

Board of Education Special Meeting

Wednesday, August 28, 2019 6:00 PM

Media Center at Bennet Elementary School 50 Dogwood Street, Bennet, Nebraska

50 Dogwood

Bennet, NE 68317

Jaimi Calfee: Absent

Doug Church: Present

Brandon Desh: Present

Lance Gee: Present

Clayton Maahs: Present

Susan Royal: Present

Jaimi Calfee: Present

{{Name: Agenda Item Name}} {{Actions: Agenda Item Actions}} {{Discussion: Agenda Item Discussion}} {{AgendaItemEnd}}

1. Call to Order

2. Announcement of the Open Meetings Act Posting

3. Action Items

1. Presentation, discussion and or official action to adopt the resolution authorizing the issuance of Series 2019 Limited Tax Obligation Building Improvement Bonds in an amount not to exceed \$1,320,000.

2. Motion to adopt the resolution authorizing the issuance of series 2019 limited tax obligation bonds as presented. Passed with a motion by Brandon Desh and a second by Doug Church.

3. Susan Royal: Nay, Jaimi Calfee: Yea, Doug Church: Yea, Brandon Desh: Yea, Lance Gee: Yea, Clayton Maahs: Yea

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7. Presentation, discussion and or official action with regard to review and action to accept bids for the replacement of identified roofing areas at Bennet Elementary and Palmyra High School received and opened on August 14, 2019, and, if a bid is accepted, negotiation of and action to approve a contract with the accepted bidder for such Roof Project.

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15. Motion to accept the roofing contract as presented Passed with a motion by Doug Church and a second by Brandon Desh.
16. Susan Royal: Nay, Jaimi Calfee: Yea, Doug Church: Yea, Brandon Desh: Yea, Lance Gee: Yea, Clayton Maahs: Yea
17.
 4. Discussion Items
 1. Dr. Larry Dlugosh Strategic Planning Information
 2. FY 2019-2020 Financial Information
 3. McPherson and Jacobson meeting calendar
 5. Closed Session
 6. Next Regular Meeting
 7. Adjournment

Chairperson

Superintendent

A RESOLUTION AUTHORIZING THE ISSUANCE BY OTOE COUNTY SCHOOL DISTRICT 0501 (PALMYRA DISTRICT OR-1) IN THE STATE OF NEBRASKA OF ITS LIMITED TAX OBLIGATION SCHOOL BONDS, SERIES 2019, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION THREE HUNDRED TWENTY THOUAND DOLLARS (\$1,320,000) FOR THE PURPOSE OF PAYING THE COSTS OF THE PROJECT DESCRIBED HEREIN; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; IMPOSING A TAX TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; DESIGNATING THE SERIES 2019 BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AND 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:

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; the District maintains both elementary and high school grades under the direction of a single board of education; and the District embraces territory having a population of not more than 150,000 inhabitants.

(b) Sections 79-10,110.02, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), authorize the District to (i) make a determination that actual or potential environmental hazards, accessibility barriers, life safety code violations, life safety hazards, or mold exists within the existing school buildings or the school grounds of existing school buildings controlled by the District, and deliver to the County Clerk of Otoe County, Nebraska an itemized estimate of the amounts necessary to be expended relating to addressing such actual or potential environmental hazards, accessibility barriers, life safety code violations, life safety hazards, or mold within the existing school buildings or the school grounds of existing school buildings controlled by the District, (ii) issue its limited tax obligation school bonds to pay the costs of abating, eliminating, correcting and/or preventing such problems and conditions, and (iii) levy a special, limited tax described therein for the payment of such bonds.

(c) All of the improvements proposed as part of the hereinafter-defined Project are to be made to and constructed within the District’s existing school buildings or the school grounds of existing school buildings controlled by the District.

(d) To pay the costs of the Project, it is necessary, desirable, advisable and in the best interests of the District that the District issue the bonds herein authorized in accordance with the provisions of the Act.

(f) To pay the principal of and the interest on the bonds herein authorized, the District will need to levy an annual tax of not to exceed three cents (\$0.03) per one hundred dollars (\$100) of taxable valuation on the taxable property of the District in each year such bonds are outstanding, subject to the limits of the Act.

(g) 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).

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

Section 2. The Board hereby designates the project specified in Exhibit A appended hereto and incorporated herein by reference (the “**Project**”) as the actual or potential environmental hazards, accessibility barriers, life safety code violations, life safety hazards, or mold to be addressed for which the tax levy enacted hereby and permitted under the Act will be expended, and hereby ratifies, approves and adopts the itemized estimate of the amounts necessary to be expended for the Project as set forth in Exhibit A. The Superintendent of Schools is hereby directed to file such itemized estimate with the County Clerk of Otoe County, Nebraska, by not later than September 20, 2019.

Section 3. (a) The Board hereby authorizes the issuance and delivery of one or more series of negotiable limited tax obligation school bonds of the District in the aggregate principal amount of not to exceed \$1,320,000, designated as “Limited Tax Obligation School Bonds, Series 2019” (the “**Series 2019 Bonds**”) or such other designation as shall be made by the President, the Vice President, the Secretary or the Treasurer of the Board or the Superintendent of Schools (each, including any person authorized to act on behalf of either, an “**Authorized Officer**”), or any individually. The Series 2019 Bonds shall be issued only as fully registered bonds, without coupons, on the books of the Registrar and Paying Agent designated in subsection (b) below (the “**Registrar**”) in denominations of \$5,000 or any whole multiple thereof (or such other denomination as determined by any Authorized Officer) not exceeding the principal amount due on a given date of maturity, and shall be numbered consecutively from one upward in order of issuance. Unless otherwise determined by an Authorized Officer, the date of original issue of the Series 2019 Bonds shall be the date of delivery, and the Series 2019 Bonds shall mature and bear interest, calculated on the basis of a 360-day year consisting of twelve 30-day months.

In accordance with the provisions of subsection (b) below, the Authorized Officers, or any individually, are hereby authorized to (i) sell the Series 2019 Bonds through a negotiated sale with the Underwriter identified herein, (ii) place the Series 2019 Bonds with a Private Purchaser through the assistance of the Placement Agent identified herein or (iii) issue the Series 2019 Bonds directly to a Lender identified by the Placement Agent to secure a loan entered into between the District and such Lender.

(b) The Authorized Officers, or any individually, are authorized and directed, in the exercise of such officers’ independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint with respect to each series of bonds authorized under this Resolution, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (i) the dated date and the delivery date, (ii) the aggregate principal amount to be issued, not exceeding the aggregate principal amount set forth in this Section 3(a), (iii) the principal maturity dates and the principal amounts maturing on such dates, (iv) the date of final maturity, which shall in no event be later than December 15, 2029, (v) the sale date, (vi) the rates of interest to be carried by each maturity, such that the true interest cost of any series shall not exceed 4.00%, (vii) the method by which such rates of interest shall be calculated, (viii) the number of series of bonds, (ix) the Interest Payment Dates, (x) the redemption dates and prices, including the amount and maturity date of any Series 2019 Bonds issued as “Term Bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any; provided that such series shall be subject to redemption no later than the fifth anniversary of their

date of original issuance and delivery, (xi) all of the other terms not otherwise determined or fixed by the provisions of this Resolution, (xii) the form, content, terms and provisions of any bond purchase agreement entered into by the District with the Underwriter set forth in Section 7 hereof, (xiii) the fee of the Underwriter or the Placement Agent, which shall not be more than 1.20% of the aggregate principal amount of the Series 2019 Bonds; (xiv) the purchase price, which shall not be less than 96.00% of the aggregate principal amount of the Series 2019 Bonds (inclusive of the purchaser's discount and any original issue discount), (xv) the form and contents of any preliminary and final official statement or other offering materials of the District utilized in connection with any offering or sale of the Series 2019 Bonds to the public, (xvi) the identity of the Registrar, (xvii) the number of years for which the District shall levy the tax authorized by subsection (1) of the Act to pay debt service on the Series 2019 Bonds, provided that such levy shall not exceed ten (10) years; and (xviii) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the District in connection with the authorization, issuance, sale and delivery of each series.

(c) (i) Unless a different period shall be otherwise determined by an Authorized Officer, the Series 2019 Bonds maturing after the date five years from their date of original issue shall be subject to redemption at the option of the District on the date five years from their date of original issue and any date thereafter, as a whole, or in part in such principal amounts and from such maturity or maturities as the District in its sole and absolute discretion shall determine, at a redemption price equal to the principal amount so redeemed, together with the interest accrued thereon to the date fixed for redemption, with or without a premium as may be determined by such Authorized Officer. If less than all Series 2019 Bonds of any maturity are to be called for redemption pursuant to this Resolution, the Registrar shall select the particular Series 2019 Bonds of such maturity to be redeemed by lot.

(ii) The Authorized Officers, or any individually, may designate in a certificate certain Series 2019 Bonds as "**Term Bonds**", portions of which are to be redeemed on such dates of the years (each such date being herein referred to as a "**Sinking Fund Payment Date**") and in the amounts (hereinafter referred to as a "**Mandatory Sinking Fund Payment**") set forth in such certificate. The Registrar shall select and call for redemption, in accordance with this subsection (c), from the Term Bonds the amounts specified by the Authorized Officer in the certificate, and the Term Bonds selected by the Registrar shall become due and payable on such date. If Term Bonds are redeemed at the option of the District pursuant to Section 3(c)(i), the Term Bonds so optionally redeemed may, at the option of the District, be applied as a credit against any subsequent Mandatory Sinking Fund Payment with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to Section 3(c)(i), provided that the District shall have delivered to the Registrar not less than 45 days prior to such Sinking Fund Payment Date a District certificate stating its election to apply such Term Bonds as such a credit. In such case, the Registrar shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Payment Date specified in such District certificate by the principal amount of Term Bonds so redeemed pursuant to Section 3(c)(i). Any credit given to Mandatory Sinking Fund Payments pursuant to Section 3(c)(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) Series 2019 Bonds subject to redemption shall be redeemed in whole multiples of \$5,000. If any Series 2019 Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any whole multiple thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Series 2019 Bonds there shall be issued to the registered owner thereof

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without charge therefor, for the then unredeemed balance of the principal amount thereof, Series 2019 Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Resolution.

(iv) Notice of redemption of Series 2019 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 to the registered owners (or such shorter period as may be acceptable to the then registered owners) at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Series 2019 Bonds or the redemption of any Series 2019 Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Series 2019 Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Series 2019 Bonds called for redemption who have not been given such notice as provided above, the Series 2019 Bonds so called for redemption shall become due and payable on the designated redemption date. The District shall give written notice to the Registrar of its election to redeem Series 2019 Bonds at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Series 2019 Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Series 2019 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 Series 2019 Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called; such Series 2019 Bonds shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption and shall continue to be protected by this Resolution and entitled to the benefits and security hereof.

(d) Interest on the Series 2019 Bonds at the respective rates for each maturity is payable semiannually on each Interest Payment Date (as determined by an Authorized Officer pursuant to Section 3(b) hereof) 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 Series 2019 Bond at such registered owner's address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the 15th day (whether or not a business day) immediately preceding each Interest Payment Date (the "**Record Date**") subject to the provisions of the following paragraph. The principal on the Series 2019 Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Series 2019 Bonds to the Registrar at its designated office.

If any payments of interest due on the Series 2019 Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Series 2019 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 become available.

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If the date for payment of the principal of or the interest on the Series 2019 Bonds shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the designated corporate trust office of the Registrar is located are authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

(d) The Series 2019 Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the President of the Board and the Secretary of the Board (or such other officers authorized to sign on their behalf). In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2019 Bonds shall cease to be such officer before the delivery of any Series 2019 Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Series 2019 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Series 2019 Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2019 Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2019 Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

(e) If any Series 2019 Bond is mutilated, lost, stolen or destroyed, the District shall execute a new Series 2019 Bond of like date, maturity and denomination to that mutilated, lost, stolen, or destroyed, provided that, in the case of any mutilated Series 2019 Bond, such mutilated Series 2019 Bond shall first be surrendered to the Registrar and, in the case of any lost, stolen, or destroyed Series 2019 Bonds, there first shall be furnished to the Registrar evidence of such loss, theft, or destruction satisfactory to the Registrar, together with an indemnity satisfactory to it. If such Series 2019 Bond shall have matured, instead of issuing a duplicate Series 2019 Bond, the District may pay the same without surrender thereof upon the performance of such requirements as it deems fit for its protection, including a lost instrument bond. The District and the Registrar may charge the owner of such Series 2019 Bond with their reasonable fees and expenses for such service.

(f) The Series 2019 Bonds shall be issued initially as "book-entry-only" bonds under the services of The Depository Trust Company (the "**Depository**"), with one typewritten bond per maturity being issued to the Depository. In such connection the officers of the District are authorized to execute and deliver a Letter of Representations (the "**Letter of Representations**") in the form required by the Depository, for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Series 2019 Bonds. If the Series 2019 Bonds are issued as "book-entry-only" bonds, the following provisions shall apply:

(i) The District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Series 2019 Bonds as securities depository (each, a "**Bond Participant**") or to any person who is an actual purchaser of a Series 2019 Bond from a Bond Participant while the Series 2019 Bonds are in book-entry form (each, a "**Beneficial Owner**") with respect to the following:

(A) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Series 2019 Bonds,

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(B) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Series 2019 Bonds, including any notice of redemption, or

(C) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Series 2019 Bonds. The Registrar shall make payments with respect to the Series 2019 Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Series 2019 Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Series 2019 Bond, except as provided in (v) below.

(ii) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Series 2019 Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Registrar to do so, the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (A) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Series 2019 Bonds or (B) to make available Series 2019 Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Series 2019 Bonds shall designate.

(iii) If the District determines that it is desirable that certificates representing the Series 2019 Bonds be delivered to the ultimate Beneficial Owners of the Series 2019 Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Series 2019 Bonds. In such event, the Registrar shall issue, transfer and exchange bond certificates representing the Series 2019 Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Series 2019 Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Series 2019 Bond and all notices with respect to such Series 2019 Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(v) Registered ownership of the Series 2019 Bonds may be transferred on the books of registration maintained by the Registrar, and the Series 2019 Bonds may be delivered in physical form to the following:

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

(B) any person, upon (I) the resignation of the Depository from its functions as depository or (II) termination of the use of the Depository pursuant to this Section and the terms of any registrar and paying agent's agreement.

(vi) In the event of any partial redemption of a Series 2019 Bond unless and until such partially redeemed Series 2019 Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Series 2019 Bonds as is then outstanding and all of the Series 2019 Bonds issued to the Depository or its nominee shall contain a legend to such effect.

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

Section 4. (a) The Registrar designated pursuant to Section 3(b) hereof shall serve in the capacities of registrar and paying agent under the terms of an agreement entitled “**Registrar and Paying Agent Agreement**” between the District and the Registrar; provided, however, that if the District Treasurer is designated as Registrar, then the District and the District Treasurer need not enter into a Registrar and Paying Agent Agreement. The Authorized Officers, or any individually, are 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 Series 2019 Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. Any Authorized Officer may remove the Registrar as provided herein if he or she determines such removal is in the best interest of the District. Such officer is further authorized to appoint a successor Registrar which he or she deems a suitable successor, and such officer is authorized to execute a registrar and paying agent agreement with such successor Registrar.

(c) The Registrar shall keep and maintain for the District books for the registration and transfer of the Series 2019 Bonds at the Registrar’s designated corporate trust office. The names and registered addresses of the registered owner or owners of the Series 2019 Bonds shall at all times be recorded in such books. Any Series 2019 Bond may be transferred pursuant to its provisions at the office of the Registrar by surrender of such Series 2019 Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner in person or by such owner’s duly authorized agent, and thereupon the Registrar on behalf of the District will deliver at such office (or send by registered mail to the transferee owner or owners thereof at such transferee owner’s or owners’ risk and expense), registered in the name of the transferee owner or owners, a new Series 2019 Bond or Series 2019 Bonds of the same interest rate, aggregate principal amount and maturity, bearing numbers not contemporaneously then outstanding. To the extent of the denominations authorized for the Series 2019 Bonds by this Resolution, one Series 2019 Bond may be transferred for several such Series 2019 Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Series 2019 Bonds may be transferred for one or several such Series 2019 Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Series 2019 Bond, the surrendered Series 2019 Bond shall be canceled and destroyed. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. Series 2019 Bonds issued upon transfer or exchange of Series 2019 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

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Payment Date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on the Series 2019 Bonds shall be in default, the Series 2019 Bonds issued in lieu of Series 2019 Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Series 2019 Bonds surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Series 2019 Bonds shall be dated as of their date of original issue. All Series 2019 Bonds issued upon transfer of the Series 2019 Bonds so surrendered shall be valid obligations of the District evidencing the same obligations as the Series 2019 Bonds surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the Series 2019 Bonds upon transfer of which they were delivered. The District and the Registrar shall not be required to transfer any Series 2019 Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Series 2019 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 Series 2019 Bonds from funds provided by the District for such purposes. Payments of interest due upon the Series 2019 Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Series 2019 Bond to such owner's registered address as shown on the books of registration as required to be maintained under this Section 4. As provided in Section 10 hereof, on or before each principal or interest due date, without further order of the Board, the Authorized Officers, or each individually, 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 Series 2019 Bond. The District and the Registrar may treat the registered owner of any Series 2019 Bonds as the absolute owner of such Series 2019 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 Series 2019 Bond shall be valid and effectual and shall be a discharge of the District and the Registrar in respect of the liability upon the Series 2019 Bonds or claims for interest to the extent of the amount or amounts so paid.

Section 5. The Series 2019 Bonds shall be in substantially the following form:

(Form of Series 2019 Bond)

No. _____

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**UNITED STATES OF AMERICA
STATE OF NEBRASKA**

**OTOE COUNTY SCHOOL DISTRICT 0501
(PALMYRA DISTRICT OR-1)
LIMITED TAX OBLIGATION SCHOOL BONDS
SERIES 2019**

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>	<u>CUSIP Number</u>
_____, 2019	_____, 20__	%	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS

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, the Principal Amount of this Bond upon presentation and surrender hereof on the Date of Maturity to _____, located in _____, 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 (each of such dates an "Interest Payment Date"), commencing June 15, 2020, at the Rate of Interest 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) immediately preceding each Interest Payment Date (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this Bond (or of one or more predecessor Bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Registrar whenever monies for such purpose become available.

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

The Bonds maturing on or after _____, 2025 are subject to redemption at the option of the District prior to the stated maturities thereof at any time on and after _____, 2024, as a whole, or in part in such principal amounts and from such maturity or maturities as the District, in its sole 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. If less than all of the Bonds of a maturity are to be called for redemption, the Registrar shall select by lot the particular Bonds of such maturity to be redeemed.

[Redemption from mandatory sinking fund payments].

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 whole multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered Bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Resolution.

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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 owners of the Bonds), all as more particularly set forth in the Resolution. Notice of redemption having been given as provided in the 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.

This Bond is one of a series of fully registered bonds in the total principal amount of \$_____ of even date and like tenor (except as to number, denomination, date of maturity, rate of interest and priority of redemption), issued by the District pursuant to the Resolution and Section 79-10,110.02, Reissue Revised Statutes of Nebraska, as amended (the "Act") for the purpose of paying the costs of addressing actual or potential environmental hazards, accessibility barriers, life safety code violations, life safety hazards, or mold within the existing school buildings or the school grounds of existing school buildings controlled by the District. The Act authorizes the District to impose a tax levy of not to exceed three cents (\$0.03) per one hundred dollars (\$100) of valuation on the taxable property located in the District for the purposes of providing for the payment of the principal of and interest on such Bonds.

This Bond is not a general obligation of the District, may not be paid from funds derived from any portion of its general fund, and is secured solely by the District's irrevocable pledge of amounts received by it in respect of the limited tax levy authorized by the Act. The District agrees that it shall cause to be made annually, in addition to all other taxes, a special levy of taxes against all of the taxable property in the District for the purpose of paying and sufficient to pay in full the principal of and interest on this Bond as and when such principal and interest, respectively, become due, as authorized by the Act, together with any other bonds or obligations validly issued by the District pursuant to the Act, subject to the limitations set forth therein, and hereby irrevocably pledges amounts received by the District in respect thereof to such 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 RESOLUTION REFERRED TO HEREIN, 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 RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE 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 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

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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 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.

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

Attest:

(Facsimile Signature)
Secretary of the Board of Education

(Facsimile Signature)
President of the Board of Education

**BOND REGISTRAR AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the series designated therein and issued under the provisions of the within-mentioned Resolution.

_____, as Bond Registrar and
Paying Agent

ASSIGNMENT

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

(Please print or typewrite name, address and tax identification
or social security number of Transferee)

the within Bond and rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within Bond on the registration books of the Registrar, with full power of substitution in the premise.

Dated: _____, 20__.

Signature of Registered Owner

NOTICE: The signature(s) on this Assignment must correspond with the name of the Registered Owner

as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. (a) After being executed by the President and the Secretary of the Board, in accordance with Section 3(e) hereof, the Series 2019 Bonds shall be delivered to the Registrar for registration and authentication. The Superintendent of Schools shall be responsible for the delivery of the Series 2019 Bonds and for all other ministerial acts relating to the Series 2019 Bonds. The Authorized Officers, or each individually, are hereby authorized to take all actions necessary to effect the delivery of the Series 2019 Bonds to the Underwriter, the Private Purchaser or the Lender, as applicable, 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 Series 2019 Bonds.

(b) The Superintendent of Schools is directed to make and certify a transcript of the proceedings of the District precedent to the issuance of the Series 2019 Bonds, which transcript shall be delivered to the Underwriter, the Private Purchaser or the Lender, as applicable.

Section 7. (a) The District is authorized to sell the Series 2019 Bonds to Piper Jaffray & Co., as original purchaser of the Series 2019 Bonds (the "**Underwriter**"), in accordance with Section 3 of this Resolution. Delivery of the Series 2019 Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of sale. The District is authorized to enter into a Bond Purchase Agreement (the "**Purchase Agreement**") between the District and the Underwriter in form and substance acceptable to the Authorized Officers, or any individually. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the District, such officer's signature thereon being conclusive evidence of such official's and the District's approval thereof. The Underwriter shall have the right to direct the registration of the Series 2019 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such Underwriter and its agents, representatives and counsel (including bond counsel) are 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 Series 2019 Bonds, including, without limitation, authorizing the release of the Series 2019 Bonds by the Depository at closing.

(b) The District is further authorized to place the Series 2019 Bonds with a private purchaser (the "**Private Purchaser**") with the assistance of Piper Jaffray & Co., as placement agent of the Series 2019 Bonds (the "**Placement Agent**") in accordance with Section 3 of this Resolution. The Private Purchaser shall have the right to direct the registration of the Series 2019 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and placement of the Series 2019 Bonds.

(c) The District is further authorized to issue the Series 2019 Bonds directly to a bank or other institutional lender (the "**Lender**") to evidence or secure a loan from such Lender to the District, in accordance with Section 3 of this Resolution and subject to the other restrictions of this Resolution. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Series 2019 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance of the Series 2019 Bonds.

Section 8. The District hereby establishes the following funds and accounts in connection with the Series 2019 Bonds: (a) the 2019 Bond Fund (the "**Bond Fund**") and (b) the 2019 Construction Fund (the "**Construction Fund**"). The foregoing funds and accounts shall be maintained by the District in accordance with the provisions of this Resolution. The District Treasurer 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 proceeds from the sale of the Series 2019 Bonds, including the interest, if any, accrued on the Series 2019 Bonds from their date of original issue to the date of delivery and payment thereof, shall be received by the District Treasurer. The Authorized Officers, or any individually, or the District Treasurer (including such other person authorized to act on behalf of the Treasurer) shall apply such proceeds as follows: (a) any accrued interest shall be deposited in the Bond Fund to pay interest due on the first Interest Payment Date, and (b) all remaining proceeds shall be deposited in the Construction Fund to pay (i) the costs of acquiring, constructing and improving the Project, including any capitalized interest on the Series 2019 Bonds, and (ii) the costs of issuing the Series 2019 Bonds. Costs of issuance may also be paid from other available monies of the District.

Section 10. (a) All revenues and receipts of the tax levy authorized by the Act shall be deposited in the Bond Fund as and when received. So long as the Series 2019 Bonds are outstanding, all amounts paid and credited to the Bond Fund shall be expended and used by the District for the sole purpose of paying (i) the principal of, premium, if any, and interest on the Series 2019 Bonds as and when the same become due, (ii) the usual and customary fees and expenses of the Registrar and (iii) costs of any additional projects permitted under the Act.

(b) The District Treasurer or any other Authorized Officer 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 Series 2019 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 Series 2019 Bonds. If, through the lapse of time, or otherwise, the owners of Series 2019 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 monies deposited with the Registrar shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

(c) Any moneys or investments remaining in the Bond Fund after the payment or the defeasance of all the bonds issued under the Act shall be transferred to the general fund of the District.

Section 11. The Board, acting for and on behalf of the District, hereby represents, warrants, covenants and agrees that it shall cause to be levied and collected annually, in addition to all other taxes, such portion of the tax levy specified in subsection (1) of the Act against all taxable property in the District as shall be necessary for the purpose of paying and sufficient to pay the principal of and interest on the Series 2019 Bonds as and when such principal and interest, respectively, become due according to the terms thereof. The amount of the levy for each such year shall be the amount required in order to provide the District with funds sufficient to pay in full such principal of and interest on the Series 2019 Bonds as and when such principal and interest, respectively, become due according to the terms of the Series 2019 Bonds, subject to the limitation set forth in the Act. The tax shall be levied for the number of years determined by an Authorized Officer pursuant to Section 3 hereof; provided, however, that such tax shall not be levied for more than 10 years with respect to any of the projects financed by the Series 2019 Bonds. All revenues and receipts of the tax levy authorized by the Act shall be deposited in the Bond Fund as and when received.

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 Series 2019 Bonds and (ii) it will not use or permit the use of any proceeds of Series 2019 Bonds or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Series 2019 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 Series 2019 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 Series 2019 Bonds, (ii) it will use the proceeds of the Series 2019 Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Series 2019 Bonds are issued and (iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Series 2019 Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause the Series 2019 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 Series 2019 Bonds from time to time. This covenant shall survive payment in full or defeasance of the Series 2019 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 District’s tax certificate, if any. Notwithstanding anything to the contrary contained herein, the tax certificate may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2019 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 Series 2019 Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Series 2019 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 Series 2019 Bonds is a private activity bond as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Series 2019 Bonds are to be used for local governmental activities of the District;

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- (iv) the aggregate face amount of the Series 2019 Bonds attributable to financing the construction of public school facilities is not less than \$1,320,000 (the "**Construction Amount**");
 - (v) the aggregate face amount of all tax-exempt bonds (other than private activity bonds and certain refunding bonds) to be issued by the District during the current calendar year is not reasonably expected to exceed the sum of (i) \$5,000,000, plus (ii) the lesser of \$10,000,000 or the Construction Amount; the District understands that, for this purpose, (A) the District and all entities which issue bonds on behalf of the District are treated as one issuer; and (B) 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 Series 2019 Bonds from gross income for federal tax purposes will not be adversely affected thereby.
- (f) The District hereby designates the Series 2019 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 the 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 the current calendar year, including the Series 2019 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 Series 2019 Bonds as "qualified tax-exempt obligations" will not be adversely affected.

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

Section 13. 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, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the offering of the Bonds is hereby authorized. Such officials are further authorized to execute and deliver a certificate pertaining

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to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The District (i) authorizes and directs the Authorized Officers, or each individually, to execute and deliver, on the date of the issuance of the Bonds, an 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. Any Authorized Officer may engage a dissemination agent to assist the District with its obligations pursuant to 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 Series 2019 Bonds in such manner as may be prescribed by law from time to time but specifically including the provisions of the Act and Section 10-142, Reissue Revised Statutes of Nebraska, as amended.

Section 15. The District’s obligations under this Resolution shall be fully discharged and satisfied as to the Series 2019 Bonds authorized and issued hereunder, and said Series 2019 Bonds shall no longer be deemed outstanding hereunder when payment of the principal of the Series 2019 Bonds and accrued interest thereon to the date of maturity or redemption thereof plus the applicable call premium, if any, (a) shall have been made, or caused to have been made, in accordance with the terms hereof; or (b) shall have been provided for by depositing with the Registrar, or in escrow with a national or state bank having trust powers in trust solely for such payment of the Series 2019 Bonds (i) sufficient monies to make such payments; or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America (herein referred to as “**Government Obligations**”), in such amounts and with such maturities as to principal and interest as will insure the availability of sufficient monies to make such payments, and the Series 2019 Bonds shall thereupon cease to draw interest from the date fixed for their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Resolution; provided that with respect to any Series 2019 Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If monies or Government Obligations shall have been deposited in accordance with the terms hereof with the Registrar or escrow agent in trust for that purpose sufficient to pay the principal of such Series 2019 Bonds, the premium thereon, if any, 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 the Series 2019 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 the Authorized Officers, or each individually, and all employees and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution and the issuance, sale, and delivery of the Series 2019 Bonds, including, without limitation and whenever applicable, the

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execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) delegates, authorizes, and directs the Authorized Officers, or each individually, 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 officer, officers, employee or agent of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 17. Monies in each of the funds and accounts created and established by this Resolution shall be deposited, invested and secured in accordance with State law. Monies held in such funds and accounts may be invested by the District or at its direction in such amounts and maturing at such times as shall reasonably provide for monies to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the monies invested may be needed for the purpose for which such fund or account was created; and provided further that such investments shall be subject to the covenants and provisions of Section 12 hereof. All interest on any permitted investment held in any fund or account shall accrue to and become a part of such fund or account.

Section 18. If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Series 2019 Bonds and the owners of the Series 2019 Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law.

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

Section 19. The District hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit B to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Series 2019 Bonds which are intended to be tax-exempt 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 such policies and procedures from time to time, without notice.

Section 20. The District hereby adopts the Disclosure Policies and Procedures attached to this Resolution as Exhibit C 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 21. This Resolution shall take effect and be in force from and after its passage as provided by law.

AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Twentyth day of February in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

District OR-1 Public Schools
425 F Street
Palmyra, Nebraska 68418

and the Contractor:

(Name, legal status, address and other information)

Black Hawk Roof of NE
4346 S. 187th Street
Omaha, NE 68135
Phone No: (531)-210-6523

for the following Project:

(Name, location and detailed description)

District OR-1 Public Schools
Roofing Improvements 2019

The Architect:

(Name, legal status, address and other information)

WEIDNER ARCHITECTURE, LLC

4810 N 159th Plaza, #89
Omaha, NE 68116
Phone No: 402-871-6537

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the Project Manual prepared by the Architect, dated August 8, 2019,
- .3 addenda prepared by the Architect, if any, identified as follows:

Number	Date
Addendum #1	8/12/2019
- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. *(Insert the date of commencement if other than the date of this Agreement.)*

Date of Commencement is September 3, 2019

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

[☐ « »] Not later than « » (« ») calendar days from the date of commencement.

[☒ «X»] By the following date: April 24, 2020 with Final Completion by May 8, 2020.

Liquidated Damages of \$500.00 per day will be applied for work completed after May 8, 2020.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

HS Areas 1-6 Roof Replacement:	Seven Hundred Fifty Thousand dollars	(\$ 750,000.00)
Elementary Areas 1 - 11 Roof Replacement:	Five Hundred Fifty Thousand dollars	(\$ 550,000.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: NA

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: NA
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1 Metal Deck Repair	Per Square Foot	\$ 40.00
Unit Price #2 Metal Deck Replacement	Per Square Foot	\$ 50.00
Unit Price #3 Wood Blocking Replacement	Per Board Foot	\$ 2.66
Unit Price #4 Drain Bowl Replacement	Each	\$ 1,900.00
Unit Price #5 Plumbing Line	Per Lineal Foot	\$ 43.00

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth day of the preceding month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

10 % retainage for entire construction period

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

~~§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis. T.W.~~

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

Timothy W Wood - Vice President

(Printed name and title)

We Action Plan Template: GOAL ONE-Objective One

Purpose: To create a “script” for your action planning effort and for support of the implementation phase.

Directions: 1. Use this form as a template to develop a work plan for each identified strategic objective.
2. Keep copies handy to bring to meetings to review and update regularly.

Goal: By 2020 District OR-1 Public Schools will provide the facilities needed to be competitive with other area schools in athletics and fine arts programs.

Strategic Objective 1.1: Construct an outdoor athletic facility (to meet current and future needs of the district).

Action Steps <i>What Will Be Done?</i>	Responsibilities <i>Who Will Do It?</i>	Timeline <i>By When?</i> <i>(Day/Month)</i>	Resources <i>A. Resources Available</i> <i>B. Resources Needed (financial, human, political & other)</i>	Estimated Cost <i>A. What is the cost to use available resources?</i> <i>B. What is the cost for needed resources?</i>	Communications Plan <i>Who needs to know?</i> <i>How will you inform them?</i> <i>How often?</i>
Step 1: 1. Determine what our Area/Conference schools have for current athletic and fine arts facilities. 1a. Come up with a list of 5-7 comparable schools 1b. Contact the schools to gather information on current facilities 1c. Based on information gathered, determine which schools should be visited to view facilities	Board Members with assistance from Activities Director/Coaches and Superintendent	September 2018	A. Other School Representatives B. Individual to summarize findings and compile in a report.	A. None B. Cost to travel to the identified schools.	School Board Members

1d. Visit schools and facilities in person 1e. Create a report summarizing the information					
Step 2: Create a list of potential outdoor athletic facility options.	Superintendent with the Board	October 2018	A. None B.	A. No cost B.	Board Members Community/Strat. Planning Team
Step 3: Prioritize options based on the following: 3a. Surveys to 5 parents in each grade, survey a group of students parents, staff and district patrons. 3b. Consider Activities Director recommendations 3c. Identify and consider current and future demand for outdoor facilities.	Bennet Principal, PHS Staff, Activities Director/Coaches and Board Members	November 2018	A. B. Individual to set up survey monkey or similar resource.	A. B.	Parents, students, staff that are selected for survey.
Step 4:	Board	December 2018	A. Information from Architects that was used	A. Architect fees	

Contact an architect to determine feasibility and cost on top three options.			for Bond request on outdoor facility.	B.	
Step 5: Examine financing options. -Special Building Fund Levy -Lease Purchase -Borrowing (TAN's, Bank) -Bond	Board	January 2019	A. NDE, Financing Companies B. Contact Fiscal agents	A. B.	
Step 6: Based on information in previous steps select best option for outdoor athletic facility.	Board	February 2019			
Step 7: Develop tentative timeline for action steps including hiring contractors and securing the needed finances.	Board	March 2019			
Step 8: Begin Project. a. Put project out for bid. b. Hire contractor	Board/Supt	May 2019			

Evidence Of Success *(How will you know that you are making progress? What are your benchmarks?)*

1. An outdoor facility plan will be completed that includes facilities that will be comparable to identified districts.
2. Construction on the outdoor facility begins.
3. Construction is completed on outdoor facilities.

Evaluation Process *(How will you determine that your goal has been reached? What are your measures?)*

All aspects of the outdoor facility plan have been built and are available for use.

Action Plan Template: GOAL ONE-Objective Two

Purpose: To create a “script” for your action planning effort and for support of the implementation phase.

Directions: 1. Use this form as a template to develop a work plan for each identified strategic objective.
2. Keep copies handy to bring to meetings to review and update regularly.

Goal: By 2020 District OR-1 Public Schools will provide the facilities needed to be competitive with other area schools in athletics and fine arts programs.

Strategic Objective 1.2: Coordinate with (Palmyra and Bennet Village Boards and community organizations) for joint uses of the spaces for community as well as school programs.

Action Steps <i>What Will Be Done?</i>	Responsibilities <i>Who Will Do It?</i>	Timeline <i>By When?</i> <i>(Day/Month)</i>	Resources <i>C. Resources Available</i> <i>D. Resources Needed (financial, human, political & other)</i>	Estimated Cost <i>C. What is the cost to use available resources?</i> <i>D. What is the cost for needed resources?</i>	Communications Plan <i>Who needs to know?</i> <i>How will you inform them?</i> <i>How often?</i>
Step 1: Create a list of organizations that may use joint space.	Activities Director/Superintendent	July 2019	A. B.	A. None B.	Contact identified organizations
Step 2: Identify Board members or committee (Administrators) to meet with each Village Board/identified organization to	Board	July 2019	A. B.	A. None B.	

discuss joint projects. a. Needs of the organization. b. types/kinds of use. c. willingness to contribute financially. d. Discuss revenue sharing.					
Step 3: Summarize finding from the meetings in a report.	Superintendent	September 2019	A. Time of the individual putting report together. B.	A. No Cost B.	Finalized report goes to the Board.
Step 4: Based off of report and school/community needs rank the different options noted in report.	Board	September 2019	A. B.	A. B.	
Step 5:			A. B.	A. B.	

Evidence Of Success (*How will you know that you are making progress? What are your benchmarks?)*

1. Board Committee's have been formed and meetings with both Village Boards have occurred.
2. A report of findings from meetings with Village Boards is completed and reported to the School Board.

Evaluation Process (*How will you determine that your goal has been reached? What are your measures?*)

The Outdoor facility plan is finalized using input from the Board Committee/Village Board meetings.

Action Plan Template: GOAL ONE: Objective Three

Purpose: To create a “script” for your action planning effort and for support of the implementation phase.

Directions:

1. Use this form as a template to develop a work plan for each identified strategic objective.
2. Keep copies handy to bring to meetings to review and update regularly.

Goal: By 2020 District OR-1 Public Schools will provide the facilities needed to be competitive with other area schools in athletics and fine arts programs.

Strategic Objective 1.3: (Form interlocal agency agreements for joint funding, revenue sharing, or both if advisable).

Action Steps <i>What Will Be Done?</i>	Responsibilities <i>Who Will Do It?</i>	Timeline <i>By When?</i> <i>(Day/Month)</i>	Resources <i>E. Resources Available</i> <i>F. Resources Needed (financial, human, political & other)</i>	Estimated Cost <i>E. What is the cost to use available resources?</i> <i>F. What is the cost for needed resources?</i>	Communications Plan <i>Who needs to know?</i> <i>How will you inform them?</i> <i>How often?</i>
Step 1: Committee formed in Objective two should. a. Identify key issues. b. Work with other agencies to establish preliminary	Board Committee and village boards	July 2019	A. Time B.	A. None B.	

ry agreement on key issues.					
Step 2: Work with attorney to draft interlocal agreement or Joint Public Agency (JPA)	Superintendent	September 2019	A. Financial B.	A. B. Attorney fees	
Step 3: Finalize and adopt interlocal agreement/JPA	Board/Villages	December 2019	A. Time/Financial B.	A. B.	
Step 4:			A. B.	A. B.	
Step 5:			A. B.	A. B.	

Evidence Of Success (*How will you know that you are making progress? What are your benchmarks?*)

1. Board Committee and Village Board will meet to discuss details of the outdoor facility agreement.
2. Agreement on outdoor facility details is established and a draft of the interlocal agreement or JPA is created.

Evaluation Process (*How will you determine that your goal has been reached? What are your measures?*)

Outdoor facilities will have a joint use agreement in place through an interlocal agreement or JPA.

Action Plan Template: GOAL THREE-Objective One

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

Strategic Objective 3-1: Expand high skill/high need/high pay curriculum/courses and co and extra curricular opportunities for all students.

Action Steps <i>What Will Be Done?</i>	Responsibilities <i>Who Will Do It?</i>	Timeline <i>By When? (Day/Month)</i>	Resources <i>A. Resources Available</i> <i>B. Resources Needed (financial, human, political & other)</i>	Estimated Cost <i>A. What is the cost to use available resources?</i> <i>B. What is the cost for needed resources?</i>	Communications Plan <i>Who needs to know?</i> <i>How will you inform them?</i> <i>How often?</i>
Step 1: Identify high need, high pay, high skill jobs and requirements (including the Nebraska Career Education model) to ensure College and Career Readiness	Mr. Chaffee, Mr. Johnson	October 1, 2018	A. H3.ne.gov, Nebraska Career Education Model - College & Career Readiness (www.education.ne.gov/nce/career-clusters/) B. Time C. Vocational Conference (Chaffee)	A. Hours of school counselor time. Two days / year. B. Conference room/meal. Time/Conference. Total Estimated Cost \$2000	*Report to Curriculum Committee. *Report flier. *Parent/Teacher table. *Activities table. *Web/Social.
Step 2: Identify existing and potential dual credit courses and online offerings	Mr. Brown, Mr. Chaffee, Mr. Johnson Elementary & High School Curriculum Committee	January 2019	A.OR-1 current course offerings, available dual credit and online courses B. Time	A. Hours of school personnel time. Total Estimated Cost \$1250.	*Report to Curriculum Committee. *Report flier. *Parent/Teacher table. *Activities table. *Web/Social.
Step 3: Align findings with elementary, junior high and high school interests, co-curricular, and extra-curricular	Elementary & High School Curriculum Committees - possibly assigned to a task force	May 2019	A. AdvancEd interviews, exit interviews from senior students B. Human resource time for elementary surveys, human resource time for alignment	A. Hours of human resource time. Total Estimated Cost \$1250. B. Hours of human resource time. Total Estimated Cost \$1250.	*Report to Curriculum Committee. *Report flier. *Parent/Teacher table. *Activities table. *Web/Social. *Building Principals

opportunities and course offerings					
Step 4: Make recommendations for changes or improvements in the curriculum as well as co and extra-curricular opportunities and implement approved recommendations	Elementary & High School Curriculum Committee - possibly assigned to a task force	June 2019	A. Time	A. Curriculum resources and equipment improvements. Total Estimated Cost \$50,000.	Report to Mr. Hanger *Report to Curriculum Committee. *Report flier. *Parent/Teacher table. *Activities table. *Web/Social.
Step 5:			A. B.	A. B.	

Evidence Of Success *(How will you know that you are making progress? What are your benchmarks?)*

Survey results are complete

Courses are aligned to H3 and NCE information

Recommendations are prepared and presented based on results.

Approved recommendations are implemented.

Evaluation Process *(How will you determine that your goal has been reached? What are your measures?)*

The Curriculum Committee will review progress for this strategy in an ongoing manner.

The Administration will review progress for this strategy in an ongoing manner.

NOTE 1: District OR1 will research best practices in working toward district goals from other like-sized or larger schools, NDE, National resources, purchased curriculum guides, or academic studies?

NOTE 2: Once recommendations are determined for strategic objectives analyze the value of each recommendation for prioritization of implementation"

Action Plan Template: GOAL THREE -Objective Two

Goal: By The District OR-1 School District will continuously implement (academic) programs and the curriculum needed to remain competitive with other area schools.

Strategic Objective 3.2: Examine the K-12 information science and technology curriculum and programs to ensure development of technological knowledge and skills.

Action Steps <i>What Will Be Done?</i>	Responsibilities <i>Who Will Do It?</i>	Timeline <i>By When? (Day/Month)</i>	Resources <i>C. Resources Available</i> <i>D. Resources Needed (financial, human, political & other)</i>	Estimated Cost <i>C. What is the cost to use available resources?</i> <i>D. What is the cost for needed resources?</i>	Communications Plan <i>Who needs to know?</i> <i>How will you inform them?</i> <i>How often?</i>
Step 1: Examine current K-12 information science and technology curriculum and programs	Mr. Brown, Mr. Chaffee, Mr. Johnson Curriculum Committee	September 2018	A. Current OR-1 course offerings B. Human Resource time	B. Human Resource \$750.	*Report to Curriculum Committee. *Report flier. *Parent/Teacher table. *Activities table. *Web/Social.
Step 2: Research other district of similar size or larger to explore successful science and technology curriculum and programs	Curriculum Committee	January 2019	A. Other school district websites B. Human Resources - time to research other districts through site visits and other communication. C. Identify model district and travel to district to better assess models..	A. Human Resource \$750 B. Cost of Travel \$300	*Report to Curriculum Committee. *Report flier. *Parent/Teacher table. *Activities table. *Web/Social.
Step 3: Make recommendations	Curriculum Committee	May 2019	A. Additional curriculum materials	A. Curriculum resources and equipment improvements.	Curriculum Committee Report to Mr. Hanger

for changes or improvements in the curriculum and programs as well as co and extra curricular opportunities and implement approved recommendations			B. Human Resources	Total Estimated Cost \$30,000. B. Human Resource \$50,000.	
Step 4:			A. B.	A. B.	
Step 5:			A. B.	A. B.	

Evidence Of Success *(How will you know that you are making progress? What are your benchmarks?)*

Individuals and committee have collaborated and researched possible options
New and innovative choices/courses/programs will become available to students

Evaluation Process *(How will you determine that your goal has been reached? What are your measures?)*

The Curriculum Committee will annually review progress for this strategy.
The Administration will annually review progress for this strategy.

NOTE 1: District OR1 will research best practices in working toward district goals from other like-sized or larger schools, NDE, National resources, purchased curriculum guides, or academic studies?

NOTE 2: Once recommendations are determined for strategic objectives analyze the value of each recommendation for prioritization of implementation"

Action Plan Template: GOAL THREE: Objective Three

Goal: By The District OR-1 School District will continuously implement (academic) programs and the curriculum needed to remain competitive with other area schools.

Strategic Objective 3.3: Ensure 100% of students grades 6-12 can engage in all core courses 24 hours per day and 7 days per week and have an opportunity to complete at least one a-synchronous course for credit. (Access to educational opportunities).

Action Steps <i>What Will Be Done?</i>	Responsibilities <i>Who Will Do It?</i>	Timeline <i>By When?</i> <i>(Day/Month)</i>	Resources <i>E. Resources Available</i> <i>F. Resources Needed (financial, human, political & other)</i>	Estimated Cost <i>E. What is the cost to use available resources?</i> <i>F. What is the cost for needed resources?</i>	Communications Plan <i>Who needs to know?</i> <i>How will you inform them?</i> <i>How often?</i>
Step 1: Examine best practices for utilization of online resources available to students and parents	Mr. Brown, Technology Committee	September 2018	A. Current OR-1 website, web creation software (for stats) B. Staff survey, Human Resources	A. Time \$500.	*Technology Committee *Administration *Report to Curriculum Committee. *Report flier. *Parent/Teacher table. *Activities table. *Web/Social.
Step 2: Examine online connectivity available to students beyond the school buildings and /or outside of the regular school day	Mr. Brown, Technology Committee	December 2018	A. Human Resources B. Student/parent survey, Human Resources	A. Time \$500	*Technology Committee *Administration *Report to Curriculum Committee. *Report flier. *Parent/Teacher table. *Activities table. *Web/Social.
Step 3: Explore best practices in other districts for internet connectivity beyond the school buildings and/or outside of the regular school day	Mr. Brown, Technology Committee	January 2019	A. Networking (online or in person) with other districts B. Human Resources, site visits with other districts B. Research best practices.	A. Human Resource \$750 B. Cost of Travel \$300	*Technology Committee *Administration *Report to Curriculum Committee. *Report flier. *Parent/Teacher table. *Technology Committee

Step 4: Make recommendations for changes or improvements to available resources and implement approved recommendations	Mr. Brown, Technology Committee	April 2019	A. Human Resources	B. Curriculum resources and equipment improvements. Total Estimated Cost \$20,000.	*Technology Committee *Administration *Report to Curriculum Committee. *Report flier. *Parent/Teacher table. *Activities table. *Web/Social.
Step 5: Make recommendations for changes or improvements to internet connectivity and implement approved recommendations	Mr. Brown, Technology Committee	May 2019	A. Human Resources B. Human Resources	C. Curriculum resources and equipment improvements. Total Estimated Cost \$20,000.	Technology Committee Administration

Evidence Of Success *(How will you know that you are making progress? What are your benchmarks?)*

Individuals and committee have collaborated and researched possible options
 New and innovative choices/courses/programs are available to students

Evaluation Process *(How will you determine that your goal has been reached? What are your measures?)*

The Technology Committee will review progress for this strategy in an ongoing manner.
 The Administration will review progress for this strategy in an ongoing manner.

NOTE 1: District OR1 will research best practices in working toward district goals from other like-sized or larger schools, NDE, National resources, purchased curriculum guides, or academic studies?

NOTE 2: Once recommendations are determined for strategic objectives analyze the value of each recommendation for prioritization of implementation.

Action Plan Template: GOAL TWO-Objective One

Purpose: To create a “script” for your action planning effort and for support of the implementation phase.

Directions:

1. Use this form as a template to develop a work plan for each identified strategic objective.
2. Keep copies handy to bring to meetings to review and update regularly.

Goal: By 2019, District OR-1 Public Schools will foster a unified community.

Strategic Objective 2.1: Promote the benefits and successes of the OR-1 school to the district community with an emphasis on the return on investment of the resources needed to support the district.

Action Steps <i>What Will Be Done?</i>	Responsibilities <i>Who Will Do It?</i>	Timeline <i>By When?</i> <i>(Day/Month)</i>	Resources <i>A. Resources Available</i> <i>B. Resources Needed (financial, human, political & other)</i>	Estimated Cost <i>A. What is the cost to use available resources?</i> <i>B. What is the cost for needed resources?</i>	Communications Plan <i>Who needs to know?</i> <i>How will you inform them?</i> <i>How often?</i>
Step 1: Creation of a journalism club that may lead to the creation of a journalism program or addition of journalism curriculum into the English curriculum at the high school e.g. Journalism curriculum added to a regular English class at several grade levels would help teach students about how to recognize legitimate news	School administration setting guidelines for 2019/2020 to create the journalism club.	August 2019	A. Facilities B. Financial support for required equipment and potentially additional staffing requirements	A. TBD B. TBD	School administration and school board setting curriculum and guidelines for 2019/2020 academic year

and news sources.					
Step 2: Assist District OR-1 with creation of a monthly newsletter for the community available through email.	Journalism club at the high school with assistance from 6th graders at the grade school	August 2019	A. Weekly newsletters currently being put out by school officials B. Program at the high school responsible for assembling information.	A. No cost as they are currently being produced B. Postal cost for initial mailing the first two months and encouragement of electronic enrollment	The school officials putting together the information or heading the club. This is an effort to educate the public on successes at the school and notification of upcoming events and activities monthly
Step 3: Utilize current social media platforms to push content weekly about school successes	Journalism club or media manager	August 2019	A. Utilize current social media platforms but promote viewership through monthly newsletters and weekly produced parent newsletters B. Someone to gather and oversee content being shared and accuracy of the events calendar being pushed	A. No cost B. Funds for addition of journalism club	School officials setting up 2019/2020 curriculum
Step 4: Utilize current social media platforms to push weekly events to those following the schools social media outlets.	Journalism Club or media manager	August 2019	A. Utilize current social media platforms but promote viewership through monthly newsletters and weekly produced parent newsletters B. Someone to gather and oversee content being shared and accuracy of the events calendar being pushed	A. Current facilities add no cost B. Funds for addition of journalism club	School officials setting up 2019/2020 curriculum
Step 5: Timely information updates to the districts website and potential change to that platform to	website design class with assistance from journalism club for content	August 2019	A. Utilize school's website as platform to share additional content and events calendar B. Website and Journalism classes to gather and post information	A. Current facilities add no cost B. Funds for addition of journalism club and potential update of website platform	School officials setting up 2019/2020 curriculum

facilitate ease of updating.					
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Evidence Of Success *(How will you know that you are making progress? What are your benchmarks?)* Allocation of resources for establishment of a journalism program for the 2019/2020 school year. Deadlines put in place for content to be gathered and assembled for the newsletter. Weekly push of sports calendars and social media content can be assembled from newsletter content with supporting pictures.

Evaluation Process *(How will you determine that your goal has been reached? What are your measures?)* That starting in the fall of 2019 there is increased utilization of the school’s social media platforms and that the first 2-3 months of the monthly newsletter will be mailed to each district household. Recipients will be encouraged to sign up for digital version of the newsletter via email or can opt into continuing to receive them via postal mail. Those that take no action will not receive newsletters beyond that 2-3 month period. An annual mailing will be sent out at the beginning of each year to give new residents the option of signing up for digital or postal copies.

Action Plan Template: GOAL TWO-Objective Two

- Purpose:** To create a “script” for your action planning effort and for support of the implementation phase.
- Directions:**
1. Use this form as a template to develop a work plan for each identified strategic objective.
 2. Keep copies handy to bring to meetings to review and update regularly.

Goal: By 2019, District OR-1 Public Schools will foster a unified community.

Strategic Objective 2.2: Promote and advance collaboration and effective communication between the school district and the various stakeholder groups within the district (for example, community members and groups, alumni, and village and county government) to support students/staff, coordinate activities and build relationships.

Action Steps <i>What Will Be Done?</i>	Responsibilities <i>Who Will Do It?</i>	Timeline <i>By When? (Day/Month)</i>	Resources <i>C. Resources Available D. Resources Needed (financial, human, political & other)</i>	Estimated Cost <i>C. What is the cost to use available resources? D. What is the cost for needed resources?</i>	Communications Plan <i>Who needs to know? How will you inform them? How often?</i>
Step 1: Continue the quarterly newsletter to patrons in the	School officials will provide content for this newsletter with assistance from	July 2018	A. Schools officials B. Journalism club	A. Allocation of time from school officials for content and updates B. TBD	This will give the taxpaying base of the district more timely updates on financial and facility updates to make them better informed about

community about financial position of district and any significant facility upgrades or changes in the last quarter. Also include invitation to the next community meeting	journalism club on layout and distribution				changes within the district. This communication will more focused on those concerned with how funds are being spent
Step 2: Have school administration host scheduled community interaction meetings giving community members the opportunity to have questions answered	School administration	Spring 2019	A. The superintendent and potentially the school principals B. Any information, whether financial, physical plant, or activities from the entire school district.	A. No cost, other than possible mileage B.	Administration to host and site preparation. Rotate meetings between the two communities.
Step 3: Schedule school administration to local government bodies and community organizations	School Administration	Fall 2018	A. School Administration B. none	A. limited B. limited	School administration meeting with the Palmyra and Bennet boards annually to discuss projects in the coming 12 months in their communities. Administration should be available to other community organizations on an annual basis for similar meetings as needed. This could also open up student volunteer opportunities at community events hosted by the assorted community organizations.
Step 4:			A.	A.	

			B.	B.	
Step 5:			A. B.	A. B.	

Evidence Of Success (*How will you know that you are making progress? What are your benchmarks?*) Any feedback from anyone within the District. If the school is contacted by those attending the village or committee meetings with comments or questions. Have a open dialogue between the schools and the communities in which is serves and vice versa.

Evaluation Process (*How will you determine that your goal has been reached? What are your measures?*) Investigating/asking those that serve on the village board and are part of any organization/committee in the communities. The public school are here to serve the entire District and the communities and those that live in the District, the entire District should also work to help and serve the public schools

Action Plan Template: GOAL TWO: Objective Three

Purpose: To create a “script” for your action planning effort and for support of the implementation phase.

Directions:

1. Use this form as a template to develop a work plan for each identified strategic objective.
2. Keep copies handy to bring to meetings to review and update regularly.

Goal: By 2019, District OR-1 Public Schools will foster a unified community.

Strategic Objective 2.3: Promote increased attendance of events across the district and a more inclusive environment for families with students of all ages at those events. Coordinate efforts of both booster clubs and alumni association for joint events and promotion of all school activities.

Action Steps <i>What Will Be Done?</i>	Responsibilities <i>Who Will Do It?</i>	Timeline <i>By When? (Day/Month)</i>	Resources <i>E. Resources Available F. Resources Needed (financial, human, political & other)</i>	Estimated Cost <i>E. What is the cost to use available resources? F. What is the cost for needed resources?</i>	Communications Plan <i>Who needs to know? How will you inform them? How often?</i>
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Step 1: Creation of a District-wide online live-video streaming of all home activities (all schools) (athletics, fine arts, etc)	School administration and technology officer	Fall 2019	A. TBD B. Financial support for a online server, if one isn't already available, i.e. Striv.tv and additional streaming equipment	A. A lot of the equipment needed is already available to the school district. B. TBD	Everyone within the school district will be able to access this resource if they have access to electronic media/internet. Following the schedule that the school creates at the beginning of the year. Whenever there is a home event/activity.
Step 2: Review current policy for consistent inclusive naming convention. Consider the possibility of including both community names in all communications. e.g. we are not Palmyra or Bennet, but Bennet-Palmyra or Palmyra-Bennet It should never be called only one. All	The School Board and administration.	Fall 2019	A. Both schools need to make a more conscious effort to identify themselves as part of the whole district and not just one community or the other. B. Some rebranding will need to take place and uniforms will need to be updated with current logos and names as they are replaced as needed	A. limited cost B. TBD	This should be a district and community wide effort to identify as a unified district. These two communities will have limited success unifying if each school continues to self identify as one or the other. The school needs to lead by example if they want the citizens to follow.

single community logos and listings should be phased out Step 2a. Research potential marketing/branding opportunities and review effective solutions.					
Step 3: Work with Alumni associations or coordinators to encourage alumni enrollment in the electronic monthly newsletter about what is going on at the school.	Whoever helps to organize annual alumni events and communications to these groups. The district's website can include enrollment into the electronic newsletter.	Spring 2020 in preparation of that years alumni events	A. Current alumni coordination efforts as we are only pushing enrollment in the electronic newsletter B. none	A. none B. none	Alumni associations and coordinators to include enrollment information in all correspondence that is sent out the alumni groups
Step 4: Promote attendance and inclusion of the grade school families in the annual Booster Bash that is held in the fall at the high school.	Booster Clubs for the high school and grade school	Fall 2018	A. Current Booster Clubs B. none	A. limited B. limited	Promote inclusion of a wider range of the student body and families in the annual Booster Bash that is hosted at the High School. Currently is almost exclusively the families with Jr High or HS age kids.
Step 5: Discount annual activity family event	Booster Clubs for both high school and grade school	Fall 2018	A. Booster Clubs and the current annual pass program	A. limited B. limited	This should be an annual campaign every fall to drive up attendance at sporting and

passes and promote the sale of these passes to the grade school families as well. This should help drive up attendance at sporting and fine art events of those families that don't have HS age students in school.	as well as high schools students. They sell team spirit wear, why can't they help sell annual event passes.		B. Student involvement		fine art events for families across both communities. The campaign could include an email blast from the district, information in the newsletters, and notification through social media accounts of the school and booster clubs. With increased capacity at the new gym, we should have room for additional fans.
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Evidence Of Success *(How will you know that you are making progress? What are your benchmarks?)*We become known as a unified school district. We see an increase in viewership of monthly newsletters distributed to alumni of the district. Additional collaboration and communication with the various community government and association groups such as PALS and Bennet Builders.

Evaluation Process *(How will you determine that your goal has been reached? What are your measures?)* Within 5 years the unified naming convention has been fully implemented including all uniforms, publications, and name plates.