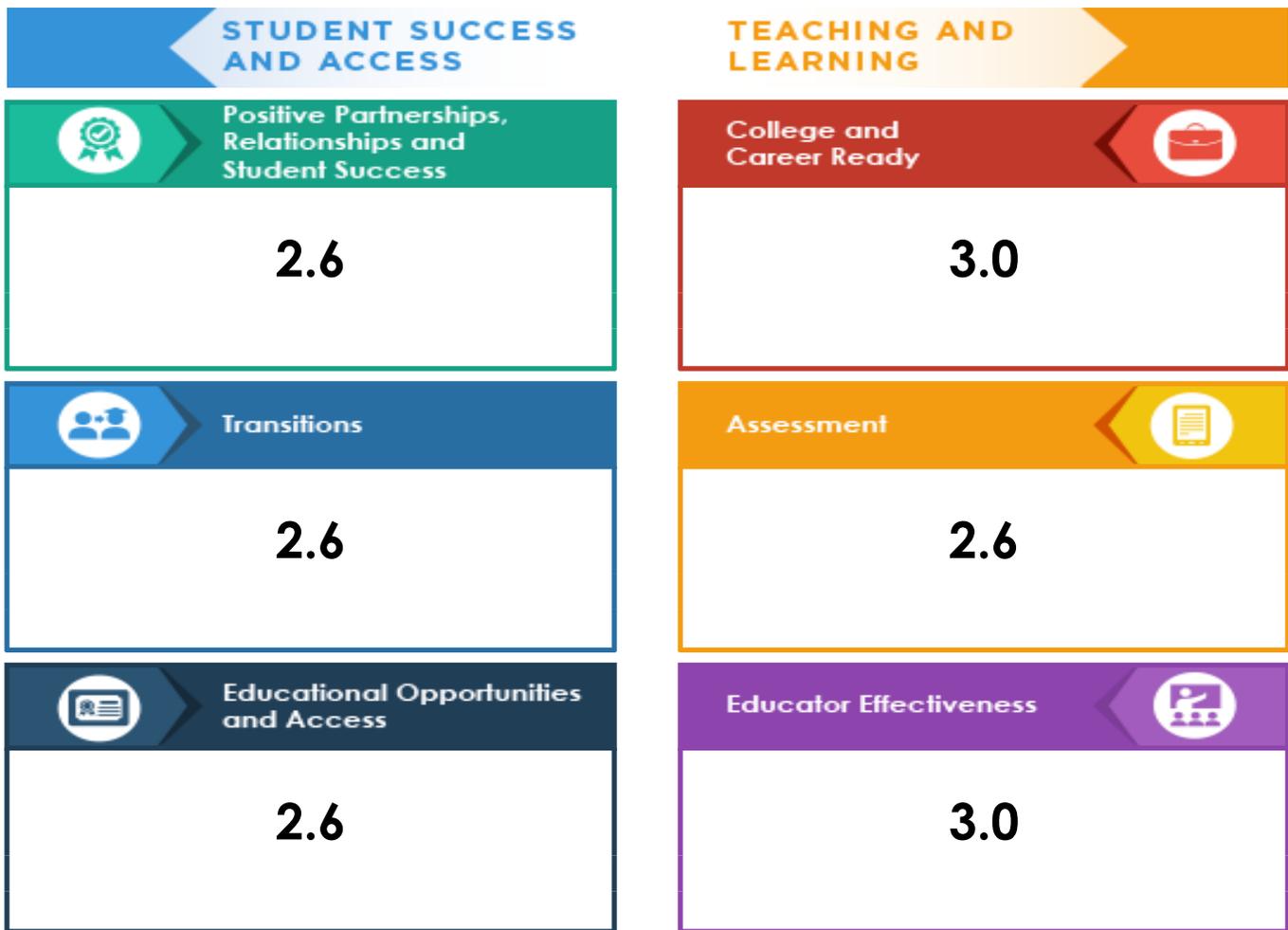


Evidence-Based Analysis Responses

Average Score (Between 0 and 3) of 5 Self-Reported Responses In Each Tenet
90 Total Points Possible

82

Total EBA Score



JR-SR HIGH SCHOOL AT PALMYRA

PALMYRA DISTRICT O R 1

High School Classification

District
Classification: **Great (3)**



Classification Adjustments

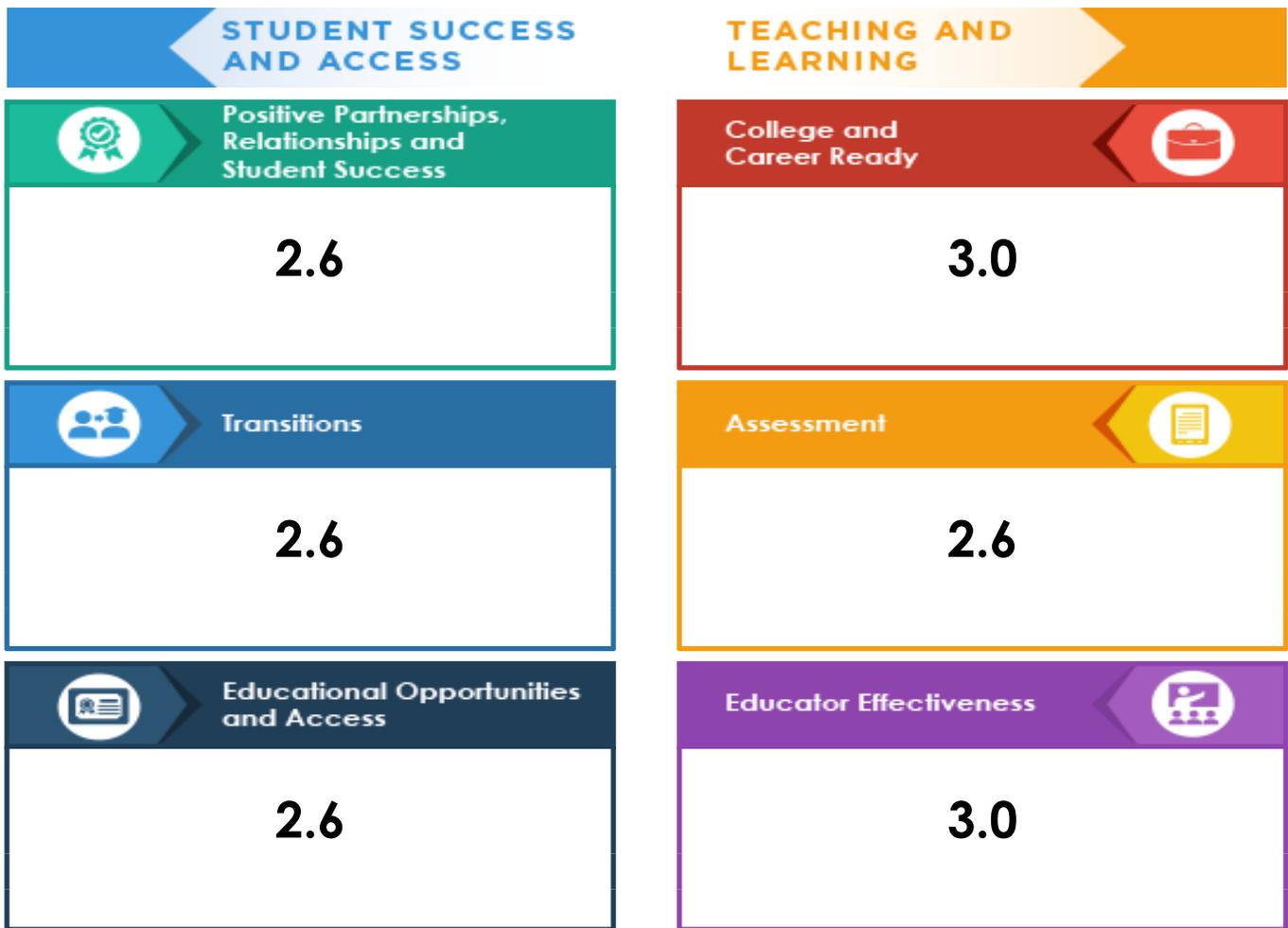


Evidence-Based Analysis Responses

Average Score (Between 0 and 3) of 5 Self-Reported Responses In Each Tenet
90 Total Points Possible

82

Total EBA Score



JR-SR HIGH SCHOOL AT PALMYRA

PALMYRA DISTRICT O R 1

Middle School Classification

District
Classification: **Great (3)**



Classification Adjustments

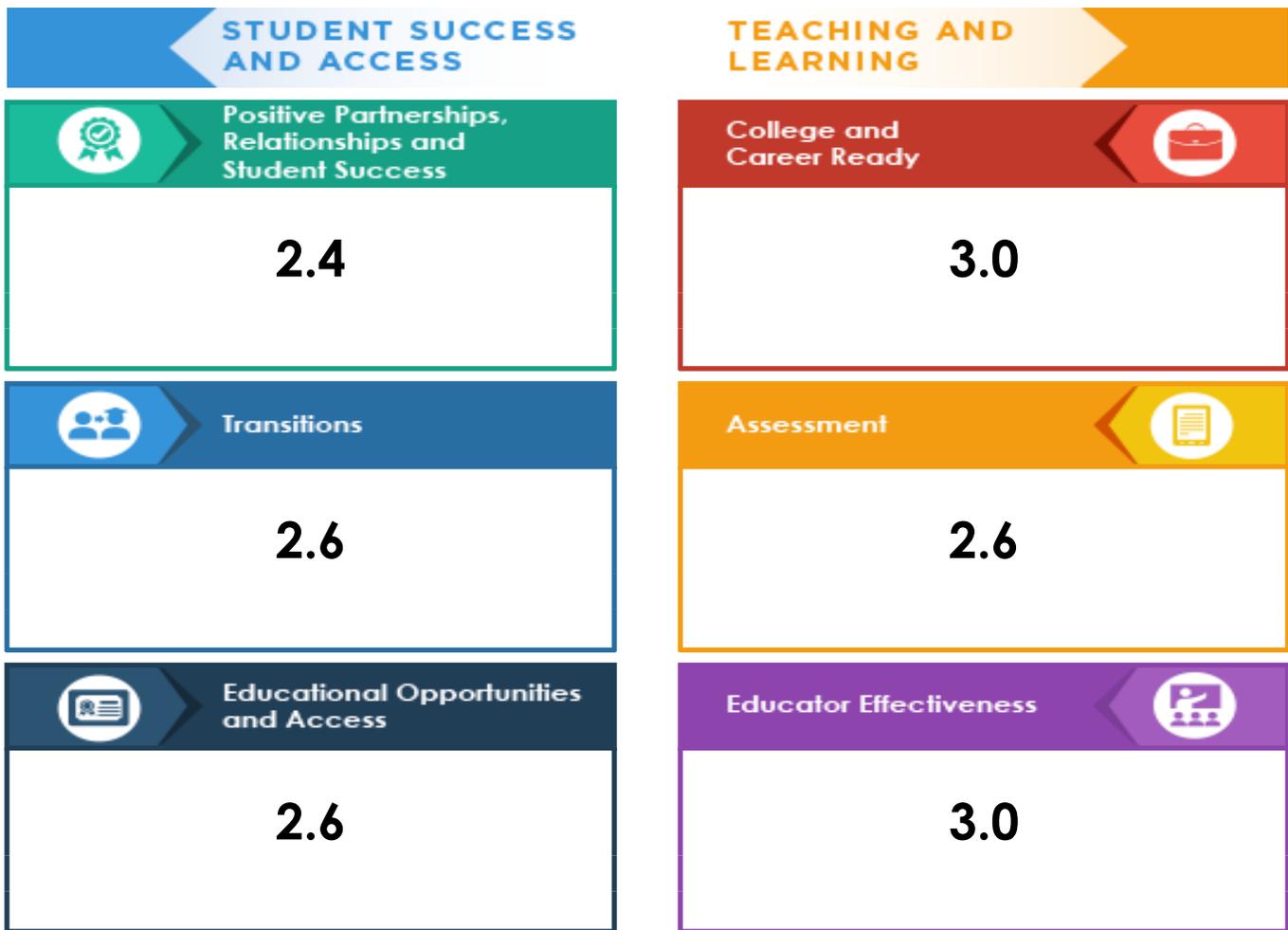


Evidence-Based Analysis Responses

Average Score (Between 0 and 3) of 5 Self-Reported Responses In Each Tenet
90 Total Points Possible

81

Total EBA Score



ELEMENTARY AT BENNET

PALMYRA DISTRICT O R 1

District Classification: **Great (3)**

Elementary School Classification



Classification Adjustments

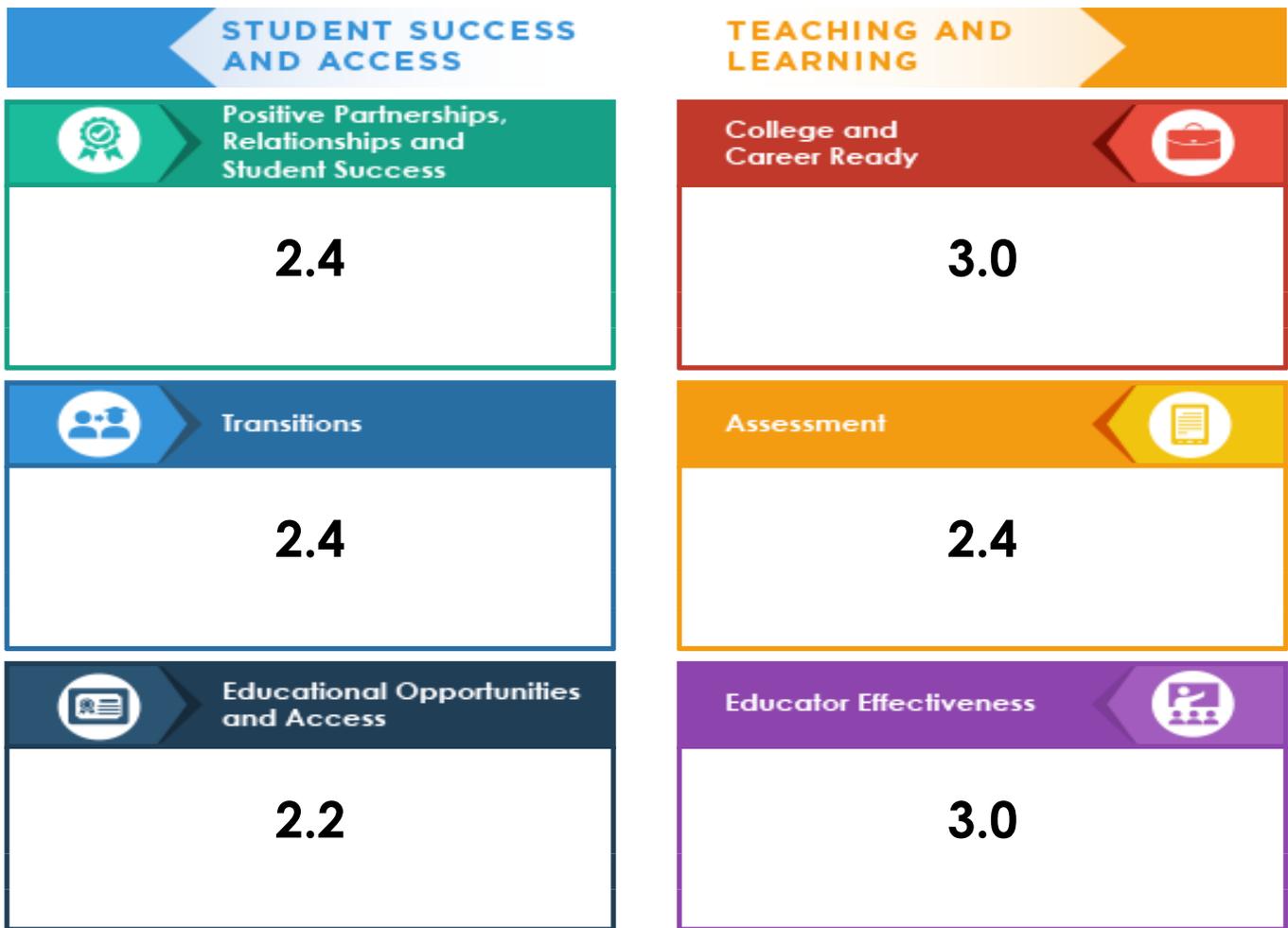


Evidence-Based Analysis Responses

Average Score (Between 0 and 3) of 5 Self-Reported Responses In Each Tenet
90 Total Points Possible

77

Total EBA Score





RESOLUTION APPROVING PARTICIPATION IN THE FUND

MINUTES OF MEETING

A _____ meeting of the governing body of _____ a Nebraska Public Agency ("Public Agency"), was held at _____ on the ____ day of _____, 20____, at _____ o'clock __.m.

The meeting was called to order by the presiding official. Governing body members present were: _____ Governing body members absent were: _____.

Notice of the meeting was given in advance thereof by reasonable advanced publicized notice according to a designated method of giving advance notice of the Public Agency's meetings. A copy of such notice and the method of its being publicized are attached to these minutes. Notice of this meeting was also given in advance to all governing body members and a copy of their Acknowledgment of Receipt of Notice of Meeting and the agenda for such meeting is also attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the governing body members of this meeting. All proceedings of the governing body were taken while the convened meeting was open to the attendance of the public. The governing body makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of this meeting, the presiding official announced and informed the public about the location of the posted information.

A discussion was held with regard to becoming a participant in the Nebraska Liquid Asset Fund ("Fund"). After discussion, governing body member _____ offered the following resolution and moved for its passage and adoption, and the same was seconded by governing body member _____:

WHEREAS, Nebraska law, including but not limited to §77-2341, R.R.S., expressly allows Public Agencies and other governmental subdivisions to invest surplus or excess funds; and

WHEREAS, the Interlocal Cooperation Act §13-801 to §13-827, R.R.S., provides that two or more Public Agencies and other governmental subdivisions may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities and may enter into joint agreements as may be deemed appropriate for such purposes when such agreements have been adopted by appropriate action by the governing bodies of the participating public agencies; and

WHEREAS, the Declaration of Trust (Interlocal Agreement) and a current information statement relating to the Fund have been presented to this governing body; and

WHEREAS, the Declaration of Trust authorizes public agencies and other governmental subdivisions to adopt and enter into the Declaration of Trust and become participants of the Fund; and

WHEREAS, this governing body deems it advisable for this Public Agency to adopt and enter into the Declaration of Trust and become a participant of the Fund for the purpose of the joint investment of this Public Agencies surplus or excess funds with those other Public Agencies and other governmental subdivisions so as to enhance the investment earnings accruing to each such Public Agency.

NOW, THEREFORE, be it resolved as follows:

- 1 This Public Agency shall and does hereby join with other Public Agencies and other governmental subdivisions in accordance with the provisions of Nebraska law and in accordance with the Interlocal Cooperation Act, as applicable, by becoming a participant of the Fund by entering into a Declaration of Trust, which Declaration of Trust and Interlocal Agreement is hereby approved and adopted by this reference with the same effect as if it had been set out verbatim in this resolution. A copy of the Declaration of Trust is attached hereto and incorporated herein

by this reference and shall be filed with the minutes of the meeting at which this resolution was adopted.

2 This Public Agency is hereby authorized to invest its available funds from time to time and to withdraw such funds from time to time in accordance with the provisions of the Declaration of Trust. This Public Agency hereby delegates all authority and duties which the law otherwise authorizes it to delegate in accordance with the Declaration of Trust. The following officers and officials of this Public Agency are authorized to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by this Public Agency into the Declaration of Trust and Interlocal Agreement and the approval and adoption thereof by this Public Agency:

Clayton Maahs	Board of Education President	
_____ Print Name	_____ Title	_____ Signature
Kipp Haight	Board of Education Vice President	
_____ Print Name	_____ Title	_____ Signature
Robert Hanger	Board of Education Secretary	
_____ Print Name	_____ Title	_____ Signature

3. The following officers and officials of this Public Agency and their respective successors in office each are hereby designated as "authorized officials" with full power and authority to effectuate the investment and withdrawal of monies of this Public Agency from time to time in accordance with the Declaration of Trust:

Robert Hanger	Superintendent of Schools	
_____ Print Name	_____ Title	_____ Signature
Karen Hatcher	Board of Education Treasurer	
_____ Print Name	_____ Title	_____ Signature
_____ Print Name	_____ Title	_____ Signature

The Secretary of this Public Agency shall advise the Fund of any changes in authorized officials in accordance with procedures established by the Fund.

4 The Trustees of the Fund have retained U.S. Bank N.A. as Custodian for the Fund, As such, U.S. Bank N.A. in its capacity as Custodian has official custody of this Public Agency's money which is invested in accordance with the Declaration of Trust.

5 Authorization is hereby given for members of the Governing Body and officials of this Public Agency to serve as Trustees of the Fund from time to time if elected as such pursuant to the Declaration of Trust.

6 All other resolutions and parts of resolutions in so far as they conflict with the provisions of this resolution being the same are hereby rescinded.

The foregoing resolution having been read in its entirety, and a motion having been duly made and seconded for its passage and adoption, the roll was called thereon and the following members voted in favor of passage and adoption of said resolution: _____

_____. The following voted against the same: _____
_____ The following were absent or not voting: _____

The above resolution having been consented to by a majority of all members of the Governing Body was declared as duly passed and adopted by the President.

DATED this 14 day of December, 20 15.

(Insert legal name of public agency)

BY: _____
Authorized Official

ATTEST: _____
Authorized Official

ANNUAL RULE 10 REPORT

OTOE COUNTY SCHOOL
DISTRICT #501

PALMYRA-BENNET SCHOOL DISTRICT OR-1
425 F STREET, BOX 130
PALMYRA, NEBRASKA 68418
(402) 780-5327

Prepared by:
Robert L. Hanger
Superintendent of Schools
December 1, 2015

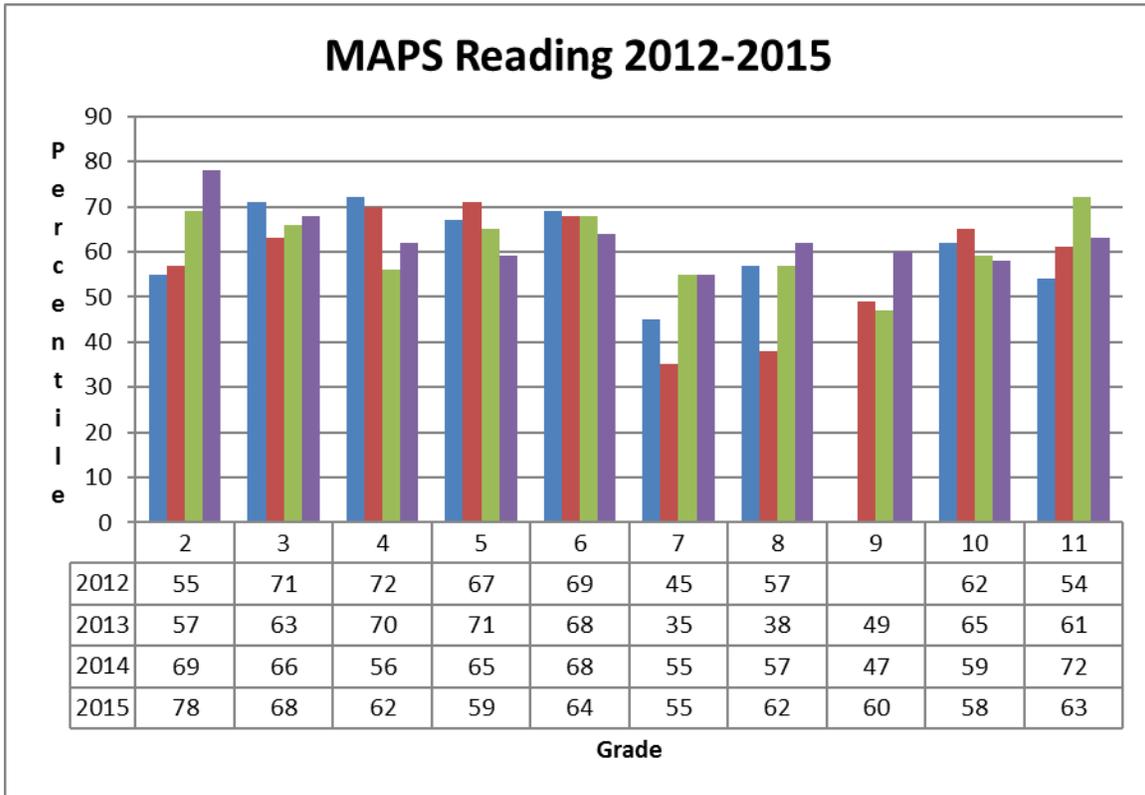
INTRODUCTION

This report is required of school districts by the Nebraska State Department of Education in order for them to be in compliance with state accreditation standards. Each district in the state must report specific information to their patrons each year. Mandatory report topics are student progress, demographics, learning climate, and finance. The regulation also requires that the information be published and distributed to patrons. If you have any questions about these topics or others, please feel free to contact the school office.

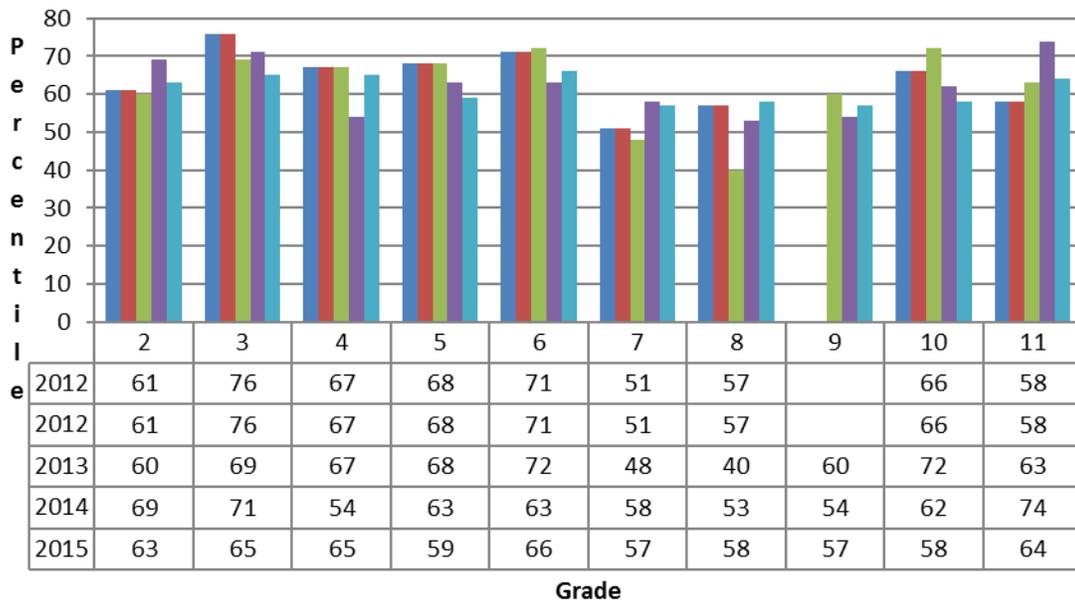
STUDENT PERFORMANCE

Students in grades K, 1, 2, 3, 4, 5, 6, 7, 8 and 10 or 11 are tested each year with the nationally normed NWEA Assessment, Measures of Academic Progress (MAPS) to assess their academic progress. Each year, our students are tested in the areas of reading, math, language, science and concepts and processes in the fall and spring.

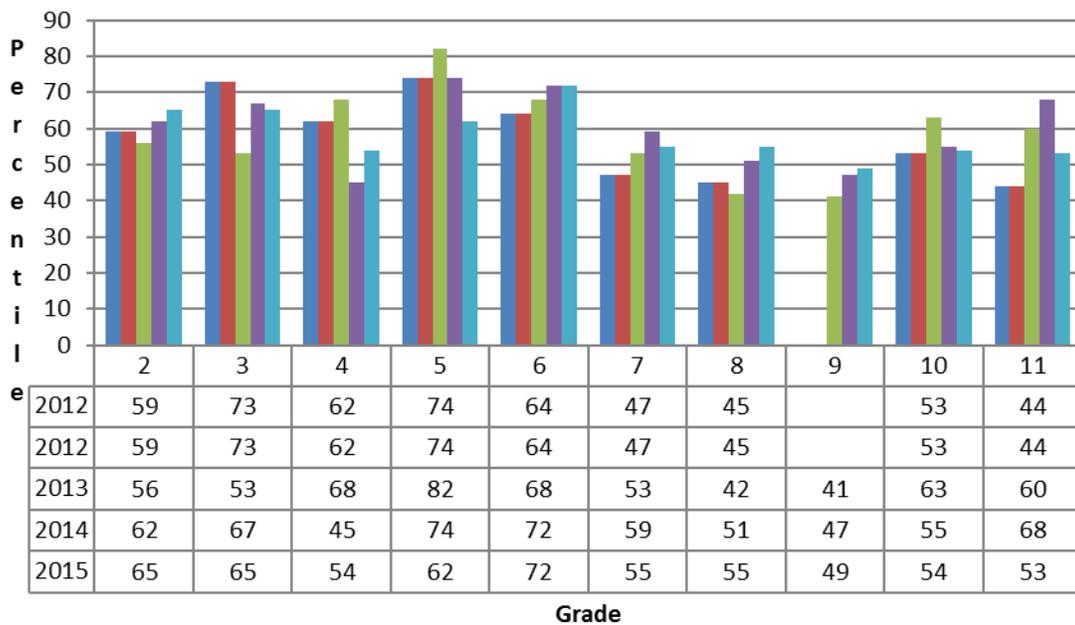
Test results are expressed in terms of percentile rank. For the 2012- 2015 school years the results are as follows:



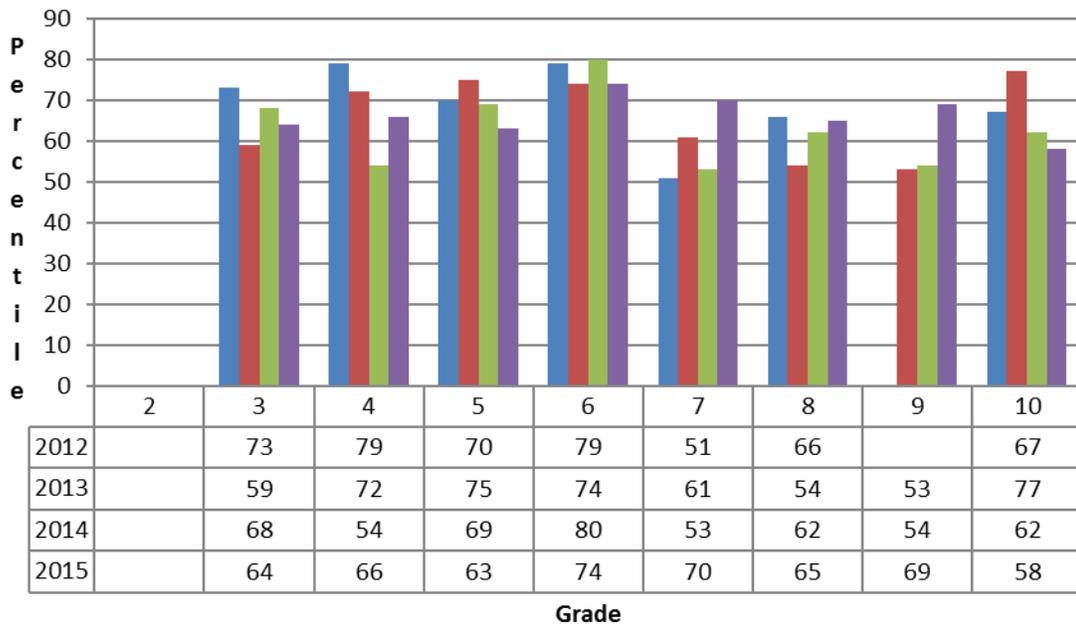
MAPS Language Usage 2012-2015



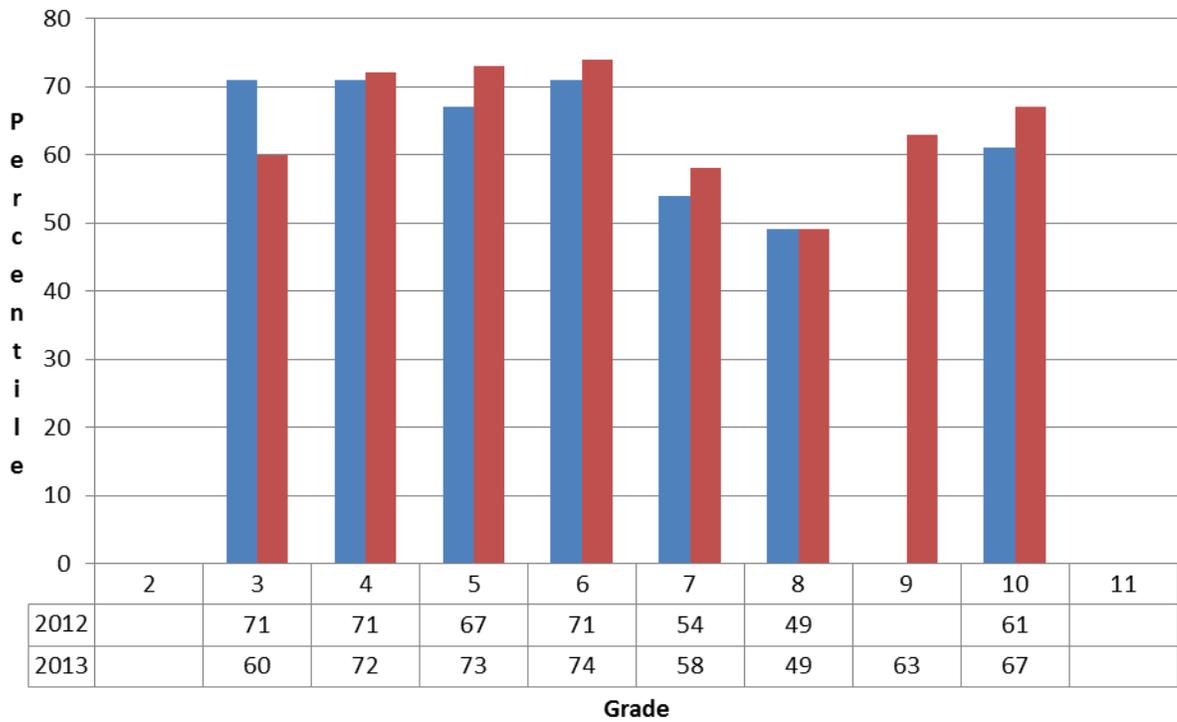
MAPS Mathematics 2012-2015



MAPS General Science 2012-2015

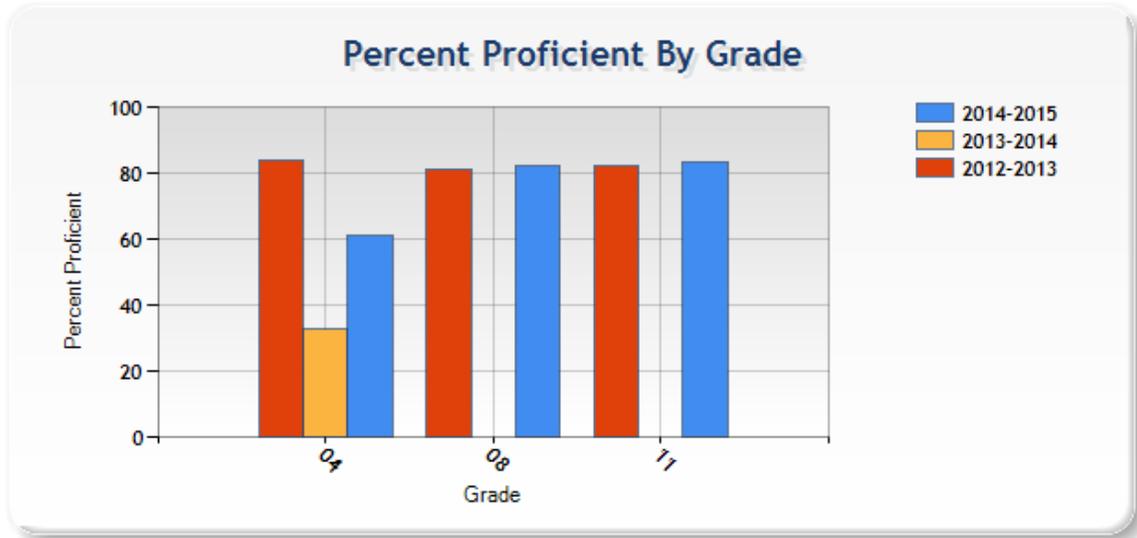


MAPS Concepts and Processes 2012-2013

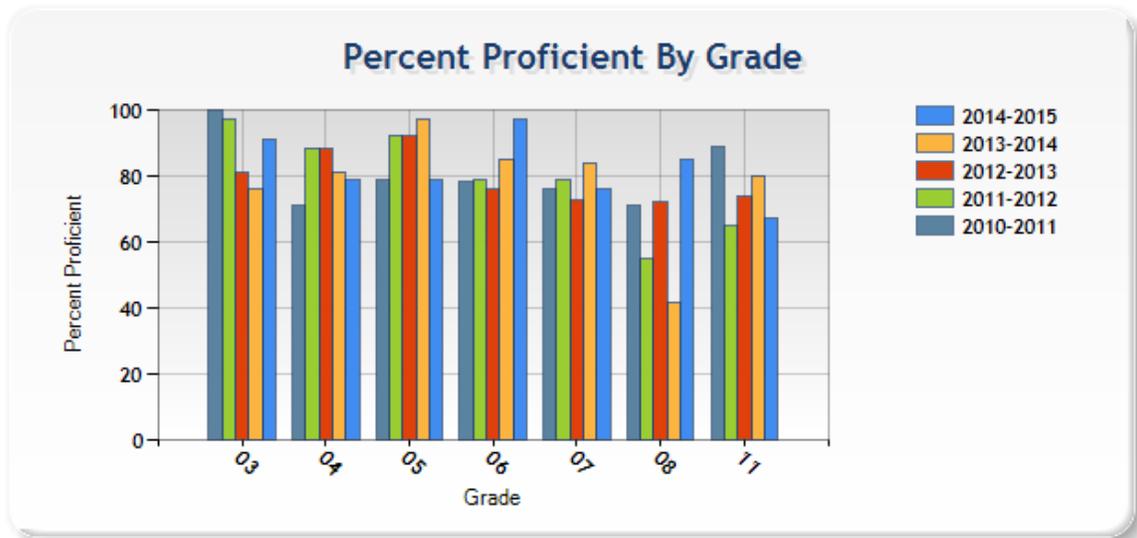


Nebraska (NeSA) accountability scores as provided by the Department of Education.

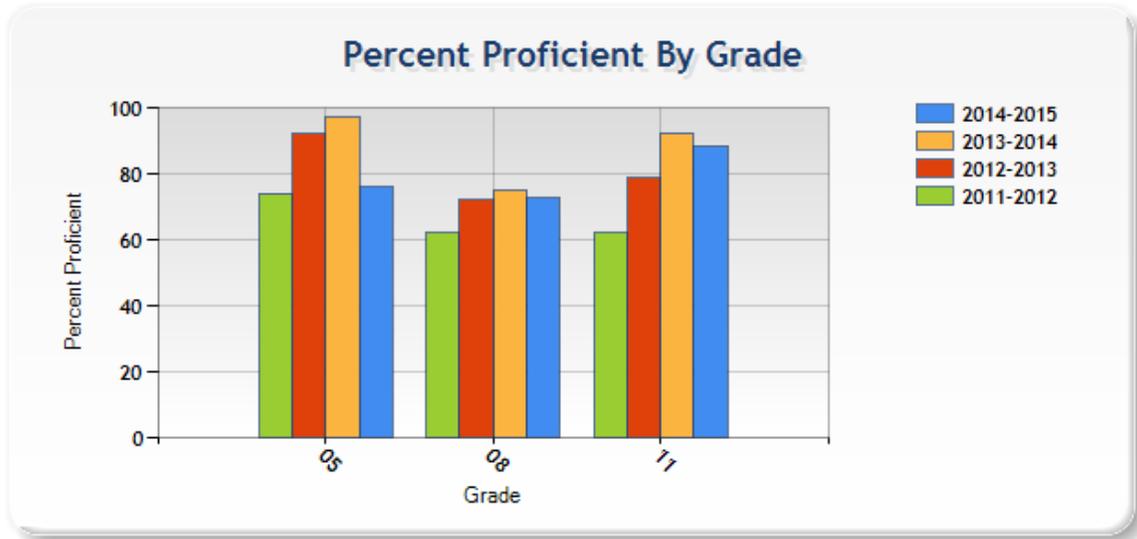
Nebraska State Accountability (NeSA) - Writing



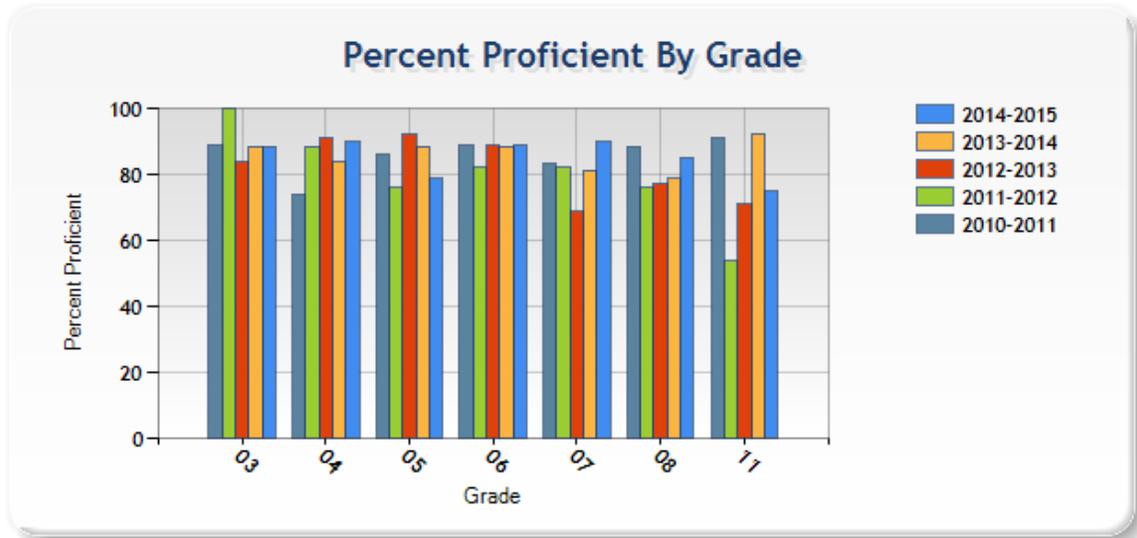
Assessment of State Mathematics Standards



Assessment of State Science Standards



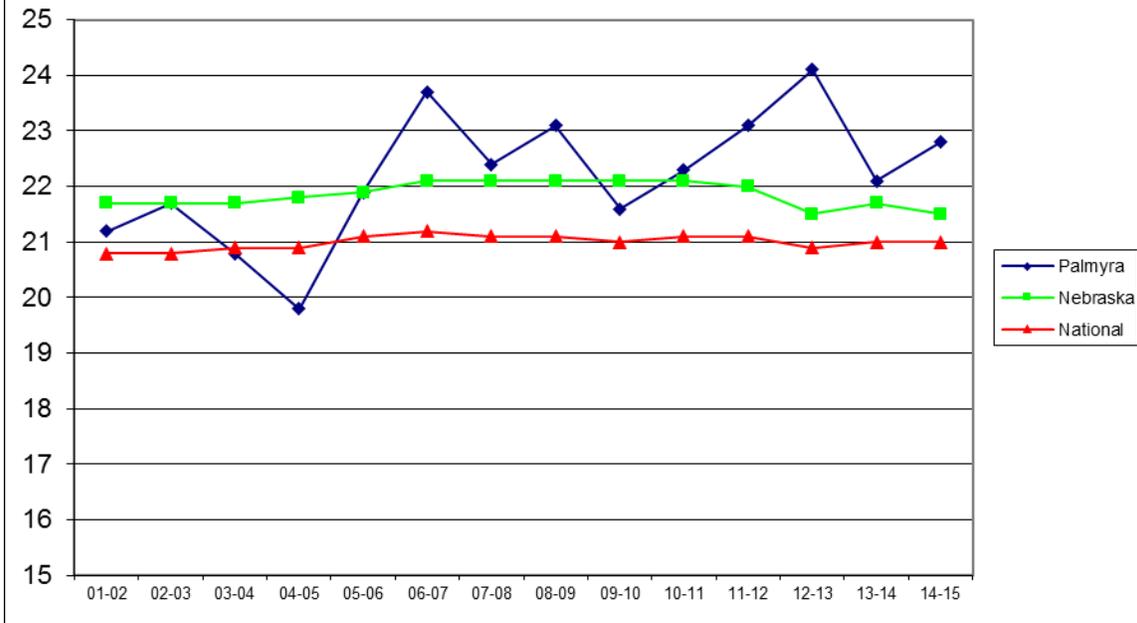
Assessment of State Reading Standards



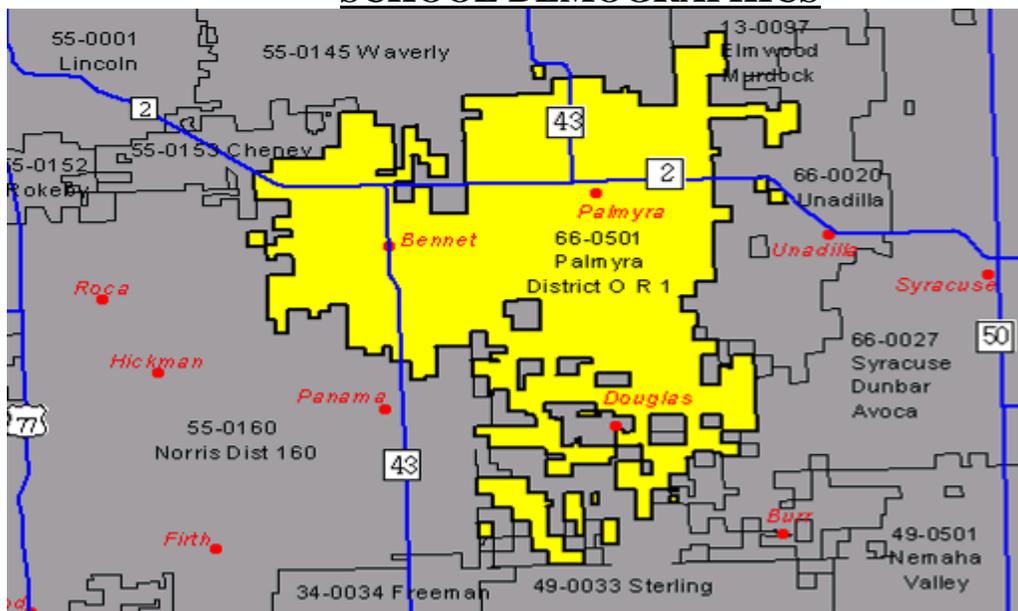
The American College Test (ACT) is a college entrance exam administered by the College Board. Since the ACT assessment is designed for those students who plan to attend college, the focus is on the students who completed the recommended college preparatory courses. However, these scores include those of students who took the ACT without having taken the recommended college preparatory courses. The four academic tests of the ACT measure abilities in English, Mathematics, Reading, and Science. The ACT test scores are reported on a scale that ranges from 1 to 36.

The following chart represents a 14-year history for District OR-1's ACT-tested students.

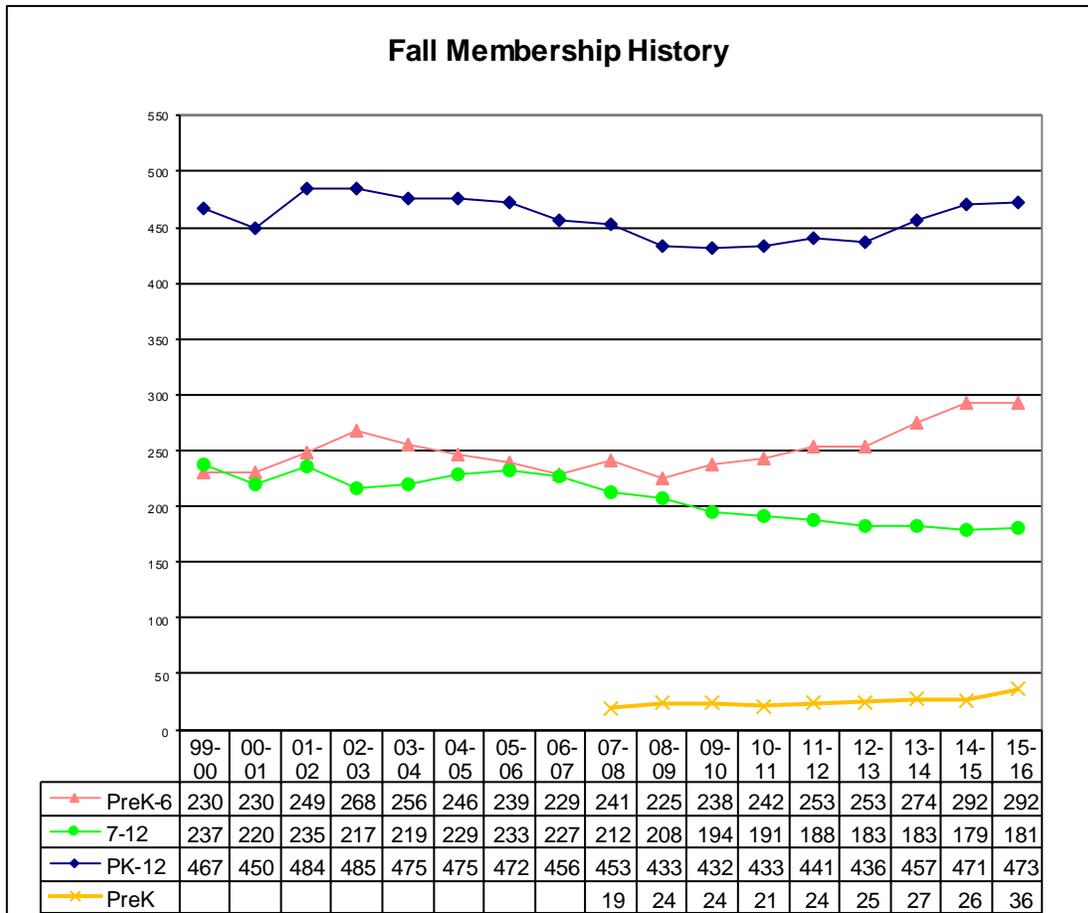
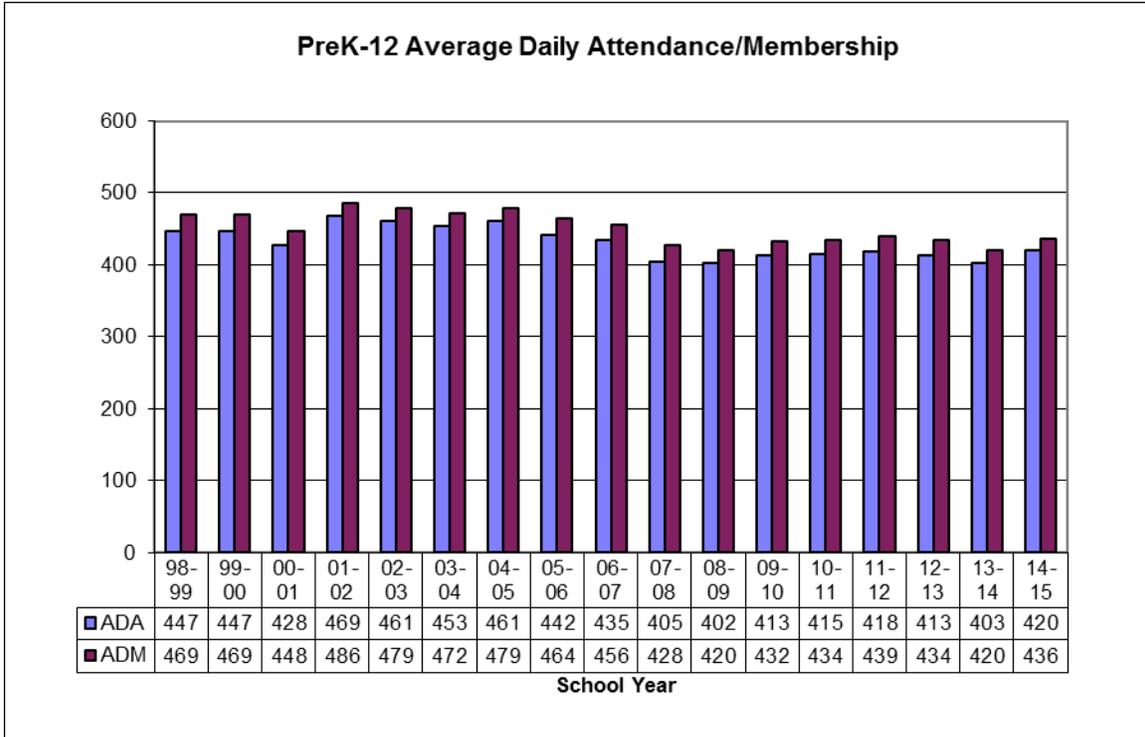
ACT Scores



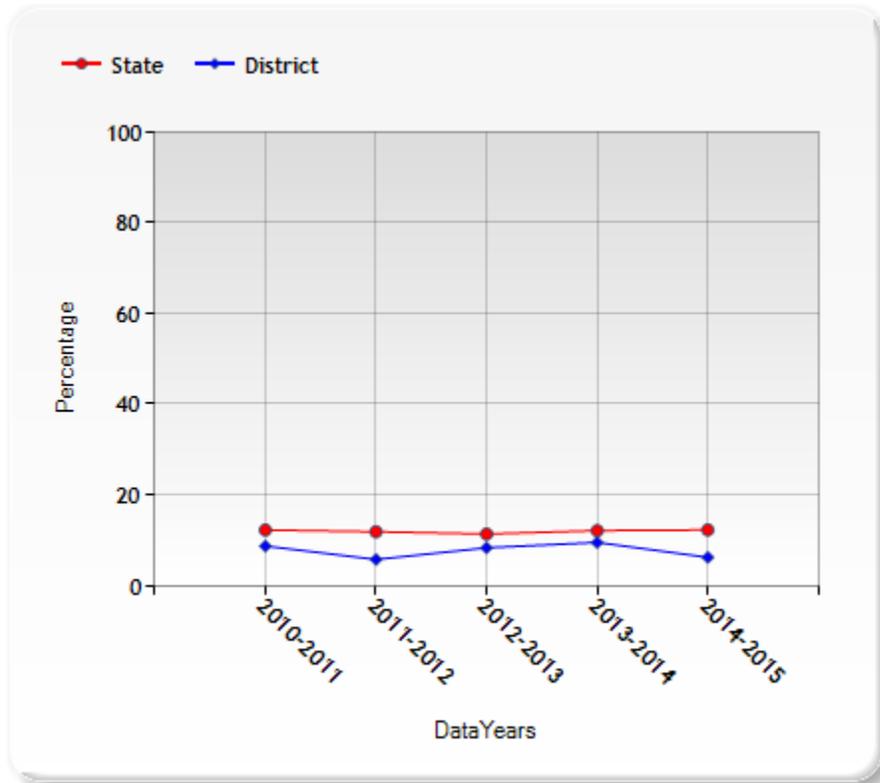
SCHOOL DEMOGRAPHICS



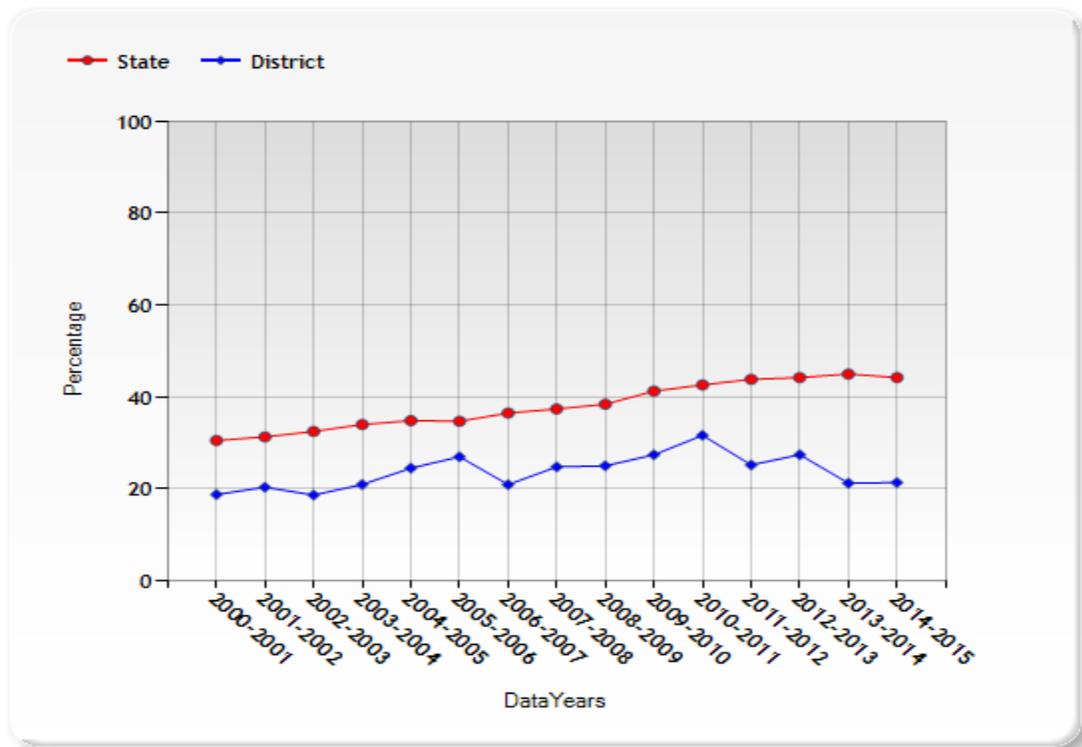
Attendance Rate



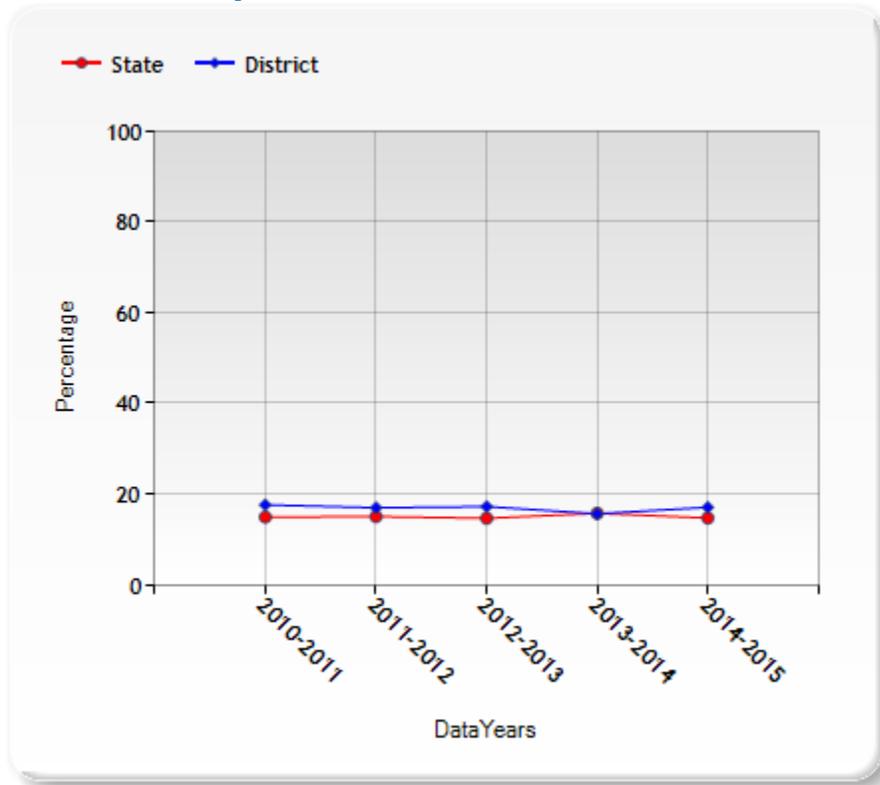
School Mobility Rate



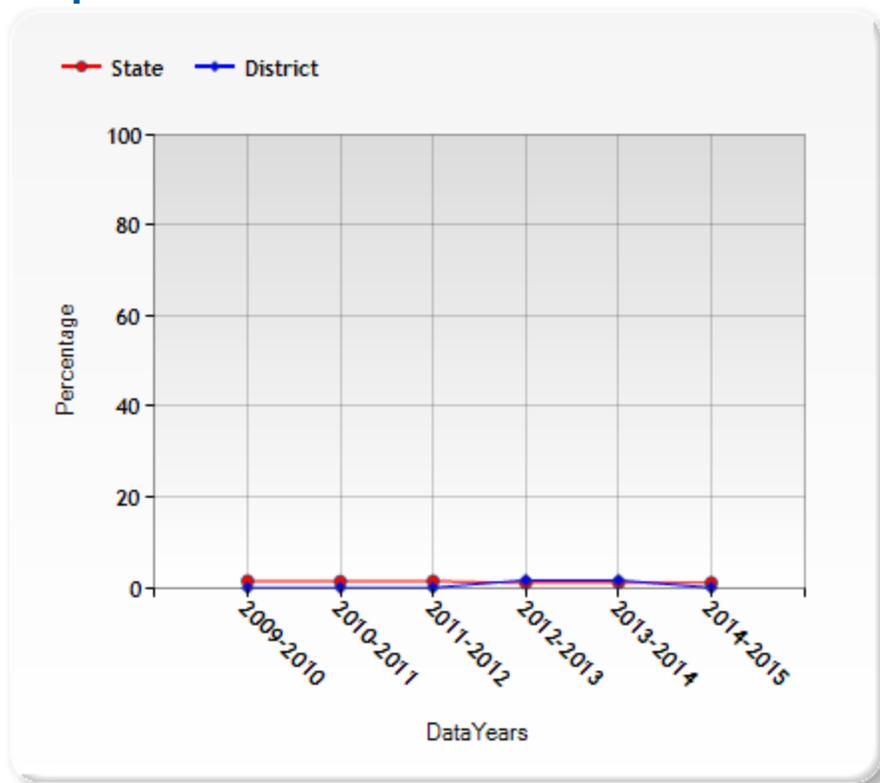
Free/Reduced Priced Meals



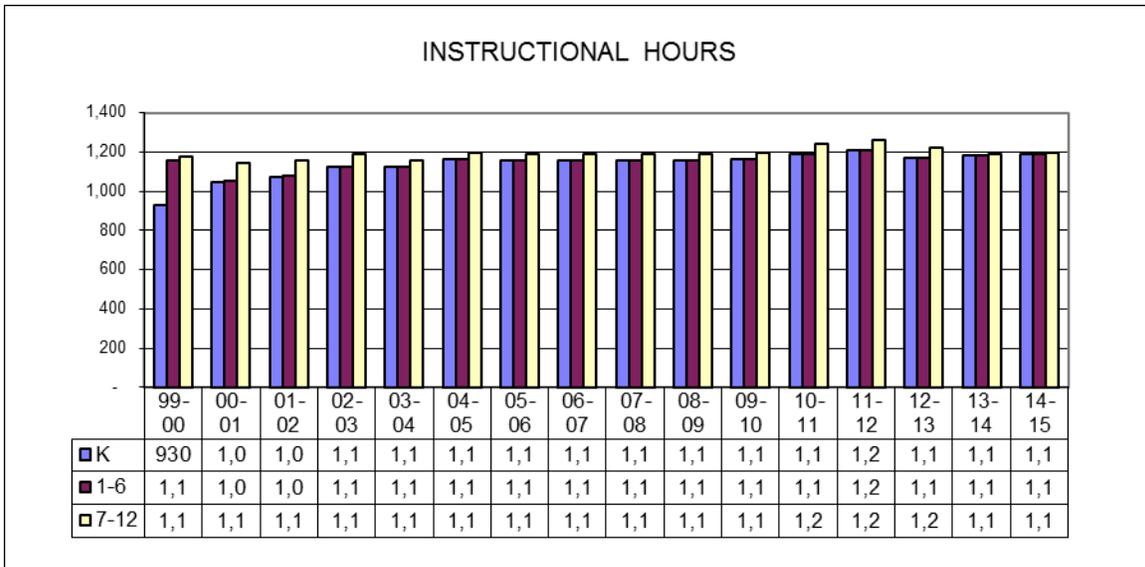
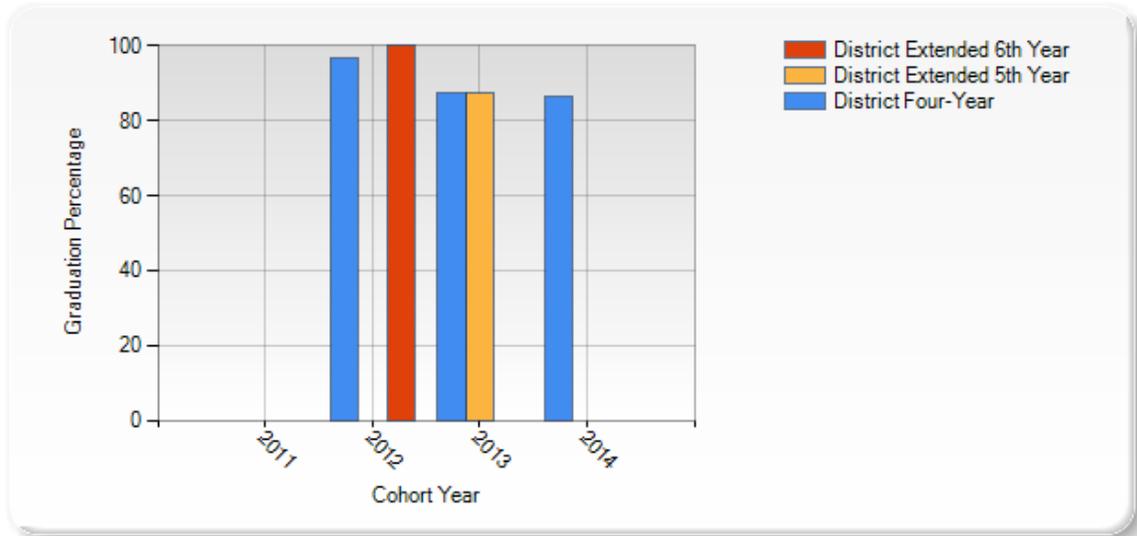
Students in Special Education



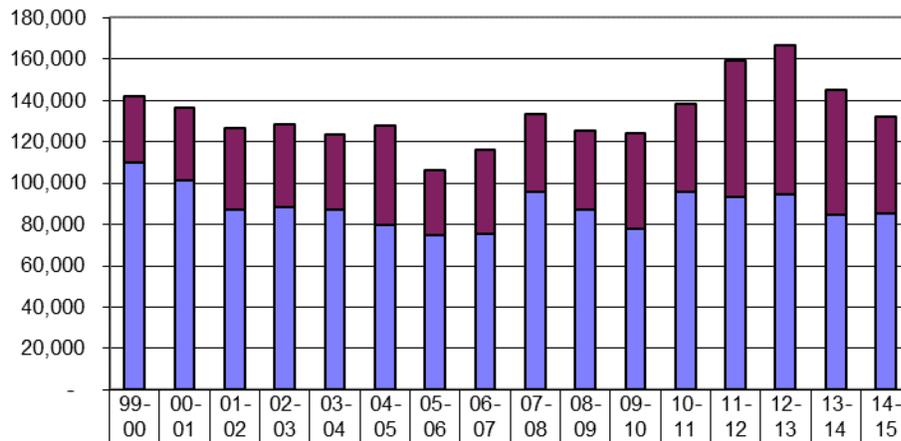
Dropout Rate - All Students



Graduation Rate



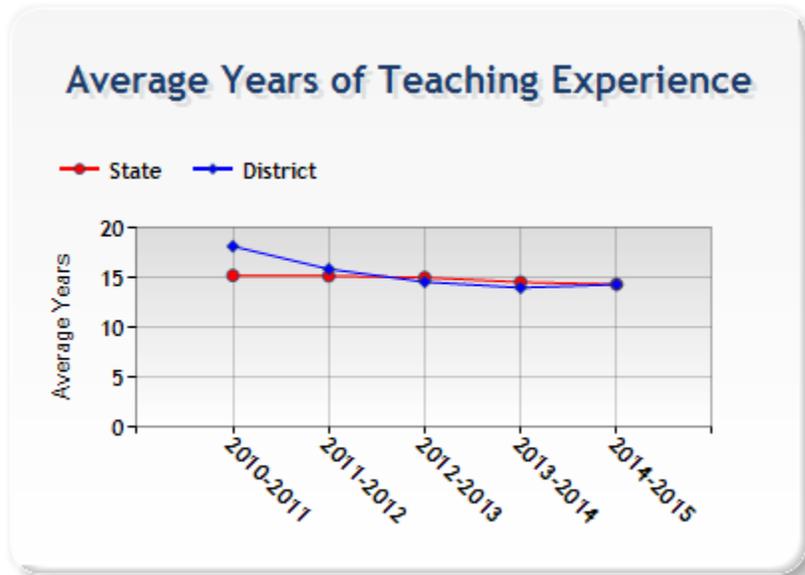
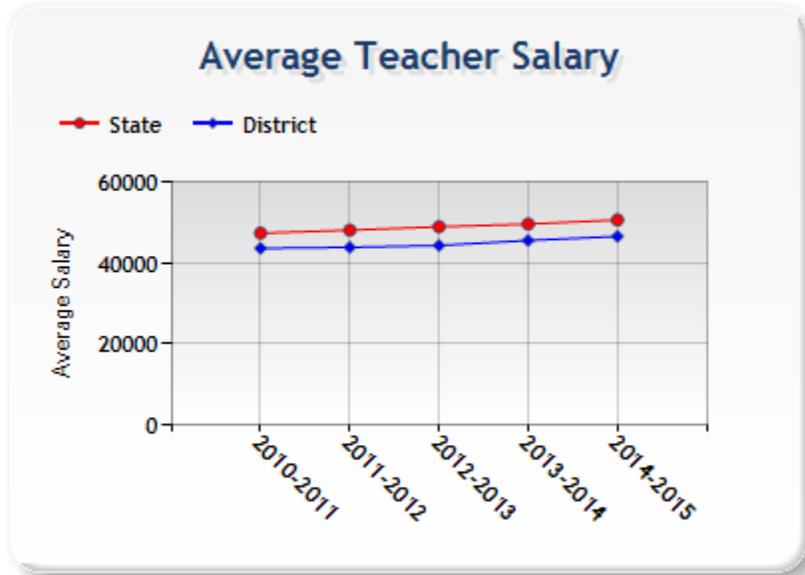
Transportation Summary

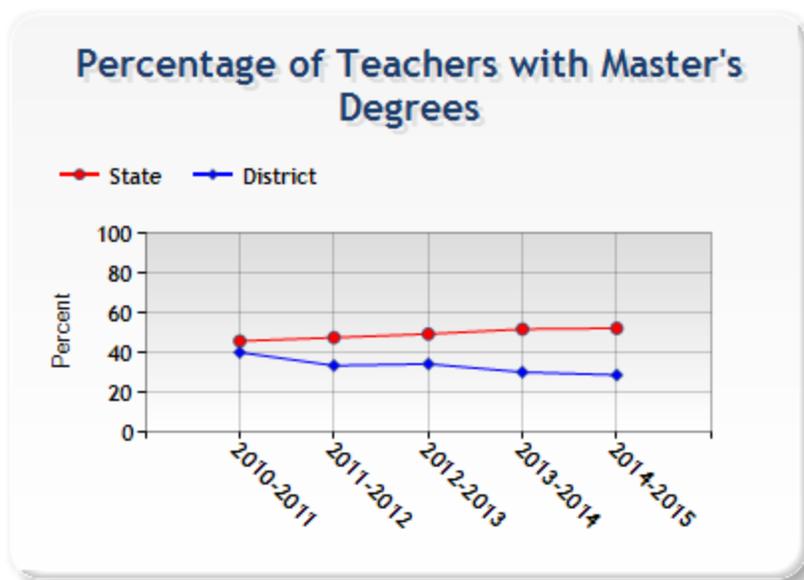


■ Activity Activity	32,	34,	39,	40,	36,	47,	31,	40,	37,	38,	46,	42,	65,	72,	60,	46,
■ Route Route	109	101	87,	88,	86,	79,	74,	75,	95,	87,	78,	95,	93,	94,	84,	85,

STAFF

During the 2014-15 school year, District OR-1 Public Schools was served by a Superintendent, two Principals, an Activities Director, and a professional teaching staff of forty-three.





State accreditation requirements specify that at least 80 percent of instructional units provided in the secondary grades must be assigned to teachers who hold certificates displaying appropriate endorsements. Endorsements mean the teachers majored in the subjects they teach. District OR-1 meets this requirement.

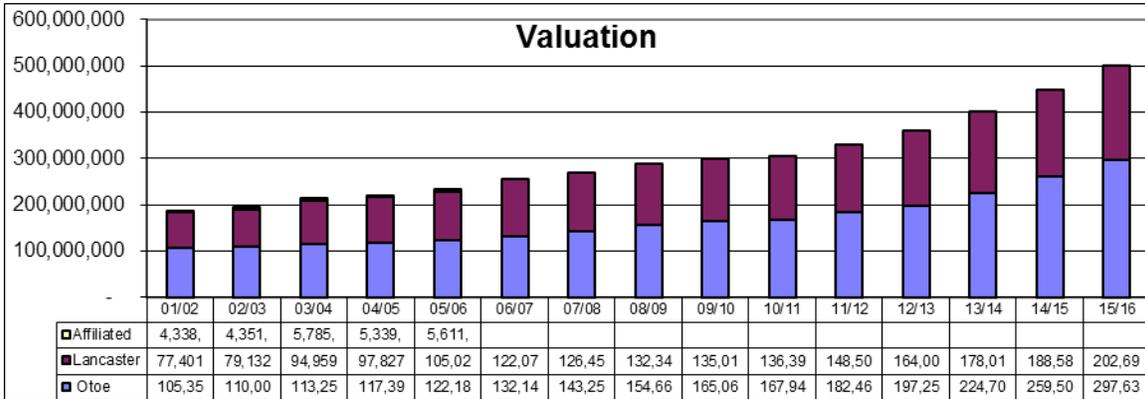
The Chart below shows the percentage of High School Teachers endorsed in the subject area they teach for the 2014-2015 school year under current NCLB requirements.

Content Area	2013-2014		2014-2015	
	Courses	NCLB Qualified	Courses	NCLB Qualified
	#	%	#	%
CIVICS AND GOVERNMENT	4	100.00 %	4	100.00 %
ELEMENTARY	14	100.00 %	14	93.33 %
ENGLISH LANGUAGE ARTS	24	100.00 %	26	92.86 %
FOREIGN LANGUAGES	18	100.00 %	12	100.00 %
HISTORY AND GEOGRAPHY	20	100.00 %	20	100.00 %
MATHEMATICS	26	100.00 %	26	96.30 %
NATURAL SCIENCES	30	100.00 %	32	100.00 %
VISUAL AND PERFORMING ARTS	52	100.00 %	55	100.00 %
OVERALL COUNT/AVERAGE	188	100.00 %	189	98.01 %

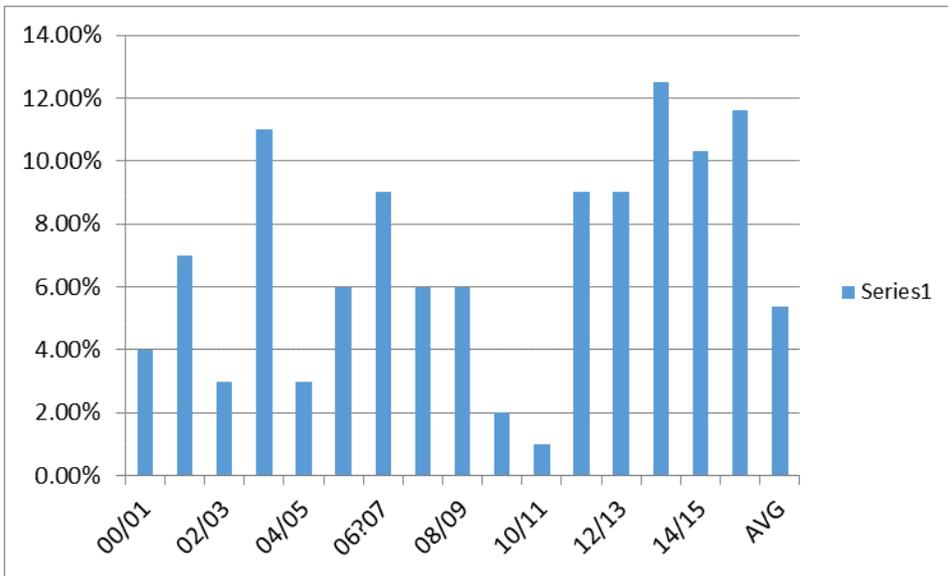
FINANCIAL DATA

DISTRICT VALUATION

District OR-1 property valuations have shown a significant increase over a period of time. The following graph and chart display those changes over a period of 15 years.

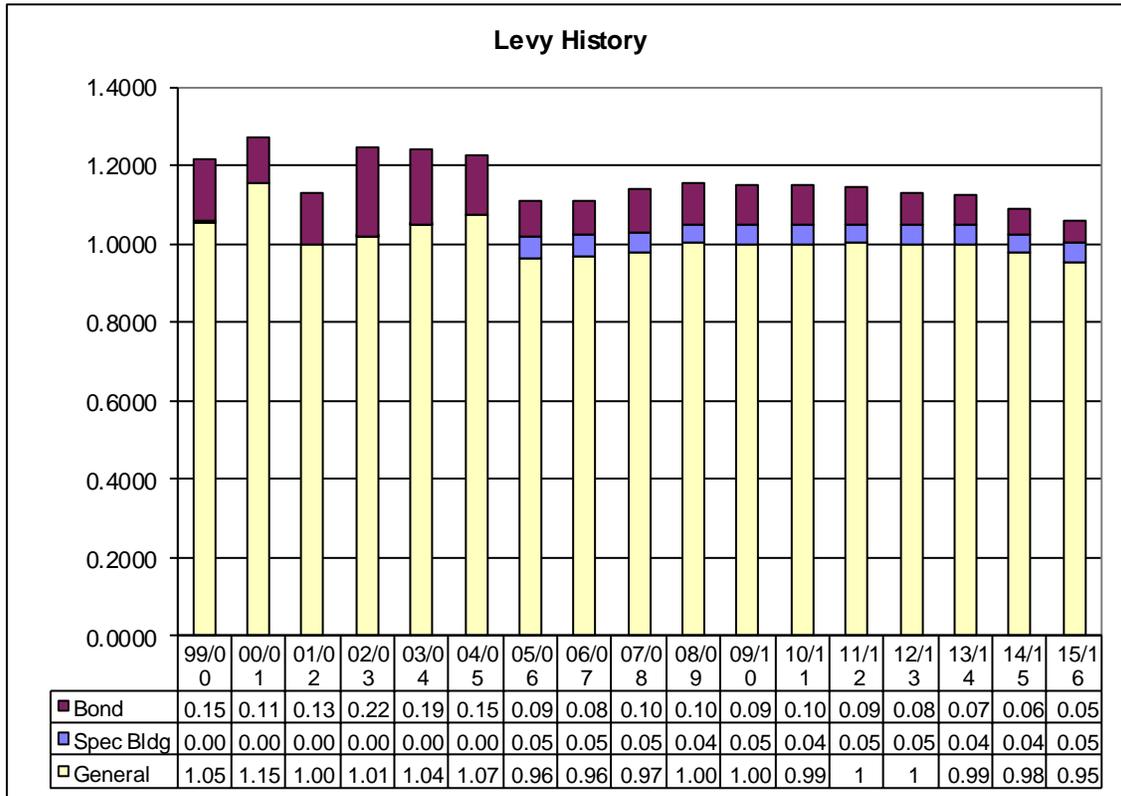


Despite the trend of increasing valuation, it remains difficult to predict annual growth in valuations as indicated on the following chart.



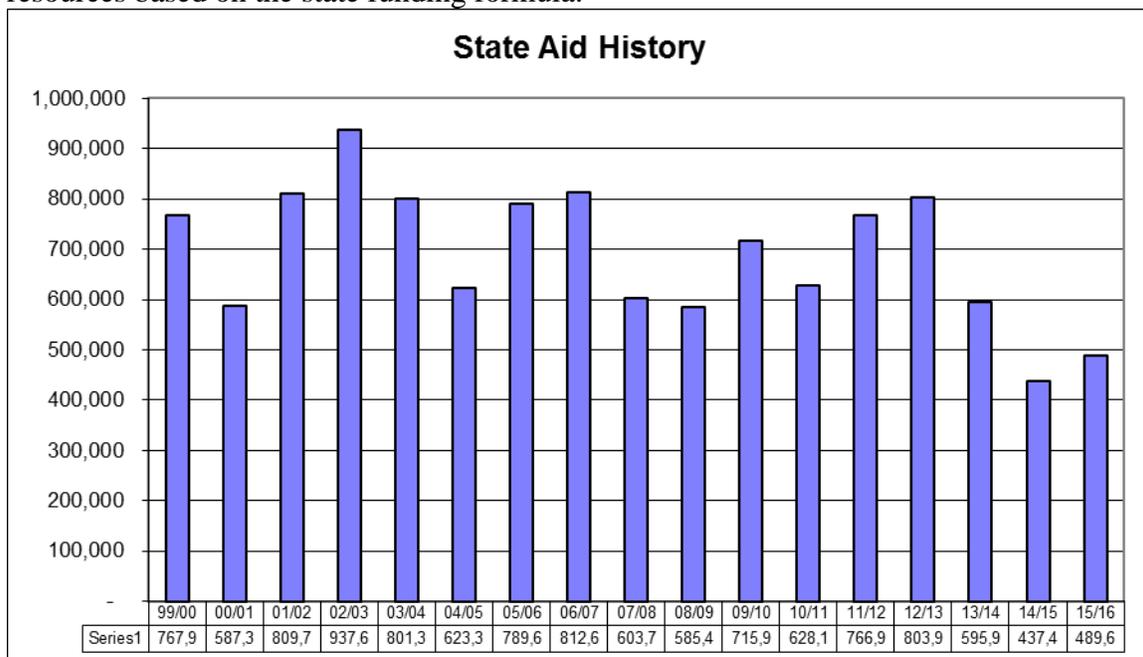
TAX LEVIES

Total tax levy rates have primarily declined over the last few years. The total levy for the 2015-16 school year was the lowest total levy in the known history of the school district.



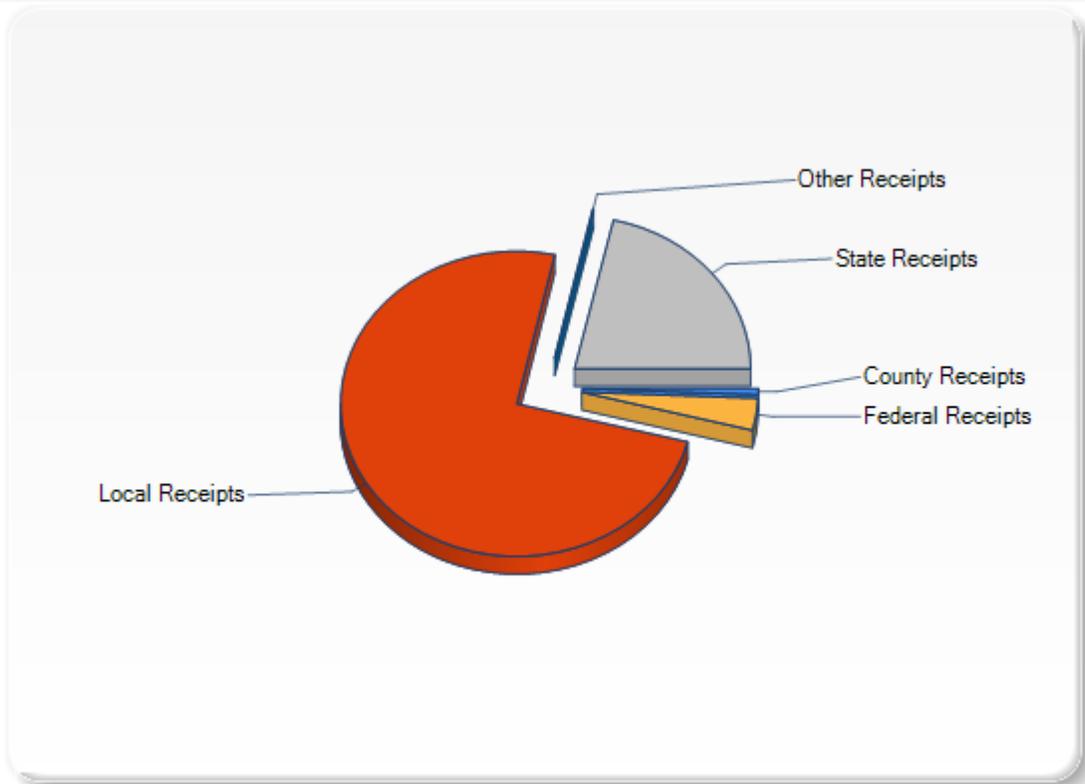
STATE AID

State aid continues to be difficult to predict. The graph and chart below display state aid over the last 17 years. There is an inverse relationship between state aid and district resources based on the state funding formula.



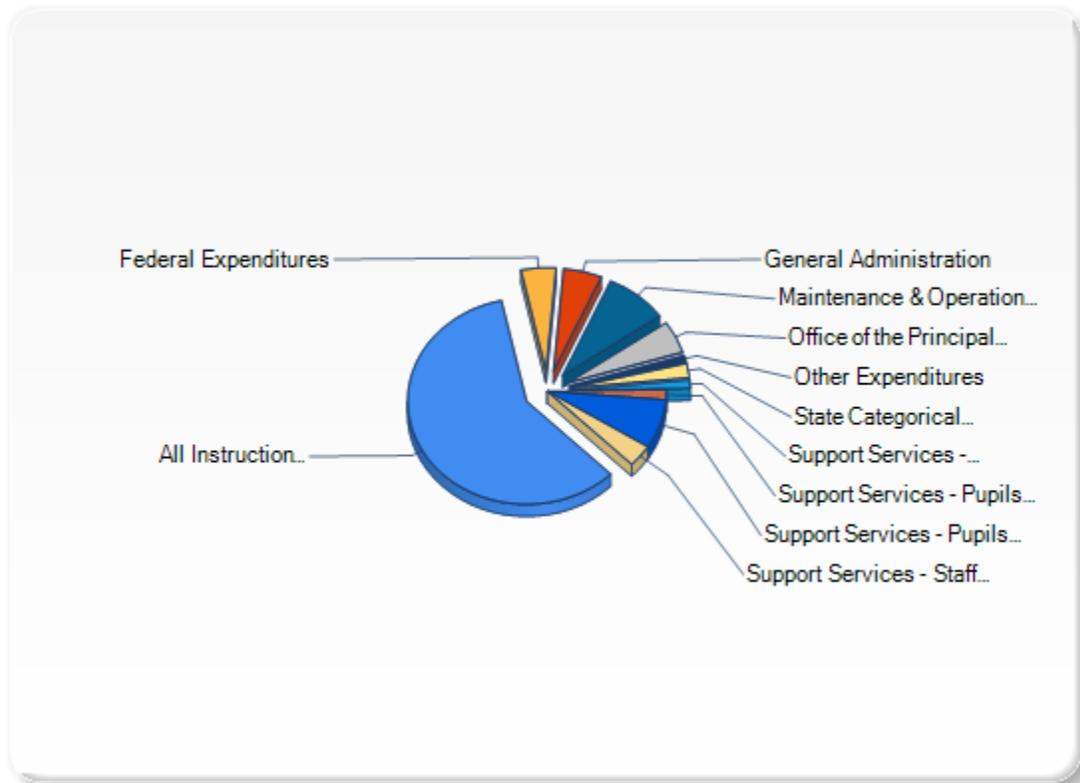
Receipts 2013-2014 School Year

	Receipts	Percent
County Receipts	<u>\$34,975.28</u>	0.64 %
Federal Receipts	<u>\$183,376.69</u>	3.37 %
Local Receipts	<u>\$4,045,856.94</u>	74.45 %
Other Receipts	<u>\$4,864.62</u>	0.09 %
State Receipts	<u>\$1,165,543.52</u>	21.45 %
Total Receipts	<u>\$5,434,617.05</u>	



Expenditures 2013-2014 Expenditures

	Expenditures	Percent
All Instruction Expenditures	<u>\$3,050,441.66</u>	59.10 %
Federal Expenditures	<u>\$245,345.86</u>	4.75 %
General Administration	<u>\$270,512.88</u>	5.24 %
Maintenance & Operation Expenditures	<u>\$444,460.93</u>	8.61 %
Office of the Principal Expenditures	<u>\$261,435.55</u>	5.06 %
Other Expenditures	<u>\$47,309.20</u>	0.92 %
State Categorical Programs	<u>\$115,248.08</u>	2.23 %
Support Services - Business	<u>\$67,508.35</u>	1.31 %
Support Services - Pupils Expenditures	<u>\$83,284.17</u>	1.61 %
Support Services - Pupils Transportation	<u>\$398,663.00</u>	7.72 %
Support Services - Staff Expenditures	<u>\$177,678.52</u>	3.44 %
Total Expenditures	<u>\$5,161,888.20</u>	



General information

District OR-1 Public School is a Class III school that is accredited by the Nebraska Department of Education and the North Central Association. The school is a member of the East Central Nebraska Conference that includes: Conestoga, Elmwood-Murdock, Freeman, Johnson County Central, Louisville, Malcolm, Mead, Weeping Water and Yutan.

The District is governed by a six-member Board of Education. Each member is selected for a four year term. Board members must be residents of the school District and each member serves the District with no compensation for their services. The Board of Education holds regular meetings on the second Monday of each month. All board meetings are open to the public and are advertised according to State open meeting laws. Public notice of meetings and legal notices are placed in the Voice News. Current board members are: Clayton Maahs-President, Kipp Haight- Vice President, and members, Jaimi Calfee, Doug Church, Kevin Schroder and Susan Steward.

Staffing

District OR-1 Public Schools is served by an administrative team, Mr. Robert Hanger, Superintendent; Mr. David Bottrell, Secondary Principal, and Mrs. Linde Walter, Elementary Principal and Mr. Aaron Hoeft, Activities and Transportation Director. The Superintendent holds a Specialist degree in Educational Administration and serves a twelve month contract. The Principals hold a Masters degree and serve an eleven month contract.

In addition to the administrative staff, the school is served by forty five certificated teachers. Nineteen of the certificated staff hold a Masters Degree, 42%. Teachers are contracted for 185 days of service. Teachers must hold a minimum of a Bachelors Degree with proper certification issued by the Nebraska Department of Education.

The support staff consists of 30 full and part time employees. Included are bookkeeping and clerical staff, food service personnel, transportation personnel, para-professionals and custodians.

The District operates a Pre-School in compliance with Nebraska Department of Education Rule 11.

The District contracts with Education Service Unit #4 for specific services required by the Department of Education including certain diagnostic and evaluation services.

District OR-1 Geographic Size- 128.7 square miles

Counties included in the school District are Otoe and Lancaster. The northern most edge of the District is the Cass County line and the southernmost edge of the District is the Johnson County line. The K-6 elementary school is located in Bennet and the 7-12 Jr.-Sr. High School is located in Palmyra.

School Improvement

District OR-1 first committed to the School Improvement Process (SIP) in the fall of 1993. At that time, a significant number of interested persons from the community, staff, and board of education began the process by developing a mission statement for the district. The mission statement and belief statements that were developed are as follows:

“Together, we prepare our students to successfully meet the challenges of the future”

District OR-1 will:

- Model and reinforce a sense of self-respect and respect for others.
- Provide equal opportunity for each student to develop his/her potential.
- Seek to develop a sense of individual responsibility and integrity.
- Seek and integrate educationally sound innovations into the curriculum.
- Provide a safe learning environment.

In the years that followed, a number of objectives were identified and the resources of the district were brought to bear on those challenges. Early areas of concern tended to spotlight the shortcomings associated with facilities and learning tools. With the completion of the Strategic Plan, efforts to improve curricular areas to meet the needs of all students became the focal point.

As a part of the strategic planning process a Vision Statement was adopted June 2013: “District OR-1 commits to a course of action providing continued academic growth through a curriculum that recognizes limitless potential and inspires faith in a positive future for every student. With a sense of community ownership and responsibility, we will remain fiscally accountable and attentive to current and future high-tech facility and staffing needs.”

The process is now in the third year of a five-year cycle. The following individuals have been appointed to provide the leadership necessary for this endeavor. The steering committee members are:

Cassidy Buescher	Co-Chair
Sadie Struebing	Co-Chair
Matt Smidt	Data/Assist Team Chair
Burke Brown	Technology
Cassidy Buescher	Learning Goal Team Co-Chair
Ryan Pollock	Learning Goal Team Co-Chair
Stacy Sullivan	Learning Goal Team Co-Chair
Rebecca Gill-Rose	Learning Goal Team Member
Jackie Engelhardt	Special Education Team Member
Susan Steward	Board of Education
Jaimi Calfee	Board of Education
Robert Hanger	Ex-officio Member
David Bottrell	Ex-officio Member
Linde Walter	Ex-officio Member
Kim Jensen	Curriculum Team Co-Chair

Standards Team members are as follows:

Purpose and Direction

Mindy Wolfgang
Jen Hanger
Lonnie Goodrich
Abbie Swartzendruber
Cassidy Buescher
Jon Davenport
Mark Kotik
Michael Trausch
Sandy Murphy

Governance and Leadership

Matt McElfresh
Nichole Ourada
Gina Christensen
Sadie Struebing
Beth McCreight
Char Church
Kim Jensen
Jennifer Ferretti

Teaching and Assessing for Learning

Lisa Dowding
Beck Hall
Stacy Sullivan
Jessica Cerny
Brittany Draeger
Sarah Swartzendruber
Andrew Conn
Becky Cunningham
Jeff Panko

Resources and Support Systems

Thomas McChristian
Jackie Engelhardt
Rebecca Dvorak
Flo Schauer
Elyse Moore
Ron Wergin
Brad Gabriel
Becky Gill
Ken Malone
Michael Chaffee

Using Results for Continuous Improvement

Leslie McIntosh
Angela Nitzsche
Carrie Wusk
Jiree Wilson
Jessica Hinrichsen
Matt Smidt
Aaron Hoeft
Tyler Maas
Ryan Pollock

In addition, the committees are assisted by Suzanne Whisler and Jen Madison of ESU #4 as the process continues.

To date, the steering committee has reaffirmed the mission statement and belief statements created by the original committee. A sub-committee has gathered and analyzed data related to student learning. A data driven selection of a goal for improvement of student learning in vocabulary has been identified. During the 2013-14 school year, best practices for improvement of student learning in math were researched and an action plan for addressing that goal was developed. Implementation of those selected practices began during the 2014-15 school year. A review of the school improvement process was conducted by the Nebraska Department of Education during

the 2012-13 school year. The successful completion of this phase marked the transition for the District to the Assist Process with Advanced Ed. This year the steering committee completed a timeline of activities designed to keep the school improvement process moving forward in preparation for the next external visit scheduled for the spring of 2018. During the 2013 process and review the District was accredited for the next five years and received the following commendations and required actions:

The external team identified five powerful practices in place within OR-1:

- School Community Partnership
- Communication to Parents
- School Leadership
- Staff
- Character Education

The team also provided two required actions for the next cycle:

Review, revise, and implement a systemic and systematic continuous improvement process PreK-12.

Develop and implement a written PreK-12 curriculum, in all core subjects, aligned with the Nebraska Standards horizontally and vertically, and include a timeline for review and revision.

Work is underway regarding the identified required actions and to continue building on the powerful practices identified in the report.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

December 4, 2015

The Clark Enersen Partners
Attn: Tim Ripp
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Palmyra Jr. / Senior High School Topographical Survey (the "Project")
425 "F" Street, Palmyra, Nebraska

Dear Tim:

It is our understanding that District OR-1 Public Schools ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: Topographical Survey or (as more specifically described in "Scope of Services" attached hereto). Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Within two weeks of Notice to proceed.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Base area

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Five Thousand Eight Hundred Seventy Five Dollars (\$5,875.00). Olsson's reimbursable expenses for this Project are included in the fixed fee.

Anticipated Completion Date: Within three weeks of Notice to proceed (weather permitting).

Area - A

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of One Thousand Nine Hundred Fifty Dollars (\$1,950.00). Olsson's reimbursable expenses for this Project are included in the fixed fee.

Anticipated Completion Date: Within four weeks of Notice to proceed (weather permitting).

Area - B

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Two Thousand Eight Hundred Twenty Five Dollars (\$2,825.00). Olsson's reimbursable expenses for this Project are included in the fixed fee.

Anticipated Completion Date: Within four weeks of Notice to proceed (weather permitting).

Area - C

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of One Thousand Six Hundred Seventy Five Dollars (\$1,675.00). Olsson's reimbursable expenses for this Project are included in the fixed fee.

Anticipated Completion Date: Within four weeks of Notice to proceed (weather permitting).

Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

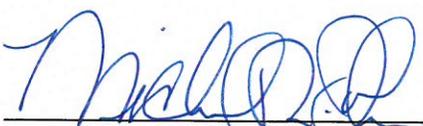
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Stacey Fryc 402-458-5685.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By  _____
Thomas Bruggeman RLS (Team Leader)

By  _____
Michael Johnson RLS

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

DISTRICT OR-1 – PUBLIC SCHOOLS

By _____
Signature

Print Name _____

Title _____

Dated _____

- Attachments
- General Provisions
- Scope of Services
- Labor Rate Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated December 4, 2015 between District OR-1 Public Schools ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse

by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s)

or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall

take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all

claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted

by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated December 4, 2015 between District OR-1 Public Schools ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Palmyra Jr. / Senior High School

Project Description: Topographical Survey

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

SURVEY SERVICES

Topographical Survey

- **Survey**
Conduct a field survey to determine existing topographic features, pavements, roadway, top and bottom of curbs, drive locations, this will include spot elevations, and will provide one foot contours, building structures, drainage structures, walls, utility manholes and covers, light poles, trees with spot elevations at the base of tree along with trunk size, shrubs, fences, signs, irrigation head(s), valve boxes, sidewalks or trails within the area shown on the provided exhibit dated December 1, 2015. Survey crew will establish bench marks and control points during the field survey.
- **Site Plan**
Prepare a site plan showing the information obtained during the field survey. The utility locations and sizes will be determined by surveying the flagged 'One Call' locations of the visible features and using record information from the utility owners. No underground exploration for utilities will be provided. Conduct research at the Otoe County Courthouse for verification of existing lot and block layout within the limits of the School property. All platted lot lines will be shown on the site plan using the field location of any existing lot pins found. No Legal Boundary Survey will be performed to determine the property boundaries.
- **Deliverables**
Provide a signed PDF and an electronic copy in AutoCAD Civil3D format.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

OLSSON ASSOCIATES, INC.

By  _____
Thomas Bruggeman RLS (Team Leader)

 _____
Michael Johnson RLS

If you accept this Scope of Services, please sign:

DISTRICT OR-1 PUBLIC SCHOOLS

By _____
Signature

Print Name _____

Title _____

Dated: _____



SURVEY LABOR RATE SCHEDULE 2015

Any additional services can be provided on a time and expense basis using the following rates:

<u>Classification</u>	<u>Hourly Rate</u>
Project Manager/Registered Surveyor	\$135.00
Survey Crew (2 person)	\$140.00
Survey Crew (1 person)	\$ 90.00
Computer Technician	\$ 85.00
Administrative	\$ 50.00
<u>Expenses</u>	<u>Rate</u>
Mileage	\$0.75/Mile
Stakes	\$0.30/Each
Miscellaneous	Cost + 10%

NOTE: Any time over 8 hours per day will be billed at 1-1/2 times the hourly rate.

If you have any questions or need any additional information concerning the scope or fee, please feel free to contact me at my direct phone number, 402-458-5686.



December 1, 2015

Tom Bruggeman
Olsson Associates
601 P Street, suite 200
Lincoln, Nebraska 68508

RE: District OR-1 - Palmyra site survey

Mr. Tom Bruggeman:

We are beginning work on a renovation to Palmyra Jr. / Senior High for District OR-1 Public Schools. The Jr / Senior High facility is located at 425 F Street Palmyra, Nebraska. We are requesting a survey proposal for the completion of the work on the main school site (base area) as well as separate numbers for the parking lot to the North (area A), the football field to the West (area B), and an empty lot to the South (area C) (refer to the attached exhibit)

In order to complete our work we will require the following information:

1. Location of all existing site features, including pavements, tree and shrub locations, utility manholes and covers, drainage structures, walls, and structures, lights, etc.
2. Spot elevations at critical locations; sidewalks, pavements, curbs (top and bottom of curb) edges. We would like to have spot elevations located at a minimum on a 10 foot grid around the building, the football field and the parking lot areas and a 25' grid for the remainder of the site, and at all other critical locations.
3. Spot elevations at the base of each existing tree, the trunk size of each tree denoted on the drawing and type of tree if known.
4. Location of all known utilities (underground and overhead). Provide pipe size, invert elevations, flow line elevations and pipe material for underground storm and sanitary sewer utilities. Include elevations of manhole and inlet covers. Location of all Electrical transformers and power lines. Each utility not currently extending to the site should be located at the periphery of the site.
5. Identification of each surface type (i.e. type of pavement, type of wall/edge, etc.).
6. Location of all utility easements, property lines and any building or setback lines.
7. Established bench marks and control point locations.

The survey must be completed so that it complies with the NAVD 1988 horizontal and vertical datum coordinate system. We would like to have the survey information provided to us in an AutoCAD format along with a PDF copy. We would appreciate the survey as soon as possible. As part of your proposal, please identify when you can have the survey information available.

Architecture + Landscape Architecture + Engineering + Interiors

1010 Lincoln Mall, Suite 200
Lincoln, NE 68508-2883 402 477.9291 Fax 402 477.6542

Please respond with your proposal by 11 AM, Thursday, December 10, 2015. Notice to proceed with the survey will be given shortly after we review the cost with the owner. Your contract will be directly with District OR-1.

If you have any questions, please feel free to contact me.

Sincerely,


Tim Ripp, AIA, LEED AP
Senior Principal

Enclosures:

Survey Area Map

Architecture + Landscape Architecture + Engineering + Interiors

1010 Lincoln Mall, Suite 200
Lincoln, NE 68508-2883 402 477.9291 Fax 402 477.6542

