

Board of Education Regular Meeting
Monday, December 21, 2020 6:00 PM
Ashland-Greenwood Middle/High School
Conference, 1842 Furnas Street, Ashland, NE
68003
1842 Furnas Street
Ashland, NE 68003

1. Call to Order. Roll Call.
2. Acknowledge of Open Meetings Law posting.
3. Pledge of Allegiance.
4. Recognition of public participation
5. Visitors and Communication from the public.
6. Approval of changes in the mailed agenda and/or changes in the agenda order.
7. Approval of Consent Agenda Items.
 1. Approval of Minutes of previous meetings
 2. Acceptance of Financial Reports
 3. Action on Claims
 4. Approval of Contracts
 5. Motion to excuse /approve the absence of board member(s)
8. New Business
 1. District-wide personnel discussion and update.
 2. Discuss, consider, and take all necessary action to extend FFCRA leave through May 27th, 2021.
 3. Review, consider, discuss, and take all necessary action to (1) adopt a resolution selecting the construction management at risk contract delivery system, (2) designate members of the Construction Manager at Risk Selection Committee, (3) refer all construction manager at risk proposals to the Construction Manager at Risk Selection Committee, (4) authorize the superintendent to create and publish a Notice of Request

for Proposals and to create the Request for Proposals and Proposal Instructions, and (5) taking any other action deemed necessary regarding the selection of the construction management at risk contract delivery system or required by the Political Subdivisions Construction Alternatives Act. (Attached)

4. Review, consider, discuss, and take all necessary action to re-affirm Policy 3042 on Construction Management at Risk Contracts. (Attached)
5. Discussion and action to approve the PK-2 building design as presented by DLR Architectural Firm.
6. School Bond Issue update as provided by Paul Greiger and D.A. Davidson.
7. Board to consider a Resolution authorizing the issuance, sale and delivery of General Obligation School Bonds in an aggregate principal amount not to exceed \$59,900,000, and related matters.
8. Certified staff resignations.
9. Closed Session for Personnel and the evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law
10. Motion to Reconvene from Closed Session.
11. Informational Items
12. Call for Next Meeting
 1. The next meeting is set for Monday, January 18th at 6:00 p.m. This meeting will include an annual meeting. All meetings are held in Ashland-Greenwood Middle/High School, Media Center at 1842 Furnas Street, Ashland, NE 68003. Notice of the meetings are posted in advance in the District Office, 1842 Furnas St., Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Bank of Ashland, 2433 Silver St., Ashland, NE. All meetings are open to the public. An agenda for the meeting shall be kept continuously current in the Office of the District Office at 1842 Furnas St., Ashland, NE 68003.
13. Adjournment.
 1. Board of Education Information:

BOARD OF EDUCATION MEETING INFORMATION:

The Ashland-Greenwood Public Schools Board of Education is empowered to act on any item listed on the agenda at any time during the meeting, irrespective of the time or order listed. Pages listed, or further detail, are available upon request. The Open Meetings Act requires and the intention of the Board is that agenda items be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Ashland-Greenwood Board of Education releases its agenda well in advance of most meetings and desires that all interested persons are fully informed. Any interested person who has a question or needs clarification about the sufficiency of a descriptive item should contact the Office of the Superintendent of Schools.

COPY OF OPEN MEETINGS ACT: *The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the North wall of the meeting room west of the main entrance.*

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

General Rules: Please remember that this is a meeting of the Board of Education held in public for conducting the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

REQUEST FOR CLOSED SESSIONS:

The Ashland-Greenwood Public Schools is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: a) strategy sessions with respect to collective bargaining, real estate matters, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; b) discussion regarding deployment of security personnel or devices; c) investigative proceedings regarding allegations of criminal misconduct; (d) evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; and e) legal advice.

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Nov-2020

| | | | | Beginning Balance | | | \$ 71,703.13 |
|------------------------|----------------|----------------------------|-----------------------------------|--------------------------|---------------------|----------------|--------------------|
| Date | Check # | Payee | Description | Receipt | Disbursed | Balance | |
| ATHLETICS | | | | | | | \$ 9,894.39 |
| 11/2/2020 | | Gate | FB 1st Rd Playoffs | \$ 3,701.00 | | | |
| 11/2/2020 | | Gate | VB District Final | \$ 1,095.00 | | | |
| 11/6/2020 | 015077 | Brian Bock | FB Playoff officials - Adams Cent | | \$ 76.00 | | |
| 11/6/2020 | 015078 | Alexander Boeka | FB Playoff officials - Adams Cent | | \$ 76.00 | | |
| 11/6/2020 | 015079 | Deena Curtis | Trainer VB subs | | \$ 210.00 | | |
| 11/6/2020 | 015080 | Nebraska Sports | Basketball Supplies | | \$ 57.32 | | |
| 11/6/2020 | 015081 | Zachary Lutz | FB Playoff officials - Adams Cent | | \$ 76.00 | | |
| 11/6/2020 | 015082 | Sean Monahan | FB Playoff officials - Adams Cent | | \$ 76.00 | | |
| 11/6/2020 | 015084 | NSAA | VB sub reimbursement | | \$ 1,145.37 | | |
| 11/6/2020 | 015085 | Zachary Osborn | FB Playoff officials - Adams Cent | | \$ 76.00 | | |
| 11/6/2020 | 015086 | Plattsmouth High Schools | FB Playoff officials - Adams Cent | | \$ 128.62 | | |
| 11/6/2020 | 015087 | Platteview High School | VB sub reimbursement | | \$ 109.92 | | |
| 11/6/2020 | 015089 | Waverly Public Schools | VB sub reimbursemennt | | \$ 206.24 | | |
| 11/09/20 | | Gate | FB 2nd Rd Playoffs | \$ 4,241.25 | | | |
| 11/09/20 | | Various | Student Fee to Ath | \$ 620.00 | | | |
| 11/10/20 | | Gate | Ft Calhoun MSBB | \$ 202.00 | | | |
| 11/12/20 | 015090 | Beatrice Public Schools | VB Final reimbursement | | \$ 215.73 | | |
| 11/12/20 | 015091 | Maxwell Bendlrer | SB softball grounds | | \$ 156.00 | | |
| 11/12/20 | 015092 | Mackenzie Bogatz | VB worker | | \$ 180.00 | | |
| 11/12/20 | 015093 | Luke David Clark | FB worker | | \$ 165.00 | | |
| 11/12/20 | 015094 | Olivia Craig | VB worker | | \$ 156.00 | | |
| 11/12/20 | 015095 | Lauren Gerdes | VB worker | | \$ 24.00 | | |
| 11/12/20 | 015096 | Scott Geredes | VB Official | | \$ 100.00 | | |
| 11/12/20 | 015097 | Paul Keeney | MSBB official | | \$ 150.00 | | |
| 11/12/20 | 015098 | Isaac Kreikemeier | MSBB official | | \$ 150.00 | | |
| 11/12/20 | 015099 | Logan View Public Schls | FB playoff reimbursement | | \$ 744.04 | | |
| 11/12/20 | 015100 | NSAA | FB playoff reimbursement | | \$ 2,087.06 | | |
| 11/12/20 | 015101 | Debbie Pike | VB worker | | \$ 240.00 | | |
| 11/12/20 | 015102 | Ethan Scheer | FB worker | | \$ 273.00 | | |
| 11/12/20 | 015103 | Jeremy Strahan | VB worker | | \$ 67.50 | | |
| 11/12/20 | 015104 | Cindy Vest | VB worker | | \$ 285.00 | | |
| 11/12/20 | 015105 | Karen Wiese | VB worker | | \$ 247.50 | | |
| 11/13/20 | | Gate | MSBB - Wahoo | \$ 187.00 | | | |
| 11/23/20 | 015107 | Adams Central Public Schls | Football playoff reimb | | \$ 849.00 | | |
| 11/23/20 | 015108 | Arthur Daniels | MSBB official Platteview | | \$ 150.00 | | |
| 11/23/20 | 015109 | Brenden Gerlach | MSBB official Wahoo and Platte | | \$ 300.00 | | |
| 11/23/20 | 015110 | Jordyn Keeney | MSBB official Wahoo | | \$ 150.00 | | |
| 11/23/20 | 015111 | Nebraska Sports | Athletic Supplies | | \$ 52.80 | | |
| 11/23/20 | 015113 | NSAA | Football playoff reimb NSAA | | \$ 1,789.50 | | |
| 11/24/20 | 015115 | Tobin Reinwald | MSBB Official Auburn | | \$ 300.00 | | |
| 11/30/20 | 015116 | VISA | Face mask, State XC/VB admit | | \$ 187.09 | | |
| TOTALS | | | | \$10,046.25 | \$ 11,256.69 | \$ | 8,683.95 |
| ALUMNI Projects | | | | | | | \$ 2,869.99 |
| TOTALS | | | | \$ - | \$ - | \$ | 2,869.99 |

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Nov-2020

| | | | | | | | | |
|----------------------------------|--------|----------------------------|-------------------------------|----|-------------|----|-----------|-------------|
| BAND | | | | | | | \$ | 1,040.01 |
| 11/12/20 | | Ft Calhoun | Oxbow Marching Band | \$ | 100.00 | | | |
| 11/23/20 | | Various | Method Books | \$ | 117.00 | | | |
| 11/27/20 | | Lincoln Christian | Oxbow Marching Band | \$ | 100.00 | | | |
| | | TOTALS | | | \$317.00 | \$ | - | \$ 1,357.01 |
| BLUE TEAM | | | | | | | \$ | 842.80 |
| 11/30/20 | 015116 | VISA | Raise bar rally | | | \$ | 400.00 | |
| | | TOTALS | | | \$ | - | \$ 400.00 | \$ 442.80 |
| BLUE OLYMPICS (10-1-2020) | | | | | | | \$ | 150.00 |
| | | TOTALS | | | \$ | - | \$ - | \$ 150.00 |
| DRAMA | | | | | | | \$ | 1,949.28 |
| 11/09/20 | | Booster Club | Concession help | \$ | 476.00 | | | |
| | | TOTALS | | | \$476.00 | \$ | - | \$ 2,425.28 |
| ELM BOOK FAIR | | | | | | | \$ | 812.64 |
| 11/13/2020 | 015106 | Bank of Ashland | Change | | | \$ | 225.00 | |
| 11/16/20 | | Various | Elem Book Fair | \$ | 371.58 | | | |
| 11/17/20 | | Various | Elem Book Fair | \$ | 1,161.95 | | | |
| 11/18/20 | | Various | Elem Book Fair | \$ | 698.99 | | | |
| 11/19/20 | | Various | Elem Book Fair | \$ | 920.92 | | | |
| 11/19/20 | | Various | Elem Book Fair | \$ | 1,169.90 | | | |
| | | TOTALS | | | \$ 4,323.34 | \$ | 225.00 | \$ 4,910.98 |
| ELM STAFF | | | | | | | \$ | 1,333.56 |
| | | TOTALS | | | \$0.00 | \$ | - | \$ 1,333.56 |
| ELM STUDENT COUNCIL | | | | | | | \$ | 6,125.72 |
| 11/23/20 | 015112 | LIFETOUCH | Memory books | | | \$ | 1,144.22 | |
| 11/30/20 | | King Sol. - CocaCola Gives | Donation | \$ | 26.50 | | | |
| | | TOTALS | | | \$26.50 | \$ | 1,144.22 | \$ 5,008.00 |
| FBLA | | | | | | | \$ | 3,521.32 |
| 11/6/20 | 015083 | NO FRILLS | FBLA Hot Chocolate Sales Supp | | | \$ | 104.67 | |
| 11/19/20 | | Various | Jeans for Babies | \$ | 132.00 | | | |
| 11/27/20 | | Rech Chiropractic | Donation | \$ | 30.00 | | | |
| 11/30/20 | 015116 | VISA | Supplies | | | \$ | 146.61 | |
| | | TOTALS | | | \$ 162.00 | \$ | 251.28 | \$ 3,432.04 |

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Nov-2020

| | | | | | | | |
|-----------------------------------|--------|--|---------------------|----------|----------|----------|-----------------------|
| FFA | | | | | | | \$ 20,301.47 |
| 11/03/20 | | Stein | FFA Membership | \$ | 20.00 | | |
| 11/05/20 | | Spectacle Angus | Sponsorship | \$ | 100.00 | | |
| 11/6/20 | 015076 | Abante LLC | FFA officer jackets | | | \$ | 1,761.00 |
| 11/16/20 | | NE FFA Foundation | Donation | \$ | 89.00 | | |
| 11/24/20 | | Bob Laughlin | Donation | \$ | 50.00 | | |
| 11/27/20 | | Wyhe's Choice | Fundraising | \$ | 2,562.00 | | |
| 11/30/20 | 015116 | VISA | Fruit Sale rewards | | | \$ | 300.00 |
| | | TOTALS | | \$ | 2,821.00 | \$ | 2,061.00 \$ 21,061.47 |
| HONOR SOCIETY | | | | | | | \$ 743.56 |
| | | TOTALS | | \$0.00 | \$ | - | \$ 743.56 |
| HS STUDENT COUNCIL | | | | | | | \$ 1,314.68 |
| | | TOTALS | | \$0.00 | \$ | - | \$ 1,314.68 |
| MS/HS STAFF | | | | | | | \$ 1,719.84 |
| 11/23/20 | | AG Hot Lunch | Vending Proceeds | \$ | 32.74 | | |
| | | TOTALS | | \$32.74 | \$ | - | \$ 1,752.58 |
| MS STUDENT COUNCIL | | | | | | | \$ 2,417.67 |
| | | TOTALS | | \$0.00 | \$ | - | 2,417.67 |
| PROM ACCOUNT | | | | | | | \$ 4,102.78 |
| | | TOTALS | | \$0.00 | \$ | - | \$ 4,102.78 |
| SCHOOL STORE | | | | | | | \$ 186.10 |
| | | TOTALS | | \$ | - | \$ | - \$ 186.10 |
| SENIORS | | | | | | | \$ - |
| | | TOTALS | | \$ | - | \$ | - \$ - |
| SKILLS USA (formerly SHOP) | | | | | | | \$ 1,644.76 |
| | | TOTALS | | \$0.00 | \$0.00 | \$ | 1,644.76 |
| SPANISH CLUB | | | | | | | \$ 244.11 |
| | | TOTALS | | \$ | - | \$ | - \$ 244.11 |
| SPIRIT SQUAD | | | | | | | \$ 1,993.40 |
| 11/6/20 | 015088 | Varsity Spirit Fashions & Supplies, Varsity Spiritwear | | | | \$ | 4,082.50 |
| | | TOTALS | | \$0.00 | \$ | 4,082.50 | \$ (2,089.10) |
| SPEECH | | | | | | | \$ 328.24 |
| | | TOTALS | | \$ | - | \$ | - \$ 328.24 |
| TALENTED/GIFTED ACTIVITES | | | | | | | \$ 133.23 |
| | | TOTALS | | \$ | - | \$ | - \$ 133.23 |
| VOCAL MUSIC | | | | | | | \$ 2,974.79 |
| 11/23/20 | | Various | Choir Shirts | \$ | 141.00 | | |
| | | TOTALS | | \$141.00 | \$ | - | \$ 3,115.79 |

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Nov-2020

| YEARBOOK/ANNUAL Middle School | | | | | | | | | |
|--|----------------------------|-------------------|----|---------------------|---------------------|---------------|------------------|-----------------|----------|
| 11/02/20 | Student | MS Yearbook Sales | \$ | 15.00 | | | | \$ | - |
| 11/05/20 | Vogt | MS Yearbook Sales | \$ | 16.05 | | | | | |
| 11/09/20 | Whitehead | MS Yearbook Sales | \$ | 16.00 | | | | | |
| 11/18/20 | Various | MS T-shirts | \$ | 309.00 | | | | | |
| 11/19/20 | Various | MS T-shirts | \$ | 144.00 | | | | | |
| 11/20/20 | Various | MS T-shirts | \$ | 147.00 | | | | | |
| 11/20/20 | Johnson | MS Yearbook Sales | \$ | 15.00 | | | | | |
| 11/20/20 | Various | MS T-shirts | \$ | 81.00 | | | | | |
| 11/23/20 | Smith | MS T-shirts | \$ | 12.00 | | | | | |
| 11/24/20 | 015114 Jacqueline Fudge | Be kind T-shirts` | | | \$ | 401.00 | | | |
| TOTALS | | | | \$755.05 | \$ | 401.00 | \$ | 354.05 | |
| YEARBOOK/ANNUAL High School | | | | | | | | | |
| 11/02/20 | Your Cause | Donation | \$ | 60.00 | | | | \$ | 760.00 |
| 11/06/20 | VonRenzell | Yearbook | \$ | 25.00 | | | | | |
| 11/06/20 | Various | Yearbook | \$ | 1,055.00 | | | | | |
| 11/09/20 | Various | Sponsorship | \$ | 400.00 | | | | | |
| 11/13/20 | NAPA | Yearbook Ads | \$ | 50.00 | | | | | |
| 11/17/20 | Ashland-Greenwood | HS Yearbook | \$ | 100.00 | | | | | |
| 11/19/20 | Various | Yearbook Ads | \$ | 200.00 | | | | | |
| 11/19/20 | Oxbow | Yearbook Ads | \$ | 100.00 | | | | | |
| 11/20/20 | Meylor Chiro | Yearbook Add | \$ | 50.00 | | | | | |
| 11/23/20 | Various | Yearbook Ads | \$ | 100.00 | | | | | |
| 11/30/20 | Farmer's and Merchants Bar | Donation | \$ | 100.00 | | | | | |
| TOTALS | | | | \$2,240.00 | | \$0.00 | \$ | 3,000.00 | |
| INTEREST | | | | | | | | | |
| 11/30/2020 | Bank of Ashland | Interest | \$ | 6.89 | | | | \$ | 4,298.79 |
| TOTALS | | | | \$ 6.89 | \$ | - | \$ | 4,305.68 | |
| ACTIVITY FUND TOTALS ALL ACCOUNTS | | | | \$ 21,347.77 | \$ 19,821.69 | \$ | 73,229.21 | | |

| | | |
|----------------------------|----|-----------|
| Ending Balance | \$ | 73,229.21 |
| Plus: Outstanding Checks | \$ | 8,704.18 |
| Less: Outstanding Receipts | | |

| | | |
|-----------------------------|-----------|------------------|
| Equals: Bank Balance | \$ | 81,933.39 |
|-----------------------------|-----------|------------------|

GENERAL FUND

| | | | | |
|-----------------------|-----------------------------------|----|---------------------|------------------------|
| Beginning Balance | | | \$ | 4,600,994.25 |
| <u>RECEIPTS</u> | | | | |
| 11/2/20 | PS Tuition | \$ | 75.00 | |
| 11/2/20 | Cass Co Property Taxes | \$ | 9,022.81 | |
| 11/3/20 | PS Tuition | \$ | 275.00 | |
| 11/5/20 | PS Tuition | \$ | 75.00 | |
| 11/5/20 | PS Tuition | \$ | 75.00 | |
| 11/6/20 | Saunders Co Fines | \$ | 2,079.59 | |
| 11/6/20 | Saunders Co Interest | \$ | 369.82 | |
| 11/6/20 | Saunders Co MV | \$ | 47,475.30 | |
| 11/6/20 | Saunders Co Property Tax | \$ | 10,029.03 | |
| 11/9/20 | PS Tuition | \$ | 150.00 | |
| 11/13/20 | HAL | \$ | 9.00 | |
| 11/11/20 | PS Tuition | \$ | 125.00 | |
| 11/12/20 | Cass County Fines | \$ | 827.45 | |
| 11/12/20 | Cass County Interest | \$ | 868.01 | |
| 11/12/20 | Cass County MV | \$ | 14,071.46 | |
| 11/12/20 | Cass County Property Taxes | \$ | 12,622.33 | |
| 11/13/20 | Sarpy County Property Taxes | \$ | 74.98 | |
| 11/16/20 | Sale of Property | \$ | 200.00 | |
| 11/17/20 | PS Tuition | \$ | 75.00 | |
| 11/20/20 | MAC MM20 | \$ | 6,416.30 | |
| 11/20/20 | MAC MM20 | \$ | 5.71 | |
| 11/19/20 | Saunders Co Property Tax | \$ | 19,523.17 | |
| 11/19/20 | Saunders Co Interest | \$ | 765.46 | |
| 11/23/20 | MAC MM20 | \$ | 2,177.53 | |
| 11/30/20 | State Aid | \$ | 112,390.00 | |
| 11/30/20 | NLAF CD Accrued Interest | \$ | 14,293.54 | |
| 11/30/20 | F & M Interest | \$ | 354.38 | |
| 11/30/20 | NLAF Interest | \$ | 21.55 | |
| | | | \$ | 254,447.42 |
| | | | \$ | 4,855,441.67 |
| <u>DISBURSEMENTS</u> | | | | |
| | November Claims | \$ | 931,561.76 | |
| | Refunds/Rebates/Sub Reimbursement | \$ | (8,092.36) | |
| | Total | | \$ | 923,469.40 |
| | ENDING BALANCE | | \$ | <u>3,931,972.27</u> |
| <u>RECONCILIATION</u> | | | | |
| | NLAF Liquid Balance | \$ | 865,239.25 | |
| | Plus F& M Bank Balance | \$ | 1,625,816.18 | |
| | Plus General Fund Investments | \$ | 1,473,153.99 | |
| | Less: Outstanding Claims | \$ | <u>32,237.15</u> | |
| | Reconciled Balance | \$ | <u>3,931,972.27</u> | \$ <u>3,931,972.27</u> |

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

November 2020

ADMINISTRATIVE OPERATIONS ACCOUNT

Beginning Balance \$ 3,000.00

RECEIPTS

GF # '040762 \$ 899.30

Total \$ 899.30 \$ 3,899.30

DISBURSEMENTS

11/2/20 Melissa Pinkman, Parent Mileage \$ 899.30

Total \$899.30 \$ 3,000.00

Ending Balance \$ 3,000.00

RECONCILIATION

Bank Balance \$ 3,034.85

Less: Claims Outstanding \$ 34.50

clerical error adjusment \$ (0.35)

Reconciled Balance \$ 3,000.00 \$ 3,000.00

PAYROLL ACCOUNT

Beginning Balance \$ 16,625.47

RECEIPTS

General Fund \$ 648,214.87

Hot Lunch \$ 20,154.38

Employee Prems \$ 1,426.82

FM National Bank: Interest \$ 6.54

Total \$ 669,802.61 \$ 686,428.08

DISBURSEMENTS

Net Payroll \$ 405,066.83

Retirement \$ 113,660.09

State Tax Withholdings \$ 19,968.31

Federal/FICA Taxes \$ 129,674.02

Retiree Life Insurance Mo. Premium \$ 141.00

Retiree Eye Insurance Mo Premium \$ 47.16

Health Ins Premium \$ 1,426.82

Total \$ 669,984.23 \$ 16,443.85

Ending Balance \$ 16,443.85

RECONCILIATION

Bank Balance \$ 16,443.85

Outstanding Checks \$ -

Reconciled Balance \$ 16,443.85 \$ 16,443.85

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT
EMPLOYEE BENEFIT (SECTION 125) ACCOUNT**

November 2020

| | | | | |
|---------------------------|----|------------------|----|---------------------|
| Beginning Balance | | | \$ | 39,066.82 |
| <u>RECEIPTS</u> | | | | |
| Employee Payroll Deposit | \$ | 10,379.99 | | |
| Bank of Ashland: Interest | \$ | 3.29 | | |
| Total | | | \$ | 10,383.28 |
| | | | \$ | 49,450.10 |
| <u>DISBURSEMENTS</u> | | | | |
| Employee Benefits | \$ | 11,418.19 | | |
| Total | | | \$ | 11,418.19 |
| | | | \$ | 38,031.91 |
| Ending Balance | | | \$ | <u>38,031.91</u> |
| <u>RECONCILIATION</u> | | | | |
| Bank Balance | \$ | 38,031.91 | | |
| Reconciled Balance | \$ | <u>38,031.91</u> | | <u>\$ 38,031.91</u> |

SPECIAL BUILDING ACCOUNT

| | | | | |
|-----------------------------------|----|---------------------|--------|------------------------|
| Beginning Balance | | | \$ | 3,535,689.38 |
| <u>RECEIPTS</u> | | | | |
| Cass County | \$ | 3,257.54 | | |
| Sarpy County | \$ | 0.29 | | |
| Saunders County | \$ | 4,484.17 | | |
| NLAF Interest | \$ | 16.27 | | |
| F & M Interest | \$ | 614.26 | | |
| NLAF CD Interest | | | | |
| Total | | | \$ | 8,372.53 |
| | | | \$ | 3,544,061.91 |
| <u>DISBURSEMENTS</u> | | | | |
| Total | | | \$0.00 | \$ 3,544,061.91 |
| Ending Balance | | | \$ | <u>3,544,061.91</u> |
| <u>RECONCILIATION</u> | | | | |
| F&M Bank Balance | \$ | 2,138,764.88 | | |
| NLAF #9300590 Balance | \$ | 909,297.03 | | |
| Plus Special Building Investments | \$ | 496,000.00 | | |
| Reconciled Balance | \$ | <u>3,544,061.91</u> | | <u>\$ 3,544,061.91</u> |

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT
QUALIFIED CAPITAL PURPOSE FUND

November 2020

| | | | | |
|--------------------------|----|-----------|----|-----------|
| Beginning Balance | | | \$ | 69,645.01 |
| <u>RECEIPTS</u> | | | | |
| Interest | \$ | 5.72 | | |
| Total | | | \$ | 5.72 |
| | | | \$ | 69,650.73 |
| <u>DISBURSEMENTS</u> | | | | |
| Total | | | \$ | - |
| Ending Balance | | | \$ | 69,650.73 |
| <u>RECONCILIATION</u> | | | | |
| Bank Balance | \$ | 69,650.73 | | |
| Less: Outstanding Claims | \$ | - | | |
| Reconciled Balance | \$ | 69,650.73 | \$ | 69,650.73 |

DEPRECIATION FUND

| | | | | |
|-------------------------------|----|--------------|----|--------------|
| Beginning Balance | | | \$ | 1,338,054.26 |
| <u>RECEIPTS</u> | | | | |
| F&M National Bank, Interest | \$ | 0.52 | | |
| NLAF Interest | \$ | 19.34 | | |
| Total | | | \$ | 19.86 |
| | | | \$ | 1,338,074.12 |
| <u>DISBURSEMENTS</u> | | | | |
| Total | | | \$ | - |
| Ending Balance | | | \$ | 1,338,074.12 |
| <u>RECONCILIATION</u> | | | | |
| F & M Bank Balance | \$ | 12,695.31 | | |
| NLAF Balance | \$ | 1,080,378.81 | | |
| Plus Depreciation Investments | \$ | 245,000.00 | | |
| Less: Outstanding Claims | \$ | - | | |
| | \$ | 1,338,074.12 | | |
| Reconciled Balance | \$ | 1,338,074.12 | \$ | 1,338,074.12 |

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

November 2020

STUDENT FEE FUND

| | | | | |
|---|----|-----------------|----|--------------------|
| Beginning Balance | | | \$ | 10,631.04 |
| <u>RECEIPTS</u> | | | | |
| Cap and Gown Fees | \$ | 120.00 | | |
| Student Fees | | | | |
| College Drop Fee | | | | |
| Interest Bank of Ashland | \$ | 0.86 | | |
| Total | | | \$ | 120.86 |
| | | | \$ | 10,751.90 |
| <u>DISBURSEMENTS</u> | | | | |
| 11/9/20 AG Activity VB Subs 2 games FB Playoffs | \$ | 620.00 | | |
| 11/9/20 Verizon Monthly Fee/Equip for Striv | \$ | 185.01 | | |
| 11/20/20 Jostens, Dipolma Supplies | \$ | 695.72 | | |
| Total | | | \$ | 1,500.73 |
| Ending Balance | | | \$ | <u>9,251.17</u> |
| <u>RECONCILIATION</u> | | | | |
| Bank Balance | \$ | 9,251.17 | | |
| Claims Outstanding | | | | |
| Misdirected Deposit | | | | |
| Reconciled Balance | \$ | <u>9,251.17</u> | | \$ <u>9,251.17</u> |

HOT LUNCH ACCOUNT

| | | | | |
|---|----|-------------------|----|---------------------|
| | | Beginning Balance | \$ | 26,014.09 |
| <u>RECEIPTS</u> | | | | |
| Student and Staff Deposits | \$ | 2,348.50 | | |
| Online Student Deposits | \$ | 5,242.10 | | |
| Federal Reimbursement | \$ | 65,233.55 | | |
| State Reimbursement | | | | |
| General Fund Transfer | | | | |
| F&M National Bank: Interest | \$ | 2.39 | | |
| Vending Payment | | | | |
| Total | | | \$ | 72,826.54 |
| | | | \$ | 98,840.63 |
| <u>DISBURSEMENTS</u> | | | | |
| Wages & Benefits | \$ | 21,976.26 | | |
| Food/ Supplies/ Contracted Services | \$ | 41,698.30 | | |
| Rebate/ Food Payment | | -0.91 | | |
| Total | | | \$ | 63,673.65 |
| | | | \$ | 35,166.98 |
| Ending Balance | | | \$ | <u>35,166.98</u> |
| <u>RECONCILIATION</u> | | | | |
| Bank Balance | \$ | 35,662.48 | | |
| Claims Outstanding | \$ | 495.50 | | |
| | \$ | <u>35,166.98</u> | | |
| Receipts Outstanding | | | | |
| Reconciled Balance | \$ | <u>35,166.98</u> | | \$ <u>35,166.98</u> |
| Student and Staff Deposits Held on Account - End of Month | \$ | | | 31,303.00 |

INVESTMENTS

| Date Bought | Security Description | Rate | Investment |
|---------------------------------|-----------------------------------|-------------|-------------------------------|
| General Fund Investments | | | |
| 1/30/2015 | Farmers & Merchants Bank, Ashland | 0.550% | \$ 869,690.39 |
| 10/22/2017 | Bank of Ashland, Ashland | 0.850% | \$ 107,463.60 |
| 11/10/2020 | First Capital Bank | 0.350% | \$ 248,000.00 |
| 11/10/2020 | Third Coast Bank Ssb | 0.350% | \$ 248,000.00 |
| Total Investments | | | <u><u>\$ 1,473,153.99</u></u> |

Depreaction Fund Investments

| | | | |
|--|------------------------------------|--------|-----------------------------|
| 12/18/2019 | First National Bank of McGregor TX | 1.800% | \$ 245,000.00 |
| Special Building Fund Investments | | | |
| 10/13/2020 | Cit Bank, N.A., Pasadena CA | 0.250% | \$ 248,000.00 |
| 10/13/2020 | Cibc, Chicago IL | 0.210% | \$ 248,000.00 |
| | | | <u><u>\$ 496,000.00</u></u> |

LOCAL BANK SECURITIES PLEDGE TO SCHOOL DISTRICT DEPOSITS & FDIC INSURANCE ON DEPOSITS

BANK OF ASHLAND

| | |
|----------------|-----------------------------|
| FDIC INSURANCE | \$ 250,000.00 |
| Total Secured | <u><u>\$ 250,000.00</u></u> |

FARMERS AND MERCHANTS BANK

| | |
|----------------|---------------|
| FDIC INSURANCE | \$ 250,000.00 |
|----------------|---------------|

Pledged Safekeeping Security

| | | |
|--|-------------------------|-------------------------------|
| Various pledged amounts at Agencies, Municipals, SBA, CD's etc, monitored by: Farmers Merchant Bank | Total Face Value | Actual Value |
| | | \$ 3,000,000.00 |
| Total Secured | | <u><u>\$ 3,250,000.00</u></u> |

Ashland-Greenwood Public Schools' General Fund Claims**General Fund Claims****12/21/2020**

| Check No. | Vendor | Amount | Description |
|------------------|---------------------------------------|---------------|------------------------------|
| 041001 | AG Payroll Account | \$ 412,374.91 | December Net Payroll |
| 041002 | BANK OF ASHLAND | \$ 10,379.99 | Payroll Section 125 Deduct |
| 041003 | Blue Cross Blue Shield of NE | \$ 140,194.98 | Payroll Health & Dental Ins |
| 041004 | Madison National Life | \$ 1,506.89 | Payroll LTD Insurance Prem |
| 041005 | Madison National Life | \$ 888.96 | Payroll Employee Life Prem |
| 041006 | AG Payroll Account | \$ 20,481.93 | Payroll State Tax Wthhldg |
| 041007 | AG Payroll Account | \$ 132,075.72 | Payroll Federal Tax Wthhldg |
| 041008 | Retirement | \$ 113,004.93 | Payroll Retirement Wthhldg |
| 041009 | TSA Consulting Group Inc | \$ 2,575.00 | Payroll Annuity Deduction |
| 041010 | Vision Service Plan | \$ 1,135.40 | Payroll Employee Vision Prem |
| 041011 | Ashland-Greenwood Hot Lunch | \$ 327.00 | PS Staff Meals |
| 041012 | Ashland Auto Parts | \$ 63.92 | Transportation Supplies |
| 041013 | Tim McPherson | \$ 147.00 | Student Services |
| 041014 | Boys Town YOUTH ASSISTANCE | \$ 6,106.11 | Student Services |
| 041015 | Keith A Byrkit | \$ 495.00 | Instructional Supplies |
| 041016 | C & L Hardware | \$ 18.39 | Maintenance |
| 041017 | Capital Business Systems, Inc. | \$ 1,320.15 | District Copiers |
| 041018 | Cass County NE | \$ 272.28 | Election Services |
| 041019 | Charter Communications | \$ 96.94 | District Cabel |
| 041020 | City Of Ashland | \$ 1,949.25 | District Sewer and Water |
| 041021 | Dana F Cole & Co., LLP | \$ 5,500.00 | District Audit |
| 041022 | Computer Hardware Inc. | \$ 46.50 | Inst. Tech Supplies |
| 041023 | Cornhusker International Trucks, Inc | \$ 311.77 | Transportation Supplies |
| 041024 | Diversified Drug Testing | \$ 103.00 | Transportation Services |
| 041025 | Egan Supply Co. | \$ 2,751.04 | Custodial:Supplies |
| 041026 | ESU 5 | \$ 14,110.35 | PowerSchool fees |
| 041027 | Family Service Association of Lincoln | \$ 14,297.50 | Therapy Services |
| 041028 | FBG Service Corporation | \$ 10,348.00 | Cleaning Services |
| 041029 | Firespring Inc. | \$ 78.28 | Signs for Elementary |
| 041030 | Goodwin Tucker/Mid Iowa Refrigeration | \$ 736.08 | Maintenance |
| 041031 | GovConnection Inc. | \$ 191.92 | Inst Tech Web Based Software |
| 041032 | Great Plains Appraisal Company | \$ 990.00 | Land appraisal |
| 041033 | Heartland Foundation/School | \$ 6,725.00 | Student Services |
| 041034 | Carey Hofmeister | \$ 745.00 | Nurse sub |
| 041035 | Illuminate Education, Inc | \$ 900.00 | Instructional Supplies |
| 041036 | Johnstone Supply | \$ 703.39 | Maintenance Supplies |
| 041037 | J. W. Pepper & Son, Inc | \$ 243.94 | HS Reg Inst Supplies |
| 041038 | Danielle Kleber | \$ 1,800.00 | Ath trainer 2020 |
| 041039 | KSB School Law, PC LLO | \$ 1,221.00 | Legal services |
| 041040 | Lee Sapp Ford-Mercury* | \$ 52.20 | Transportation Repairs* |
| 041041 | Douglas S Loftus | \$ 125.00 | District Grounds |
| 041042 | Matheson Tri-Gas, Inc/Linweld | \$ 844.00 | Instructional Supplies |
| 041043 | Terri Maxon | \$ 520.00 | nurse sub |
| 041044 | Menard Inc | \$ 610.54 | Roof Sheeting |

Ashland-Greenwood Public Schools' General Fund Claims

General Fund Claims

12/21/2020

| Check No. | Vendor | Amount | Description |
|-----------|------------------------------------|-------------|-------------------------------|
| 041045 | MMC Mechanical Contractors, Inc | \$ 895.50 | Maintenance |
| 041046 | Nebraska Central Equipment Inc | \$ 109.65 | Transportation Supplies |
| 041047 | Nebraska.gov | \$ 12.00 | Transportation Services |
| 041048 | Nebraska Sprinkler/Scott Brauckmul | \$ 320.00 | Splinkler service |
| 041049 | Nebraska Department of Administra | \$ 2,118.03 | Telecommunications |
| 041050 | NO FRILLS/SPARTANNASH | \$ 85.19 | HS SPED - supplies life skill |
| 041051 | O'Keefe Elevator Co. | \$ 322.56 | District Maintenance |
| 041052 | Quill Corp | \$ 285.03 | Elem supplies |
| 041053 | S & S Welding, Inc. | \$ 455.57 | Welding lab supplies |
| 041054 | Schmitt Music Center | \$ 38.30 | Instructional Supplies |
| 041055 | School Specialty Inc | \$ 87.02 | Instructional supplies |
| 041056 | Schmidt Speech Language Pathology | \$ 6,768.20 | Therapy Services |
| 041057 | Southeast Community College | \$ 777.00 | Instructional Supplies |
| 041058 | United Electrical Supply Co Inc. | \$ 590.24 | Maintenance |
| 041059 | USIC Locating Services, LLC | \$ 95.48 | Main: Fee |
| 041060 | US Mechanical Service Inc | \$ 286.25 | Maintenance servicie |
| 041061 | Voyager Fleet Systems, Inc. | \$ 2,332.97 | District Fuel |
| 041062 | Beverly Wiggs | \$ 4,061.50 | Therapy Services |
| 041063 | Charter Communications | \$ 70.03 | District Cable |
| 041064 | Brooke L Cheleen | \$ 852.15 | Therapy Services |
| 041065 | Egan Supply Co. | \$ 349.20 | Custodial Supplies |
| 041066 | FYG Productions | \$ 500.00 | Music Supplies |
| 041067 | Carey Hofmeister | \$ 235.00 | Nurse Sub |
| 041068 | Lincoln Public Schools | \$ 150.00 | Instruction tuition DL |
| 041069 | Omaha Public Schools | \$ 245.00 | Art show entries |
| 041070 | Primex Wireless | \$ 337.00 | Commercial License |
| 041071 | Quill Corp | \$ 54.05 | Office supplies |
| 041072 | Weathercraft Co Of Lincoln | \$ 292.08 | Building maintenance |
| 041073 | Apple Inc | \$ 190.00 | Media Supplies |
| 041074 | AT & T Mobillity | \$ 49.28 | Student Services |
| 041075 | Tim McPherson | \$ 358.00 | Inst Tech Supplies |
| 041076 | GovConnection Inc. | \$ 5,942.28 | Inst Tech Supplies |
| 041077 | Nebraska Council of School Adminis | \$ 90.00 | Admin Conference |
| 041078 | United Electrical Supply Co Inc. | \$ 108.86 | Maintenance |

* DENOTES POSSIBLE CONFLICT

Incompletes

Ashland Disposal

OWH

Ashland Auto

OPPD

Ashland-Greenwood Public Schools' General Fund Claims

General Fund Claims

12/21/2020

| Check No. | Vendor | Amount | Description |
|------------------|------------------------|---------------|----------------------------|
| | Ashland Gazette | | Odeys |
| | Charter/Spectrum | | Payflex |
| | C&L Hardware | | Quill |
| | Delta Electric | | RTI |
| | DLR | | School Specialty |
| | Egan | | Symmetry |
| | ESU #2 | | Screencast |
| | GovConnect | | TSA |
| | HMH | | US Mechanical |
| | KCAV | | USPS |
| | Learning Services | | VISA |
| | Menards | | Windstream |
| | No Frills/Spartan Nash | | Williams Sales and Service |

Authorized by:

Ashland-Greenwood Public Schools
Nov 17, 2020 to Dec 21, 2020
Administrative Operations Account

| Date | Check No | Description | | Amount |
|---------|----------|------------------------------------|----|--------|
| 12/1/20 | 6075 | Melissa Pinkman, Parent Mileage | \$ | 846.40 |
| 12/4/20 | 6076 | replacement check for 6068 \$34.50 | | |
| 12/7/20 | 6077 | N Metzger, Sped Mileage | \$ | 10.35 |
| 12/7/20 | 6078 | B Pfeiffer, Transportation Mileage | \$ | 27.60 |

Authorized by:

Ashland-Greenwood Public Schools
Hot Lunch Claims
12/16/20

| <u>DATE</u> | <u>Check #</u> | <u>VENDOR</u> | <u>Amount</u> | <u>Description</u> |
|-------------|----------------|-----------------------------|---------------|----------------------|
| 12/21/2020 | 011235 | Cash-Wa Distributing Co. | \$ 11,746.35 | District Food |
| 12/21/2020 | 011236 | Hiland Dairy | \$ 3,813.47 | District Milk |
| 12/21/2020 | 011237 | Sysco Lincoln, Inc | \$ 8,771.84 | District Food |
| 12/21/2020 | 011238 | U S FOODSERVICE | \$ 6,849.23 | District Food |
| 12/21/2020 | 011239 | Voyager Fleet Systems, Inc. | \$ 35.44 | Fuel for HL van |
| 12/11/2020 | 011240 | AG Payroll Account | \$ 14,744.88 | December Net Payroll |
| 12/11/2020 | 011241 | Blue Cross and Blue Shield | \$ 1,624.95 | December 20 PR |
| 12/11/2020 | 011242 | Madison National Life | \$ 36.23 | December 20 PR |
| 12/11/2020 | 011243 | Madison National Life | \$ 69.04 | December 20 PR |
| 12/11/2020 | 011244 | Ashland-Greenwood Payroll | \$ 536.77 | December 20 PR |
| 12/11/2020 | 011245 | Ashland-Greenwood Payroll | \$ 4,416.99 | December 20 PR |
| 12/11/2020 | 011246 | Retirement | \$ 3,848.68 | December 20 PR |
| 12/11/2020 | 011247 | Vision Service Plan | \$ 94.38 | December 20 PR |

Authorized by:

Ashland-Greenwood Public Schools

Activities Account

Nov 17, 2020 to Dec 21, 2020

| Date | Check # | Vendor | Description | Disbursed | Activity | |
|------------|---------|--|-------------------------------|-------------|-----------------|--|
| 11/23/20 | 015107 | Adams Central Public School | Football playoff reimb | \$ 849.00 | Athletics | |
| 11/23/20 | 015108 | Arthur Daniels | MSBB official Platteview | \$ 150.00 | Athletics | |
| 11/23/20 | 015109 | Brenden Gerlach | MSBB official Wahoo and Platt | \$ 300.00 | Athletics | |
| 11/23/20 | 015110 | Jordyn Keeney | MSBB official Wahoo | \$ 150.00 | Athletics | |
| 11/23/20 | 015111 | Nebraska Sports | Athletic Supplies | \$ 52.80 | Athletics | |
| 11/23/20 | 015112 | LIFETOUCH | Memory books | \$ 1,144.22 | Elem STUCO | |
| 11/23/20 | 015113 | NSAA | Football playoff reimb NSAA | \$ 1,789.50 | Athletics | |
| 11/24/20 | 015114 | Jacqueline Fudge | Be kind T-shirts | \$ 401.00 | MS Yearbook * | |
| 11/24/20 | 015115 | Tobin Reinwald | MSBB Official Auburn | \$ 300.00 | Athletics | |
| 11/30/20 | 015116 | VISA | Supplies | \$ 146.61 | FBLA | |
| 11/30/20 | 015116 | VISA | Fruit Sale rewards | \$ 300.00 | FFA | |
| 11/30/20 | 015116 | VISA | Raise bar rally | \$ 400.00 | Bluejay backer | |
| 11/30/20 | 015116 | VISA | Supplies | \$ 187.09 | Athletics | |
| 12/4/2020 | 015117 | Amber Wilke | FFA Cups | \$ 407.00 | FFA | |
| 12/4/2020 | 015118 | Jenna Grell | VB Line judge | \$ 42.00 | Athletics | |
| 12/4/2020 | 015119 | Neil Hammond | Varsity GBB Crew | \$ 240.00 | Athletics | |
| 12/4/2020 | 015120 | Nebraska Sports | Wrestling supplies | \$ 261.04 | Athletics | |
| 12/4/2020 | 015121 | NO FRILLS | Supplies | \$ 62.94 | Elem Student Co | |
| 12/4/2020 | 015122 | Brian Reese | Varsity GBB Official | \$ 80.00 | Athletics | |
| 12/4/2020 | 015123 | Chuck Taylor | Varsity GBBB official | \$ 80.00 | Athletics | |
| 12/4/2020 | 015124 | Walsworth Publishing Co | MS Yearbook deposit | \$ 109.91 | MS Yearbook | |
| 12/4/2020 | 015125 | Timothy S Washburn | Varsity GBBB official | \$ 80.00 | Athletics | |
| 12/8/2020 | 015126 | Chris Frank | VGBB official Wahoo | \$ 80.00 | Athletics | |
| 12/8/2020 | 015127 | Brenden Gerlach | JVBB official Arlington | \$ 65.00 | Athletics | |
| 12/8/2020 | 015128 | Chris Janda | VGBB official Wahoo | \$ 80.00 | Athletics | |
| 12/8/2020 | 015129 | Paul Kenney | JVGB official Arlington | \$ 65.00 | Athletics | |
| 12/8/2020 | 015130 | Taylor Kenney | JVGB official Arlington | \$ 65.00 | Athletics | |
| 12/8/2020 | 015131 | Kevin Nesbit | VGBB official Wahoo | \$ 80.00 | Athletics | |
| 12/8/2020 | 015132 | reissue check 014928 \$100 to Blair HS 8/28/20 | | | | |
| 12/10/2020 | 015133 | Brian Whitehead | Breakfast Burrito | \$ 90.00 | HS STUCO | |
| 12/10/2020 | 015133 | Brian Whitehead | Breakfast Burrito | \$ 90.00 | ELM STUCO | |
| 12/10/2020 | 015133 | Brian Whitehead | Breakfast Burrito | \$ 90.00 | MS STUCO | |
| 12/11/2020 | 015134 | Maris Buller | Band Booster | \$ 800.00 | Band | |
| 12/11/2020 | 015135 | Joseph Burke | Non Varsity Chain gang | \$ 195.00 | Athletics | |
| 12/11/2020 | 015136 | Elliott Carraher | JVGB Official | \$ 65.00 | Athletics | |
| 12/11/2020 | 015137 | Crete Public Schools | Crete Invite Wrestling | \$ 135.00 | Athletics | |
| 12/11/2020 | 015138 | Intermountain Wood Prod. | Woods Materials | \$ 561.65 | SKILLS USA | |
| 12/11/2020 | 015139 | Kenneth Mar | VBBB official | \$ 240.00 | Athletics | |
| 12/11/2020 | 015140 | NO FRILLS | food drink supplies | \$ 35.21 | ELM STUCO | |
| 12/11/2020 | 015141 | Paige Peterson | JVGB Official | \$ 65.00 | Athletics | |
| 12/11/2020 | 015142 | Tobin Reinwald | MSBB Official | \$ 150.00 | Athletics | |

Ashland-Greenwood Public Schools

Activities Account

Nov 17, 2020 to Dec 21, 2020

| Date | Check # | Vendor | Description | Disbursed | Activity |
|------------|---------|-------------------------|----------------------|-------------|-----------|
| 12/11/2020 | 015143 | Lucas Roth | MSBB Official | \$ 150.00 | Athletics |
| 12/11/2020 | 015144 | Ken Scheel | JVGB official | \$ 65.00 | Athletics |
| 12/11/2020 | 015145 | Scholastic Book Fairs | Book Fair | \$ 4,097.22 | Book Fair |
| 12/11/2020 | 015146 | Jeremy Strahan | Non Varsity Clock | \$ 75.00 | Athletics |
| 12/11/2020 | 015147 | Jake Vavak | VGGB official | \$ 240.00 | Athletics |
| 12/15/2020 | 015148 | Schmitt Music Center | Music books | \$ 116.68 | Band |
| 12/15/2020 | 015149 | Awards Unlimited, Inc. | AG wrestling awards | \$ 256.28 | Athletics |
| 12/15/2020 | 015150 | Aaron Dueker | Varsity BBB official | \$ 80.00 | Athletics |
| 12/15/2020 | 015151 | Tyler Fitzke | Varsity BBB official | \$ 80.00 | Athletics |
| 12/15/2020 | 015152 | Heath Holtz | JVGB BBcial | \$ 65.00 | Athletics |
| 12/15/2020 | 015153 | Nebraska Sports | embroidery BB charge | \$ 219.23 | Athletics |
| 12/15/2020 | 015154 | Ross A Plybon | JVBB BBcial | \$ 65.00 | Athletics |
| 12/15/2020 | 015155 | Tobin Reinwald | JVBB BBcial | \$ 65.00 | Athletics |
| 12/15/2020 | 015156 | Ken Scheel | JVGB BBcial | \$ 65.00 | Athletics |
| 12/15/2020 | 015157 | Timothy Stuart Washburn | Varsity BBB official | \$ 80.00 | Athletics |

** Denotes Conflict of Interest*

Authorized by:

**Ashland-Greenwood Public Schools' Claims
Special Building
December, 2020**

| Date | Check No. | Vendor/Description | Amount |
|-------------|------------------|--|-----------------|
| 12/7/20 | 1009 | Saunders County Clerk Deposit of Award/Land Acquisition | \$ 1,178,040.00 |

Authorized by:

Ashland-Greenwood Public Schools' Claims
Depreciation Fund
December, 2020

| Date | Check No. | Vendor/Description | Amount |
|----------|-----------|---|--------------|
| 12/18/20 | 1036 | MMC Mechanical Contractors HVAC Retainage | \$ 20,686.32 |

Authorized by:

Ashland-Greenwood Public Schools' Claims
Student Fee
December, 2020

| Date | Check No. | Vendor/Description | Amount |
|----------|-----------|--------------------|-----------|
| 11/20/20 | 1447 | Jostens | \$ 695.72 |
| 12/1/20 | 1448 | CellCo | \$ 38.01 |

Authorized by:

**November 2020 Incomplete
General Fund Disbursements**

| Check | Payable to | Amount | Description |
|--------------|----------------------------------|---------------|-------------------------|
| 040763 | C & L Hardware | \$ 24.35 | Transportation Supplies |
| 040764 | Esu #2 | \$ 670.00 | Student Supplies |
| 040765 | Tom Fiala | \$ 404.53 | Transportation Repairs |
| 040766 | GovConnection Inc. | \$ 783.22 | Inst. Tech Supplies |
| 040767 | Learning Sciences International | \$ 2,500.00 | Title II software |
| 040768 | Matheson Tri-Gas, Inc/Linweld | \$ 466.71 | Insturctional Supplies |
| 040769 | Menard Inc | \$ 649.00 | Insturctional Supplies |
| 040770 | NO FRILLS/SPARTANNASH | \$ 15.98 | Custodial Supplies |
| 040771 | Odeys Field Experts | \$ 825.00 | District Grounds |
| 040772 | Omaha World Herald | \$ 1,950.00 | District Advertising |
| 040773 | PayFlex Systems USA Inc | \$ 278.72 | Employee Benefit |
| 040774 | Quill Corp | \$ 251.62 | Insturctional Supplies |
| 040775 | Riverside Technologies Inc. (R1 | \$ 2,293.00 | Inst Tech Hardware |
| 040776 | Schmitt Music Center | \$ 44.76 | HS Reg Inst Supplies |
| 040777 | TSA Consulting Group Inc | \$ 83.33 | TSA Third Party Admin |
| 040778 | United States Postal Service - P | \$ 750.00 | District Postage |
| 040779 | Windstream | \$ 726.13 | District Communication |
| 040780 | OPPD | \$ 9,889.01 | District Electricity |
| 040781 | VISA | \$ 387.97 | Training, supplies |
| 040782 | Ashland Disposal Service | \$ 800.31 | Waste Disposal |

Authorized BY:

Ashland-Greenwood Public Schools' General Fund Claims**General Fund Claims****12/21/2020**

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|------------------|---------------------------------------|---------------|------------------------------|
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| 041022 | Computer Hardware Inc. | \$ 46.50 | Inst. Tech Supplies |
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| 041024 | Diversified Drug Testing | \$ 103.00 | Transportation Services |
| 041025 | Egan Supply Co. | \$ 2,751.04 | Custodial:Supplies |
| 041026 | ESU 5 | \$ 14,110.35 | PowerSchool fees |
| 041027 | Family Service Association of Lincoln | \$ 14,297.50 | Therapy Services |
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| 041038 | Danielle Kleber | \$ 1,800.00 | Ath trainer 2020 |
| 041039 | KSB School Law, PC LLO | \$ 1,221.00 | Legal services |
| 041040 | Lee Sapp Ford-Mercury* | \$ 52.20 | Transportation Repairs* |
| 041041 | Douglas S Loftus | \$ 125.00 | District Grounds |
| 041042 | Matheson Tri-Gas, Inc/Linweld | \$ 844.00 | Instructional Supplies |
| 041043 | Terri Maxon | \$ 520.00 | nurse sub |
| 041044 | Menard Inc | \$ 610.54 | Roof Sheeting |

Ashland-Greenwood Public Schools' General Fund Claims**General Fund Claims****12/21/2020**

| Check No. | Vendor | Amount | Description |
|------------------|-------------------------------------|---------------|-------------------------------|
| 041045 | MMC Mechanical Contractors, Inc | \$ 895.50 | Maintenance |
| 041046 | Nebraska Central Equipment Inc | \$ 109.65 | Transportation Supplies |
| 041047 | Nebraska.gov | \$ 12.00 | Transportation Services |
| 041048 | Nebraska Sprinkler/Scott Brauckmul | \$ 320.00 | Splinkler service |
| 041049 | Nebraska Department of Administra | \$ 2,118.03 | Telecommunications |
| 041050 | NO FRILLS/SPARTANNASH | \$ 85.19 | HS SPED - supplies life skill |
| 041051 | O'Keefe Elevator Co. | \$ 322.56 | District Maintenance |
| 041052 | Quill Corp | \$ 285.03 | Elem supplies |
| 041053 | S & S Welding, Inc. | \$ 455.57 | Welding lab supplies |
| 041054 | Schmitt Music Center | \$ 38.30 | Instructional Supplies |
| 041055 | School Specialty Inc | \$ 87.02 | Instructional supplies |
| 041056 | Schmidt Speech Language Pathology | \$ 6,768.20 | Therapy Services |
| 041057 | Southeast Community College | \$ 777.00 | Instructional Supplies |
| 041058 | United Electrical Supply Co Inc. | \$ 590.24 | Maintenance |
| 041059 | USIC Locating Services, LLC | \$ 95.48 | Main: Fee |
| 041060 | US Mechanical Service Inc | \$ 286.25 | Maintenance servicie |
| 041061 | Voyager Fleet Systems, Inc. | \$ 2,332.97 | District Fuel |
| 041062 | Beverly Wiggs | \$ 4,061.50 | Therapy Services |
| 041063 | Charter Communications | \$ 70.03 | District Cable |
| 041064 | Brooke L Cheleen | \$ 852.15 | Therapy Services |
| 041065 | Egan Supply Co. | \$ 349.20 | Custodial Supplies |
| 041066 | FYG Productions | \$ 500.00 | Music Supplies |
| 041067 | Carey Hofmeister | \$ 235.00 | Nurse Sub |
| 041068 | Lincoln Public Schools | \$ 150.00 | Instruction tuition DL |
| 041069 | Omaha Public Schools | \$ 245.00 | Art show entries |
| 041070 | Primex Wireless | \$ 337.00 | Commercial License |
| 041071 | Quill Corp | \$ 54.05 | Office supplies |
| 041072 | Weathercraft Co Of Lincoln | \$ 292.08 | Building maintenance |
| 041073 | Apple Inc | \$ 190.00 | Media Supplies |
| 041074 | AT & T Mobility | \$ 49.28 | Student Services |
| 041075 | Tim McPherson | \$ 358.00 | Inst Tech Supplies |
| 041076 | GovConnection Inc. | \$ 5,942.28 | Inst Tech Supplies |
| 041077 | Nebraska Council of School Adminis | \$ 90.00 | Admin Conference |
| 041078 | United Electrical Supply Co Inc. | \$ 108.86 | Maintenance |
| 041079 | Computer Hardware Inc. | \$ 89.00 | Inst. Tech Supplies |
| 041080 | Quadient | \$ 678.00 | District Postage |
| 041081 | NO FRILLS/SPARTANNASH | \$ 42.74 | Life Skills |
| 041082 | PayFlex Systems USA Inc | \$ 268.00 | Employee Benefit |
| 041083 | Raymond Geddes & Company Inc | \$ 43.20 | Elem Guidance supplies |
| 041084 | Stewart and Stewart Tree Service LL | \$ 3,000.00 | Grounds and Maintenance |
| 041085 | TSA Consulting Group Inc | \$ 83.33 | TSA third party Admin |
| 041086 | US Mechanical Service Inc | \$ 382.50 | Maintenance servicie |
| 041087 | Wahoo-Waverly-Ashland Newspape | \$ 60.00 | District Advertising |
| 041088 | Admin Operations Account | \$ 1,627.83 | Parent Mileage Staff Mileage |

Ashland-Greenwood Public Schools' General Fund Claims
 General Fund Claims
 12/21/2020

| Check No. | Vendor | Amount | Description |
|-----------|--------|--------|-------------|
|-----------|--------|--------|-------------|

* DENOTES POSSIBLE CONFLICT

Incompletes

| | |
|-------------------------|----------------------------|
| Admin Operation Account | OWH |
| Ashland Disposal | OPPD |
| Ashland Auto | Terri Maxon |
| Ashland Gazette | Payflex |
| Charter/Spectrum | Quill |
| C&L Hardware | RTI |
| Delta Electric | School Specialty |
| DLR | Symmetry |
| Egan | ScreenCast |
| ESU #2 | TSA |
| GovConnect | US Mechanical |
| HMH | USPS |
| KCAV | VISA |
| Learning Services | Windstream |
| Menards | Williams Sales and Service |
| No Frills/Spartan Nash | Boys Town |
| Heartland | |

Authorized by:

Ashland-Greenwood Public Schools
Nov 17, 2020 to Dec 21, 2020
Administrative Operations Account

| Date | Check No | Description | Amount |
|----------|----------|------------------------------------|-----------|
| 12/1/20 | 6075 | Melissa Pinkman, Parent Mileage | \$ 846.40 |
| 12/4/20 | 6076 | replacement check for 6068 \$34.50 | |
| 12/7/20 | 6077 | N Metzger, Sped Mileage | \$ 10.35 |
| 12/7/20 | 6078 | B Pfeiffer, Transportation Mileage | \$ 27.60 |
| 12/21/20 | 6079 | M Pinkman, Parent Mileage | \$ 740.60 |
| 12/21/20 | 6080 | N Metzger, Sped Mileage | \$ 2.88 |

Authorized by:

**RESOLUTION OF THE BOARD OF EDUCATION TO SELECT THE
CONSTRUCTION MANAGER AT RISK CONTRACT DELIVERY SYSTEM**

WHEREAS, the Board of Education ("Board") for **Saunders County School District No. 78-0001**, commonly known as **Ashland-Greenwood Public Schools** (the "School District") believes it is in the School District's best interest to use the construction manager at risk contract delivery system under the *Nebraska Political Subdivisions Construction Alternatives Act*, NEB. REV. STAT. §§ 13-2901 to 13-2914 (the "Act") to complete the School Facility Improvement Project, including without limitation a new PK-2 building, a new middle school building, a new fine arts auditorium, and related infrastructure construction and improvements (the "Project").

BE IT THEREFORE RESOLVED that the Board previously adopted Policy 3042 on "Construction Management at Risk Contracts."

BE IT THEREFORE RESOLVED that the Board assigns the following percentage of total points for evaluation of proposals:

| Criteria | Weight |
|---|---------------|
| Financial resources of the construction manager to complete the project (maximum of 10%) | 10% |
| Ability of the proposed personnel of the construction manager to perform (maximum of 30%) | 25% |
| Character, integrity, reputation, judgment, experience, and efficiency of the construction manager (maximum of 30%) | 10% |
| Quality of performance on previous projects (maximum of 30%) | 10% |
| Ability of the construction manager to perform within the time specified (maximum of 30%) | 25% |
| Previous and existing compliance of the construction manager with laws relating to the contract (maximum of 10%) | 10% |
| Such other information as may be secured having a bearing on the selection (maximum of 20%) | 10% |
| Total (must equal 100%) | 100% |

BE IT FURTHER RESOLVED that the Board hereby selects the construction manager at risk contract delivery system to complete the Project.

BE IT FURTHER RESOLVED that the Board directs the School District's administration to prepare a request for proposals and publish notice of the same in a newspaper of general circulation within the School District and file it with the Nebraska Department of Education.

BE IT FURTHER RESOLVED that the Board hereby authorizes, empowers, and directs the School District's administration to take all actions necessary to comply with the terms of the Act in proceeding with the construction manager at risk contract delivery system.

BE IT FURTHER RESOLVED that the following individuals are designated as members of the Construction Manager at Risk Selection Committee:

(1) Member(s) of the school board: _____.

(2) Member(s) of the school administration or staff: _____.

(3) The school's architect or engineer: _____.

(4) Individual(s) having special expertise relevant to selection of a construction manager under the Act: _____.

(5) A resident of the school district other than an individual included in subdivisions (1) through (4): _____.

BE IT FURTHER RESOLVED that all proposals received in response to the request for proposals are hereby referred to the Construction Manager at Risk Selection Committee.

Dated: _____, 2020

President of the Board of Education

ATTEST:

Secretary of the Board of Education

3042 Construction Management at Risk Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract.

Definitions. For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;
3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;
4. Request for proposals means the documentation by which a school district solicits proposals; and
5. School district means Ashland-Greend Public Schools.

Procedures.

1. Procedures for the preparation and content of requests for proposals shall include the following:
 - A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education. The request for proposals shall contain, at a

minimum, the following elements:

1. The identity of the school district for which the project will be built and the school district that will execute the contract;
 2. Policies adopted by the school district pursuant to the Act;
 3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 4. Any bonds and insurance required by law or as may be additionally required by the school district;
 5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
 6. The criteria for evaluation of proposals and the relative weight of each criterion; and
 7. A description of any other information which the school district chooses to require.
2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.
 3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:

- A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.
- B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
- (1) The financial resources of the construction manager to complete the project 10%;
 - (2) The ability of the proposed personnel of the construction manager to perform 25%;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager 10%;
 - (4) The quality of performance on previous projects 10%;
 - (5) The ability of the construction manager to perform within the time specified 25%;
 - (6) The previous and existing compliance of the construction manager with laws relating to the contract 10%; and

- (7) Such other information as may be secured having a bearing on the selection 10%.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- C. The school district shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.
4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:
 - A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
 - B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
 - C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
 - D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
 - E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.
 - F. If the school district is able to negotiate a satisfactory

contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.

5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:

A. Definitions.

(1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.

(2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

(1) The name and address of the interested party;

(2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;

- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the school district.

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

Prohibitions. The school district shall not use a construction management at risk contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: 10/21/2019

Revised on: _____

Reviewed on: _____

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION SCHOOL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$59,900,000; PRESCRIBING THE FORM OF THE BONDS; FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF THE TERMS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AND RELATED MATTERS.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF SAUNDERS COUNTY SCHOOL DISTRICT 0001 (ASHLAND-GREENWOOD PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the **“Board”**) of Saunders County School District 0001 (Ashland-Greenwood Public Schools) in the State of Nebraska (the **“District”**) hereby finds and determines as follows:

(a) The District is duly organized as a Class III school district under Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended, maintaining both elementary and high school grades under the direction of a single board of education.

(b) Pursuant to Chapter 10, Article 7, Reissue Revised Statutes of Nebraska, as amended (the **“Act”**), the Board has the authority, upon a majority vote of electors voting at an election held in conjunction with the Statewide General election on November 3, 2020 (the **“Election”**) to (1) issue negotiable bonds of the District for the purpose of providing funds for construction and acquisition of a new elementary education school building and a new middle school with a competition gymnasium and fine arts auditorium, together with related site improvements and modifications to the District’s existing facilities; and providing for the necessary furniture, equipment and apparatus for such facilities (collectively, the **“Project”**), and (2) levy an annual tax on the taxable value of all the taxable property in the District sufficient in rate and amount to pay the principal of and interest on such bonds.

(c) Pursuant to a resolution adopted by the Board, at the Election, there was submitted to the electors of the District a proposition (the **“Proposition”**) for the issuance of bonds in an amount not to exceed \$59,900,000 to provide funds to pay the costs of the Project and related costs and to levy an annual tax sufficient to pay the principal of and interest on such bonds as the same become due.

(d) Notice of the Election was published as provided by law, the Election was conducted as provided by law and the results of the Election were as follows:

| | |
|--|-------|
| Total Ballots Cast | 3,254 |
| Ballots cast in favor of bonds and tax | 1,913 |
| Ballots cast against bonds and tax | 1,341 |

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

(f) The District has not issued any of the bonds authorized at the Election.

(g) It is necessary, desirable, advisable and in the best interest of the District to authorize the issuance, sale and delivery of the bonds authorized at the Election pursuant to the Act, in one or more series, in an aggregate stated principal amount not to exceed \$59,900,000 for the purposes of paying a portion of the costs of the Project, capitalized interest on the bonds, and the costs of issuing such bonds. Such bonds are expected to be issued in multiple series on different dates.

(h) All conditions, acts, and things required by law to exist or to be done precedent to the issuance of such bonds do exist and have been done in due form and time as required by law.

Section 2. (a) For the purpose of paying (1) the costs of the Project, (2) capitalized interest on the bonds described herein, and (2) the costs of issuing bonds as described herein, the issuance, sale and delivery of general obligation school bonds of the District, in one or more series, is hereby authorized and directed in an aggregate stated principal amount not to exceed \$59,900,000 (the “**Bonds**”). The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof, not exceeding the amount maturing in any one year, and shall be numbered from R-1 upward in the order of their issuance.

(b) The Superintendent of the District and President of the Board (each, an “**Authorized Officer**”) is hereby authorized and directed, in the exercise of his independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, for each series of the Bonds, (1) the date of original issue of each series of the Bonds, (2) the aggregate stated principal amount of each series of the Bonds to be issued (which shall in no event exceed the stated principal amount of \$59,900,000 in the aggregate), (3) the principal payment dates for the Bonds and the principal amount of Bonds to mature on each of such dates, (4) the date of final maturity of the Bonds, which shall in no event be later than the thirtieth anniversary after the date of original issue of each series of Bonds, (5) the date or dates upon which each series of the Bonds shall be sold, (6) the rate or rates of interest to be carried by each maturity of each series of the Bonds (which shall in no event result in a true interest cost exceeding 5.00% per annum for a series of the Bonds) and any original issue premium or discount, (7) the method by which such rate or rates of interest shall be calculated and the interest payment dates and record date for the Bonds, (8) whether or not the Bonds shall be subject to redemption prior to their stated maturity and, if subject to such prior redemption, (A) the provisions and procedures governing such prior redemption, (B) the nature of any notice to be given in the event of any such prior redemption, (C) the redemption price or prices payable upon such redemption (not to exceed 104%) and (D) the respective periods in which each redemption price shall be payable, (9) the amount and due date of each sinking fund installment for Bonds that are term Bonds, (10) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Resolution, (11) the underwriting discount, not to exceed 1.00%, and the price at which the Bonds shall be sold to D.A. Davidson & Co., as the original purchaser, (the “**Purchaser**”) and, (12) the form, contents, terms and provisions of the Bond Purchase Agreement and Registrar Agreement (each as hereinafter defined) and (13) the form and contents of any closing and other documentation executed and delivered by the District in connection with the authorization, issuance, sale and delivery of the Bonds.

(c) Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Registrar (hereinafter defined) by mailing a check or draft in the amount due for such interest on each interest payment date to the registered owner of each Bond, as of the record date for such interest payment date, to such owner’s registered address as shown on the books of registration required to be maintained pursuant to **Section 5**. Payment of the principal or redemption price of and interest on any Bond at maturity or earlier redemption shall be made upon presentation and surrender of such Bond as the same shall become due and payable at maturity, upon redemption or otherwise, in lawful money of the United

States of America at the office of the Registrar. Notwithstanding the foregoing, Bonds issued in book-entry form shall be paid in accordance with **Section 2(d)**.

(d) The Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the President and Secretary. The Bonds shall initially be issued in book-entry form only using the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection such officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) 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 Bonds. Upon the issuance of the Bonds in book entry-form, the following provisions shall apply:

(1) The District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the 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 Bonds;

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

(2) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the District and the Registrar to do so, the District and 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 Bonds or (B) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(3) Subject to any operational requirements of the Depository, if the District determines that it is desirable that certificates representing the Bonds be delivered to the Beneficial Owners of the 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 certificates representing the Bonds. In such event, the District and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

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

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

(A) any successor securities depository or its nominee;

(B) any persons, 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 2**.

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

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates, duly executed by the manual or facsimile signatures of the President and Secretary, for issuance upon transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of bonds shall be insufficient to meet the requirements of the District and Registrar for issuance of replacement bonds upon transfer or partial redemption, the District agrees to order printed an additional supply of bonds and to direct their execution by the manual or facsimile signature of its then duly qualified and acting President and Secretary. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bonds delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the Certificate of Authentication thereon shall have been duly executed by the Registrar. Certificates of Authentication on different Bonds need not be signed by the same representative. The executed Certificate of Authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

(e) Any Bond issued upon transfer or exchange thereof shall be dated as of the date of original issue of such Bond or the interest payment date six months preceding the interest payment date next following the date of registration thereof in the office of the Registrar, as shall be appropriate, unless such date of registration shall be an interest payment date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on such Bond shall be in default, the Bond issued in lieu thereof may be dated as of the date to which interest has been paid in full on such surrendered Bond; and provided further, that if the date of registration shall be prior to the first interest payment date, such Bond shall be dated as of the date of original issue thereof. The Bonds shall bear interest from the date of original issue thereof.

(f) When any Bond shall have been duly called for redemption and payment thereof duly made or provided for, interest thereon shall cease from and after the date specified for the redemption thereof.

(g) Both the principal of and interest on the Bonds shall be payable at the office of the Registrar in any coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts.

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

(i) An Authorized Officer, in her or his discretion, may authorize the printing of CUSIP identification numbers on the Bonds. In the event such numbers are imprinted on the Bonds, no such number shall constitute a part of the contract evidenced by the particular Bond upon which it is imprinted, and no liability shall be attached to the District, or to any officer or agent thereof, including the Registrar, by reason of such numbers or any use made thereof, including any use thereof made by the District, any such officer, the Registrar, or by reason of any inaccuracy, error or omission with respect thereto or in such use.

(j) The Bonds, registration provisions, form of authentication and form of assignment pertaining thereto shall be substantially in the forms set forth below with such changes as may be determined upon by an Authorized Officer and such other necessary or appropriate variations, omissions and insertions as are incidental to numbering, denominations, interest rate or rates, registration provisions, redemption provisions and other details thereof or as are otherwise permitted or required by law or this Resolution.

(k) In the event that payments of interest due on the Bonds on an interest payment date are not timely made, such interest shall cease to be payable to the registered owners as of the record date for such interest payment date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever money for the purpose of paying such defaulted interest becomes available.

(l) The Bonds shall be in substantially the following form:

[FORM OF BONDS]

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SAUNDERS

GENERAL OBLIGATION BOND, SERIES 20____
OF SAUNDERS COUNTY SCHOOL DISTRICT 0001

No. R-

\$

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

Registered Owner: Cede & Co.
13-2555119

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That Saunders County School District 0001, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue shown above or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable on _____, 20__ and semiannually thereafter on _____ and _____ of each year (each, an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of this bond, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the principal corporate trust office of _____, the Paying Agent and Registrar in _____, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed on such Interest Payment Date by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records. 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 Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, both principal and interest, as the same become due, the full faith, credit and resources of said District are hereby irrevocably pledged.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$_____), of even date and like tenor herewith, except as to date of maturity and rate of interest and denomination, which were issued by said District for the purpose of paying a portion of the costs of (1) constructing, furnishing and equipping a new high school, a new middle school, and a new elementary school, (2) acquiring sites for school facilities of the District and constructing infrastructure and improvements thereto, (3) constructing, furnishing and equipping security and technology improvements to existing facilities of the District, and (4) constructing additions to and furnishing, equipping, renovating, remodeling and repairing existing facilities of the District under the authority of and in full compliance with the constitution and laws of the State of Nebraska, and pursuant to

an election duly held in the District and a resolution duly passed (the "Resolution") and proceedings duly and legally had by the President and Board of the District.

Any or all of the bonds are subject to redemption at the option of the District prior to the stated maturities thereof, in whole or in part, at any time on or after _____, 20__, at par plus the interest accrued on the principal amount being redeemed to the date fixed for redemption. Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed in the manner specified in the Resolution authorizing said issue of bonds. Individual bonds shall be redeemed in part but only in the amount of \$5,000 or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the principal corporate trust office of the Paying Agent and Registrar in _____, Nebraska, upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Resolution authorizing said issue of bonds, subject to the limitations therein prescribed. The District, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

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

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 HEREFOR 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 PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen, and were done and performed in regular and due form and time as required by law, and that the indebtedness of the District, including this bond, does not exceed any limitation imposed by law. The District agrees that it shall cause to be made annually, in addition to all other taxes, a special levy of taxes for the purpose of paying and sufficient

to pay in full the principal of and interest on this bond and the bonds of this issue as and when such principal and interest respectively become due.

This bond shall not be valid and binding on the District until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Board of Education of the District has caused this bond to be executed on behalf of the District with the facsimile signatures of the President and the Secretary of said Board, all as of the date of original issue shown above.

SAUNDERS COUNTY SCHOOL DISTRICT
0001, IN THE STATE OF NEBRASKA

ATTEST:

(facsimile signature)
Secretary

(facsimile signature)
President

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by resolution of the Board of Education of Saunders County School District 0001, in the State of Nebraska, as described in the foregoing bond.

_____, NEBRASKA
Paying Agent and Registrar

By _____
Authorized Signature

(FORM OF ASSIGNMENT)

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

Date: _____

Registered Owner

Witness: _____

Note: The signature(s) of this assignment must correspond with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever.

Section 3. The Board hereby represents, covenants, and warrants that it shall, for so long as any Bond remains outstanding, annually provide for the levy and collection of a tax in addition to all other taxes upon all of the taxable property in the District sufficient in rate and amount to pay the principal or redemption price of and interest on the Bonds as the same becomes due and payable.

Section 4. An Authorized Officer shall designate a bank or trust company to serve as the (a) paying agent for the payment of principal of and interest on the Bonds and (b) bond registrar with respect to the registration, transfer and exchange of Bonds (the “**Registrar**”). The District is authorized to enter into the Bond Registrar and Paying Agent Agreement (the “**Registrar Agreement**”) dated the date of its execution and delivery for each series of Bonds between the District and the Paying Agent in substantially the form determined by an Authorized Officer in accordance with the provisions of **Section 2(b)** (a copy of which shall be filed in the records of the District). An Authorized Officer is authorized to execute the Registrar Agreement with such changes therein as such official deems appropriate, for and on behalf of and as the act and deed of the District.

The District will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The District reserves the right to appoint a successor Paying Agent by (1) filing with the bank or trust company then performing such function a certified copy of the proceedings giving notice of the termination of such bank or trust company and appointing a successor, and (2) causing notice to be given by first class mail to each registered owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

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

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith.

Section 5. As long as any of the Bonds remain outstanding, the District shall maintain and keep at the office of the Registrar an office or agency for the payment of the principal or redemption price of and interest on the Bonds, and for the registration and transfer of the Bonds, and shall also keep at such office of the Registrar books for such registration and transfer.

Upon surrender for transfer of any fully registered Bond at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the District shall execute and the Registrar shall authenticate and deliver, in the name of the designated transferee(s), one or more fully registered Bonds of any authorized denominations and of a like aggregate principal amount, interest rate and maturity.

Except as the right of exchange may be limited by an Authorized Officer, Bonds may, upon surrender thereof at the office of the Registrar, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity and interest rate of any authorized denominations.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the District shall execute and the Registrar shall deliver Bonds in accordance with the provisions of this Resolution. For every such exchange or transfer of Bonds, whether temporary or definitive, the District or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge

required to be paid with respect to such exchange or transfer, which sum(s) shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The District shall not be obligated to make any such exchange or transfer of Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of Bonds. The District and the Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and the payment of or on account of the principal or redemption price of and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum(s) so paid.

Section 6. (a) An Authorized Officer is hereby authorized to enter into the Bond Purchase Agreement between the District and the Purchaser under which the District agrees to sell the Bonds to the Purchaser, upon the terms and conditions set forth therein and with such changes therein as shall be approved by an Authorized Officer, which officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the District, such officer's signature thereon being conclusive evidence of his or her approval thereof (the "**Bond Purchase Agreement**"). An Authorized Officer shall be responsible for delivery of the Bonds and for all other ministerial acts relating to the Bonds. Each Authorized Officer and all other officers of the Board are hereby authorized to take all actions subsequent to the sale of the Bonds in accordance with the provisions of this Resolution as may be required for the delivery of the Bonds to the Purchaser thereof. Such officials are hereby authorized to execute such orders, certificates, receipts and other documents as may be necessary or desirable for delivery and to receive the purchase price for the Bonds.

(b) The proceeds received from the sale of the Bonds, including the accrued interest thereon, if any, on the Bonds from the date of original issuance thereof to the date of delivery and payment therefor, shall be received by an Authorized Officer, who shall deposit the proceeds thereof into the "Construction Fund," which is hereby established and created. Amounts on deposit in the "Construction Fund" shall be expended from time to time in order to pay costs and expenses incurred by the District in connection with the Project, which may include costs of issuance of the Bonds.

Section 7. The District's obligations under this Resolution shall be fully discharged and satisfied as to any Bond authorized and issued hereunder, and such Bond shall no longer be deemed outstanding hereunder when payment of the principal or redemption price thereof and accrued interest thereon to the date of maturity or redemption (a) shall have been made, or caused to have been made, in accordance with the terms thereof; 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 such Bond (1) sufficient money to make such payments; or (2) direct general obligations of, or obligations the principal of and interest on 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 money to make such payments, and such Bond shall thereupon cease to draw interest from the date fixed for its 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 Bond called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If money 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 or redemption price of or interest on any Bond to the date of maturity or redemption, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and such Bond

shall no longer be considered outstanding.

Section 8. The preparation, use, distribution and delivery of a Preliminary Official Statement and an Official Statement or other offering materials of the District in such forms and of such contents as an Authorized Officer shall, in the exercise of her or his independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds is hereby in all respects, authorized, directed, adopted, specified, accepted, ratified, approved and confirmed. An Authorized Officer shall deem any such offering materials as final for purposes of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended.

Section 9. The District hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the “Continuing Disclosure Undertaking”) in such form as shall be satisfactory to the District and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 10. All actions heretofore taken by an Authorized Officer and all other officers, officials, employees and agents of the District, including without limitation the expenditure of funds and the selection, appointment and employment of bond counsel and financial advisors and agents, in connection with issuance and sale of the Bonds, together with all other actions taken in connection with any of the matters which are the subject hereof, are in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 11. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each Authorized Officer and all other officers, officials, 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 of them, in consultation with bond counsel, the Purchaser of the Bonds and its or their counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, any Preliminary Official Statement and any Official Statement and other offering materials of the District used in connection with issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs each Authorized Officer the right, power and authority to exercise her or his independent judgment and absolute discretion in (1) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by an Authorized Officer or by any such other officers, officials, employees or agents of the District of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District’s and their approval of the terms, provisions and contents thereof and 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 actions so taken.

Section 12. (a) The District covenants and agrees that (1) it will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of the Bonds or any other funds of the District, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from gross income of the interest on the Bonds. The District will also adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future laws, in order to ensure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes, to the extent any such actions can be taken by the District.

(b) The District covenants that (1) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds, (2) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (3) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause any Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code.

(c) The District covenants that it will pay or provide for the payment from time to time of all arbitrage rebate to the United States of America pursuant to Section 148(f) of the Code and any United States Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The District specifically covenants to pay or cause to be paid to the United States of America, the required amounts of arbitrage rebate at the times and in the amounts specified in the Federal Tax Certificate executed and delivered by the District in connection with the issuance of the Bonds (the “Tax Certificate”). The Tax Certificate may be amended or replaced if, in the opinion of nationally recognized bond counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on any Bond.

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

Section 13. Rebate Account. To ensure proper compliance with the tax covenants contained in **Section 12**, the District shall establish and an Authorized Officer shall maintain one or more accounts separate from any other fund or account established and maintained hereunder appropriately designated as the 2019 Rebate Account. All money at any time deposited in any Rebate Account in accordance with the provisions of a Tax Certificate shall be held for the account of the District in trust for payment to the federal government of the United States of America, and neither the District nor any registered owner of any Bond shall have any rights in or claim to such money. All amounts deposited into or on deposit in any Rebate Account shall be governed hereby and by the related Tax Certificate. The District shall invest all amounts held in any Rebate Account in accordance with the related Tax Certificate. Money shall not be transferred from a Rebate Account except in accordance with the related Tax Certificate.

Section 14. The Secretary is directed to make and certify transcripts of the proceedings of the District precedent to the issuance of such Bonds, a copy of which shall be delivered to the Purchaser.

Section 15. (a) 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 Bonds and the registered owners of the Bonds shall retain

all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law.

(b) 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 16. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the District when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 17. This Resolution shall take effect and be in force from and after its passage as provided by law.

PASSED AND ADOPTED: December 21, 2020

**SAUNDERS COUNTY SCHOOL DISTRICT
0001 (ASHLAND-GREENWOOD PUBLIC
SCHOOLS) IN THE STATE OF NEBRASKA**

ATTEST:

By: _____
President

By: _____
Secretary