

***Proposed agenda items received 24 hours before the scheduled meeting will be added to the agenda at the meeting.**

**TENTATIVE
REGULAR MEETING
BOARD AGENDA**

**May 9, 2022
7:30 PM**

1. Call Meeting to Order
2. Public Comment
3. Reports and Information from Administration
 - 3.A. Superintendent's Report
 - 3.B. Principal Report
 - 3.C. Building and Grounds Report
 - 3.D. Multicultural Education Report
4. Action Items (Discuss, Consider, May take action on the following)
 - 4.A. Routine Business - Consent Agenda
 - 4.A.1. Excuse Absent Board Members (as necessary)
 - 4.A.2. Minutes
 - 4.A.3. Treasurers Report
 - 4.A.4. Claims
 - 4.B. Approve Property Purchase
 - 4.C. Accept the letter of resignation from Megan Sovde.
 - 4.D. Discuss and take action on high school wrestling.
5. Future Meeting Dates
6. Adjournment

Suggested List of Motions

May 9, 2022

(Open Meetings Act rules posted on the north wall of the library)

1. _____ opened the meeting at _____ P.M.

2. It was moved by _____, seconded by _____
To approve the Consent Agenda items:
 1. Excuse Absent Board Members (if necessary)
 2. Minutes
 3. Treasurers Report
 4. General Fund Claims
 5. Lunch Fund ClaimsRoll Call: Aye: _____ Nay: _____

3. It was moved by _____, seconded by _____
to approve the purchase agreement to purchase the land at 455 Pearl Street in Lyons, NE
from Wendy Jordan in the amount of \$20,000 with the agreement subject to title
insurance commitment and all liens paid, with closing set on or before July 31, 2022.
Roll Call: Aye: _____ Nay: _____

4. It was moved by _____, seconded by _____
to accept the letter of resignation from Megan Sovde.
Roll Call: Aye: _____ Nay: _____

5. It was moved by _____, seconded by _____
(discuss and take action on boys wrestling)
Roll Call: Aye: _____ Nay: _____

6. _____ adjourned the meeting at _____ P.M.



LYONS-DECATUR NORTHEAST

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Superintendent Board Report May 9, 2022

1. Softball – Dan Gross (Superintendent at TH) called following their April board meeting and the Tekamah-Herman board of education tabled the softball cooperative agreement to their May meeting. He is going to follow up with me after the May meeting and let me know what they decided.
2. We have a variety of summer maintenance projects that will be completed this summer. We will be moving some classrooms around with the addition of our new staff, completing some lighting replacements in various secondary rooms, painting of the gym to remove the BRLD Wolverine logos and colors, installing new sinks and faucets in the high school locker rooms, and replacing some of the sidewalk on the northwest side of the school. We will only be doing updates to the facilities that will be staying intact after the new construction.
3. Attached are the current 2022-2023 coaching assignments (subject to change).
4. Graduation is set for Sunday, May 15th at 2:00 p.m. I have Jaime Bacon, Lisa Christiansen, Evan Myers, and James Vlach on stage for the ceremony.
5. FFA Recognition

Bill Review: Chad is scheduled for June and Evan is scheduled for July.

2022-2023 Coaches			
Football	Head Coach	Mason Alitz	
	Assistant Coach	Bren Shatto	
	Assistant Coach	Mason Vrbka	
	Assistant Coach	Ryan Miller	
JH Football	Assistant Coach	Morgan Peatrowsky	
Volleyball	Head Coach	Carrie Andersen	
	Assistant Coach	Bridget Peatrowsky	
	Assistant Coach	Hannah Pritchett	
JH Volleyball	Head Coach	Kendra Boden	
	Assistant Coach	Aaron Stemen	
HS Cross Country	Head Coach	Paul Timm	
	Assistant Coach	Braska Patterson	
JH Cross Country	Head Coach	Steve Hosch	
Softball	Head Coach		
Boys Basketball	Head Coach	Aaron Stemen	
	Assistant Coach	Morgan Peatrowsky	
JH Boys Basketball	Head Coach	Weston Swanson	
	Assistant Coach	Morgan Peatrowsky	
Girls Basketball	Head Coach	Aaron Zeller	
	Assistant Coach	Bruce Knaak	
JH Girls Basketball	Head Coach	Bruce Knaak	
	Assistant Coach	Steve Hosch	
HS Wrestling	Head Coach	Ryan Miller	Lance Sovde
	Assistant Coach	Rachel Alitz	
	Assistant Coach		
JH Wrestling	Head Coach	Ryan Miller	
Bowling	Head Coach	Bob Rainer	
Track	Head Girls Coach	Braska Patterson	
	Head Boys Coach	Kipp Schuler	
	Assistant Coach	Ryan Miller	
JH Boys Track	Head Coach	Aaron Stemen	
JH Girls Track	Head Coach	Bren Shatto	
	Assistant Coach	Aaron Zeller	
Golf	Head Coach	Bruce Knaak	
Baseball	Head Coach	Clay Haymart	
	Assistant Coach	Doug Mackling	
	Assistant Coach	Waylon Carlson	
Updated: May 6, 2022			

Principal Report- May 2022 Board Meeting

A. Calendar Events

Secondary Spring Concert-----	May 3rd
Preschool and Elementary Field Day-----	May 10th
Preschool Graduation -----	May 12th
Move-Up Day-----	May 16th
6th Grade Promotion Ceremony and picnic-----	May 17th
LAST DAY of School for Elementary-----	May 17th
Elementary Inservice-----	May 18th
Last Day for Teachers-----	May 20th

B. Graduation Status

- All Graduating
- Senior Community Studio Projects

C. ELPA Assessments - ELPA assessments were administered in February as a requirement of the state assessment system. ELPA assessments measure the progress of English Language Learners. Three out of five students tested out of the EL program with proficient scores in all four areas of reading, writing, speaking and listening.

D. Activities Reports Attached

- FBLA
- FFA

**Board Of Education Report Form
2021-22 Report**

Sport/Organization: FFA

Coach/Sponsor: Kevin Anderson

Number Out: 25 in school/28 Total

Class Breakdown: Freshman (9), Sophomores (8), Juniors (3), Seniors (5) Out of School (3)

Awards and Citations: See Attached

How strengths were addressed:

- a. Student Centered Leadership
 - Officers and members led all activities
 - Coordinated a diverse set of schedules with flexibility
- b. Supportive communities who support our students and school as well as the FFA program.
 - “I Believe in the Future of Ag” Campaign raised over \$1,000 for our chapter through local donations and matching statewide dollars
 - Utilized community members in student CDE training, LDE training, officer interviews/scoring, community members in SAE program development
 - Utilized field trips, speakers, and other experiential activities
 - Curricular Support
 - Thank you notes, certificates
- c. Chapter SAE (Supervised Agricultural Experiences) attitude is very high. Students develop and learn from growing, expanding, and challenging programs.
 - Over \$1,000/member direct impact to the economy

How weaknesses were addressed:

- a. None glaring.
- b. Time conflicts
 - Met at a variety of times and locations
 - Tremendous parental support and involvement to allow students to “do it all”
 - Remain a flexible organization able to change

Areas for improvement:

- a. Student Preparation/Knowledge
 - Coming out of two years of virtual activities, many of our students are still learning/realizing “what it takes” to reach the next levels. We continue to build.
- b. Graduating a strong group of leaders
 - With a small junior group, have already begun to prepare sophomores to take a more active lead and will continue to take development.

Highlights from National Convention

Brayden Anderson—American FFA Degree

Lucas Ronnfeldt—Swine Production—Placement Proficiency Award, Silver

Ashlynn Whitley—National Bronze in Agriscience Fair: Food Products Systems 3

Aubrey Andersen/Sydney Olsen—National Bronze in Agriscience Fair Social Systems 4

10 members took part in National FFA Convention during our watch parties

Highlights from State Convention

Convention activities were held virtually. Students did an amazing job of staying committed to the efforts.

****Three Members attained the State FFA Degree, the highest degree that the state can bestow upon a member.**

****Three National Qualifying Events**

****Five State Proficiency Finalists**

****Three State Finalist Agriscience Fair Projects**

***Individuals earning these and other highlights included:*

- Elise Anderson— State Champion Outdoor Recreation Proficiency Award, Gold (3rd) Swine Production Entrepreneurship Proficiency Award, Purple Ribbon (13th Place) Farm and Agribusiness Management CDE, Purple ribbon team (7th) Farm and Agribusiness Management, State FFA Degree
- Juliana Anderson—State FFA Degree
- Arianne Brokaw—Purple ribbon team (7th) Farm and Agribusiness Management, State FFA Degree
- Lucas Ronnfeldt— Purple ribbon team (7th) Farm and Agribusiness Management
- Caleb Schlichting—Purple ribbon team (7th) Farm and Agribusiness Management, State FFA Honor Choir
- Aubrey Andersen—Gold (4th) Agriscience Research—Integrated Systems Proficiency
- Camryn Brehmer— State Champion Agriscience Research—Animal Systems Proficiency
- Sierra Heckenlaible— State Runner-Up Agriscience Research—Animal Systems Proficiency, Purple Individual Environmental and Natural Resources CDE
- Brayden Hegge—Gold (5th) Turf Grass Management Proficiency
- Colten Miller—State FFA Honor Choir
- Tate Simonsen—State FFA Honor Choir
- Ashlynn Whitley—Gold (3rd) Agriscience Research—Integrated Systems Proficiency
- Miriel Brokaw—State Finalist Agriscience Fair Food Products Division 4

- Keyton Kampa—State Finalist Agriscience Fair Food Products Division 3
 - Gavin Hardeman—State Finalist Agriscience Fair Food Products Division 4
 - Alexander Timm—State Champion Agriscience Fair Power, Structure and Technical Systems Division 4, Purple Individual Environmental and Natural Resources
 - Braxton Watson—State Champion Agriscience Fair Power, Structure and Technical Systems Division 4
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- *Many other outstanding district/state performances please see the attached sheets.*

Activities	Participants
Chapter Officer Leadership Training (COLT)	6 (officers)
Bluegrass Festival	
Parade/Float	NA
Burt County Fair	7
Burt County Fair Parade	NA
State Fair	4
Dairy Cattle Selection	12
Land Evaluation	10
National FFA Convention	10
Holiday Sales	Chapter
Leadership Development Events	19
Livestock Evaluation	15
Proficiency Awards	11
National FFA Week	Chapter
Career Development Events	24
State Convention	Chapter
State Committee Members	2
Officer Interviews	8
Chapter Banquet	Chapter
Set up and Serve Alumni Banquet/Alumni Tours	9
Veterans Day	Chapter
Monthly Chapter meetings	Chapter
Committee Meetings	
Executive Committee Meetings	
Various other local events	Chapter

Lyons-Decatur Northeast FFA
2021-22 Results

District Land Evaluation

October 5, 2021

Individual	Placing	Ribbon	Team	Placing	Ribbon
Colten Miller	47th	Blue	Colten Miller	17th	Red
Brayden Hegge	121st	Red	Brayden Hegge		
Ashlynn Whitley	134th	Red	Ashlynn Whitley		
Ariane Brokaw	228th	White	Ariane Brokaw		
Elise Anderson	231st	White	Elise Anderson		
Caleb Schlichting			Caleb Schlichting		
Sierra Heckenlaible			Sierra Heckenlaible		
Tate Simonsen			Tate Simonsen		
Aubrey Andersen					
Jaden Whitaker					

663 Individuals/Top ??? Ribbons*

151 Total Teams/Top 48 Ribbons*

District Dairy Cattle Selection

September 28, 2021

Junior Individual	Placing	Ribbon	Junior Team	Placing	Ribbon
Jake Christiansen	13th	Purple	Jake Christiansen	9th	Blue
Miriell Brokaw	39th	Blue	Miriell Brokaw		
Eyan Tuttle	42nd	Blue	Eyan Tuttle		
Keyton Kampa	64th	Blue	Keyton Kampa		
Garret Vavra	75th	Blue			
Gaven Hardeman	105th	Blue			
Alexander Timm	168th	Red			
Masen Olsen	189th	Red			

Senior Individual	Placing	Ribbon	Senior Team	Placing	Ribbon
Elise Anderson	8th	Purple	Elise Anderson	10th	Blue
Caleb Schlichting	15th	Purple	Caleb Schlichting		
Alexa Dinville	91st	Red	Alexa Dinville		
Daven Whitley	103rd	Red	Daven Whitley		

Lyons-Decatur Northeast FFA
2021-22 Results

National FFA Convention

October 27- October 30, 2021

Swine Production--Placement Proficiency Award

Lucas Ronnfeldt

Silver

Agriscience Fair: Food Products and Processing Division 3

Ashlynn Whitley

Bronze

Agriscience Fair: Social System Division 5

Aubrey Andersen/Sydney Olsen

Bronze

American FFA Degree

Brayden Anderson

Also Participating: Elise Anderson, Arianne Brokaw, Jaden Whitaker, Aubrey Andersen,
Camryn Brehmer, Sierra Heckenlaible, Sydney Olsen, Ashlynn Whitley

Lyons-Decatur Northeast FFA
2021-22 Results

District Leadership Skills Events

November 17, 2021

Employment Skills

Elise Anderson Purple, District Champion
**State Qualifier
Camryn Brehmer Purple

Parliamentary Procedure

Elise Anderson Purple, District Champion
**State Qualifier
Arienne Brokaw
Caleb Schlichting
Aubrey Andersen
Sierra Heckenlaible
Brayden Hegge

Natural Resources Speaking

Arienne Brokaw Purple, State Alternate

Creed Speaking

Miriell Brokaw Purple
Eyan Tuttle Blue

Parliamentary Procedure

Camryn Brehmer Blue
Colten Miller
Sydney Olsen
Tate Simonsen
Ashlynn Whitley
Masen Olsen

Public Speaking Junior Division

Aubrey Andersen Blue

Extemporaneous Speaking

Sydney Olsen Red

Conduct of Chapter Meetings

Miriell Brokaw Blue
Jake Christiansen
Keyton Kampa
Alexander Timm
Eyan Tuttle
Garret Vavra
Braxton Watson

District Sweepstakes Trophy

Lyons-Decatur Northeast Small Chapter Runner-Up

Holiday Sales

November 29, 2021

Top Sellers:

Brayden Hegge 1st
Braxton Watson 2nd
Gavin Hardeman 3rd
Camryn Brehmer 4th
Elise Anderson 5th

Lyons-Decatur Northeast FFA
2021-22 Results

District Livestock Evaluation

January 27, 2022

Junior Individual	Placing	Ribbon
Colten Miller	20th	Purple
Sierra Heckenlaible	27th	Purple
Sydney Olsen	31st	Purple
Tate Simonsen	41st	Blue
Ashlynn Whitley	47th	Blue
Brayden Hegge	51st	Blue
Aubrey Andersen	73rd	Red
Camryn Brehmer	81st	Red

Junior Team	Placing	Ribbon
Colten Miller	8th	Blue
Sierra Heckenlaible		
Sydney Olsen		
Tate Simonsen		

Senior Individual	Placing	Ribbon
Elise Anderson	13th	Purple
Garret Vavra	63rd	Blue
Lucas Ronnfeldt	73rd	Red
Alexa Dinville	81st	Red
Keyton Kampa	84th	Red
Daven Whitley	85th	Red
Braxton Watson	91st	White

Senior Team	Placing	Ribbon
Elise Anderson	12th	Red
Garret Vavra		
Lucas Ronnfeldt		
Alexa Dinville		

District Proficiency Review

February 9, 2022

Agricultural Research-Animal Systems

Sierra Heckenlaible	Gold State (1st)
Camryn Brehmer	Gold State

Swine Production-Entrepreneurship

Elise Anderson	Gold State (1st)
Sydney Olsen	Gold State

Agricultural Research-Integrated Systems

Ashlynn Whitley	Gold State (1st)
Aubrey Andersen	Gold State
Colten Miller	Gold State

Turf Grass Management

Brayden Hegge	Gold State
Tate Simonsen	Silver

Outdoor Recreation

Elise Anderson	Gold State (1st)
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Hospitality, Restaurant, and Tourism Management

Sierra Heckenlaible	Gold
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Lyons-Decatur Northeast FFA
2021-22 Results

District Career Development Events February 22, 2022/March 2, 2022

Agriscience	1st	District Champion	Food Science	5th	Blue	
Alexander Timm	1st	District Champion	Alexander Timm	2nd	Purple	
Keyton Kampa	5th	Purple	Brayden Hegge	9th	Purple	
Jake Christiansen	T7th	Purple	Aubrey Andersen	35th	Blue	
Eyan Tuttle	T7th	Purple	Alexa Dinville		Red	
Masen Olsen	39th	Blue	Daven Whitley		Red	
Gavin Hardeman	50th	Blue	Sydney Olsen		Red	
Garret Vavra	57th	Blue				
Miriell Brokaw	62nd	Blue				
Braxton Watson	71st	Red	Livestock Mgt.	8th	Blue	
			Elise Anderson			
Biotechnology	3rd	Purple	Lucas Ronnfeldt			
Brayden Hegge	1st	District Champion	Sierra Heckenlaible			
Colten Miller	8th	Purple	Colten Miller			
Sierra Heckenlaible	24th	Blue	Tate Simonsen			
Daven Whitley	33rd	Red				
			Welding	8th	Blue	
Meats ID&Evaluatio	4th	Purple	Keyton Kampa	3rd	Purple	SMAW
Colten Miller	11th	Purple	Gavin Hardeman	4th	Purple	GMAW
Tate Simonsen	21st	Purple	Jake Christiansen	7th	Blue	OAW
Brayden Hegge	28th	Purple	Tate Simonsen	9th	Red	GTAW
Camryn Brehmer	44th	Blue				
Ashlynn Whitley	46th	Blue	Agronomy	8th	Red	
Sydney Olsen	51st	Blue	Tate Simonsen	19th	Purple	
Aubrey Andersen	59th	Red	Keyton Kampa	27th	Blue	
Caleb Schlichting	62nd	Red	Colten Miller	46th	Blue	
			Garret Vavra	53rd	Blue	
			Floriculture	12th	Red	
Nursery&Landscap	4th	Purple	Aubrey Andersen	31st	Blue	
Arienne Brokaw	5th	Purple	Ashlynn Whitley	47th	Red	
Ashlynn Whitley	T15th	Blue	Sydney Olsen	T50th	Red	
Miriell Brokaw	T15th	Blue	Camryn Brehmer	T50th	Red	
Camryn Brehmer	25th	Red				
Farm Business Mgt	5th	Blue				
Lucas Ronnfeldt	2nd	Purple				
Elise Anderson	6th	Purple				
Arienne Brokaw	T26th	Blue				
Caleb Schlichting	T26th	Blue				

Lyons-Decatur Northeast FFA
2021-22 Results

State FFA Convention

April 6-8, 2022

State Degree Recipients

Elise Anderson, Juliana Anderson, Arianne Brokaw

State Career Development Event Results

Farm Management	7th	Purple	Agriscience	46th	Red
Elise Anderson	13th	Purple	Alexander Timm	139th	Red
Lucas Ronnfeldt	46th	Blue	Keyton Kampa	179th	Red
Arianne Brokaw	73rd	Blue	Jake Christiansen	199th	Red
Caleb Schlichting	152nd	White	Eyan Tuttle		
Natural Resources	35th	Red	Nursery&Landscape		
Alexander Timm	35th	Purple	Arianne Brokaw	45th	Blue
Sierra Heckenlaible	45th	Purple	Ashlynn Whitley		
Daven Whitley			Miriel Brokaw		
Sydney Olsen			Camryn Brehmer		
Meats	28th	Blue	Agronomy		
Colten Miller	75th	Blue	Keyton Kampa	126th	Red
Tate Simonsen	110th	Blue	Tate Simonsen		
Camryn Brehmer	175th	Red	Colten Miller		
Brayden Hegge	218th	White	Garret Vavra		

State Leadership Development Events Results

Parliamentary Law	9th	Silver	Employment Skills	7th	Silver
Elise Anderson			Elise Anderson		
Arianne Brokaw					
Caleb Schlichting					
Aubrey Andersen					
Sierra Heckenlaible					
Brayden Hegge					

Lyons-Decatur Northeast FFA
2021-22 Results

State Proficiency Results

Agriscience Research--Animal Systems

Camryn Brehmer Gold, State Finalist, State Champion

Outdoor Recreation

Elise Anderson Gold, State Finalist, State Champion

Agriscience Research--Animal Systems

Sierra Heckenlaible Gold, State Finalist, State Runner-Up

Agriscience Research--Integrated Systems

Ashlynn Whitley Gold, State Finalist, 3rd in the State

Swine Production Entrepreneurship

Elise Anderson Gold, State Finalist, 3rd in the State

Agriscience Research--Integrated Systems	Aubrey Andersen	Gold, 4th in the state
Turf Grass Management	Brayden Hegge	Gold, 5th in the state
Agriscience Research--Integrated Systems	Colten Miller	Silver
Swine Production Entrepreneurship	Sydney Olsen	Silver

State Agriscience Fair Results

Agriscience Fair: Food Products and Processing Systems Division 3

Keyton Kampa Silver

Agriscience Fair: Food Products and Processing Systems Division 4

Miriel Brokaw/Gavin Hardeman Silver

Agriscience Fair: Power, Structure, Technical System Division 4

Braxton Watson/Alexander Timm Gold, State Champion

Agriscience Fair: Plant System Division 4

Garret Vavra/Jake Christiansen Bronze

Agriscience Fair: Social Systems Division 4

Eyan Tuttle/Masen Olsen Bronze

State FFA Honor Choir

Caleb Schlichting, Colten Miller, Tate Simonsen

I Believe in the Future of Ag Recognition

Lyons-Decatur Northeast FFA Chapter

**Board of Education Report Form
Ending Form**

Year: 2021-22

Sport/Organization: FBLA

Coach/Sponsor: Janelle Seagren/Katie Mace

Number Finished: 23 Members

Chapter Activities

Chapter Meetings

Chapter Recruitment Social

Litter Pickup at the Park

Coffee & Latte's for Teachers

Library Pumpkin Character Contest - 2nd place

Veteran's Day Bulletin Board

Co-sponsored non-perishables drive with Student Council

Christmas Week - Goodies & Gifts for admin, teachers, paras, and all other staff

Celebrated FBLA Week

- 7-12 Valentines Notes
- 7-12 afternoon activities
- Treats & Drinks for teachers
- Member Pizza
- Field trip day (Junk in the Trunk thrift store in Oakland, Thriftique in Pender)

Raised Money for Keira Schild & family (Hat Day money & teacher donations)

Delivered Meals on Wheels

Participated in Go Green Challenge - Recycle weekly working with LDNE special needs students

Participated in the Feed Nebraska State Challenge

Participated in the Connect with a Business Challenge

Attended the Fall Leadership Conference

Attended the State Leadership Conference

State Leadership Conference

The Lyons-Decatur Northeast FBLA attended the State Leadership Conference on April 11-13 in Kearney this year. Students who attended include Samantha Chavira-Prieto, Kaylee Anderson, and Madison Compton. Below are the results for both the students and the chapter.

Sam - 3rd E-Business, 8th Graphic Design, Who's Who in FBLA

Madison & Kaylee (team) - 8th Business Plan, HM Public Service Announcement

Chapter Recognition/Ribbons:

Seven-Up Challenge (Member Recruitment over last year)

Foundation Donor (fundraised to support the foundation)

March of Dimes (fundraised to support The March of Dimes)

Go Green (completed required activities to earn the ribbon)

Feed Nebraska (completed multiple requirements to earn the ribbon)

Pictures from some of our activities:



Board Of Education– Ending Report

Year: 2022

Activity: Spring Play

Sponsor: Steven M. Hosch

Participants by Class: (14 total)

8th- 3

9th - 2

10th- 7

11th- 2

12th - 3

Summary

This year's spring play featured students in grades 8 through 12. I do like the idea of using 8th grade students so they have an opportunity to be on stage heading into high school and one-act season.

It has always been my philosophy to find a play so everyone has a speaking part if they want. I like to help out Mrs. Mace and Mrs. Brokaw in making students feel more comfortable about being on stage to strengthen the one-act and speech programs.

This year I wanted a play that would allow the three seniors an opportunity to all have major roles. It's difficult to find a play like that without utilizing a longer production. "A Family Reunion to Die For" is 100 minutes long, so it not only offered major roles for the three seniors, it also offered numerous other actors the opportunity to memorize what would be considered major roles in a one-act (which can be no longer than 30 minutes).

I do think some students had trouble understanding the time commitment necessary in learning parts for a play of this length. It seemed a number of students came to practice expecting to learn their lines during practice instead of understanding the importance of having the lines learned so that movement and actions with props could be rehearsed with more ease.

There were the usual "hiccups" in preparing for the play. Two actors decided to quit a couple weeks in and it took some time to find replacements. Having 10 actors involved in FFA meant no practices during the 3-day state convention. FBLA also took place at a different time (it is usually the same week). Fortunately I only had one actor involved in that activity. Conference track being moved to a Tuesday also cost us a practice, and with a play this long, every day counted.

One plus for the play was the use of new technology. Because of a number of actors not quite having their lines completely memorized in the final act, I used two of the new big screen televisions (one on each side) as electronic

cue cards. I scrolled the script and highlighted the actor's name as they were speaking. It definitely helped some recall their lines and maintain the flow of such a long play. Some of the actors were initially against it; however, when one character (who has an injured knee) was feeling pain and had to leave the stage during final rehearsal, an actor who played her sister was able to read both parts as if they were written for one character. I think once the students realized the screens were there to assist and not hinder, they used them when necessary. I was told by a number of audience members that they hardly noticed the actors using them. I knew some actors were because I had been feeding lines to these students for the past week or two.

I have been mulling over some possibilities for future productions, and I will share those ideas in the final portion of this report. One consideration is to replace the high school spring play with a middle school spring play. Doing so would offer more young students the opportunity to learn the stage, memorize lines, take direction, and perhaps offer more interest once they are in high school for one-acts and speech. Also, because it is middle school, there would be less disruption due to track meets, FFA, and FBLA. One last plus would be practices after school which could potentially be slightly longer than morning practices.

One of the drawbacks for some students on deciding whether or not to participate in the spring play is the fact that it's only performed once. Perhaps it's time to add a permanent 2nd performance (or perhaps a Saturday matinee *and* evening performance). Another option would be the idea of turning the play into a traveling show with a mobile set and opportunities to perform it for senior centers and perhaps even other elementary schools. Personally, I think it would be awesome for the fine arts department to grow with the consideration of dinner theater or other one-evening opportunities that could help spur student and community interest in what our students are doing aside from athletics (and perhaps be used as a fundraiser).

One last thought: once the new school is built, I hope the PE equipment can be moved from the stage to perhaps the new gym so the theater department can avoid being forced to work around all of that equipment on the stage.

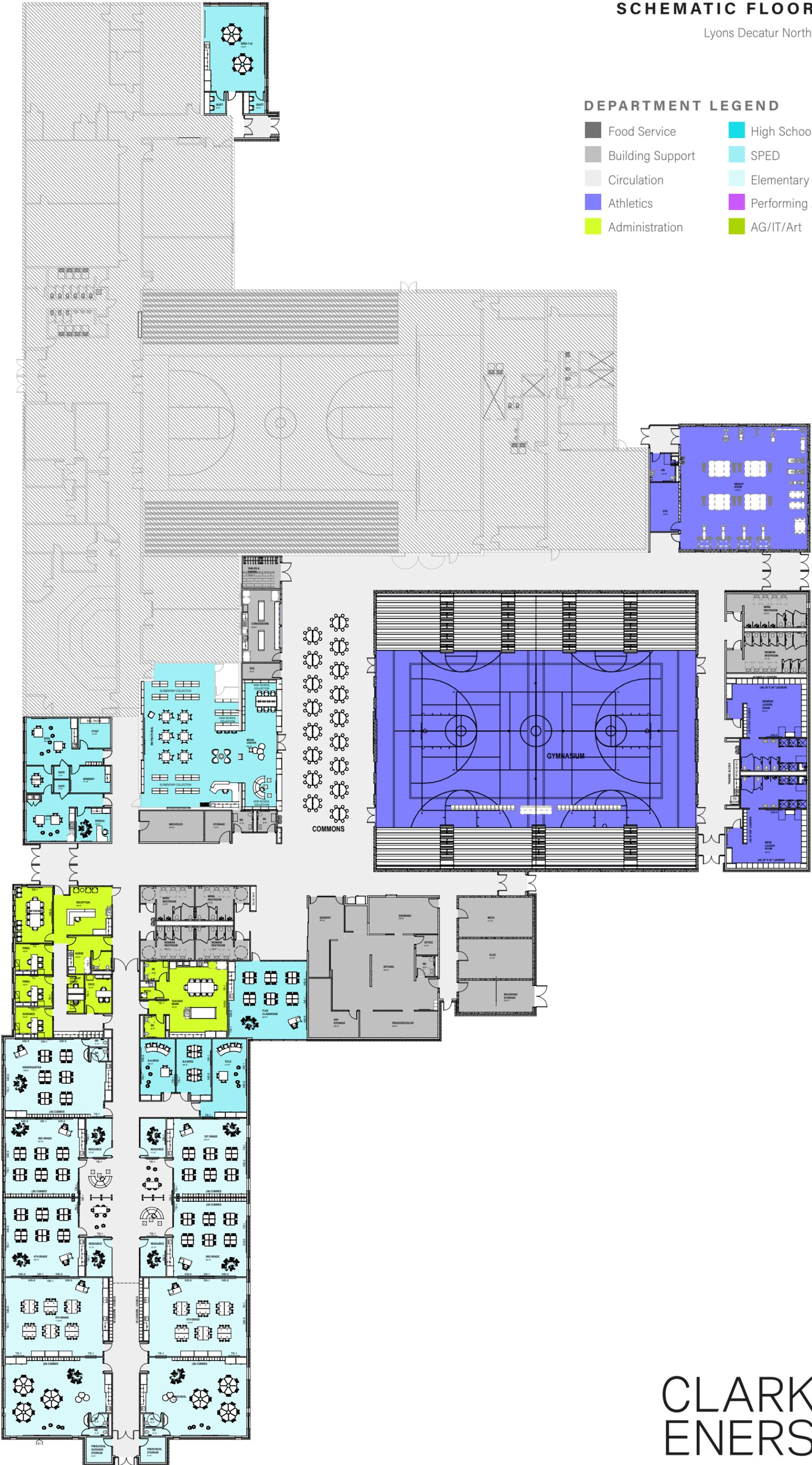
SCHEMATIC FLOOR PLAN

Lyons Decatur Northeast Schools
 May 2, 2022



DEPARTMENT LEGEND

- Food Service
- Building Support
- Circulation
- Athletics
- Administration
- High School Classrooms
- SPED
- Elementary Classrooms
- Performing Arts
- AG/IT/Art



**MULTICULTURAL EDUCATION
PROGRAM OF INTEGRATION – INFUSION
LYONS-DECATUR NORTHEAST**

District Name: Lyons Decatur Northeast

Date: 4-3-22

Course Title: 6th Grade

Grade Level: 6

Instructor's Name: Carrie Andersen

Please complete the following information for each classroom course you teach.

A. General summary of areas of multicultural education that will be covered in your class

- Language Arts: presentation of authors, characters, and setting of various cultures and countries
- Social Studies: descriptions, stories, accounts, experiences, and effects of peoples from various cultures and ethnic groups
- Science: exploration of ways people from diverse backgrounds have made contributions to this field

B. Goals and Objectives

- Encourage examination of beliefs, knowledge, and customs that diverse cultures bring.
- Develop a sense of self and one's relationship to others' readings and discussions.
- Use the internet to enhance multicultural activities.

C. General content – readings

- Language Arts - poetry & books from various cultures and genders are read & discussed
- Science - provides many connections to various cultures and contributions
- Social Studies – Chapters 3, 6, 8, 9 specifically touch on different cultures and their effects on our country & culture

D. Activities, projects, field trips

- Internet research and project development on cultures or cultural activities we've read about in novels.
-

E. Textbooks, materials, resources

- EL Education (various novels & informational books books)
- TCI Geography Alive - Regions & People
- TCI Science

F. Evaluation

Assessments will be administered which incorporates multicultural concepts and goals.

**MULTICULTURAL EDUCATION
PROGRAM OF INTEGRATION – INFUSION
LYONS-DECATUR NORTHEAST**

District Name: Lyons Decatur Northeast

Date: 5/2/22

Course Title: Art

Grade Level: K-12

Instructor's Name: Shannon Dmoski

Please complete the following information for each classroom course you teach.

A. General summary of areas of multicultural education that will be covered in your classes

1. Hispanic/Mexican culture: Dia de los Muertos/Day of the Dead
2. Native American/Indigenous culture
3. Holidays Around the World
4. Asian Culture: Lunar New Year
5. Black History Month
6. Women's History Month

B. Goals and Objectives

1. Exposure to the artwork and celebrations of other cultures helps students recognize similarities in their own cultures to other cultures.
2. Recognizing the influence of other cultures in modern artwork or in student's artwork.
3. Learn about and observe artwork from other cultures in an art historical context.
4. Create artwork similar to the cultural styles or celebrations we learn about in class.

C. General content – events/readings/activities

1. Viewing various art historical examples of specific cultures listed above using PowerPoint slideshows, found images, or videos
2. Brief history of the Artist or culture or explanation of their style
3. Incorporating that culture or style into student's artwork
4. Listening to various childrens' books during class time about a specific culture
5. Various reference and childrens' books on display during specific celebrations or projects for independent student use
6. During Day of the Dead, an ofrenda is on display similar to that which is used during that celebration
7. During the month of December, images on display of different holidays that are celebrated around the world
8. During Lunar New Year, images on display for students to view of the celebration
9. During Black History Month, images on display of different Black Artists and their artwork
10. During Women's History Month, images on display of different Women Artists and their artwork

11. Various coloring sheets available for early finishers from the cultures listed above

D. Activities, projects, field trips

1. Creating various art projects
 - a. Day of the Dead (Dia de los Muertos)
 - i. Kindergarten: sugar skull coloring page
 - ii. 1st Grade: sugar skull paper mask
 - iii. 4th Grade: sugar skull mixed media portrait
 - iv. 5th Grade: clay sugar skull and Mexican mirror
 - v. 6th Grade: mixed media sugar skull
 - vi. Art 1: clay sugar skull and sugar skull drawing
 - vii. Art 2 & 3: sewn plush sugar skull
 - b. Native American/Indigenous
 - i. 1st & 2nd Grades: Owl Folktale Project
 - ii. 3rd Grade: Simple Pattern Weaving
 - iii. 4th Grade: Navajo Paper Weaving
 - iv. 5th and 6th Grades: paper weaving with provided pattern
 - v. Art 2: paper weaving with provided pattern and Painted Weaving
 - c. Lunar New Year
 - i. Kindergarten: Lion Paper Mask
 - ii. 1st Grade: Chinese Lantern Drawing
 - iii. 2nd Grade: Chinese Paper Lantern
 - iv. 3rd Grade: Japanese Kimono Dolls
 - v. 4th Grade: Japanese Uchiwa Fans
 - vi. 5th Grade: Chinese Dragon Puppet
 - vii. 6th Grade: Chinese Lion Watercolor Painting
 - viii. 7th Grade: Collaborative Chinese Lion Color Wheel Painting

E. Textbooks, materials, resources

1. Internet resources for each culture and project
2. Crayons, Crayola markers, Sharpie markers, colored pencils, watercolor, weaving patterns, tempera paint, paint brushes, copied images (masks, coloring pages, kimono doll, etc.), construction paper, glue, cultural images to use as a reference while drawing, air dry clay, clay tools
3. Books read during class:
 - a. Clatter Bash!: A Day of the Dead Celebration by Richard Keep
 - b. Coyote: A Trickster Tale From The American Southwest by Gerald McDermott
 - c. Raven: A Trickster Tale From The Pacific Northwest by Gerald McDermott
 - d. The Goat In The Rug by Charles L. Blood & Martin Link
 - e. "How The Owl Got Big Eyes": Iriquois folktale (found via internet)
 - f. Lion Dancer: Ernie Wan's Chinese New Year by Kate Waters and Madeline Slovenz-Low
4. Powerpoint Presentations created by myself or other art educators
5. Videos via YouTube or other sites about specific celebrations or cultures

F. Evaluation

1. Student learning will be assessed through teacher observation and class discussion.
Projects will be assigned points.
2. Showing an understanding of the cultural influence into their own artwork
3. Daily participation in projects

**MULTICULTURAL EDUCATION
PROGRAM OF INTEGRATION-INFUSION
LYONS-DECATUR NORTHEAST**

District name: Lyons-Decatur Northeast

Course Title: Agribusiness

Grade Level: 11-12 **Instructor's name:** Kevin Anderson

Please complete the following information for each classroom course you teach.

A. General Summary of areas of multicultural education that will be covered in your class:

Marketing activities of various cultures—barter, options, etc.

Business theory—cooperatives, corporations, etc.

Financial planning

Etiquette in cultural settings.

B. Goals & Objectives:

Identify and explain various cultural marketing practices of agricultural commodities

Identify and explain ways various cultures plan for financial goals.

Explain reasons various cultures view some business theories as better.

Identify and explain various rules of proper conduct within other cultures for employment skills.

C. General Content-Readings

Theories of barter and trade vs. cash system

Responsibilities of family members in financial planning

Cultural interpretations of non-verbal signals.

Textbooks

Internet

Articles

D. Activities, projects, field trips:

Practical interview skills and abilities

Business organization study

Presentations

Guest speakers

E. Textbooks, materials, resources:

Internet

John Deere Farm and Ranch Management

Decisions and Dollars

Job exploration

Internet

F. Evaluation:

Tests, quizzes, reports, presentations, worksheets

The Board of Education of the Lyons-Decatur School District No. 20 met in regular session on Monday, April 11, 2022, in the Secondary Library. Notice of the meeting was given in advance thereof by publishing notice in the Lyons Mirror-Sun, designated method for giving notice. Meeting notices were also posted at the Superintendent's office and on the school website. Notice of the meeting was given in advance to all members and agenda was communicated in the notice to the board of this meeting. All proceedings hereinafter were taken while the convened meeting was open to the attendance of the public. Present were Archer, Bacon, Brehmer, Christiansen, Miller, Myers, Petersen, Troutman, and Vlach. The open meeting laws are posted on the library wall.

Posted Locations: Lyons-Mirror Sun, lyonsdecaturschools.org, Front door of the school

Posted Date: March 31, 2022

Lisa Christiansen opened the meeting at 7:31 p.m.

Clay C., Dylan L., Sally T., and Krystal R. addressed the board about wrestling during public comment.

Superintendent Report: We have hired Mrs. Rebecca Barber as our media specialist for 2022-2023. The Nielsen Foundation has approved funding the P2T students who earned a trip to the National HOSA convention in Nashville this summer. Board Member Bacon, Christiansen, Myers, and Vlach will participate in the graduation ceremony on May 15, 2022, at 2:00 p.m.

Principal Report: It is a very busy time of year with lots of activities happening throughout the district. The elementary students sold over \$31,000 worth of plant sales this year. We are busy with NSCAS testing, the ACT test, state FFA, state Speech, state FBLA, district music, fieldtrips, track meets, golf meets, and baseball games. We want to extend a special thank you to Tonya Erickson and Papio-Missouri River Natural Resources for providing the Wildlife Encounters assembly for our elementary students.

Building and Grounds Committee Report: Tim, Hannah, and Jeff from Clark & Enersen were in attendance at the meeting to present a design update on the new construction project.

It was moved by Chad Brehmer, seconded by James Vlach, to approve the consent agenda. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by April Archer, seconded by Leah Miller, to reach out to BR requesting to continue the BRLD wrestling cooperative. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by Jaime Bacon, seconded by Chad Brehmer, to approve of a bond resolution authorizing the issuance of not to exceed \$21,500,000 of General Obligation Bonds of the District, in one or more series. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by James Vlach, seconded by Jolene Troutman, to approve the resolution to dissolve the girls golf cooperative with BR and Pender, starting in the year 2022-23, due to our lack of participants. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by James Vlach, seconded by Jaime Bacon, to approve determination of capacity for the option enrollment program for the 2022-2023 school year. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by Jolene Troutman, seconded by Corey Petersen, to approve the school program offerings for the 2022-2023 school year. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by Jolene Troutman, seconded by Evan Myers, to enter into a softball cooperative with Tekamah-Herman for the 2022-2023 and 2023-2024 school years. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by Chad Brehmer, seconded by Corey Petersen, to approve board policies: 5001, 5002, 5002.1, 5003, 5004, 5005, 5006, 5007, 5008, 5009, 5010, 5011, 5012, 5014, 5015, 5016, 5017, 5018, 5019, 5020, 5022, 5023, 5024, 5025, 5028, 5030, 5031, 5032, 5033, 5034, 5035, 5036, 5037, 5039, 5040, 5041, 5042, 5043, 5044, 5045, 5046, 5048, 5049, 5050, 5052, 5053, 5054, 5055, 5056, 5057, 5059, 5063, 5064, 5066, 5067 and forms (5000), with delayed implementation until July 11, 2022. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by James Vlach, seconded by Jaime Bacon, to approve the classified staff package for 2022-2023. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

We will be having a retirement social on Wednesday, April 27th at 2:00 p.m. to honor Mr. John Bellar, Mr. Gary Loftis, and Mrs. Wendy Phillips.

We will be holding a school-wide assembly with the Commissioner of Education on Thursday, April 28th at 9:30 a.m.

The next Regular Board Meeting - Monday, May 9 at 7:30 p.m.

Lisa Christiansen adjourned the meeting at 9:24 p.m.

I the undersigned, secretary of the School District of Lyons-Decatur Northeast, in the County of Burt, in the State of Nebraska, hereby certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for inspection at the office of the secretary, located in the main office of the school, Lyons Center, except those items of an emergency nature added at the meeting by motion and roll call vote, that such subjects were contained in said agenda for at least 24 hours prior to said meeting that said minutes of the Board of Education of the School District of Lyons-Decatur Northeast in the County of Burt, State of Nebraska were in written form and available for inspection by the public within 24 hours and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and subjects to be discussed at said meeting.

Secretary, Board of Education

ATTEST:

President, Board of Education

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,500,000; 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 BURT COUNTY SCHOOL DISTRICT 0020 (LYONS-DECATUR NORTHEAST SCHOOLS) IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the **“Board”**) of Burt County School District 0020 (Lyons-Decatur Northeast 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 and embracing territory having a population of more than 1,000 and less than 150,000 inhabitants.

(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 a special election held on March 15, 2022 (the **“Election”**) to (1) issue negotiable bonds of the District for the purpose of paying the costs of additions, renovations and improvements to existing District buildings and facilities; and providing for the necessary furniture, equipment and apparatus for such buildings and 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 \$21,500,000 to provide funds to pay the costs of the Project and related costs and to levy an annual tax sufficient to pay the principal of and interest on 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	828
Ballots cast in favor of bonds and tax	481
Ballots cast against bonds and tax	347

(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 \$21,500,000 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 (3) the costs of issuing bonds as described herein, the issuance, sale and delivery of general obligation bonds of the District, in one or more series, is hereby authorized and directed in an aggregate stated principal amount not to exceed \$21,500,000 (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 \$21,500,000 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 December 31, 2054, (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 0.60%, and the price at which the Bonds shall be sold to Piper Sandler & Co., as the original purchaser, (the “**Purchaser**”) at a price of not less than 98.00%, 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 BURT

GENERAL OBLIGATION BOND, SERIES 2022
OF BURT COUNTY SCHOOL DISTRICT 0020 (LYONS-DECATUR NORTHEAST SCHOOLS)

No. R- _____ \$

Interest Rate Maturity Date Date of Original Issue CUSIP
% _____, 20__ _____, 2022

Registered Owner: Cede & Co.
13-2555119

Principal Amount: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS: That Burt County School District 0020 (Lyons-Decatur Northeast Schools), 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 the costs of additions, renovations and improvements to existing District buildings and facilities; and providing for the necessary furniture, equipment and apparatus for such buildings and facilities under the authority of and in full compliance with the constitution and laws of the State of Nebraska, and pursuant to a special 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.

BURT COUNTY SCHOOL DISTRICT 0020,
IN THE STATE OF NEBRASKA

ATTEST: _____
(facsimile signature)
President

(facsimile signature)
Secretary

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by resolution of the Board of Education of Burt County School District 0020 (Lyons-Decatur Northeast Schools), in the State of Nebraska, as described in the foregoing bond.

_____, NEBRASKA
Paying Agent and Registrar

By _____
Authorized Signature

ASSIGNMENT

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

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

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

Dated: _____

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

Medallion Signature Guarantee:

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 2022 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. Bond Insurance Policy. In connection with the pricing and sale of each series of the Bonds and at any time precedent thereto, each Authorized Officer of the District is authorized to evaluate the benefits for the District of obtaining bond insurance from Assured Guaranty Municipal Corp. (“**AGM**”) for the payment of a series of the Bonds (“**Bond Insurance**”). Each Authorized Officer is

hereby authorized to determine whether to obtain Bond Insurance in connection with the issuance and sale of each series of the Bonds. If an Authorized Officer determines it is in the best interest of the District to obtain Bond Insurance with respect to a series of Bonds, the terms and provisions regarding Bond Insurance attached hereto as **Exhibit "A"** (the "**Bond Insurance Provisions**") shall control and govern with respect to such series of Bonds and shall supersede the terms and provisions of this Resolution to the extent of any conflict between such terms and this Resolution. The Authorized Officers are hereby authorized to modify or adjust the Bond Insurance Provisions to the extent determined necessary or appropriate, and Authorized Officers shall execute one or more certificates, instruments, agreements or documents to fix, establish and implement the Bond Insurance and the terms of the Bond Insurance and the Bond Insurance Provisions shall have the same effectiveness applicable to the District and the Bonds as if set forth in this Resolution.

Section 15. 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 16. (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 17. 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 18. In order to promote compliance with certain federal tax and securities laws relating to the Bonds herein authorized, the policy and procedures attached hereto as **Exhibit "B"** (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 19. This Resolution shall take effect and be in force from and after its passage as provided by law.

PASSED AND ADOPTED: April 11, 2022

**BURT COUNTY SCHOOL DISTRICT 0020
(LYONS-DECATUR NORTHEAST SCHOOLS),
IN THE STATE OF NEBRASKA**

ATTEST:

By: James Black
Secretary

By: Lisa Christensen
President

EXHIBIT A

Provisions Relating to Bond Insurance

Notwithstanding anything in the Bond Resolution to the contrary:

(a) **“Insurer”** shall be defined as follows: “Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof”. **“Policy”** shall be defined as follows: “the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due”. Other capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Resolution adopted by the Board of Education of the District on April 11, 2022, authorizing the issuance of not to exceed \$21,500,000 General Obligation Bonds by the District (the **“Bond Resolution”**).

(b) The Insurer shall be deemed to be the sole holder of the District’s \$ _____ General Obligation Bonds, Series 20____, dated _____, 20____ (the **“Bonds”**) for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Bonds are entitled to take pursuant to the Bond Resolution pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Registrar. In furtherance thereof and as a term of the Bond Resolution and each Bond, the Registrar and each holder of the Bonds appoint the Insurer as their agent and attorney-in-fact with respect to the Bonds and agree that the Insurer may at any time during the continuation of any proceeding by or against the District under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an **“Insolvency Proceeding”**) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a **“Claim”**), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Registrar and each holder of the Bonds delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Registrar and each holder of the Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the holders shall expressly include mandamus.

(c) The maturity of the Bonds shall not be accelerated without the consent of the Insurer and in the event the maturity of the Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued, on such principal to the date of acceleration (to the extent unpaid by the District) and the Registrar shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer’s obligations under the Policy with respect to such Bonds shall be fully discharged.

(d) No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(e) The Insurer is a third party beneficiary to the Bond Resolution.

(f) Any amendment, supplement, modification to, or waiver of, the Bond Resolution or any other transaction document, including any underlying security agreement (each a **“Related**

Document”), that requires the consent of holders or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(g) The rights granted to the Insurer under the Bond Resolution or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer’s contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the holders or any other person is required in addition to the consent of the Insurer.

(h) Only (1) cash, (2) non-callable direct obligations of the United States of America (“**Treasuries**”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for “AAA” defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Bonds unless the Insurer otherwise approves.

To accomplish defeasance of the Bonds, the District shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer (“**Accountant**”) verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or redemption date (“**Verification**”), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer “Outstanding” under the Bond Resolution and (iv) a certificate of discharge of the Registrar with respect to the Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the District, the Registrar and the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

Bonds shall be deemed “Outstanding” under the Bond Resolution unless and until they are in fact paid and retired or the above criteria are met.

(i) Amounts paid by the Insurer under the Policy shall not be deemed paid for purposes of the Bond Resolution and the Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the District in accordance with the Bond Resolution. The Bond Resolution shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(j) Claims Upon the Policy and Payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“**Payment Date**”) there is not on deposit with the Registrar, after making all transfers and deposits required under the Bond Resolution, moneys sufficient to pay the principal of and interest on the Bonds due on such Payment Date, the Registrar shall give notice to the Insurer and to its designated agent (if any) (the “**Insurer’s Fiscal Agent**”) by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business

Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Payment Date, the Registrar shall make a claim under the Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal of the Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Policy.

The Registrar shall designate any portion of payment of principal on Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current holder of the Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Registrar's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the District on any Bond or the subrogation rights of the Insurer.

The Registrar shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Registrar.

Upon payment of a claim under the Policy, the Registrar shall establish a separate special purpose trust account for the benefit of holders of the Bonds referred to herein as the **"Policy Payments Account"** and over which the Registrar shall have exclusive control and sole right of withdrawal. The Registrar shall receive any amount paid under the Policy in trust on behalf of holders of the Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Registrar to holders of the Bonds in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything in the Indenture to the contrary, the District agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Policy (the **"Insurer Advances"**); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the **"Insurer Reimbursement Amounts"**). **"Late Payment Rate"** means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The District hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Revenues and payable from such Revenues on a parity with debt service due on the Bonds.

Funds held in the Policy Payments Account shall not be invested by the Registrar and may not be applied to satisfy any costs, expenses or liabilities of the Registrar. Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the Insurer.

(k) The Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the District to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(l) The District shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Bond Resolution or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Bond Resolution or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Bond Resolution or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Resolution or any other Related Document.

(m) The Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the District (as such terms are defined in the Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with the Bond Resolution, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Policy) or a claim upon the Policy.

(n) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No. _____, Telephone: (212) 974-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(o) The Insurer shall be provided with the following information by the District or the Registrar, as the case may be:

- (i) Annual audited financial statements within 180 days after the end of the District's fiscal year (together with a certification of the District that it is not aware of any default or Event of Default under the Bond Resolution), and the District's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;
- (ii) Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Maximum Required Reserve and (ii) withdrawals in connection with a refunding of Bonds;

- (iii) Notice of any default known to the Registrar or District within five Business Days after knowledge thereof;
- (iv) Prior notice of the advance refunding or redemption of any of the Bonds, including the principal amount, maturities and CUSIP numbers thereof;
- (v) Notice of the resignation or removal of the Registrar and the appointment of, and acceptance of duties by, any successor thereto;
- (vi) Notice of the commencement of any Insolvency Proceeding;
- (vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;
- (viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and
- (ix) All reports, notices and correspondence to be delivered to holders of the Bonds under the terms of the Related Documents.

In addition, to the extent that the District has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Bonds, all information furnished pursuant to such agreements shall also be provided to the Insurer, simultaneously with the furnishing of such information.

(p) The Insurer shall have the right to receive such additional information as it may reasonably request.

(q) The District will permit the Insurer to discuss the affairs, finances and accounts of the District or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the District and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the District on any business day upon reasonable prior notice.

(r) The Registrar shall notify the Insurer of any failure of the District to provide notices, certificates and other information under the transaction documents.

(s) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Bond Resolution would adversely affect the security for the Bonds or the rights of the holders of the Bonds, the Registrar shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Policy.

(t) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

EXHIBIT B

Policy and Procedures Federal Tax Law and Disclosure Requirements for Tax-exempt Bonds

ISSUER NAME: Burt County School District 0020 (Lyons-Decatur Northeast Schools)

COMPLIANCE OFFICER (BY TITLE): Superintendent of Schools

POLICY

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, and (b) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),
- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):

- i. covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
 - ii. Form 8038 series filed with the Internal Revenue Service;
 - iii. tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
 - iv. covenants, agreements, instructions or memoranda with respect to rebate or private use;
 - v. any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
 - vi. any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and
- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

Softball Cooperative with Tekamah-Herman
2022-2023 and 2023-2024

Purpose:

1. LDNE does not have enough softball players to have our own team.
2. TH is willing to enter into a cooperative with us to expand our the athletic opportunities for our students.

Terms:

Mascot – Tiger

Team Name – Tekamah-Herman

Host School – Tekamah-Herman

Colors – Purple and Gold

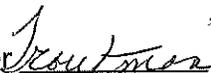
Allocation of Costs:

- I. Transportation to and from Tekamah-Herman for practices and games is LDNE's responsibility.
- II. Tekamah-Herman will provide transportation to away contests.
- III. Spectator buses will not be provided.
- IV. Tekamah-Herman will host all home activities – they will keep all revenue and pay all expenses.
- V. Tekamah-Herman will cover the costs for banquets and awards.
- VI. Tekamah-Herman will hire and pay the coaching staff.
- VII. Tekamah-Herman will keep all revenue and pay all expenses for hosting events.
- VIII. LDNE will provide 2 boxes of softballs each year.
- IX. Tekamah-Herman will hire and pay the staff.
- X. Other Expenses will be discussed as needed.

Allocation of Gate Receipts:

- I. All funds from the gate will go to Tekamah-Herman.

Resolution Approving Cooperative Sponsorship Agreement

Board Member  introduced the following resolution and moved its adoption:

Whereas, a proposed agreement has been negotiated and drafted regarding the cooperative sponsorship of a joint high school softball program.

Whereas, a copy of the proposed draft is attached and incorporated for reference.

Now, therefore, be it resolved by the school board of school district 11-0020 as follows:

1. That the attached Cooperative Sponsorship Agreement do and hereby is approved;

2. That the President and Secretary are hereby authorized to execute the attached Cooperative Sponsorship Agreement and to make the required application to the Board of Directors of the Nebraska School Activities Association; and
3. That this resolution shall be effective only up the adoption of a similar resolution by the Governing Board or School Board of the cooperating school or school district.

The motion for adoption of the foregoing resolution was duly seconded by Board Member Myers and upon vote being taken thereon,

the following voted in favor thereof:

Atcher, Bacon, Bryner, Christerson, Miller, Myers,
Stover, Trotman, Noel.

And the following voted against the same:

None, _____, _____, _____, _____,
_____, _____, _____.

Whereupon said resolution was declared duly passed and adopted.

Lisa Christerson President, Board of Education
Jim Black Secretary, Board of Education

Treasurer's Report

At the close of business April 29, 2022

Cash Balance on March 31, 2022 594.1

Receipts for April 2022

Burt County	\$ 449,105.25
Other County	\$ 58,255.09
State of NE - SPED	\$ 43,211.00
Computer repairs	\$ 65.00
Interest	\$ 0.03

Total Receipts	\$ 550,636.37
Account Transfers	\$ (135,000.00)
Disbursements	\$ 417,308.43

Cash Balance as of April 29, 2022 -1,077.96

Outstanding Checks/deposits \$ 2,366.96

Ending Bank Balance as of April 29, 2022 \$ 1,289.00

SAVINGS BALANCE Beginning: \$1,032,300.06 ENDING BALANCE \$1,167,536.51

Beth Doht

Treasurer

COMBINED ACCOUNT BALANCES
Depreciation, Employee Benefit Fund, Special Building, and Student Fee Fund
As of April 29, 2022

DEPRECIATION FUND

Balance \$112,928.40

EMPLOYEE BENEFIT FUND

Balance \$19,529.50

SPECIAL BUILDING FUND

Balance \$1,194,857.80

STUDENT FEE FUND

Balance \$0

TOTAL OF COMBINED ACCOUNTS \$1,327,315.70

GENERAL REIMBURSEMENT FUND

Checking account \$3,147.87

ACTIVITY FUND

Balance \$105,458.79

COOPERATIVE FUND

Balance \$265.00

Treasurer's Report
LUNCH FUND
At the close of Business April 29, 2022

Cash Balance March 31, 2022	\$47,381.49
Receipts for April	\$38,663.41
Disbursements for April	\$26,171.32
Cash Balance April 29, 2022	\$59,873.58
Ending Bank Balance April 29, 2022	\$59,873.58

Expenditures for May

Payroll	\$11,677.50
Accounts Payable	\$13,465.11
Total	\$25,142.61

<u>Check #</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	1			
Checking	1	Fund: 01	GENERAL FUND	
26179	ACTIVITY FUND	20220426AF	REIMBURSE SCIENCE SHIRTS	198.00
Vendor Total:				198.00
26180	AMAZON	439453759944	JANITORIAL CART	121.99
26180	AMAZON	463679697459	HP TONER	132.89
26180	AMAZON	543456939377	MICROPHONE SYSTEM	199.95
26180	AMAZON	874686787699	MICROPHONE SYSTEM	89.00
26180	AMAZON	936874745876	ELECTRIC BALL INFLATER	99.99
26180	AMAZON	95498773568	DISPOSABLE GLOVES	40.00
Vendor Total:				683.82
26181	APPEARA	0747164	SUPPLIES	70.99
26181	APPEARA	0749229	SUPPLIES	194.31
26181	APPEARA	0751326	SUPPLIES	70.99
26181	APPEARA	0753380	SUPPLIES	70.99
26181	APPEARA	745062	SUPPLIES	70.99
Vendor Total:				478.27
26182	BANCROFT-ROSALIE SCHOOLS	20220412BR	COOP EXPENSE	4,905.22
Vendor Total:				4,905.22
26183	BEAUDETTE, LINDSEY	20220501BEAU	TEACHER APPRECIATION	69.94
Vendor Total:				69.94
26184	CHRISTENSEN ELECTRIC LLC	4950	REPAIR GYM LIGHTS	301.27
26184	CHRISTENSEN ELECTRIC LLC	4972	OUTLET IN PRINC OFFICE	92.96
Vendor Total:				394.23
26185	CITY OF LYONS	20220404CITY	PAWS POOL DAY 6/17	125.00
26185	CITY OF LYONS	20220410CITY	UTILITIES	6,688.31
Vendor Total:				6,813.31
26186	CLASSIC CLEAN CARWASH	20220430CLCL	VAN WASHES	25.00
		EAN		
Vendor Total:				25.00
26187	CNA AUTO SERVICES	65037	BUS 20 - DIESEL FLUID	62.12
26187	CNA AUTO SERVICES	65049	BUS 5 SERVICE	63.47
26187	CNA AUTO SERVICES	65050	SILVER MINI - SERVICE	78.83
26187	CNA AUTO SERVICES	65088	ANTIFREEZE	7.82
26187	CNA AUTO SERVICES	65101	VAN 5 - SERVICE	96.07
26187	CNA AUTO SERVICES	65122	WHITE MINI - SERVICE	98.19
26187	CNA AUTO SERVICES	65123	BLUE MINI - SERVICE	50.40
26187	CNA AUTO SERVICES	65127	GRAY VAN SERVICE & TIRE	537.88
26187	CNA AUTO SERVICES	65156	MOWER OIL	10.80
26187	CNA AUTO SERVICES	65160	INSPECTIONS	1,360.00
26187	CNA AUTO SERVICES	65173	BUS 22 SERVICE	70.83
26187	CNA AUTO SERVICES	65174	VAN 4 LIGHT BULB	25.70
26187	CNA AUTO SERVICES	65204	VAN 2 - SERVICE	227.63
26187	CNA AUTO SERVICES	65220	VAN 3 - REPAIR WEATHER STRIP	190.46
Vendor Total:				2,880.20
26188	DOHT, ELIZABETH	05052022DOHT	TRAVEL EXP	566.09
Vendor Total:				566.09
26189	EAKES OFFICE SOLUTIONS	8471720-0	STAPLE REFILL	203.84
26189	EAKES OFFICE SOLUTIONS	INV355473	2ND FL COPIES	87.16
Vendor Total:				291.00
26190	FIRST NATIONAL BANK OMAHA	20220430FNBO	SUPPLIES, SOFTWARE	445.22
Vendor Total:				445.22
26191	FIRST NATIONAL BANK OMAHA	20220430VISA	GAS	56.85
Vendor Total:				56.85
26192	FLEET US LLC	SI112310	MANIFORD ASSEMBLY	61.32
Vendor Total:				61.32

Check #	Vendor Name	Invoice	Description	Amount
26193	FRANCISCAN HEALTHCARE	20220430FRAN	PT SERVICES	1,325.16
				Vendor Total: 1,325.16
26194	GENERAL REIMBURSEMENT FUND	20220430GENR	AF ATHELTTICS, RETIREMENT EIM OPENHOUSE	3,040.00
				Vendor Total: 3,040.00
26195	GLASS EDGE, INC, THE	72485	REPLACE PLEXIGLASS ON PODIUM	290.70
				Vendor Total: 290.70
26196	HILTON OMAHA	47481	NETA ROOMS	486.00
				Vendor Total: 486.00
26197	HOLIDAY INN EXPRESS & SUITES LINCOLN DOWNTOWN	8351	STATE FFA ROOMS	274.00
				Vendor Total: 274.00
26198	HOLIDAY INN EXPRESS-KEARNEY	20220413HIEX P	SLC ROOMS	319.90
				Vendor Total: 319.90
26199	HOME DEPOT PRO, THE	677866618	FLOOR SUPPLIES	379.34
26199	HOME DEPOT PRO, THE	678143835	FLOOR SUPPLIES	132.96
26199	HOME DEPOT PRO, THE	679226407	FLOOR SUPPLIES	2,276.04
26199	HOME DEPOT PRO, THE	680512134	SUPPLIES	23.56
				Vendor Total: 2,811.90
26200	INNOVATIVE PROTECTIVES, INC.	0253355	HIGH JUMP MAT	4,500.00
				Vendor Total: 4,500.00
26201	J W PEPPER & SONS, INC	364239541	MUSIC	127.99
26201	J W PEPPER & SONS, INC	364239959	MUSIC	25.00
				Vendor Total: 152.99
26202	JOSTENS INC	28358040	DIPLOMA	39.99
				Vendor Total: 39.99
26203	KSB SCHOOL LAW	11902	LEGAL SERVICES	94.00
				Vendor Total: 94.00
26204	LONG, LAURIE	20200505LONG	SUPPLIES	98.70
				Vendor Total: 98.70
26205	LYONS MIRROR SUN	212982	NOTICES	75.60
26205	LYONS MIRROR SUN	213363	NOTICES	13.95
				Vendor Total: 89.55
26206	LYONS SAVEMORE MARKET	20220502SAVE	SUPPLIES	48.23
				Vendor Total: 48.23
26207	MATHESON TRI-GAS, INC	51949248	SUPPLIES	396.25
				Vendor Total: 396.25
26208	MIDAMERICAN BOOKS	5511231	LIBRARY BOOKS	152.70
				Vendor Total: 152.70
26209	MILLER, HIRAM	388936	SNOW REMOVAL-DECATUR	60.00
				Vendor Total: 60.00
26210	N C S A	20220421NASB O	NASBO CONV	180.00
26210	N C S A	20220426BEAU	MEMBERSHIP	335.00
26210	N C S A	20220426DOHT	MEMBERSHIP	335.00
26210	N C S A	20220501NCSA	MEMBERSHIP	335.00
				Vendor Total: 1,185.00
26211	NEBRASKA AGRICULTURAL EDUCATORS ASSOC	20220419NAEA	RENEWAL--AG FEES	235.00
				Vendor Total: 235.00
26212	NEBRASKA FBLA	34576	NLC 2022	1,764.20
				Vendor Total: 1,764.20
26213	OAKLAND LUMBER LLC	3791	SUPPLIES	44.62
				Vendor Total: 44.62
26214	OMAHA HENRY DOORLY ZOO	20220404HDZO O	PAWS FIELD TRIP 6/22	320.00

<u>Check #</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
				Vendor Total:
				320.00
26215	OPC DIRECT.	1077687	KLEENEX	99.65
26215	OPC DIRECT.	1077697	TOILET TISSUE	764.93
				Vendor Total:
				864.58
26216	PETAL PUSHERS	256879	RETIREMENT/ADMIN ASSIST	105.00
				Vendor Total:
				105.00
26217	PETERSEN, MARIAH	20220425PETE	SLC EXP	23.78
				Vendor Total:
				23.78
26218	PITNEY BOWES INC	20220501PIT	POSTAGE	300.00
				Vendor Total:
				300.00
26219	PLUNKETT'S PEST CONTROL	7471528	PEST CONTROL	51.88
26219	PLUNKETT'S PEST CONTROL	7608638	PEST CONTROL	51.88
				Vendor Total:
				103.76
26220	PONCA STATE PARK	20220404PONC A	FIELD TRIP 6/9	80.00
				Vendor Total:
				80.00
26221	POSTMASTER-LYONS	20220501POST	PO BOX RENT	364.00
				Vendor Total:
				364.00
26222	QUILL CORPORATION	24302658	DRY ERASE MARKERS	36.58
26222	QUILL CORPORATION	24428850	SUPPLIES	182.68
26222	QUILL CORPORATION	24496556	TONER	233.99
				Vendor Total:
				453.25
26223	RHYME UNIVERSITY	2004795	TASSELS	59.29
				Vendor Total:
				59.29
26224	SCHOOL SPECIALTY SUPPLY INC	208129788239	PAPER ROLLS	305.93
				Vendor Total:
				305.93
26225	SCOTT'S HARDWARE	236506	CASTERS, HINGES FOR AG	45.78
				Vendor Total:
				45.78
26226	SEAGREN, JANELLE	20220426SEAG	STATE FBLA EXP	26.89
				Vendor Total:
				26.89
26227	SIOUX CITY MERCY MEDICAL CLINIC - PP	20220308WP	BUS PHYSICAL	100.00
				Vendor Total:
				100.00
26228	STEINY'S GENERAL STORE	20220510STEI N	SUPPLIES	586.92
				Vendor Total:
				586.92
26229	STRATEGIC AIR & SPACE MUSEUM	20220608STRA T	FIELD TRIP 6/8	360.00
				Vendor Total:
				360.00
26230	STUDENT ASSURANCE SERVICES, INC	20220501STUD	STUDENT COVERAGE	757.50
				Vendor Total:
				757.50
26231	TIMM, PAUL	20220426TIMM	CERTIFICATES	59.02
				Vendor Total:
				59.02
26232	TONJES GLASS	377005	BLUE MINI-WINDSHIELD REPLACEMENT	340.00
				Vendor Total:
				340.00
26233	US BANK EQUIPMENT FINANCE	470978925	COPIER LEASE	415.79
				Vendor Total:
				415.79
26234	VONSEGGERN, VANESSA	20220411VV	NAFME/NMEA	135.00
				Vendor Total:
				135.00
26235	WASTE CONNECTIONS OF NE, INC.	6263878T054	TRASH REMOVAL	580.54
				Vendor Total:
				580.54
26236	WAYNE STATE COLLEGE	20220404WSC	FIELD TRIP 6/20	100.00
				Vendor Total:
				100.00
26237	WEST POINT NEWS	783961	ENVELOPES	163.00
26237	WEST POINT NEWS	783962	ENVELOPES	173.00
				Vendor Total:
				336.00
26238	WINNELSON	374335 01	SUPPLIES	7.23

<u>Check #</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
26238	WINNELSON	374738 01	SUPPLIES	45.30
26238	WINNELSON	375119 01	SUPPLIES	30.35
Vendor Total:				82.88
Fund Total:				42,183.27
Checking Account Total:				42,183.27

Net Payroll	\$173,863.83
Employee Deductions	78,598.93
District SS/Medicare	18,919.80
District Health/Life/HSA	58,103.58
District Retirement	<u>23,922.75</u>
PAYROLL	\$353,408.89
ACCOUNTS PAYABLE	<u>\$ 42,183.27</u>
TOTAL GENERAL FUND EXPENDITURES	\$395,592.16
LUNCH FUND	\$ 25,142.61

Secretary, Board of Education

ATTEST:

President, Board of Education

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into this _____ day of _____, 2022, by and between **WENDY A. JORDAN and HAROLD HANSEN**, Wife and Husband, hereinafter called the (Seller), and **LYONS-DECATUR NORTHEAST SCHOOL DISTRICT NO. 20 of BURT COUNTY, NEBRASKA**, hereinafter called the (Buyer).

WITNESS:

In consideration of the mutual covenants of the parties recited herein, it is mutually agreed as follows:

1. **Property:** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate, located at 455 Pearl St., Lyons, Nebraska, referred to as (the "Property"):

Lots 13 and 14, Block 13, City of Lyons, Burt County, Nebraska

together with all easements, covenants and restrictions now of record against said premises subject to the following reservations and exceptions:

- (a) Seller thereof has a marketable title, in fee simple; and,
- (b) Subject to restrictions, conditions and limitations hereinafter stated.

2. **Price in Payment:** Buyer agrees to pay Seller for property, in cash or by certified check, the sum of Twenty Thousand (\$ 20,000.00) Dollars, as the "purchase price." The purchase price shall be paid in the following manner:

- (a) Twenty Thousand Dollars (\$ 20,000.00) shall be paid by Buyer to Seller, at the time of closing.

3. **Acceptance.** Buyer's agreement to purchase the Property is contingent upon Board approval at a regularly scheduled meeting of the Lyons-Decatur Northeast School Board and Seller agrees to

4. **Title:** If all other agreements for performance by Buyer have been complied with, Seller will execute and deliver to Buyer a Warranty Deed conveying the property in fee simple pursuant to and in conformity with this agreement.

5. **Closing:** The date of closing shall be on or before July 31, 2022.

6. **Possession:** Possession of said premises shall be given to Buyer upon closing.

7. **Title Insurance:** Seller shall obtain a title insurance commitment on the property issued by title insurance company or underwriter who is licensed or authorized to do business in the State of Nebraska. The title insurance commitment will show marketable title to the property in the Seller, and then, if all of said sums of money are paid to Seller pursuant to this agreement, and all other agreements for performance by Buyer have been complied with, Seller will execute and deliver to Buyer a Warranty Deed conveying the property in fee simple pursuant to and in accordance with the terms and conditions of this agreement. Said title insurance commitment shall be furnished to the Buyer or Buyer's attorney fourteen (14) days after the execution of this agreement and shall become the property of the Buyer when the purchase price is paid in full. The expense of a title insurance policy on the property shall be the responsibility of the Buyer.

Buyer shall approve or disapprove title to the property within fourteen (14) days after receipt of the title insurance commitment. If any defect in title is discovered during the examination of the title commitment by either the Buyer or the lender of the Buyer, Buyer shall furnish the Seller with a copy of the opinion which reflects such defect. The Seller shall have a reasonable time to cure such defect and Seller shall bear the expense of curing the same. If efforts to cure any such defect fail, both Seller and Buyer shall have the option to rescind this agreement. In addition to the terms and conditions of this agreement, the Land Law Title of Nebraska and the Title of Standards approved by the Nebraska State Bar Association to the date of examination of title shall serve as a guide to marketability of title. Seller shall pay all costs of additional title work due to acts or omissions of Seller.

9. **Closing Costs:** Seller shall be obligated to provide a Warranty Deed to Buyer. Buyer agrees to pay the cost of preparing the Warranty Deed and Buyer agrees to pay the revenue stamps (transfer tax) and costs of filing the deed. Buyer and Seller shall pay their own respective legal fees and expenses, if any, and the cost of this agreement and closing shall be the responsibility of the Buyer.

10. **Special Assessments:** Seller warrants that the Seller shall pay all special assessments levied or assessed, or special assessment districts that have been created prior to the date of closing.

11. **Taxes:** Real estate taxes for the property prior to and including 2021 taxes, if any, shall be paid by the Seller. Buyer shall be responsible for any real estate taxes due for the year, 2022 and after.

12. **No Real Estate Commission and Finder's Fee:** Buyer and Seller represent that no party was used as an agent or finder to bring about this sale.

13. **Default:** Time is agreed to be of the essence. In the event that Buyer fails to comply with any of the terms hereof for a period of fifteen (15) days after written notice specifying the nature of the default, then Seller may declare a forfeiture of all the rights of Buyer under this agreement and all of Buyer's interest in and to the property. Seller may thereupon take immediate possession of the property and retain all sums previously paid by Buyer under the terms of this agreement. Failure of Seller to exercise any of these remedies at the time of any default shall not operate as a waiver of the right of Seller to exercise any such remedy for the same or any subsequent default any time thereafter. In the event that Seller defaults, Buyer may seek any remedy available at law or in equity. Failure of Buyer to exercise any remedies at the time of any default shall not operate as a waiver of the right of Buyer to exercise any such remedy for the same or any subsequent default any time thereafter.

14. **Condition of the Property:** Buyer hereby acknowledges that Buyer has personally examined the property and personal property prior to entering into this agreement. This agreement is based upon Buyer's personal inspection of the property and personal property and not upon any representation of warranties of condition by the Seller.

15. **Closing Agent:** Buyer and Seller hereby appoint Daniel A. Smith to handle the preparation and filing of the closing documents. The closing fee shall be paid by the Buyer.

16. **Assignment:** This agreement shall not be assigned by either the Buyer or the Seller without the expressed written permission by the other party to the agreement.

17. **Entire Agreement:** This agreement contains the entire terms and conditions of the parties and supersedes any previous agreement. This agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

18. **Counterparts and Transmission of Documents.** This Contract may be signed in counterparts, and each counterpart bearing an original signature shall be considered one document with all other bearing original signature. Also, facsimile or electronic transmission of any signed original document and re-transmission of any signed facsimile or electronic transmission shall be the same as delivery of an original.

19. **Binding Effect; Benefits:** This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this agreement to the contrary, nothing in this agreement, expressed or implied, is intended to confer on any person other than the

parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this agreement.

20. **Notices:** Every notice, demand, request, consent, approval or other communication which the undersigned party has respectively required or desires to give or make or communicate upon or to the others shall be in writing and shall be given or made or communicated by personally delivering same or by mailing same by registered or certified mail, first class postage prepaid to the respective parties at their addresses listed below:

Seller:

Wendy A. Jordan & Harold Hansen
455 Pearl St.
Lyons, NE 68038

Buyer

Lyons-Decatur Northeast Schools
P.O. Box 526
Lyons, NE 68038

20. **Governing Law:** All aspects of this agreement shall be governed by the laws of the State of Nebraska.

SELLER:

BUYER: Lyons-Decatur Northeast School
District No. 20 of Burt County, Nebraska

Wendy A. Jordan

BY: _____
Lisa Christiansen, President
District No. 20 School Board

Harold Hansen

James D. Vlach, Secretary
District No. 20 School Board

STATE OF NEBRASKA)
) ss.
COUNTY OF BURT)

On this _____day of _____, 2022, before me, the undersigned Notary Public in and for said state and county, personally appeared Wendy A. Jordan and Harold Hansen, Wife and Husband, Sellers, to me known to be the identical persons who signed the foregoing Purchase Agreement, and acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF BURT)

On this _____day of _____, 2022, before me, the undersigned Notary Public in and for said state and county, personally appeared Lisa Christiansen, School Board President, and James D. Vlach, School Board Secretary, on behalf of Lyons-Decatur Northeast School District No. 20 of Burt County, Nebraska, to me known to be the identical person who signed the foregoing Purchase Agreement, and acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public

April 27th

Mrs. Lindsey Beaudette
Superintendent
Lyons-Decatur Northeast Schools

Dear Mrs. Beaudette,

Please accept my resignation from my position as, junior high/high school math teacher at Lyons-Decatur Northeast. The decision to leave was not easy as I am emotionally attached to LDNE, however I feel I am making the best choice for myself and my family.

My students have given me a great experience at Lyons-Decatur Northeast. I have appreciated my time with LDNE and have grown from teaching and coaching these last 6 years. I have enjoyed working with this team, and appreciate the opportunities that I have had for personal and professional development.

I wish all students, teachers, and administration at LDNE the very best!

Sincerely,

A handwritten signature in black ink, appearing to read "Megan A. Sovde". The signature is fluid and cursive, with the first name "Megan" being the most prominent part.

Megan Sovde

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AGREEMENT FOR COOPERATIVE SPONSORSHIP:

Guidelines for Cooperative Sponsorships (PDF)

Is this a **NEW** Cooperative Sponsorship or a **RENEWAL** of an existing Cooperative Sponsorship?

NEW RENEWAL

This Agreement is made between/among the School Boards of:

School District No. 20, Bancroft-Rosalie, Nebraska and

School District No. 11, Lyons-Decatur Northeast, Nebraska.

The parties agree as follows:

1. **Joint Application.** The above-named governing boards shall jointly make an application to the Nebraska School Activities Association (NSAA) Board of Directors before (July 1 for fall activities, September 1 for winter activities or January 1 for spring activities) **2022**, for approval for cooperative sponsorship of a joint high school program.

Please check the activity or activities for which the above-named governing boards are applying for cooperative sponsorship.

FALL	<input type="checkbox"/> FB6	<input type="checkbox"/> FB8	<input type="checkbox"/> FB11	<input type="checkbox"/> VB	<input type="checkbox"/> BCC	<input type="checkbox"/> GCC	<input type="checkbox"/> GGO	<input type="checkbox"/> BTE	<input type="checkbox"/> SB	<input type="checkbox"/> UBO
WINTER	<input type="checkbox"/> BSW	<input type="checkbox"/> GSW	<input checked="" type="checkbox"/> WR	<input type="checkbox"/> WR_G	<input type="checkbox"/> BBB	<input type="checkbox"/> GBB	<input type="checkbox"/> BBO	<input type="checkbox"/> GBO	<input type="checkbox"/> PP	<input type="checkbox"/> SP
SPRING	<input type="checkbox"/> DE	<input type="checkbox"/> BA	<input type="checkbox"/> BTR	<input type="checkbox"/> GTR	<input type="checkbox"/> GTE	<input type="checkbox"/> BGO	<input type="checkbox"/> BSO	<input type="checkbox"/> GSO		
OTHER	<input type="checkbox"/> UTR	<input type="checkbox"/> VM	<input type="checkbox"/> IM							
	<input type="checkbox"/> JO									

hereinafter "combined program," for students attending the above-named schools for years:

- 2022-2023
- 2023-2024
- 2024-2025

(Check all school years to be covered. Cooperative Sponsorship Agreements must be for a minimum of two years.)

2. **Purpose.** The purposes for the above-named boards agreeing to apply for authority to cooperatively sponsor the combined program are as follows: (Specify conditions which have prompted the Boards to agree.)

- a. To provide opportunities for the team to fill more weight classes and be competitive in dual meets.
 - b.
 - c.
 - d.
3. **Agreement to Cooperate.** If the joint application is approved by the NSAA Board of Directors, the above-named governing boards agree that they will cooperatively sponsor the combined program in the school years specified, provided that nothing in this provision shall be deemed to require that the governing boards offer that combined program at all in any particular year.
4. **Terms and Conditions of Cooperative Sponsorship.** Any combined program shall be cooperatively sponsored upon the following terms and conditions:
- a. **Team Name, Mascot and Team Colors.** The team shall be known as BRLD (Name), Wolverines (Mascot), with School District No. 20 serving as host school district. The team colors are Black, UCLA Blue, & Gold.
 - b. **Contracts.** Except as otherwise provided herein, contracts related to the cooperatively sponsored team with groups such as referee associations, with individuals, or with other schools or school districts, shall be made by the governing board of School District No. 20, after consultation with the governing board of the cooperating school district. **In the event this co-op qualifies for reimbursement for any state championships, the check should be written to the head school.**
 - c. **Allocation of Costs.** All costs of the combined program shall be allocated between/among the parties in the manner indicated below for each expenditure category listed:
 - I. Expenses for transportation, including daily transportation of participants to and from practice sessions and contests. (Specify method of allocation.)
Split equally
 - II. Expenses for transportation to "away contests." (Specify method of allocation.)
Split equally
 - III. Expenses for spectator buses. (Specify method of allocation.)
Split equally
 - IV. Expenses for facilities, lights, heating, showers, towels, laundry, etc., of the host school, including maintenance of practice and competitive facilities. (Specify method of allocation.)
Split equally
 - V. Expenses for banquets and awards. (Specify method of allocation.)
Split equally
 - VI. Expenses for scouting, coaches' meetings and workshops. (Specify method of allocation.)
Split equally
 - VII. Expenses for payment of referees and other personnel necessary to stage the event. (Specify method of allocation.)
Split equally

VIII. Expenses for purchasing of supplies and equipment. (Specify method of allocation.)

Split equally

IX. Expenses for salary and fringe benefit costs for coaches and other activity personnel. (Specify method of allocation.)

Split equally

X. Other expenses. (Specify method of allocation.)

Split equally

In the event that the allocation of an expenditure item is not specified above, the costs of that item shall be shared EQUALLY between/among the cooperating parties.

d. Allocation of Gate Receipts. Funds from gate receipts shall be divided by the parties after payment of referees and other personnel in the following manner: (Specify method of allocation.)

Split equally

In the event the gate receipts are insufficient to make the payments, the parties shall make up the difference in the following manner: (Specify method of allocation.)

Split equally

e. Concessions. The provision of concessions at home contests shall be the responsibility of the home location school, and concession revenues shall not be covered by the provisions of this Agreement unless the parties specifically agree to the contrary herein.

f. Utilization of Resources. Personnel in charge of the program shall make every attempt to utilize the resources of each of the cooperating schools, such as equipment and uniforms.

g. Employment of Personnel.

I. The head coach of the combined program shall be employed by the school board of School District No. 20.

II. Other joint program personnel, if any, shall be employed as follows:

POSITION	EMPLOYER
Head Coach	Bancroft-Rosalie
Assistant Coach	Bancroft-Rosalie
Junior High Coach	Bancroft-Rosalie

III. Recommendations for employment of personnel by each board shall be in accordance with the board's policies.

IV. Coaches and other personnel employed by a school district shall meet applicable state requirements.

h. Control and Supervision of Programs and Participants. The control and supervision of a combined program, and of the behavior of student participants in the program, shall be the responsibility of the

host school district.

The control and supervision of student participants while in transport to and from the host school district shall be the responsibility of the home school district.

5. **Interdistrict Advisory Board.** An Interdistrict Advisory Board may be formed from members of the schools to work on the improvement of the various co-sponsored programs.
6. **Resolution of Disputes.** Any disputes relating to this Agreement, or items in this Agreement requiring clarification, will be investigated by the school superintendents from each school, and they will present their findings and recommendations to their respective boards.
7. **Term, Dissolution.** The term of this Agreement shall be for school years and . The Agreement shall terminate at the end of the last school year specified, unless extended by mutual agreement. If the parties determine to extend the Agreement beyond the period specified, they agree to submit a "Cooperative Program Renewal Agreement" form to the NSAA Board of Directors prior to July 1 for fall activities, September 1 for winter activities and January 1 for spring activities, preceding the school year or season in which the co-op program is to be implemented. If the parties determine to dissolve the Agreement at an earlier date, they agree to submit a request in writing from both schools signed by the Superintendent and Board Chairperson prior to July 1 for fall activities, September 1 for winter activities, and January 1 for spring activities. If the early dissolution of the Agreement is not approved, the combined program must be offered cooperatively, or not at all, during the remaining terms of the Agreement.
8. **Liability Insurance.** Nothing contained in this Agreement shall relieve any party to this Agreement from liability for its negligence or that of its officer, agents and employees. Each party shall carry a minimum liability insurance limit in the amount of \$5,000,000 for any one liability occurrence and carry a minimum aggregate liability insurance limit of \$5,000,000 for any accumulation of separate liability occurrences that may occur during the insured policy period. The policy shall name the officers, agents and employees of the other party as named insured. Each party shall provide the other party with a certificate evidencing such insurance coverage.

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