

BOX BUTTE COUNTY SCHOOL DISTRICT #07-0010
HEMINGFORD PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING AGENDA
Monday, November 10, 2025
South Campus

The Board of Education of School District 07-0010 will meet on Monday, November 10, 2025 in the South Campus as duly advertised in the Alliance Times-Herald.

- I. Pledge of Allegiance
- II. Notices
- III. Call Meeting to Order
 - III.A. Roll Call
 - III.B. Excuse Absent Board Member(s)
- IV. Report from Board Committee(s)
- V. Regular Meeting Agenda
 - V.A. Recognition of Student Achievement (Bobcat Excellence)
 - V.B. Public Participation (Maximum of 30 Minutes Allotted for this Portion of the Meeting)
 - V.C. Correspondence
 - V.D. Consent Agenda
 - Approve Minutes of Prior Meeting(s)
 - Approve Treasurer's Report
 - Approve School Activity Fund Report
 - Approve Control Budget
 - Report Required by State Statute 79-506
 - V.E. Payment of Claims
 - V.F. Discuss, Consider, and Take All Necessary Action Regarding a Presentation by Diedre Budahl with Casey Peterson, LTD (via Zoom) and Receipt of the School District's 2024-2025 Fiscal Year Audit
 - V.G. Discuss, Consider, and Take All Necessary Action Regarding Presentation of Proposed Facility Concepts Presented by Jack Baker (JEO)
 - V.H. Discuss, Consider, and Take All Necessary Action Regarding Presentation of Proposed Facility Concept Construction Costs Presented by Mr. Scott Kralik (BD Construction)
 - V.I. Discuss, Consider, and Take All Necessary Action Regarding a Resolution to Join the Nebraska Educational Building Association (NEBA) by Entering Into the Interlocal Agreement for such Entity for the Purposes of Leasing School Facilities, and Appointment of a District Representative to serve on the NEBA Board.
 - V.J. Discuss, consider, and Take All Necessary Action Regarding a Resolution to Enter into a Site Lease in favor of NEBA for Construction of School Buildings/Facilities to be owned by NEBA on land owned by the District, and a Lease by the District of such School Building/Facilities from NEBA, and related matters; and Review (but not approval) of Related NEBA Documents, including expected Indenture and Deed of Trust by NEBA pledging such School Building/Facilities.
 - V.K. Discuss, Consider, and Take All Necessary Action Regarding the Acceptance of Certificated Staff Retirement at the end of the 2025-2026 School Year
 - V.L. Discuss, Consider, and Take All Necessary Action Regarding Second Reading for Adoption of the Following Policies: Proposed Revised Policy 201.01R1, Proposed Revised Policy 203.06, Proposed Revised Policy 204.08, Proposed Revised Policy 204.10, Proposed Revised Policy 204.12, Proposed Revised Policy 301.04, Proposed Policy 301.04R1, Proposed Policy 301,04E1, Proposed Revised Policy 403.05, Proposed Policy

411.53R1, Proposed Policy 504.01, Proposed Policy 704.06, Proposed Revised Policy 1005.01

V.M. Discuss, Consider, and Take All Necessary Action Regarding First Reading of the Following Policies: Proposed Policy 801.04R1

V.N. Discuss, Consider, and Take All Necessary Action Regarding Conducting Evaluation of the Superintendent

- VI. Discussion/Possible Action Items
- VII. Student Board Representative Report
- VIII. Administration Reports
- IX. Superintendent Report
- X. Policy Review
- XI. Items For Next Board Meeting
- XII. Adjournment



Welcome to the Hemingford Public Schools Board of Education Meeting.

The board welcomes citizens to attend board meetings to become acquainted with the programs and operations of the district. Members of the public are also encouraged to share their ideas and opinions with the Board during the agenda item labeled "Public Comment". Comments or questions from the audience at any other time during the meeting except for the agenda item "Public Comment" will be declared out of order.

School board meetings are a meeting held in public; however, the meetings are not public meetings.

TALKING POINTS FOR BOARD MEETING
3 MINUTES PER INDIVIDUAL/30 MINUTES ON TOPIC
The board chair will recognize these individuals to make their comments at the appropriate time. Only those speakers recognized by the board chair shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments, or other individuals causing disruption may be asked to leave the board meeting.

The purpose of public participation is a forum for the public to provide information and be heard by the members of the board. By law, the board is not allowed to respond, discuss, or take action on items that are not included in the published agenda.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the **Thursday** preceding a Monday night meeting. (Per policy # 0204.12)

*If you want to speak, you must fill out a Public Comment Request Card. When you have completed this, please submit the card to the superintendent. The cards will be numbered as they are received by the superintendent. You will be called on, by the board president, according to the number on your completed Public Comment Request Card. The board president will signal when the speaker has 30 seconds remaining.

*By law, you must state your name, address, and we ask that you state the topic you are addressing, before you begin.

*If you are planning to speak about personnel or student matters involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members **may not** respond to any questions you ask or comments you make about individual staff members or students.

+++++tear off+++++tear off+++++tear off+++++

Number	
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Hemingford School District—Board of Education
Public Comment Request Card
Name:
District resident: <input type="checkbox"/> Yes <input type="checkbox"/> No
Address:
City/State/Zip Code:
Agenda Item or Topic to address:
Signature:

Standard Procedures for Executive (Closed) Session Hemingford Public Schools Board of Education

[Closed Session Procedures \(Checklist\)](#)

[Reference/Background Information](#)

[Before the Meeting](#)

[Identify Lawful Purpose\(s\) for Closed Session](#)

[Make a Proper Motion in Open Session](#)

[Vote on the Motion \(In Open Session\)](#)

[Conduct the Closed Session Properly](#)

[Return to Open Session and Record in Minutes](#)

[Document Compliance:](#)

[Formal Action:](#)

Closed Session Procedures (Checklist)

- Make a proper motion in open session
 - Specific subject matter – A brief description of the topic to be discussed **and**
 - Stated purpose – A statement of which section of the Nebraska Open Meetings Act applies
 - protection of the public interest; **or**
 - prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting.
- Vote on the motion in open session)
- The Presiding Officer restates the limitation of the closed session
- Record the time going to the closed session
- The Board locks/leaves all electronic devices and proceeds to the school library
- Conduct the closed session properly
- Return to South Campus
- The Presiding Officer declares return to open session,
- The Presiding Officer restates the limitations of the closed session
- Record the time returning to open session
- If necessary, take formal action and vote in open session

Reference/Background Information

Before the Meeting

- Confirm whether the planned subject matter is eligible for a closed session under Nebraska law. (e.g., superintendent or board president consultation with legal counsel).
- Prepare a brief summary of the topic to be cited in the motion.

Identify Lawful Purpose(s) for Closed Session

- Under the Nebraska Open Meetings Act, a public body (such as a school board) may convene in closed (executive) session only for specific, lawful purposes. Closed/Executive Session must be clearly necessary to ensure:
 - protection of the public interest; or
 - prevention of needless injury to the reputation of an individual and if such an individual has not requested a public meeting.
- Common reasons include:
 - Strategy sessions with respect to litigation, real estate purchases, pending or imminent.
 - Discussion regarding collective bargaining negotiations.
 - Discussion regarding the evaluation or job performance of a staff member (like the Board evaluation of the Superintendent), or for the prevention of needless injury to an individual's reputation (if that individual has not requested an open meeting).
 - Discussion concerning security personnel or devices.

Make a Proper Motion in Open Session

- Before moving into a closed session, a board member must make a motion in open session. The motion should include:
 - Specific Subject Matter – A brief description of the topic to be discussed (e.g., “to discuss litigation strategy regarding the [XYZ] lawsuit,” “to discuss negotiations with the local teachers’ association,” etc.) and
 - Stated Purpose – A statement of which section of the Nebraska Open Meetings Act applies (e.g., “to prevent needless injury to the reputation of a staff member” if evaluating job performance).
 - Example: “I move to go into closed session to discuss negotiations (subject matter) for the protection of the public’s interest (reason necessitating the closed session).” “I move to go into closed session to discuss a performance evaluation to protect the reputation of an individual and that individual has been notified and has not requested a public meeting.”

Vote on the Motion (In Open Session)

- Once the motion is made, the board president (or presiding officer) must call for a vote in open session.
- A majority of board members present must vote in favor of the motion for the board to legally enter closed session.

- The vote must be recorded in the meeting minutes.
- If the motion to close passes, the presiding officer shall restate for the record the limitation of the subject matter of the closed session immediately and prior to moving into closed session.
- Make a note of the time the board entered closed session (Board meeting minutes must include the entire motion, the vote of each member, time in which the closed session started and ended.)

Conduct the Closed Session Properly

- Board Members will close/lock any laptops and will leave their cell phones and any other media or recording devices at South Campus.
- The Board will move to another location to conduct closed sessions (typically the school library in the elementary school).
- Admit Only Necessary Individuals: During the closed session, typically, the board members, required staff (e.g., superintendent, board secretary), legal counsel, or others with relevant input may remain present. Anyone not necessary for the closed-session discussion is welcome to remain at South Campus until the board returns to open session.
- Discuss Only the Announced Topic: The board must limit the discussion strictly to the purpose(s) identified in the motion. Venturing into unrelated topics violates the Open Meetings Act.
- No Formal Action: The board cannot take final action (e.g., vote to approve a policy) during the closed session. Any vote or final decision must be conducted in open session.
- If, during the closed session, a member believes the discussion has strayed away from the reason or motion for the closed session, the board member may challenge the continuation of the closed session. If the board member believes the discussion is inappropriate, next steps:
 - If a challenge is made, the board will return to open session, note the time, and vote in public.
 - If a majority of the board members vote against the challenge to terminate [i.e., motion failed], the board will return to the closed session referencing the original motion to enter closed session, note the time, and continue.
 - If the challenge is made, it shall be reflected in the minutes, and it will list how each member voted.
 - If a challenge is made by a member and the board votes against it, the member making the motion should consider leaving the meeting if he/she believes the board is discussing material that is not relevant to the reason for the closed session. The board member may also return to the closed session.

Return to Open Session and Record in Minutes

- When the board finishes its closed-session discussion:
 - Reconvene in Open Session: The board president (or presiding officer) announces the end of the closed session, restates the limitations of the closed session, and reconvenes the open meeting.
 - Record the Time: The start and end times of the closed session must be noted in the minutes.

Document Compliance:

- The minutes should reflect:
 - The motion to go into closed session, including who made and seconded it.
 - The vote (roll call or otherwise) on the motion.
 - The statutory reason for the closed session.
 - The start time of the closed session and the end time when the board returned to open session.

Formal Action:

- If any formal action (e.g., a decision or vote) results from the closed-session discussion, that action must be taken in the open session so that it is publicly recorded.

2024

American Civics/Curriculum : Cullan, Randolph, Votruba

Finance : Randolph, Ansley, Cullan

Negotiations : Ansley, Schumacher, Votruba

Transportation : Horstman, Cullan, Ansley

Building and Grounds : Schumacher, Randolph, Horstman

HEMINGFORD PUBLIC SCHOOLS

Board Committee Report

Date of Report:

Committee:

Items Reviewed Discussed:

Information for the Full Board:

Recommendations to the Full Board:



Hemingford Public Schools

Annual Board of Education Calendar

Month	Budget	Curriculum	Personnel	Policy	Board Development	Other
January 5:00 PM			<ul style="list-style-type: none"> • Approve Negotiated Agreement with HEA (Upon Mutual Acceptance) • Appoint Superintendent as Authorized Representative for Federal, State, and Local Matters. 	<ul style="list-style-type: none"> • Adopt Board and Superintendent Goals • Review Board Member Code of Ethics • Review/Revise Policies 	<ul style="list-style-type: none"> • Discussion and/or Appointment of Board Committees • NASB Legislative Issues Conference • Community Engagement Session • Board Retreat/Workshop • Strategic Plan Review/Board Self-Assessment 	<ul style="list-style-type: none"> • Oath of Office • Board Officer Elections • Designate Depository • Designate Legal Firm • Designate Treasurer • Designate Auditor for the District • Review Report Required by State Statute 79-506
February 5:00 PM		<ul style="list-style-type: none"> • Review Report on Multicultural Education 	<ul style="list-style-type: none"> • Approve Negotiated Agreement with HEA (Upon Mutual Acceptance) 	<ul style="list-style-type: none"> • Review/Revise Policies 	<ul style="list-style-type: none"> • NASB Presidents' Retreat 	<ul style="list-style-type: none"> • Monitor Proposed Legislation
March 7:00 PM	<ul style="list-style-type: none"> • Review State Aid Certification (When Available) • Establish Technology Budget for Following Year 	<ul style="list-style-type: none"> • Curriculum Committee Review of Curriculum Materials Proposed for Adoption (as needed) • Committee on American Civics Meeting 	<ul style="list-style-type: none"> • Establish Salaries for Administrators • Approve Negotiated Agreement with HEA (Upon Mutual Acceptance) 	<ul style="list-style-type: none"> • Adopt Resolution Pertaining to Non-Resident Students • Review/Revise Policies 	<ul style="list-style-type: none"> • NRCSA Spring Conference 	<ul style="list-style-type: none"> • Discuss School Calendar • Monitor Proposed Legislation
April 7:00 PM	<ul style="list-style-type: none"> • Review State Aid Certification (When Available) 	<ul style="list-style-type: none"> • Consider Adoption of Curriculum and/or Textbooks for Subsequent Year 		<ul style="list-style-type: none"> • Review/Revise Policies 		<ul style="list-style-type: none"> • Adopt School Calendar • Review Report Required by State Statute 79-506
May 7:00 PM	<ul style="list-style-type: none"> • Review State Aid Certification (When Available) 	<ul style="list-style-type: none"> • Review Statewide Assessment Results (Writing) 		<ul style="list-style-type: none"> • Review/Revise Policies 	<ul style="list-style-type: none"> • Attend Graduation Ceremony 	

Hemingford Public Schools

Annual Board of Education Calendar

Month	Budget	Curriculum	Personnel	Policy	Board Development	Other
June 7:00 PM		<ul style="list-style-type: none"> Year End Assessment and Curriculum Review Review School Improvement Plan Committee on American Civics Meeting 	<ul style="list-style-type: none"> Superintendent Evaluation (end of year) 	<ul style="list-style-type: none"> Review Bullying Prevention Policy Approve Student, Athletic, and Staff Handbooks 	<ul style="list-style-type: none"> Board Self-Assessment and Goal Planning NASB School Law Seminar 	
July 7:00 PM	<ul style="list-style-type: none"> Budget Committee Work Session Review Budget Authority and Allowable Reserve Percentage Certification 	<ul style="list-style-type: none"> Review Summer School Program Report 		<ul style="list-style-type: none"> Student Fees Policy Parent Involvement Policy 	<ul style="list-style-type: none"> NASB School Finance Workshop Review NASB Board Awards of Achievement NASB School Law Workshop 	<ul style="list-style-type: none"> Adopt Board Goals Review Report Required by State Statute 79-506
August 7:00 PM	<ul style="list-style-type: none"> Review Proposed Budget Review Certifications of District's Assessed Valuation 				<ul style="list-style-type: none"> NASB Area Membership Meeting 	<ul style="list-style-type: none"> Facilities Tour
September 7:00 PM	<ul style="list-style-type: none"> Budget Hearing Adopt Budget Tax Request Hearing Approve Tax Request for Fund Levies 	<ul style="list-style-type: none"> Review ACT Results Review School Improvement Plan Review Statewide Assessment Results (Reading, Math, Science) 	<ul style="list-style-type: none"> Consider HEA Request for Recognition as Bargaining Agent (if delivered to Board) 		<ul style="list-style-type: none"> NASA/NASB Labor Relations Conference 	<ul style="list-style-type: none"> Review Statewide Assessment Results (when available)
October 7:00 PM	<ul style="list-style-type: none"> Review Fall Enrollment Figures Prepare for Negotiations 		<ul style="list-style-type: none"> Consider HEA Request for Recognition as Bargaining Agent 			<ul style="list-style-type: none"> Review Annual Emergency Safety Plan Review Report Required by State Statute 79-506
November 5:00 PM	<ul style="list-style-type: none"> Audit Committee Review of Audit Report 	<ul style="list-style-type: none"> Review District Annual Report 	<ul style="list-style-type: none"> Distribute/Complete Superintendent Evaluation Begin Negotiations 		<ul style="list-style-type: none"> NASB/NASA State Education Conference 	
December 5:00 PM	<ul style="list-style-type: none"> Approve Fiscal Year Audit Report 	<ul style="list-style-type: none"> Review School Improvement Plan 	<ul style="list-style-type: none"> Approve Negotiated Agreement with HEA (Upon Mutual Acceptance))	<ul style="list-style-type: none"> Host Board/Staff Recognition Dinner

Hemingford Public Schools Annual Board of Education Calendar

Month	Budget	Curriculum	Personnel	Policy	Board Development	Other
	(November or December)		<ul style="list-style-type: none">• Superintendent Evaluation			

Revised February 2023

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Number	
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Hemingford School District—Board of Education
Public Comment Request Card
Name:
District resident: Yes No
Address:
City/State/Zip Code:
Agenda Item or Topic to address:
Signature:

Report Required by State Statute 79-506

Regarding Board Member Purchase of Health Insurance

Hemingford Public Schools

One member of the Board of Education currently participates in the District's health insurance program. Trish Schumacher is a participant.

Trish Schumacher pays the full cost of the insurance in accordance with State Statute 79-506. There is no cost to the district associated with her participation in this program.

BOX BUTTE COUNTY SCHOOL DISTRICT 07-0010
HEMINGFORD PUBLIC SCHOOLS
HEMINGFORD, NEBRASKA

October 13, 2025
Board of Education Regular Meeting Minutes

A regular meeting of the Board of Education of School District 07-0010 was called to order at 7:01 PM at South Campus by Justin Ansley. Notice of the meeting was given in advance through the Alliance Times-Herald. Board members were notified in advance of the meeting.

Justin Ansley: Present, Brett Cullan: Present, Rick Horstman: Absent, Blanche Randolph: Present, Trish Schumacher: Present, Micki Votruba: Present.

Motion by Trish Schumacher to excuse absent board members Rick Horstman Seconded by Blanche Randolph Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Absent, Randolph: Aye, Schumacher: Aye, Votruba: Aye 5-0 Motion carried

Motion by Brett Cullan to approve the Consent Agenda Seconded by Micki Votruba Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Absent, Randolph: Aye, Schumacher: Aye, Votruba: Aye 5-0 Motion carried

Motion by Blanche Randolph claims for October be approved as presented in the amount of General Fund:\$101,844.81, Building Fund:\$39,184.99 Seconded by Brett Cullan Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Absent, Randolph: Aye, Schumacher: Aye, Votruba: Aye 5-0 Motion carried

Motion by Brett Cullan Authorize Kristine Benda, PhD Candidate with the University of Nebraska Medical Center to Conduct a Study of Peer-to-Peer Recognition of Internalizing Behavior with Voluntary Participation/Cooperation as Agreed to by Parents and Students Seconded by Justin Ansley Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Absent, Randolph: Aye, Schumacher: Aye, Votruba: Aye 5-0 Motion carried

Motion by Blanche Randolph Approve the Emergency Operations Plan as reviewed Seconded by Micki Votruba Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Absent, Randolph: Aye, Schumacher: Aye, Votruba: Aye 5-0 Motion carried

Motion by Blanche Randolph Approve first reading of the following policies: Proposed Revised Policy 201.01R1, Proposed Revised Policy 203.06, Proposed Revised Policy 204.08, Proposed Revised Policy 204.10, Proposed Revised Policy 204.12, Proposed Revised Policy 301.04, Proposed Policy 301.04R1, Proposed Policy 301,04E1, Proposed Revised Policy 403.05, Proposed Policy 411.53R1, Proposed Policy 504.01, Proposed Policy 704.06, Proposed Revised Policy 1005.01 Seconded by Justin Ansley Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Absent, Randolph: Aye, Schumacher: Aye, Votruba: Aye 5-0 Motion carried

Student board representative report was provided by Dakota Horstman.

Administrative reports were provided by Mr. Arneson, Mrs. Plog, Mr. Redden, Mr. Westover, Mrs. Hanks, and Dr. Miller.

Policy review for the month was conducted for policies in the 200.00 through 204.01 in the 200 series. The board will review policies 204.02 through 206.05 (end of the 200 series) for next month.

Meeting was adjourned at 8:32 PM.

The next regular meeting of the Hemingford Board of Education will be held on November 10th at 5:00 PM at South Campus.

Dr. Travis Miller
Superintendent

Blanche Randolph
Board Secretary

GENERAL FUND INVOICES/CLAIMS:

21ST CENTURY EQUIPMENT, 136.32, A & T ELECTRIC, 633.78, ACTION COMMUNICATIONS INC./DBA C&R ELEC, 3,430.00, ADAMSON AUTOMOTIVE, 11,747.29, ALLIANCE TIMES HERALD, 268.40, AMAZON, 4,198.30, B & C STEEL CORP., 116.02, BLACK HILLS ENERGY, 500.97, BOMGAARS, 269.99, BUD'S PEST CONTROL, 225.00, CALEB PIANO TUNING, 260.00, CHROMEBOOK PARTS.COM, 83.96, CODECADEMY, 719.64, CRESCENT ELECTRIC SUPPLY CO., 312.71, CULLIGAN WATER CONDITIONING, 247.55, DARREN'S CARQUEST AUTO PARTS, 119.66, DAS STATE ACCOUNTING - CENTRAL FINANCE, 953.61, EAKES OFFICE SOLUTIONS, 187.42, ED PUZZLE, 11.50, EDUCATIONAL SERVICE UNIT #13, 5,839.15, EPS OPERATIONS, LLC, 859.76, FISHER ROOFING, 500.00, FUEL TRIPS- ELAN, 71.53, H & H SANITATION, 150.00, HARBOR FREIGHT, 19.90, HEMINGFORD CO-OP TELEPHONE CO, 1,812.54, HEMINGFORD CREDIT UNION, 200.00, HEMINGFORD MUNICIPAL UTILITIE, 15,055.32, HOLIDAY INN EXPRESS & SUITES LNK AIRPORT, 321.00, HOLIDAY INN EXPRESS -- KEARNEY, 159.00, HOMETOWN LEASING, 365.83, HOUGHTON MIFFLIN HARCOURT PUBLISHING, 481.52, IDEAL LINEN AND UNIFORM, 269.84, IDEAL/BLUFFS FACILITY SOLUTIONS, 832.05, INNOVATIVE OFFICE SOLUTIONS, LLC, 1,291.20, INTERNATIONAL ACADEMY OF EDUCATIONAL LDERS, 125.00, IXL LEARNING, 1,266.00, JACKS REFRIGERATION SERVICE, 664.81, JW PEPPER & SON, INC, 481.09, KARNEY, GORDON, 130.20, KIMBALL MIDWEST, 902.13, KSB School Law PC, LLO, 200.00, LEGACY COOP, 17.39, LIFE TRACK SERVICES, 496.00, LINCOLN JOURNAL STAR, 31.99, LISA BRIGGS, OT, LLC, 3,508.80, LORE, MIKAELA, 125.68, MAILCHIMP, 13.00, MC SIGNS AND DECALS, 5.35, MCGRAW-HILL, LLC, 224.05, MIDWEST TECHNOLOGY PRODUCTS, 70.80, MOBIUS COMMUNICATIONS CO, 735.00, NE COUNCIL OF SCHOOL ADMINISTRATORS, 430.00, NE STATE FIRE MARSHAL/BOILER INSPECTION, 72.00, NEBRASKA DEPT OF EDUCATION, 375.00, NEBRASKA LIBRARY COMMISSION, 500.00, NEBRASKA SCHOOLMASTERS CLUB, 40.00, NEBRASKA WESLEYAN UNIVERSITY, 950.00, NSASSP REGION V ELEMENTARY PRINCIPALS, 60.00, NSASSP REGION V PRINCIPALS, 60.00, OMNIFY BENEFITS, 105.10, ONE SOURCE BACKGROUND CHECK CO, 20.00, OUTLAW PRINTERS, 256.40, PANHANDLE PARTNERSHIP, 240.00, PAT'S CREATIVE, 1,992.58, PRAIRIE STORAGE CONTAINERS, 150.00, QUICKCARE MEDICAL SERVICES, 375.00, QUILL CORPORATION, 409.36, RABEN'S MARKET, 658.59, RASMUSSEN MECHANICAL SERVICES, INC., 1,748.03, ROBERTS ELECTRIC INC., 1,106.81, ROCKY MOUNTAIN AIR SOLUTIONS, 38.15, SAX ALLEY, 719.00, SCRIPPS NATIONAL SPELLING BEE, 398.00, SOAR PEDIATRIC THERAPY, LLC, 2,048.53, SORENSEN PLUMBING, LLC, 1,180.00, SPARQ DATA SOLUTIONS, 2,500.00, SUBWAY, 177.43, TALACKO SAFETY SOLUTIONS, 680.00, TCI, 244.00, TEACHING STRATEGIES, LLC, 403.50, TJGCONSULTING, 8,730.00, TREASURED GROUNDS, 588.50, TRITLE PLUMBING, 5,463.90, U.S. POSTAL SERVICE, 9.99, VERNIER SOFTWARE AND TECHNOLOGY, 406.60, WALMART, 212.44, WESTCO, 6,321.85, WESTERN NE ADMINISTRATORS, 150.00, WPCI, 376.00, **TOTAL, 101,844.81**

BUILDING FUND INVOICES/CLAIMS:

FIRE AND ICE MECHANICAL, 8,900.00, MORFORD'S DECORATING CENTER, 30,284.99, **TOTAL, 39,184.99**

BOX BUTTE COUNTY SCHOOL DISTRICT 07-0010
HEMINGFORD PUBLIC SCHOOLS
HEMINGFORD, NEBRASKA

October 20, 2025
Board of Education Work Session Minutes

A work session meeting of the Board of Education of School District 07-0010 was called to order at 1:00 PM at South Campus by Trish Schumacher. Notice of the meeting was given in advance through the Alliance Times-Herald. Board members were notified in advance of the meeting.

Justin Ansley: Absent, Brett Cullan: Present, Rick Horstman: Absent, Blanche Randolph: Present, Trish Schumacher: Present, Micki Votruba: Present.

Motion by Blanche Randolph to excuse absent board members Justin Ansley and Rick Horstman. Seconded by Brett Cullan Roll Call: Ansley: Absent, Cullan: Aye, Horstman: Absent, Randolph: Aye, Schumacher: Aye, Votruba: Aye 4-0 Motion carried.

The board conducted a work session regarding facilities improvement concepts, planning, financing, and construction with Jack Baker, Kelly Miles, Andy Forney, Austin Larsen, and Scott Kralik.

Meeting adjourned at 2:33 PM.

Dr. Travis Miller
Superintendent

Blanche Randolph
Board Secretary

HEMINGFORD PUBLIC SCHOOLS
November 10, 2025

GENERAL FUND:

Statement Balance 10-31-25	\$ 1,245,844.03
G/F MM Statement Balance 10-31-25	\$ 2,204,824.94
3 Month CD-2094 Mat. 01-29-26	\$ 327,404.33
3 Month CD-0776 Mat. 11-28-25	\$ 327,943.45
3 Month CD-0962 Mat. 12-27-25	\$ 327,500.32
- Outstanding Checks	\$ 70,762.57

Balance 10-31-25 \$ 4,362,754.50

+ October Tax Receipts	\$ 64,140.97
+ State Aid	\$ 122,378.80

Subtotal \$ 4,549,274.27

November Bills: \$ 101,528.50	
November Payroll: \$ 578,384.15	
- Total November Expenses	\$ 679,912.65

General Fund Balance: \$ 3,869,361.62

BUILDING FUND:

Statement Balance 10-31-25	\$ 438,697.17
Liquid Asset Fund (\$1,495.59 Dividend)	\$ 461,411.43
3 CD's : 6 Month CD-2604 Mat. 04-30-26	\$ 888,169.07
3 Month CD-0954 Mat. 12-27-25	\$ 545,833.88
3 Month CD-0784 Mat. 11-28-25	\$ 546,572.43
October Tax Receipts:	\$ 2,438.49
- Outstanding Checks	\$ 34,045.00

Building Fund Balance: \$ 2,849,077.47

QCPUF:

Statement Balance 10-31-25	\$ 5,705.78
6 Month CD-3422 Mat. 3-16-26	\$ 68,500.00
October Tax Receipts:	\$ 607.97

QCPUF Fund Balance: \$ 74,813.75

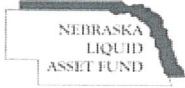
Additional Non-Taxing Funds with Certificates of Deposit:

EBF:

Statement Balance 10-31-25	\$ 2,620.78
6 Month CD-3414 Mat. 3-16-26	<u>\$ 85,000.00</u>
EBF Balance:	<u><u>\$ 87,620.78</u></u>

DEPREC FUND:

Statement Balance 10-31-25	\$ 2,730.16
3 Month CD-3406 Mat. 12-16-25	<u>\$ 299,800.00</u>
Depreciation Fund Balance:	<u><u>\$ 302,529.06</u></u>



Account Statement

For the Month Ending **October 31, 2025**

Hemingford Public Schools - Hemingford Public Schools - 9300699

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
NLAF					
Opening Balance					461,411.43
10/31/25	11/03/25	Accrual Income Div Reinvestment - Distributions	1.00	1,516.62	462,928.05
Closing Balance					462,928.05

	Month of October	Fiscal YTD September-October		
Opening Balance	461,411.43	459,915.84	Closing Balance	462,928.05
Purchases	1,516.62	3,012.21	Average Monthly Balance	461,460.35
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	3.87%
Check Disbursements	0.00	0.00		
Closing Balance	462,928.05	462,928.05		
Cash Dividends and Income	1,516.62	3,012.21		

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2025 - 11/2025

Regular; Beginning Month 09/2025; Processing Month 11/2025; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	FUND BALANCE	729,592.06	0.00	0.00	(729,592.06)	0.00
05 704 1010	ATHLETICS / ACTIVITIES	(386,032.54)	11,686.77	395,502.54	41,437.31	39,220.54
05 704 1015	UNIFORMS	(7,000.00)	5,698.83	7,000.00	12,419.90	6,721.07
05 704 1020	ATHLETIC CLUB / CONCESSION STAND	0.00	4,905.56	5,662.13	5,547.23	6,303.80
05 704 1025	RANDOM DRUG TESTING	(2,000.00)	0.00	2,000.00	367.30	367.30
05 704 1030	CHEERLEADERS - FUNDRAISING	(3,011.94)	1,538.27	4,473.01	512.93	435.73
05 704 1035	FOOTBALL FUNDRAISING	0.00	10,562.00	13,718.00	6,270.21	9,426.21
05 704 1036	FOOTBALL	(12,000.00)	8,040.26	12,000.00	9,825.70	1,785.44
05 704 1040	VOLLEYBALL - FUNDRAISING	0.00	593.25	140.00	3,836.27	3,383.02
05 704 1041	VOLLEYBALL	(3,000.00)	2,898.98	3,000.00	1,701.24	(1,197.74)
05 704 1042	BOYS BASKETBALL FUNDRAISING	0.00	0.00	0.00	1,017.79	1,017.79
05 704 1043	BASKETBALL	0.00	0.00	0.00	918.62	918.62
05 704 1044	WRESTLING	(11,000.00)	175.00	11,000.00	4,596.91	4,421.91
05 704 1045	BOYS WRESTLING FUNDRAISER	0.00	0.00	0.00	4,431.25	4,431.25
05 704 1046	GIRLS WRESTLING FUNDRAISER	0.00	0.00	968.11	590.75	1,558.86
05 704 1050	XC FUNDRAISER	0.00	555.51	2,303.00	3,941.61	5,689.10
05 704 1051	XC	(3,800.00)	1,265.86	3,800.00	2,366.85	1,100.99
05 704 1052	GOLF	(3,800.00)	0.00	3,800.00	2,660.59	2,660.59
05 704 1053	GOLF FUNDRAISING	0.00	0.00	0.00	105.00	105.00
05 704 1054	TRACK	(12,000.00)	700.00	12,000.00	13,612.34	12,912.34
05 704 1055	TRACK FUNDRAISING	0.00	0.00	0.00	769.31	769.31
05 704 1056	GIRLS ATH FUNDRAISING	0.00	6,409.17	1,280.00	11,452.80	6,323.63
05 704 1057	GIRLS ON THE RUN	0.00	360.19	0.00	360.19	0.00
05 704 1060	UNIFIED SPORTS	0.00	40.00	800.00	2,082.31	2,842.31
05 704 1999	GRADUATED CLASSES	0.00	0.00	0.00	8,783.66	8,783.66
05 704 2023	CLASS OF 2023	0.00	0.00	0.00	69.81	69.81
05 704 2024	CLASS OF 2024	0.00	0.00	0.00	1,175.74	1,175.74
05 704 2025	CLASS OF 2025	0.00	0.00	0.00	2,180.89	2,180.89
05 704 2026	CLASS OF 2026	0.00	620.00	0.00	3,206.94	2,586.94
05 704 2027	CLASS OF 2027	0.00	0.00	799.00	3,148.14	3,947.14
05 704 2028	CLASS OF 2028	0.00	0.00	1,009.08	1,900.91	2,909.99
05 704 2029	CLASS OF 2029	0.00	0.00	630.75	1,224.64	1,855.39
05 704 2030	CLASS OF 2030	0.00	0.00	125.00	1,129.67	1,254.67
05 704 2031	FUND BALANCE	0.00	0.00	0.00	150.00	150.00
05 704 3010	WORLDSTRIDES	0.00	1,896.00	3,417.53	3,414.55	4,936.08
05 704 3012	ESPORTS	(2,000.00)	1,009.88	2,000.00	454.35	(555.53)

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2025 - 11/2025

Regular; Beginning Month 09/2025; Processing Month 11/2025; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 3013	eSPORTS FUNDRAISING	0.00	1,076.02	146.02	330.68	(599.32)
05 704 3015	SPEECH	(2,800.00)	671.47	2,800.00	760.93	89.46
05 704 3016	SPEECH FUNDRAISING	0.00	0.00	0.00	60.03	60.03
05 704 3020	ONE ACT	(1,475.52)	0.00	1,475.52	2,475.93	2,475.93
05 704 3021	ONE ACT - FUNDRAISING	0.00	0.00	0.00	2,792.77	2,792.77
05 704 3030	FFA	0.00	7,453.24	5,193.00	28,270.95	26,010.71
05 704 3035	FFA - SHOP MATERIALS	0.00	548.35	0.00	10,500.34	9,951.99
05 704 3040	FCCLA	0.00	50.00	341.00	928.53	1,219.53
05 704 3050	NHS - HONOR SOCIETY	0.00	0.00	160.00	1,257.69	1,417.69
05 704 3070	MUSIC	0.00	0.00	206.11	4,676.49	4,882.60
05 704 3080	SCHOLARSHIPS	0.00	0.00	72.00	4,808.00	4,880.00
05 704 3090	STUCO - MIDDLE SCHOOL	0.00	211.42	0.00	3,886.98	3,675.56
05 704 3100	STUDENT COUNCIL - HS	0.00	964.65	270.00	2,061.66	1,367.01
05 704 3110	HEALTH PROFESSIONS CLUB	0.00	200.00	0.00	989.17	789.17
05 704 3120	YEARBOOK	0.00	3,395.00	1,665.00	5,287.31	3,557.31
05 704 3150	4TH GRADE - JESPERSEN	0.00	0.00	0.00	3,400.97	3,400.97
05 704 3151	4TH GRADE FUNDRAISING	0.00	0.00	0.00	622.14	622.14
05 704 3200	SCIENCE	0.00	0.00	0.00	1,256.07	1,256.07
05 704 3535	SCIENCE OLYMPIAD	0.00	0.00	135.00	2,620.90	2,755.90
05 704 4010	COURTESY FUND	0.00	39.59	145.00	2,850.13	2,955.54
05 704 4020	ELEMENTARY TEACHERS	0.00	0.00	0.00	8,955.70	8,955.70
05 704 4021	ELEM PRINCIPAL FUND	0.00	0.00	0.00	1,822.11	1,822.11
05 704 4025	HIGH SCHOOL TEACHERS	0.00	0.00	0.00	8,077.81	8,077.81
05 704 4026	HS PRINCIPAL FUND	0.00	0.00	0.00	1,550.78	1,550.78
05 704 4040	MISC/STUDENT OPPORTUNITIES	0.00	0.00	60.00	3,759.07	3,819.07
05 704 4045	BOOKFAIR	0.00	0.00	0.00	5,451.10	5,451.10
05 704 4050	FINE ARTS & CULTURE CLUB	0.00	291.12	0.00	2,530.18	2,239.06
05 704 4060	HOPE SQUAD	0.00	1,433.89	163.78	5,445.15	4,175.04
05 704 4070	BOBCAT CARES	0.00	201.01	1,000.00	788.23	1,587.22
05 704 4075	CULTURE & CLIMATE	(2,000.00)	598.60	2,060.00	1,790.55	1,251.95
Fund Total: 05		277,672.06	76,089.89	503,320.58	(451,920.00)	252,982.75

**Expenditure Report by Function/Object -
Summary**

11/10/2025 10:03 AM

Regular; Processing Month 11/2025

User ID: KAH

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01	GENERAL FUND								
0500	0500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1100	REGULAR INSTRUCTIONAL PROGRAMS	3,628,556.45	295,320.46	872,602.47	24.37	2,755,953.98	0.00	11,735.12	2,744,218.86
1120	1120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1130	1130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1140	1140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1150	VO AG PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00	609.93	(609.93)
1160	PROVERTY PROGRAMS	76,575.00	19,335.93	56,456.03	73.73	20,118.97	0.00	0.00	20,118.97
1170	1170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1180	1180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1190	EARLY CHILDHOOD ED PROGRAMS	167,243.88	12,914.98	39,154.95	23.71	128,088.93	0.00	500.00	127,588.93
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	640,564.18	47,237.25	140,231.95	21.93	500,332.23	0.00	263.68	500,068.55
1212	1212	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1213	1213	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1252	1252	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1253	1253	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1291	SPED AGES 3-5	824.97	0.00	0.00	0.00	824.97	0.00	0.00	824.97
1292	SPED AGES 0-2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1300	SUMMER SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00	50.00	(50.00)
2120	GUIDANCE SERVICES	172,856.32	15,039.25	39,770.41	23.24	133,085.91	0.00	400.00	132,685.91
2130	HEALTH SERVICES	67,028.63	841.54	841.54	6.22	66,187.09	0.00	3,330.00	62,857.09
2140	PSYCHOLOGICAL SERVICES	0.00	1,811.70	1,811.70	0.00	(1,811.70)	0.00	0.00	(1,811.70)
2141	PSYCHOLOGICAL SERVICES SPED SCHOOL AGE	32,764.91	0.00	1,811.70	5.53	30,953.21	0.00	0.00	30,953.21
2142	PSYCHOLOGICAL SERVICES SPED AGE 3-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2150	SPEECH & AUDIOLOGY SERVICES	1,037.34	0.00	0.00	0.00	1,037.34	0.00	0.00	1,037.34
2151	SPEECH & AUDIOLOGY SERV SPED SCHOOL AGE	52,622.34	10,348.03	32,774.84	62.28	19,847.50	0.00	0.00	19,847.50
2152	SPEECH & AUDIOLOGY SERV SPED AGE 3-5	32,218.68	0.00	0.00	0.00	32,218.68	0.00	0.00	32,218.68
2153	SPEECH & AUDIOLOGY SERV SPED AGE 0-2	16,113.42	0.00	0.00	0.00	16,113.42	0.00	0.00	16,113.42
2161	OT SERVICES SPED SCHOOL AGE	28,578.81	2,715.09	6,867.60	24.03	21,711.21	0.00	0.00	21,711.21
2162	OT SERVICES SPED AGE 3-5	1,549.88	204.45	488.31	31.51	1,061.57	0.00	0.00	1,061.57
2163	OT SERVICES SPED AGE 0-2	3,616.39	266.26	944.29	26.11	2,672.10	0.00	0.00	2,672.10
2171	PT SERVICES SPED SCHOOL AGE	15,983.76	2,434.17	3,874.70	24.24	12,109.06	0.00	0.00	12,109.06
2172	PT SERVICES SPED AGE 3-5	2,838.38	191.33	799.33	28.16	2,039.05	0.00	0.00	2,039.05
2173	PT SERVICES SPED AGE 0-2	3,616.38	0.00	0.00	0.00	3,616.38	0.00	0.00	3,616.38
2180	VISION SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2181	VISION SERVICES SPED SCHOOL AGE	13,388.38	807.50	1,303.05	9.73	12,085.33	0.00	0.00	12,085.33
2182	VISION SERVICES SPED AGE 3-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2190	OTHER PUPIL SUPPORT SERVICES	5,105.00	0.00	40.00	0.78	5,065.00	0.00	0.00	5,065.00
2210	IMPROVEMENT OF INSTRUCTION	3,800.16	0.00	0.00	0.00	3,800.16	0.00	0.00	3,800.16
2211	SCHOOL IMPROVEMENT	13,568.07	816.40	2,711.90	20.73	10,856.17	0.00	100.50	10,755.67
2212	INST STAFF CURR DEV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2213	INST STAFF TRAINING	7,534.98	686.80	1,864.23	24.74	5,670.75	0.00	0.00	5,670.75
2214	IMPLEMENTATION OF STANDARDS	2,471.84	0.00	0.00	0.00	2,471.84	0.00	0.00	2,471.84
2220	LIBRARY/MEDIA SERVICES	46,977.23	9,783.69	29,619.50	63.05	17,357.73	0.00	0.00	17,357.73
2224	EDUCATIONAL TELEVISION SERVICES	25,644.46	1,762.33	6,342.60	24.73	19,301.86	0.00	0.00	19,301.86
2230	INSTRUCTION-RELATED TECHNOLOGY	90,697.48	1,498.19	11,774.53	22.02	78,922.95	0.00	8,192.68	70,730.27
2240	ACADEMIC STUDENT ASSESSMENT	14,913.75	0.00	0.00	0.00	14,913.75	0.00	0.00	14,913.75
2310	BOARD OF EDUCATION	61,230.39	1,094.05	7,664.79	14.65	53,565.60	0.00	1,307.43	52,258.17
2320	EXECUTIVE ADMINISTRATION	196,830.44	15,142.61	45,767.24	23.45	151,063.20	0.00	380.48	150,682.72
2330	DISTRICT LEGAL SERVICES	25,881.33	0.00	280.00	1.08	25,601.33	0.00	0.00	25,601.33
2410	OFFICE OF PRINCIPAL	435,936.40	35,535.73	106,966.56	24.85	328,969.84	0.00	1,348.00	327,621.84
2440	2440	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2500	2500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2510	GENERAL ADMIN-BUSINESS SERVICE	150,243.21	35,942.26	54,859.19	36.51	95,384.02	0.00	0.00	95,384.02

**Expenditure Report by Function/Object -
Summary**

11/10/2025 10:03 AM

Regular; Processing Month 11/2025

User ID: KAH

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
6998	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8000	54,790.94	0.00	0.00	0.00	54,790.94	0.00	0.00	54,790.94
8002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9000	980,832.83	948.09	2,844.27	0.29	977,988.56	0.00	0.00	977,988.56
01	8,902,899.00	641,811.72	1,846,775.86	21.23	7,056,123.14	0.00	43,448.28	7,012,674.86

**Expenditure Report by Function/Object -
Summary**

11/10/2025 10:03 AM

Regular; Processing Month 11/2025

User ID: KAH

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
02 DEPRECIATION FUND								
4700 BUILDING IMPROVEMENTS	326,838.00	0.00	0.00	0.00	326,838.00	0.00	0.00	326,838.00
9000 NON-PROGRAM EXPENDITURES	0.00	0.00	299,800.00	0.00	(299,800.00)	0.00	0.00	(299,800.00)
02 DEPRECIATION FUND	<u>326,838.00</u>	<u>0.00</u>	<u>299,800.00</u>	<u>91.73</u>	<u>27,038.00</u>	<u>0.00</u>	<u>0.00</u>	<u>27,038.00</u>

**Expenditure Report by Function/Object -
Summary**

11/10/2025 10:03 AM

Regular; Processing Month 11/2025

User ID: KAH

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
03	EMPLOYEE BENEFIT FUND								
0101	0101	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1100	REGULAR INSTRUCTIONAL PROGRAMS	107,546.00	0.00	0.00	0.00	107,546.00	0.00	0.00	107,546.00
2900	OTHER SUPPORT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9000	NON-PROGRAM EXPENDITURES	0.00	0.00	85,000.00	0.00	(85,000.00)	0.00	0.00	(85,000.00)
9999	9999	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
03	EMPLOYEE BENEFIT FUND	<u>107,546.00</u>	<u>0.00</u>	<u>85,000.00</u>	<u>79.04</u>	<u>22,546.00</u>	<u>0.00</u>	<u>0.00</u>	<u>22,546.00</u>

**Expenditure Report by Function/Object -
Summary**

11/10/2025 10:03 AM

Regular; Processing Month 11/2025

User ID: KAH

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
05								
0500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2900	595,823.00	0.00	76,089.89	14.49	519,733.11	0.00	10,233.11	509,500.00
05	595,823.00	0.00	76,089.89	14.49	519,733.11	0.00	10,233.11	509,500.00

**Expenditure Report by Function/Object -
Summary**

11/10/2025 10:03 AM

Regular; Processing Month 11/2025

User ID: KAH

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
06	NUTRITION FUND								
0500	0500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1100	REGULAR INSTRUCTIONAL PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2300	2300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3000	3000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3100	FOOD SERVICE OPERATIONS	447,370.00	14,050.20	71,016.70	15.87	376,353.30	0.00	0.00	376,353.30
4000	4000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000	DEBT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06	NUTRITION FUND	<u>447,370.00</u>	<u>14,050.20</u>	<u>71,016.70</u>	<u>15.87</u>	<u>376,353.30</u>	<u>0.00</u>	<u>0.00</u>	<u>376,353.30</u>

**Expenditure Report by Function/Object -
Summary**

11/10/2025 10:03 AM

Regular; Processing Month 11/2025

User ID: KAH

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
08	BUILDING FUND								
0500	0500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2620	SUPPORT SERVICES-MAINT OF BUILDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2670	SAFETY	0.00	0.00	509.99	0.00	(509.99)	0.00	0.00	(509.99)
3552	SAFETY & SECURITY GRANT	38,798.00	0.00	0.00	0.00	38,798.00	0.00	0.00	38,798.00
4200	LAND IMPROVEMENT	267,536.48	0.00	34,045.00	12.73	233,491.48	0.00	0.00	233,491.48
4300	ARCHITECTURE & ENGINEERING	76,575.00	0.00	0.00	0.00	76,575.00	0.00	0.00	76,575.00
4600	SITE IMPROVEMENT	0.00	0.00	8,900.00	0.00	(8,900.00)	0.00	0.00	(8,900.00)
4700	BUILDING IMPROVEMENTS	626,084.11	0.00	29,775.00	4.76	596,309.11	0.00	0.00	596,309.11
9000	NON-PROGRAM EXPENDITURES	2,634,637.41	0.00	0.00	0.00	2,634,637.41	0.00	0.00	2,634,637.41
9999	9999	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08	BUILDING FUND	<u>3,643,631.00</u>	<u>0.00</u>	<u>73,229.99</u>	<u>2.01</u>	<u>3,570,401.01</u>	<u>0.00</u>	<u>0.00</u>	<u>3,570,401.01</u>

**Expenditure Report by Function/Object -
Summary**

11/10/2025 10:03 AM

Regular; Processing Month 11/2025

User ID: KAH

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
09	QCPUF								
1100	REGULAR INSTRUCTIONAL PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2670	SAFETY	130,975.00	0.00	0.00	0.00	130,975.00	0.00	0.00	130,975.00
9000	NON-PROGRAM EXPENDITURES	0.00	0.00	68,500.00	0.00	(68,500.00)	0.00	0.00	(68,500.00)
9999	9999	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09	QCPUF	<u>130,975.00</u>	<u>0.00</u>	<u>68,500.00</u>	<u>52.30</u>	<u>62,475.00</u>	<u>0.00</u>	<u>0.00</u>	<u>62,475.00</u>

**Expenditure Report by Function/Object -
Summary**

11/10/2025 10:03 AM

Regular; Processing Month 11/2025

User ID: KAH

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
10	COOPERATIVE FUND								
1100	REGULAR INSTRUCTIONAL PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3512	DISTANCE EDUCATION INCENTIVE PAYMENTS	105,712.00	8,378.16	25,134.48	23.78	80,577.52	0.00	0.00	80,577.52
10	COOPERATIVE FUND	<u>105,712.00</u>	<u>8,378.16</u>	<u>25,134.48</u>	<u>23.78</u>	<u>80,577.52</u>	<u>0.00</u>	<u>0.00</u>	<u>80,577.52</u>

**Expenditure Report by Function/Object -
Summary**

11/10/2025 10:03 AM

Regular; Processing Month 11/2025

User ID: KAH

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
Grand Total:	14,260,794.00	664,240.08	2,545,546.92	18.23	11,715,247.08	0.00	53,681.39	11,661,565.69

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Posted - All; Batch Description 5 Records Selected

User ID: KAH

Vendor Name	Description	Amount
Checking Account ID 1	Fund Number 01 GENERAL FUND	
ACR GLASS	EAST GYM DOOR REPAIR	413.89
Check Number 8101 Total	ACR GLASS	413.89
ADAMSON AUTOMOTIVE	BUS SERVICE; REPAIR; MAINTENANCE	4,539.51
Check Number 8102 Total	ADAMSON AUTOMOTIVE	4,539.51
ALLIANCE TIMES HERALD	1 YEAR SUBSCRIPTION	49.00
ALLIANCE TIMES HERALD	BOE LEGALS	249.45
Check Number 8103 Total	ALLIANCE TIMES HERALD	298.45
AMAZON	Counseling Items	31.47
AMAZON	Adapter for audio/power for iPad	79.98
AMAZON	Med Balls for weight room	241.94
AMAZON	Office Supplies	37.64
AMAZON	AG ED SUPPLY	27.57
AMAZON	Elem Office Supplies	242.99
AMAZON	AG ED SUPPLY	21.98
AMAZON	AG SUPPLY	109.19
AMAZON	Elem office supplies	117.99
AMAZON	AG SUPPLY	31.83
AMAZON	Elem office supplies	63.27
AMAZON	Elem Office Paper	145.90
AMAZON	Elem Office Paper	135.50
AMAZON	Classroom Headphones	42.99
AMAZON	AG SUPPLY	17.89
AMAZON	mic headphones	46.54
AMAZON	AG ED SUPPY	49.87
AMAZON	SPED Supplies	226.70
AMAZON	Duct Tape (for Safety Buckets)	39.96
AMAZON	Curtain rods and pencil grips	22.83
AMAZON	HS Art Resupply	548.67
AMAZON	SAFTY BUCKET ITEMS	594.32
Check Number 289 Total	AMAZON	2,877.02
AMERICAN LEGION	CIP EXTERNAL VISIT SUPPER	290.00
Check Number 8156 Total	AMERICAN LEGION	290.00
AQUAPONICS SOURCE, THE	POND EQUIPMENT	284.15
Check Number 289 Total	AQUAPONICS SOURCE, THE	284.15
ARMSTRONG, KATIE	CIP TEAM MILEAGE REIMBURSEMENT	182.00
Check Number 8104 Total	ARMSTRONG, KATIE	182.00
BEAM, JADIE	CIP TEAM MILEAGE REIMBURSEMENT	182.00
Check Number 8105 Total	BEAM, JADIE	182.00
BLACK HILLS ENERGY	GAS	63.79
BLACK HILLS ENERGY	GAS	808.67
Check Number 8106 Total	BLACK HILLS ENERGY	872.46
BLIND KITCHEN, THE	Blind cooking materials.	80.95
Check Number 290 Total	BLIND KITCHEN, THE	80.95

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User ID: KAH

Vendor Name	Description	Amount
BOMGAARS	CLASSROOM SUPPLIES	17.96
Check Number 289 Total	BOMGAARS	17.96
BOOM LEARNING	annual online subscription	49.99
Check Number 290 Total	BOOM LEARNING	49.99
BOX BUTTE AG SERVICE, INC	12' 1"X3/16 FLAT	10.34
Check Number 8157 Total	BOX BUTTE AG SERVICE, INC	10.34
CASEY PETERSON, LTD	24-25 AUDIT	26,235.26
Check Number 8107 Total	CASEY PETERSON, LTD	26,235.26
CHARACTER STRONG	9-12 Character Strong Curriculum	3,598.20
Check Number 8108 Total	CHARACTER STRONG	3,598.20
CHINA BUFFET	LABOR RELATIONS	15.72
Check Number 290 Total	CHINA BUFFET	15.72
CHROMEBOOK PARTS.COM	Chromebook screens	41.98
Check Number 8109 Total	CHROMEBOOK PARTS.COM	41.98
CODECADEMY	REFUND OF CHARGE IN ERROR	(239.88)
CODECADEMY	REFUND OF CHARGE IN ERROR	(239.88)
Check Number 289 Total	CODECADEMY	(479.76)
CRESCENT ELECTRIC SUPPLY CO.	LIGHTS WALLPACKS	705.13
CRESCENT ELECTRIC SUPPLY CO.	LIGHTS	380.05
Check Number 8110 Total	CRESCENT ELECTRIC SUPPLY CO.	1,085.18
CULLIGAN WATER CONDITIONING	SOFTENER RENTAL	29.95
CULLIGAN WATER CONDITIONING	WATER SERVICE	229.55
Check Number 8111 Total	CULLIGAN WATER CONDITIONING	259.50
DARREN'S CARQUEST AUTO PARTS	MAINTENANCE SUPPLY	14.50
DARREN'S CARQUEST AUTO PARTS	MAINTENANCE SUPPLY	293.34
DARREN'S CARQUEST AUTO PARTS	MAINTENANCE SUPPLY	24.40
Check Number 8158 Total	DARREN'S CARQUEST AUTO PARTS	332.24
DOCUSHRED	SHREDDING SERVICE	80.00
Check Number 8113 Total	DOCUSHRED	80.00
EAKES OFFICE SOLUTIONS	CUSTODIAL SUPPLIES	116.60
Check Number 8114 Total	EAKES OFFICE SOLUTIONS	116.60
ED PUZZLE	Monthly Subscription	11.50
Check Number 289 Total	ED PUZZLE	11.50
EDUCATIONAL SERVICE UNIT #13	DL;NEVA;INTERNET;PL;PSYCH;VISION;SUPERV	6,186.06
Check Number 8115 Total	EDUCATIONAL SERVICE UNIT #13	6,186.06
EMBASSY SUITES- LINCOLN	LABOR LAW CONFERENCE LODGING	149.00
Check Number 8116 Total	EMBASSY SUITES- LINCOLN	149.00

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User ID: KAH

Vendor Name	Description	Amount
FAIRFIELD INN & SUITES	MTSS TRAINING - LODGING	611.80
Check Number 8117 Total	FAIRFIELD INN & SUITES	611.80
FLOW READING FLUENCY	Flow Reading Fluency	129.00
Check Number 290 Total	FLOW READING FLUENCY	129.00
FRESH IDEAS	CSC SCHOLASTICS LUNCHES	212.00
FRESH IDEAS	LUNCH - STUDENTS CSC CAMPUS VISIT	413.40
Check Number 8118 Total	FRESH IDEAS	625.40
FUEL TRIPS- ELAN	FUEL	206.33
Check Number 290 Total	FUEL TRIPS- ELAN	206.33
H & H SANITATION	MONTHLY RENT ROLL OFF BOX	150.00
Check Number 8119 Total	H & H SANITATION	150.00
HEMINGFORD CO-OP TELEPHONE CO	TELEPHONE/INTERNET	1,004.69
Check Number 8120 Total	HEMINGFORD CO-OP TELEPHONE CO	1,004.69
HEMINGFORD MUNICIPAL UTILITIE	UTILITIES	8,719.51
Check Number 8121 Total	HEMINGFORD MUNICIPAL UTILITIE	8,719.51
HOLIDAY INN EXPRESS - ALLIANCE	CIP VISIT - LODGING C. ARENT	100.50
Check Number 8087 Total	HOLIDAY INN EXPRESS - ALLIANCE	100.50
HOLIDAY INN EXPRESS NORTH PLATTE	BUS TRAINING - JC	220.00
Check Number 8122 Total	HOLIDAY INN EXPRESS NORTH PLATTE	220.00
HOMETOWN LEASING	COPIER LEASE PYMT	365.83
Check Number 8123 Total	HOMETOWN LEASING	365.83
HOTEL PARKING	PARKING-LABOR RELATIONS	6.00
Check Number 290 Total	HOTEL PARKING	6.00
HUSS AUTO REPAIR	SUB #3 SERVICE	113.93
HUSS AUTO REPAIR	S10 WIPER BLADES	42.00
HUSS AUTO REPAIR	Ford #1 Service	97.13
Check Number 8124 Total	HUSS AUTO REPAIR	253.06
IDEAL LINEN AND UNIFORM	CUSTODIAL SUPPLIES	134.92
IDEAL LINEN AND UNIFORM	CUSTODIAL SUPPLIES	134.92
Check Number 8125 Total	IDEAL LINEN AND UNIFORM	269.84
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	317.88
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	317.88
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSODIAL SUPPLY	107.84
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	81.50
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	2,840.22
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	2,574.02
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLY	(629.76)
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	2,675.17
Check Number 8126 Total	IDEAL/BLUFFS FACILITY SOLUTIONS	8,284.75

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User ID: KAH

Vendor Name	Description	Amount
INNOVATIVE OFFICE SOLUTIONS, LLC	Toner	251.66
Check Number 8127 Total	INNOVATIVE OFFICE SOLUTIONS, LLC	251.66
IXL LEARNING	IXL for Science Intervention	135.00
Check Number 8128 Total	IXL LEARNING	135.00
JACKS REFRIGERATION SERVICE	HEATER CONTROL REPAIR	231.36
JACKS REFRIGERATION SERVICE	FALL MAINTENANCE & REPAIRS; FILTERS	3,404.71
JACKS REFRIGERATION SERVICE	HEATER REPAIR	212.64
Check Number 8159 Total	JACKS REFRIGERATION SERVICE	3,848.71
JOSTEN'S INC.	HS COVERS	988.95
Check Number 8130 Total	JOSTEN'S INC.	988.95
JW PEPPER & SON, INC	For upcoming Choral Events & Concert	123.45
JW PEPPER & SON, INC	BALANCE DUE ON INVOICE	104.50
Check Number 8131 Total	JW PEPPER & SON, INC	227.95
KAHOOT	Kahoot! Premium+ for Schools Annual Ren.	110.16
Check Number 290 Total	KAHOOT	110.16
KARNEY, GORDON	PICKUP WOOD FOR CLASS	100.80
Check Number 8132 Total	KARNEY, GORDON	100.80
KITTLEMAN, TRAVIS	AUG & SEPT MILEAGE REIMB.	329.17
Check Number 8088 Total	KITTLEMAN, TRAVIS	329.17
LEGACY COOP	COUPLER/HOSE FITTING	10.98
LEGACY COOP	SPRAY PAINT	42.54
LEGACY COOP	BULK FASTENERS	3.00
Check Number 8133 Total	LEGACY COOP	56.52
LESSON PIX, INC	lesson pix annual subscription	36.00
Check Number 290 Total	LESSON PIX, INC	36.00
LIFEGUARD MD, INC.	AED PADS	393.00
Check Number 8134 Total	LIFEGUARD MD, INC.	393.00
LINCOLN JOURNAL STAR	MONTHLY SUBSCRIPTION	36.98
Check Number 290 Total	LINCOLN JOURNAL STAR	36.98
LISA BRIGGS, OT, LLC	O/T SERVICE AND MILEAGE	3,185.80
Check Number 8135 Total	LISA BRIGGS, OT, LLC	3,185.80
LORE, MIKAELA	OCTOBER MILEAGE REIMBURSEMENT	119.70
Check Number 8160 Total	LORE, MIKAELA	119.70
MAILCHIMP	MONTHLY SUBSCRIPTION	13.00
Check Number 290 Total	MAILCHIMP	13.00
MATHESON TRI-GAS INC.	GAS - AG ED	69.00
MATHESON TRI-GAS INC.	MAINTENANCE SUPPLY	155.98
Check Number 8136 Total	MATHESON TRI-GAS INC.	224.98

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User ID: KAH

Vendor Name	Description	Amount
MC SIGNS AND DECALS	2025-26 Student recognition towels	2,000.00
Check Number 290 Total	MC SIGNS AND DECALS	2,000.00
MCGRAW-HILL, LLC	Online Math Teacher Editions	809.36
Check Number 290 Total	MCGRAW-HILL, LLC	809.36
MENARDS	AG ED SUPPLY	479.68
Check Number 289 Total	MENARDS	479.68
MICROSOFT CORPORATION	Faculty Office subscription	690.00
MICROSOFT CORPORATION	Students Office subscription	1,280.59
Check Number 290 Total	MICROSOFT CORPORATION	1,970.59
MID-AMERICAN RESEARCH CHEMICAL	CUSTODIAL CLEANERS	1,561.19
Check Number 8137 Total	MID-AMERICAN RESEARCH CHEMICAL	1,561.19
NATIONAL COUNCIL OF TEACHERS OF ENGLISH	NCTE Annual Convention	365.00
NATIONAL COUNCIL OF TEACHERS OF ENGLISH	NCTE Annual Convention	365.00
Check Number 290 Total	NATIONAL COUNCIL OF TEACHERS OF ENGLISH	730.00
NE COUNCIL OF SCHOOL ADMINISTRATORS	NSASSP PRINCIPAL'S CONFERNECE REG.	205.00
Check Number 8138 Total	NE COUNCIL OF SCHOOL ADMINISTRATORS	205.00
NE SAFETY CENTER	BUS CATEGORY - C	255.00
Check Number 8139 Total	NE SAFETY CENTER	255.00
NEBRASKA DEPT OF EDUCATION	MTSS CONF REGISTRATION	125.00
Check Number 290 Total	NEBRASKA DEPT OF EDUCATION	125.00
OMNIFY BENEFITS	OCT PARTICIPATION FEE	105.10
Check Number 8161 Total	OMNIFY BENEFITS	105.10
PEARDECK	Renewal of Pear Deck	149.99
Check Number 290 Total	PEARDECK	149.99
PERIPOLE, INC.	Music recorders	131.18
Check Number 8140 Total	PERIPOLE, INC.	131.18
POWERSCHOOL GROUP LLC	APPLICANT TRACKING RENEWAL	1,204.55
Check Number 8141 Total	POWERSCHOOL GROUP LLC	1,204.55
PRAIRIE STORAGE CONTAINERS	MONTHLY BOX RENTAL	150.00
Check Number 8142 Total	PRAIRIE STORAGE CONTAINERS	150.00
QUILL CORPORATION	Coffee, White out and Chalk Markers	283.47
QUILL CORPORATION	Kleenex. Dry Erase	68.55
Check Number 290 Total	QUILL CORPORATION	352.02
QUINTANAR, LISA	CIP TEAM MILEAGE REIMBURSEMENT	162.40
Check Number 8143 Total	QUINTANAR, LISA	162.40
RABEN'S MARKET	CLASSROOM GROCERY SUPPLY	521.72

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Posted - All; Batch Description 5 Records Selected

User ID: KAH

Vendor Name	Description	Amount
RABEN'S MARKET	CLASSROOM COOKING SUPPLIES-LR	26.45
RABEN'S MARKET	3rd GRADE SCIENCE SUPPLIES	7.05
Check Number 8144 Total	RABEN'S MARKET	<u>555.22</u>
REIF ENTERPRISE	SUPT - SPRINKLER SHUT OFF	50.00
Check Number 8145 Total	REIF ENTERPRISE	<u>50.00</u>
ROCKY MOUNTAIN AIR SOLUTIONS	AG ED GAS	37.50
Check Number 8146 Total	ROCKY MOUNTAIN AIR SOLUTIONS	<u>37.50</u>
SCHOOL NURSE SUPPLY, INC.	Nurse Supplies	226.54
Check Number 8147 Total	SCHOOL NURSE SUPPLY, INC.	<u>226.54</u>
SCHOOL SPECIALTY LLC	seasonal pencils	56.85
Check Number 8148 Total	SCHOOL SPECIALTY LLC	<u>56.85</u>
SOAR PEDIATRIC THERAPY, LLC	P/T SERVICE - MILEAGE	2,625.50
Check Number 8149 Total	SOAR PEDIATRIC THERAPY, LLC	<u>2,625.50</u>
SORENSEN PLUMBING, LLC	SEPTIC PUMP/PORTA JOHNS	1,005.00
Check Number 8150 Total	SORENSEN PLUMBING, LLC	<u>1,005.00</u>
START 2 SEW	2nd quarter sewing projects	156.68
Check Number 8151 Total	START 2 SEW	<u>156.68</u>
UNMC CENTER FOR CONTINUING EDUCATION	CPR - CID # 69650	222.00
Check Number 8152 Total	UNMC CENTER FOR CONTINUING EDUCATION	<u>222.00</u>
VALENTINOS	LABOR RELATIONS CONF	16.68
Check Number 290 Total	VALENTINOS	<u>16.68</u>
WALMART	Two drawer unit storage containers	43.12
Check Number 289 Total	WALMART	<u>43.12</u>
WESTCO	FUEL	5,743.76
Check Number 8153 Total	WESTCO	<u>5,743.76</u>
WOOD CONSTRUCTION	LOCKER ROOM DRYWALL REPAIR	1,625.30
Check Number 8154 Total	WOOD CONSTRUCTION	<u>1,625.30</u>
WPCI	DOT TESTING	38.00
Check Number 8155 Total	WPCI	<u>38.00</u>
Fund Number 01		<u>101,528.50</u>
Checking Account ID 1		<u>101,528.50</u>

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Posted - All; Batch Description 2025-10 BUILDING FUND INV.

User ID: KAH

Vendor Name	Description	Amount
Checking Account ID 8	Fund Number 08 BUILDING FUND	
R&J INDUSTRIES	CONCRETE PAD FOR HIGH JUMP	<u>34,045.00</u>
Check Number 1568 Total	R&J INDUSTRIES	<u>34,045.00</u>
Fund Number 08		<u>34,045.00</u>
Checking Account ID 8		<u>34,045.00</u>

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Posted - All; Batch Description 2025-10 LUNCH FUND INV.

User ID: KAH

Vendor Name	Description	Amount
Checking Account ID 6	Fund Number 06	NUTRITION FUND
CASH-WA DISTRIBUTING	FOOD SUPPLIES	936.78
CASH-WA DISTRIBUTING	FOOD SUPPLIES	3,664.81
CASH-WA DISTRIBUTING	FOOD SUPPLIES	2,511.15
Check Number 7267 Total	CASH-WA DISTRIBUTING	<u>7,112.74</u>
GROCERY KART	FOOD SUPPLIES	41.98
GROCERY KART	FOOD SUPPLIES	21.94
GROCERY KART	FOOD SUPPLIES	89.70
Check Number 7268 Total	GROCERY KART	<u>153.62</u>
HILAND DAIRY	MILK	144.51
HILAND DAIRY	MILK	479.75
HILAND DAIRY	MILK	289.64
HILAND DAIRY	MILK	408.11
HILAND DAIRY	MILK	265.35
HILAND DAIRY	MILK	456.08
HILAND DAIRY	MILK	289.64
HILAND DAIRY	MILK	383.82
HILAND DAIRY	MILK	289.64
HILAND DAIRY	MILK	391.38
Check Number 7269 Total	HILAND DAIRY	<u>3,397.92</u>
RABEN'S MARKET	FOOD SUPPLIES	117.66
Check Number 7270 Total	RABEN'S MARKET	<u>117.66</u>
SIMPLY CLEAN	DISHWASHER MAINTENANCE	160.00
Check Number 7271 Total	SIMPLY CLEAN	<u>160.00</u>
US FOODS	FOOD SUPPLIES	4,672.55
Check Number 7272 Total	US FOODS	<u>4,672.55</u>
Fund Number 06		<u>15,614.49</u>
Checking Account ID 6		<u>15,614.49</u>

**HEMINGFORD
PUBLIC SCHOOLS,
DISTRICT NO. 10**

Financial Statements

August 31, 2025



Hemingford Public Schools, District No.10
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Independent Auditor's Report on Internal Control over
Financial Reporting and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed
in Accordance with *Government Auditing Standards*

Board of Education
Hemingford Public Schools, District No.10
Hemingford, Nebraska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the modified cash basis financial statements of the governmental activities, the business-type activity, each major fund, and the aggregate remaining fund information of Hemingford Public Schools, District No.10 (the "District") as of and for the year ended August 31, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated October 30, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying Schedule of Findings and Management Response as item 2025-001 that we consider to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Hemingford Public Schools, District No.10's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the findings identified in our audit and described in the accompanying Schedule of Findings and Management's Response. The District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Casey Peterson, LTD

Casey Peterson, LTD

Rapid City, South Dakota

October 30, 2025

Hemingford Public Schools, District No.10
Schedule of Findings and Management's Response (Unaudited)
For the Year Ended August 31, 2025

Significant Deficiency

Preparation of Financial Statements

2025-001 *Condition:* The District does not have an internal control system designed to provide for the preparation of the financial statements being audited. As auditors, we were requested to draft the financial statements and accompanying notes to the financial statements. This circumstance is not unusual in an organization of your size. It is the responsibility of management and those charged with governance to decide whether to accept the degree of risk associated with this condition because of cost or other considerations. As auditors, we did propose material audit adjustments as part of our preparation of the financial statements.

Criteria: *Government Auditing Standards* indicates that the inability to produce financial statements is an internal control deficiency.

Cause: The District does not find it cost-effective to incur the cost to provide for the preparation of the financial statements.

Effect: The auditor is requested to prepare the financial statements.

Auditor's Recommendation: The District should provide appropriate oversight of the preparation of the financial statements.

Management's Response: Management is aware of this situation and will continue to review the District's organizational structure. Due to the size of the District, it is not economically feasible to hire additional duly qualified personnel to prepare the financial statements. This is common for a school district of this size.

Independent Auditor's Report

Board of Education
Hemingford Public Schools, District No.10
Hemingford, Nebraska

Report on the Audit of the Financial Statements

Opinions

We have audited the modified cash basis financial statements of the governmental activities, the business-type activity, each major fund, and the aggregate remaining fund information of Hemingford Public Schools, District No.10 (the District) as of and for the year ended August 31, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective modified cash basis financial position of the governmental activities, the business-type activity, each major fund, and the aggregate remaining fund information of the District as of August 31, 2025, and the respective changes in modified cash basis financial position thereof for the year then ended in accordance with the modified cash basis of accounting described in Note 1.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (GAS)*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter - Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1, and for determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement issuance date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the modified cash basis financial statements that collectively comprise the District's basic financial statements. The budgetary comparison information, Combined Schedule of Cash Receipts, Disbursements, and Changes in Fund Balances, Schedule of Cash Receipts, Disbursements, and Changes in Fund Balances - Activity Funds, and Notes to the Supplementary Information are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The accompanying supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the budgetary comparison information, Combined Schedule of Cash Receipts, Disbursements, and Changes in Fund Balances, Schedule of Cash Receipts, Disbursements, and Changes in Fund Balances - Activity Funds, and Notes to the Supplementary Information are fairly stated, in all material respects, in relation to the basic financial statements as a whole on the modified cash basis of accounting described in Note 1.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Schedule of Findings and Management's Response (Unaudited) and Board of Education list have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on the information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 30, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Casey Peterson, LTD

Casey Peterson, LTD

Rapid City, South Dakota

October 30, 2025

BASIC FINANCIAL STATEMENTS

Hemingford Public Schools, District No.10
Statement of Net Position - Modified Cash Basis
August 31, 2025

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
ASSETS			
Cash in Bank	\$ 4,625,975	\$ 116,189	\$ 4,742,164
Cash with County Treasurer	1,059,509	-	1,059,509
Certificates of Deposit	<u>2,943,166</u>	<u>-</u>	<u>2,943,166</u>
TOTAL ASSETS	<u>\$ 8,628,650</u>	<u>\$ 116,189</u>	<u>\$ 8,744,839</u>
NET POSITION			
Restricted	\$ 2,961,815	\$ 116,189	\$ 3,078,004
Unrestricted	<u>5,666,835</u>	<u>-</u>	<u>5,666,835</u>
TOTAL NET POSITION	<u>\$ 8,628,650</u>	<u>\$ 116,189</u>	<u>\$ 8,744,839</u>

The accompanying notes are an integral part of this statement.

Hemingford Public Schools, District No.10
Statement of Activities - Modified Cash Basis
For the Year Ended August 31, 2025

Functions/Programs	Disbursements	Program Receipts			Net (Disbursements) Receipts and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		Total
					Governmental Activities	Business-type Activities	
GOVERNMENTAL ACTIVITIES							
Instruction	\$ 4,423,694	\$ -	\$ 432,464	\$ -	\$ (3,991,230)	\$ -	\$ (3,991,230)
Support Services:							
Students	753,711	-	299,747	-	(453,964)	-	(453,964)
Instruction	265,718	-	-	-	(265,718)	-	(265,718)
General Administration	255,167	-	-	-	(255,167)	-	(255,167)
School Administration	307,226	-	-	-	(307,226)	-	(307,226)
Central Services	151,782	-	-	-	(151,782)	-	(151,782)
Operation and Maintenance of Plant	825,427	-	-	-	(825,427)	-	(825,427)
Student Transportation	698,167	-	-	-	(698,167)	-	(698,167)
Operation of Non-instructional Services	19,661	-	-	-	(19,661)	-	(19,661)
State Categorical Programs	87,062	-	-	-	(87,062)	-	(87,062)
Facilities Acquisitions and Construction	312,847	-	-	-	(312,847)	-	(312,847)
Federal Programs	237,040	-	508,926	-	271,886	-	271,886
Non-program Disbursements	10,785	-	-	-	(10,785)	-	(10,785)
Total Governmental Activities	8,348,287	-	1,241,137	-	(7,107,150)	-	(7,107,150)

The accompanying notes are an integral part of this statement.

Hemingford Public Schools, District No.10
Statement of Activities - Modified Cash Basis (Continued)
For the Year Ended August 31, 2025

Functions/Programs	Disbursements	Program Receipts			Net (Disbursements) Receipts and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		
					Governmental Activities	Business-type Activities	Total
BUSINESS-TYPE ACTIVITIES							
School Nutrition	325,546	141,695	103,589	-	-	(80,262)	(80,262)
TOTAL PRIMARY GOVERNMENT	<u>\$ 8,673,833</u>	<u>\$ 141,695</u>	<u>\$ 1,344,726</u>	<u>\$ -</u>	<u>(7,107,150)</u>	<u>(80,262)</u>	<u>(7,187,412)</u>
GENERAL RECEIPTS AND TRANSFERS							
Taxes:							
Property and Carline					4,596,346	-	4,596,346
Motor Vehicle					212,673	-	212,673
Fines and Licenses					18,959	-	18,959
State Aid					1,247,107	-	1,247,107
Other State Sources					2,419,751	-	2,419,751
Interest Income					176,440	-	176,440
Transfers					(140,000)	140,000	-
Other					33,832	5,587	39,419
Total General Receipts and Transfers					<u>8,565,108</u>	<u>145,587</u>	<u>8,710,695</u>
CHANGE IN NET POSITION					1,457,958	65,325	1,523,283
NET POSITION - BEGINNING					<u>7,170,692</u>	<u>50,864</u>	<u>7,221,556</u>
NET POSITION - ENDING					<u>\$ 8,628,650</u>	<u>\$ 116,189</u>	<u>\$ 8,744,839</u>

The accompanying notes are an integral part of this statement.

Hemingford Public Schools, District No.10
Statement of Assets and Fund Balances Arising from Cash Transactions -
Governmental Funds
For the Year Ended August 31, 2025

	Major Funds		Nonmajor Other Governmental Funds	Total Governmental Funds
	General Fund	Special Building Fund		
ASSETS				
Cash in Bank	\$ 2,950,177	\$ 876,738	\$ 799,060	\$ 4,625,975
Cash with County Treasurer	1,000,239	47,416	11,854	1,059,509
Certificates of Deposit	976,564	1,966,602	-	2,943,166
TOTAL ASSETS	\$ 4,926,980	\$ 2,890,756	\$ 810,914	\$ 8,628,650
FUND BALANCES				
Fund Balances				
Restricted for:				
Building Projects	\$ -	\$ 2,890,756	\$ 71,059	\$ 2,961,815
Committed for:				
Employee Benefits	-	-	87,596	87,596
Student Activities	-	-	277,672	277,672
Capital Outlay	-	-	302,312	302,312
Cooperative Activities	-	-	72,275	72,275
Unassigned	4,926,980	-	-	4,926,980
TOTAL FUND BALANCES	\$ 4,926,980	\$ 2,890,756	\$ 810,914	\$ 8,628,650

The accompanying notes are an integral part of this statement.

Hemingford Public Schools, District No.10
Statement of Cash Receipts, Disbursements, and
Changes in Fund Balances - Governmental Funds
For the Year Ended August 31, 2025

	Major Funds		Nonmajor	Eliminations	Total Governmental Funds
	General Fund	Special Building Fund	Other Governmental Funds		
RECEIPTS					
Receipts from Local Sources:					
Property and Carline Taxes	\$ 4,318,505	\$ 207,671	\$ 70,170	\$ -	\$ 4,596,346
Motor Vehicle Taxes	212,673	-	-	-	212,673
Other	17,228	851	-	-	18,079
County Fines and Licenses	18,959	-	-	-	18,959
State Aid	1,247,107	-	-	-	1,247,107
State Sources	2,348,684	105,613	710	-	2,455,007
Special Education	397,208	-	-	-	397,208
Federal Programs	508,926	-	-	-	508,926
Interest Income	66,435	107,818	2,187	-	176,440
Other Local Receipts	150	-	299,597	-	299,747
	<u>9,135,875</u>	<u>421,953</u>	<u>372,664</u>	<u>-</u>	<u>9,930,492</u>
DISBURSEMENTS					
Instruction	4,373,718	-	99,976	(50,000)	4,423,694
Support Services:					
Students	356,860	-	396,851	-	753,711
Instruction	265,718	-	-	-	265,718
General Administration	255,167	-	-	-	255,167
School Administration	307,226	-	-	-	307,226
Central Services	151,782	-	-	-	151,782
Operation and Maintenance of Plant	820,617	4,810	-	-	825,427
Student Transportation	698,167	-	-	-	698,167
Other Support Services	-	-	19,661	-	19,661
State Categorical Programs	129,460	37,602	-	(80,000)	87,062
Facilities Acquisitions and Construction	200,000	312,847	-	(200,000)	312,847
Federal Programs	237,040	-	-	-	237,040
	<u>7,795,755</u>	<u>355,259</u>	<u>516,488</u>	<u>(330,000)</u>	<u>8,337,502</u>
EXCESS (DEFICIENCY) OF RECEIPTS OVER (UNDER) DISBURSEMENTS					
	<u>1,340,120</u>	<u>66,694</u>	<u>(143,824)</u>	<u>330,000</u>	<u>1,592,990</u>
OTHER FINANCING SOURCES (USES)					
Non-program Receipts	15,753	-	-	-	15,753
Non-program Disbursements	(10,785)	-	-	-	(10,785)
Transfers	(265,000)	-	455,000	(330,000)	(140,000)
	<u>(260,032)</u>	<u>-</u>	<u>455,000</u>	<u>(330,000)</u>	<u>(135,032)</u>
CHANGE IN FUND BALANCES					
	1,080,088	66,694	311,176	-	1,457,958
FUND BALANCE - BEGINNING					
	<u>3,846,892</u>	<u>2,824,062</u>	<u>499,738</u>	<u>-</u>	<u>7,170,692</u>
FUND BALANCE - ENDING					
	<u>\$ 4,926,980</u>	<u>\$ 2,890,756</u>	<u>\$ 810,914</u>	<u>\$ -</u>	<u>\$ 8,628,650</u>

The accompanying notes are an integral part of this statement.

Hemingford Public Schools, District No.10
Statement of Assets and Net Position Arising from Cash Transactions -
Proprietary Fund
August 31, 2025

	<u>School Nutrition Fund</u>
ASSETS	
Cash in Bank	\$ <u>116,189</u>
NET POSITION	
Restricted	\$ <u>116,189</u>

The accompanying notes are an integral part of this statement.

Hemingford Public Schools, District No.10
Statement of Cash Receipts, Disbursements, and Changes in
Net Position - Proprietary Fund
For the Year Ended August 31, 2025

	<u>School Nutrition Fund</u>
OPERATING RECEIPTS	
Charges for Sales and Services	\$ 141,695
Commodities Received	11,736
Other Receipts	<u>5,587</u>
Total Operating Receipts	<u>159,018</u>
OPERATING DISBURSEMENTS	
Salaries and Benefits	123,713
Food	189,665
Supplies	2,807
Purchased Services	6,740
Miscellaneous	<u>2,621</u>
Total Operating Disbursements	<u>325,546</u>
Operating Loss	<u>(166,528)</u>
NONOPERATING RECEIPTS	
USDA and State Subsidy	<u>91,853</u>
Loss Before Transfers	<u>(74,675)</u>
TRANSFERS	
Transfers In	<u>140,000</u>
CHANGE IN NET POSITION	65,325
NET POSITION - BEGINNING	<u>50,864</u>
NET POSITION - ENDING	<u>\$ 116,189</u>

The accompanying notes are an integral part of this statement.

Hemingford Public Schools, District No.10
Notes to the Financial Statements
August 31, 2025

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

As discussed further in the following sections of Note 1, these financial statements are presented on the modified cash basis of accounting. The modified cash basis of accounting differs from accounting principles generally accepted in the United States of America (US GAAP). Generally accepted accounting principles include all relevant Governmental Accounting Standards Board (GASB) pronouncements.

A. REPORTING ENTITY

Hemingford Public Schools, District No.10 (the District) is a tax-exempt political subdivision and a Class 3 school district of the State of Nebraska. The reporting entity of the District consists of the primary government (which includes all of the funds, organizations, institutions, agencies, departments, and offices that make up the legal entity, plus those funds for which the primary government has a fiduciary responsibility, even though those fiduciary funds may represent organizations that do not meet the criteria for inclusion in the financial reporting entity); those organizations for which the primary government is financially accountable; and other organizations for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the financial reporting entity's financial statements to be misleading or incomplete.

Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. The District is financially accountable if its Governing Board appoints a voting majority of another organization's governing body and it has the ability to impose its will on that organization, or if there is a potential for that organization to provide specific financial benefits to, or impose specific financial burdens on the District (primary government). The District may also be financially accountable for another organization if that organization is fiscally dependent on the District. There are no potential component units to consider for inclusion.

B. BASIS OF PRESENTATION

Government-wide Financial Statements

The Statement of Net Position and Statement of Activities display information about the reporting entity as a whole. They include all funds of the reporting entity except for fiduciary funds. The statements distinguish between governmental and business-type activities. Governmental activities are generally financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services.

The Statement of Net Position reports all financial and capital resources in a net position form (assets minus liabilities equal net position). Net Position is displayed in three components, as applicable: net investment in capital assets, restricted (distinguishing between major categories of restrictions), and unrestricted.

The Statement of Activities presents a comparison between direct disbursements and program receipts for each segment of the business-type activities of the District and for each function of the District's governmental activities. Direct disbursements are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program receipts include 1) charges paid by recipients of goods and services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Receipts that are not classified as program receipts, including all taxes and state aid, are presented as general receipts.

Hemingford Public Schools, District No.10
Notes to the Financial Statements
August 31, 2025

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, receipts, and disbursements. Funds are organized into three major categories: governmental, proprietary, and fiduciary.

C. FUND TYPES AND MAJOR FUNDS

An emphasis is placed on major funds within the governmental and proprietary categories. A fund is considered major if it is the primary operating fund of the District, or if it meets the following criteria:

1. Total assets, liabilities, receipts, or disbursements of the individual governmental or enterprise fund are at least 10% of the corresponding total for all funds of that category or type, and
2. Total assets, liabilities, receipts, or disbursements of the individual governmental or enterprise fund are at least 5% of the corresponding total for all governmental and enterprise funds combined, or
3. Management has elected to classify one or more governmental or enterprise funds as major for consistency in reporting from year to year, or because of public interest in the fund's operations.

The funds of the District financial reporting entity are described below within the respective fund types:

Governmental Funds

General Fund - The General Fund finances all facets of services rendered by the District. General Fund receipts are classified according to source, while expenditures are classified according to specific functions. The General Fund is maintained by all operating school districts in the state. General Fund expenditures are limited by statute. The tax levy for this fund is restricted. The General Fund is always considered a major fund.

Depreciation Fund - The District has elected to establish a separate fund in order to facilitate the eventual purchase of costly capital outlay by reserving such monies from the General Fund. Transfers from the General Fund to the Depreciation Fund are treated as an expenditure out of the General Fund and as a transfer into the Depreciation Fund at the time of transfer. The purpose of the Depreciation Fund is to spread replacement costs over a period of years in order to avoid a disproportionate tax effort in a single year to meet such an expense. The Depreciation Fund is specifically provided for in the law and is considered a component of the General Fund. The Depreciation Fund is not a major fund.

Employee Benefit Fund - The Employee Benefit Fund is established in order to specifically reserve General Fund money for the benefit of District employees. The District accounts for the allocation of funds from the General Fund to this fund as an expense in the General Fund and as a "transfer from General Fund" in the Employee Benefit Fund. This fund may consist of more than one account for valid allocation purposes. The Employee Benefit Fund is considered a component of the General Fund. The Employee Benefit Fund is not considered a major fund.

Hemingford Public Schools, District No.10
Notes to the Financial Statements
August 31, 2025

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Special Revenue Funds - Special revenue funds are used to account for the proceeds of specific revenue sources (other than trusts for individuals, private organizations, or other governments or for major capital projects) that are legally restricted to expenditures for specified purposes.

Activity Funds - The Activity Funds are used to account for the financial operations of quasi-independent student organizations, interschool athletics, and other self-supporting or partially self-supporting school activities, not part of another fund. The financial operations of all school-connected activities are a legal responsibility of the Board of Education. If deficits in such activities are incurred, they shall be covered by funds transferred from the General Fund. Such revenue shall finance only those projects that qualify for approval under policies established by the District Board of Education for such activities. This is not a major fund.

Cooperative Fund - The cooperative fund is used by the District, acting as a fiscal agent for any cooperative activity between one or more public agencies. All school districts shall show the payment for services to the cooperative in their General Fund. The Cooperative Fund is not a major fund.

Qualified Capital Purpose Undertaking Fund (QCPUF) - The QCPUF is used by the District for the removal of environmental hazards, the reduction or elimination of accessibility barriers in District buildings, the repayment of qualified zone academy bonds, modifications for life safety code violations, life safety hazards, school safety infrastructure concerns, or mold. This fund is financed by a tax levy and is part of the \$1.05 cap. The QCPUF is not a major fund.

Capital Projects Funds - Capital projects funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds).

Special Building Fund - The Special Building Fund is established for acquiring or improving sites and buildings, including the construction, alteration, or improvement of buildings. The sale of bonds, the sale of property, or tax receipts are the primary sources of revenue for this fund. Regardless of the source of money to be used for building construction and related costs, all income for the purposes of this fund shall be accountable through this fund. General Fund expenditures for the purpose of this fund are not allowable. The Board of Education may approve a budget with a levy limitation of 14 cents per one hundred dollars of valuation or a tax levy not to exceed 17.5 cents per one hundred dollars of valuation may be established for this fund by a vote of the people within the District. The Special Building Fund is a major fund.

Proprietary Funds

Enterprise Funds - Enterprise funds may be used to report any activity for which a fee is charged to external users for goods or services. Activities are required to be reported as enterprise funds if any one of the following criteria is met.

- a. The activity is financed with debt that is secured solely by a pledge of the net revenues from fees and charges of the activity. Debt that is secured by a pledge of net revenues from fees and charges and the full faith and credit of a related primary government or component unit, even if that government is not expected to make any payments, is not payable solely from fees and charges of the activity. (Some debt may be secured, in part, by a portion of its own proceeds but should be considered as a payable "solely" from the revenues of the activity.)
- b. Laws or regulations require that the activity's costs of providing services, including capital costs (such as depreciation or debt service), be recovered with fees and charges, rather than with taxes or similar revenues.

Hemingford Public Schools, District No.10
Notes to the Financial Statements
August 31, 2025

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

- c. The pricing policies of the activity establish fees and charges designed to recover its costs, including capital costs (such as depreciation or debt service).

The District's only enterprise fund is as follows:

School Nutrition Fund - The School Nutrition Fund is required to accommodate the financial activities of all Nutrition Programs operated by the District. The School Nutrition Fund reflects a record of all receipts and disbursements incident to the operation of all Nutrition Programs. If a deficit is incurred in the operation, the deficiency shall be covered by funds transferred from the General Fund. This is a major fund.

D. MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe "how" transactions are recorded within the various financial statements. Basis of accounting refers to "when" revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements, regardless of the measurement focus.

The District's basis of accounting is the modified cash basis, which is a basis of accounting other than U.S. GAAP. Under U.S. GAAP, transactions are recorded in the accounts when revenues are earned and liabilities are incurred. Under the modified cash basis, transactions are recorded when cash is received or disbursed.

Measurement Focus

Government-wide Financial Statements

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-type activities are presented using the "economic resources" measurement focus, applied within the limitations of the modified cash basis of accounting as defined below.

Fund Financial Statements

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used and applied within the limitations of the modified cash basis of accounting.

Basis of Accounting

In the government-wide Statement of Net Position and the Statement of Activities and the fund financial statements, governmental activities are presented using the modified cash basis of accounting, which is consistent with the Commissioner of Education and Nebraska Department of Education requirements. Under the modified cash basis of accounting, the Statement of Net Position reports only cash and cash equivalents (those investments with terms to maturity of 90 days (three months) or less at the date of acquisition). Under the modified cash basis of accounting, transactions are recorded in the accounts when cash and/or cash equivalents are received or disbursed and assets and liabilities are recognized to the extent that cash has been received or disbursed. The acceptable modification to the cash basis of accounting implemented by the District in these financial statements is:

- Recording investments in certificates of deposit (those with maturities more than 90 days (three months) from the date of acquisition) acquired with cash assets at cost.

Hemingford Public Schools, District No.10
Notes to the Financial Statements
August 31, 2025

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

As a result of the use of this modified cash basis of accounting, certain assets and their related revenues (such as accounts receivable and revenue for billed or provided services not yet collected) and certain liabilities and their related expenses (such as accounts payable and expenses for goods or services received but not yet paid, and accrued expenses and liabilities) are not recorded in these financial statements.

If the District applied US GAAP, the fund financial statements for governmental funds would use the modified accrual basis of accounting. All government-wide and proprietary fund financial statements would be presented on the accrual basis of accounting.

E. CASH AND CASH EQUIVALENTS

For the purpose of financial reporting, "cash and cash equivalents" includes all demand and savings accounts and certificates of deposit or short-term investments with a term maturity at the date of acquisition of three months or less.

Investments classified in the financial statements consist entirely of certificates of deposit whose term to maturity at the date of acquisition exceeds three months, and/or those types of investments authorized by Nebraska Statute 77, Article 23, and generally include U.S. government obligations and certificates of deposit to the extent they are insured by the Federal Deposit Insurance Corporation or by collateral securities pledged to the District. Under the modified cash basis of accounting, investments are carried at cost.

F. CAPITAL ASSETS

The District has not elected to modify its cash basis presentation by recording capital assets arising from cash transactions and depreciating/amortizing those assets where appropriate. Under the modified cash basis of accounting, the District's capital assets are considered a cost of the program for which they were acquired, for the amount paid in cash, in the government-wide financial statements. The fund financial statements and the proprietary financial statements report such purchases as capital outlays. The District has not elected to modify its cash basis presentation by right-of-use asset and related lease or subscription liabilities arising from cash transactions. Under the modified cash basis of accounting, cash payments for lease activities are a cost of the program for which they were acquired for the amount paid in cash in both the government-wide and fund financial statements.

G. LONG-TERM LIABILITIES

Under the modified cash basis of accounting, cash proceeds from long-term debt issuances are recorded as a receipt, while payments to creditors to reduce long-term debts are recorded as a cost of the program that benefits from the financing. Allocations are made where appropriate. Interest costs are not allocated but are included in debt service expenditures.

Long-term debt arising from cash transactions of all funds is not reported as liabilities in the modified cash basis financial statements.

Under the modified cash basis of accounting, cash payments for lease and subscription activities are recorded as expenditures in the function benefiting from the use of the asset or subscription. Allocations are made where appropriate. Lease liabilities arising from leasing activities are not reported as liabilities in the modified cash basis financial statements.

Hemingford Public Schools, District No.10
Notes to the Financial Statements
August 31, 2025

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. PROGRAM RECEIPTS

Program receipts derive directly from the program itself or from parties other than the District's taxpayers or citizenry, as a whole. Program receipts are classified into three categories, as follows:

Charges for Services - These arise from charges to customers, applicants, or others who purchase, use, or directly benefit from the goods, services, or privileges provided, or are otherwise directly affected by the services.

Program-specific Operating Grants and Contributions - These arise from mandatory and voluntary non-exchange transactions with other governments, organizations, or individuals that are restricted for use in a particular program.

Program-specific Capital Grants and Contributions - These arise from mandatory and voluntary non-exchange transactions with other governments, organizations, or individuals that are restricted for the acquisition of capital assets for use in a particular program.

I. EQUITY CLASSIFICATIONS

Government-wide Financial Statements

Equity is classified as net position and is displayed in two components:

Restricted Net Position - Consists of net position with constraints placed on its use either by (1) external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

Unrestricted Net Position - All other net position that does not meet the definition of "restricted net position" is unrestricted net position.

Fund Financial Statements

Fund equity is classified as fund balance and may distinguish between "Nonspendable", "Restricted", "Committed", "Assigned," and "Unassigned" components.

J. APPLICATION OF NET POSITION

It is the District's policy to first use restricted net position, prior to the use of unrestricted net position, when a disbursement is made for purposes for which both restricted and unrestricted net position are available.

K. FUND BALANCE CLASSIFICATION POLICIES AND PROCEDURES

In accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the District classifies governmental fund balances as follows:

Nonspendable - This classification includes amounts that cannot be spent because they are either (1) not in spendable form or (2) are legally or contractually required to be maintained intact. The District did not have any nonspendable resources as of August 31, 2025.

Restricted - This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The District has classified the fund balances of the Special Building Fund and the QCPUF as being restricted by law and the School Nutrition Program as being restricted by grant revenues.

Hemingford Public Schools, District No.10
Notes to the Financial Statements
August 31, 2025

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Committed - This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the District Board of Education, the District's highest level of decision-making authority. These amounts cannot be used for any other purpose unless the District removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The District has classified the fund balances of the Employee Benefit Fund, Depreciation Fund, Cooperative Fund, and Activity Funds as being committed.

Assigned - This classification includes amounts that are constrained by the District's intent to be used for a specific purpose, but are neither restricted nor committed. The District did not have any assigned resources as of August 31, 2025.

Unassigned - This classification includes the positive residual fund balance for the General Fund and negative fund balances in other governmental funds.

The District does not have a formal minimum fund balance policy.

It is the District's policy to first use restricted fund balance, then committed and assigned fund balances prior to the use of unassigned fund balance, when a disbursement is made for purposes for which other fund balance categories are available.

L. USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

M. COMPENSATED ABSENCES

Vacation pay is earned based on length of service. Vacation pay is recorded as an expenditure of the District as it is paid. Accumulated or vested vacation is not recorded in the financial statements at August 31, 2025, as the District reports on the modified cash basis of accounting.

Sick pay is also earned on the basis of length of service. Sick pay does not vest and is recorded as an expenditure of the District when it is paid. Accrued sick pay is not recorded in the financial statements as the District reports on the modified cash basis of accounting.

NOTE 2 - DEPOSITS AND INVESTMENTS CUSTODIAL CREDIT RISK, CONCENTRATIONS OF CREDIT RISK, AND INTEREST RATE RISK

Carrying value of the District's cash balances at August 31, 2025, consisted of the following:

Checking and Money Market Accounts	\$ 4,742,164
Deposits with County Treasurer	1,059,509
Certificates of Deposit	<u>2,943,166</u>
	<u>\$ 8,744,839</u>

Cash is maintained in the funds as follows:

Governmental Funds	\$ 8,628,650
Proprietary Fund	<u>116,189</u>
	<u>\$ 8,744,839</u>

Hemingford Public Schools, District No.10
Notes to the Financial Statements
August 31, 2025

NOTE 2 - DEPOSITS AND INVESTMENTS CUSTODIAL CREDIT RISK, CONCENTRATIONS OF CREDIT RISK, AND INTEREST RATE RISK (CONTINUED)

Custodial Credit Risk - Deposits - The risk that, in the event of a bank failure, the District's deposits may not be returned to it. For reporting purposes, the amount of total District bank deposits is classified in the following categories of custodial credit risk.

1. Insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized with securities held by the District or by its agent in the District's name.
2. Uninsured, but collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.
3. Uninsured and uncollateralized, or collateralized with securities held by the pledging financial institution, or by its trust department or agent, but not in the District's name, or properly collateralized with no written and approved collateral agreement.

A detail of deposits at August 31, 2025, is as follows:

Type of Deposits	Total Bank Balance	Custodial Credit Risk Category			Total Carrying Value
		1	2	3	
Insured Deposits	\$ 500,000	\$ 500,000	\$ -	\$ -	
Uninsured Deposits	-	-	-	-	
Collateralized	7,395,003	-	7,395,003	-	
	<u>\$ 7,895,003</u>	<u>\$ 500,000</u>	<u>\$ 7,395,003</u>	<u>\$ -</u>	<u>\$ 7,685,330</u>

Interest Rate Risk - The risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District does not have a formal policy that limits the investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

The District had no investments at August 31, 2025 other than certificates of deposit.

NOTE 3 - PROPERTY TAXES

Property taxes are levied on December 1. Real estate taxes are due and attach as an enforceable lien as of January 1. Taxes are payable in two equal installments and become delinquent on May 1 and September 1.

NOTE 4 - COMMITMENTS

Payroll Tax Expense

During the year ended August 31, 2021, the District did not timely file quarterly payroll returns to the applicable taxing authorities for the quarters ended March 31, 2021 and June 30, 2021. The District also did not timely submit payroll tax deposits to the applicable taxing authorities for the months of January 2021 through August 2021. The District has been subjected to penalties and interest due to the late filing of payroll tax returns and the late payment of payroll tax deposits. However, the amount of penalties and interest owed by the District is unknown at this time, as they are under appeal with the Internal Revenue Service.

Hemingford Public Schools, District No.10
Notes to the Financial Statements
August 31, 2025

NOTE 5 - RESTRICTED NET POSITION

Restricted net position for the year ended August 31, 2025, was as follows:

Major Purpose	Restricted By	
Capital Outlay	Law	\$ 2,890,756
Capital Outlay for Safety	Law	71,059
School Lunch	Grants	116,189
		\$ 3,078,004

These balances are restricted due to federal grant and statutory requirements.

NOTE 6 - INTERFUND TRANSFERS

Transfers between funds for the year ended August 31, 2025, were as follows:

Transfers To:					
Major Fund:	Non-major Funds:				
School Nutrition Fund	Activity Fund	Depreciation Fund	Cooperative Fund	Employee Benefit Fund	
Transfers From:	Fund	Fund	Fund	Fund	Fund
Major Fund:					
General Fund	\$ 140,000	\$ 125,000	\$ 200,000	\$ 80,000	\$ 50,000

The transfers from the General Fund to the School Nutrition Fund, Activity Funds, Cooperative Fund, and Employee Benefit Fund were for operational expenditures. Transfers from the General Fund to the Depreciation Fund were for future capital outlay expenditures.

In the fund financial statements, transfers from the General Fund to the Depreciation Fund, Cooperative Fund, and Employee Benefit Fund are reported in the General Fund as operational expenses and not as transfers in accordance with the Nebraska Department of Education guidelines.

NOTE 7 - EMPLOYEES' RETIREMENT SYSTEM

Plan Description

Hemingford Public Schools, District No. 10 contributes to the Nebraska School Employees Retirement System, a cost-sharing multiple-employer defined benefit pension plan administered by the Nebraska Public Employees Retirement System (NPERS). NPERS provides retirement and disability benefits to plan members and beneficiaries. The School Employees Retirement Act establishes benefit provisions.

In 1945, the Nebraska Legislature enacted a law establishing a retirement plan for school employees of the State. During the NPERS fiscal year ended June 30, 2024, there were 263 participating school districts. These were the districts that had contributions during the fiscal year. All regular public school employees in Nebraska, other than those who have their own retirement plan (Class V school districts, Nebraska state colleges, the University of Nebraska, and community colleges), are members of the plan.

Hemingford Public Schools, District No.10
Notes to the Financial Statements
August 31, 2025

NOTE 7 - EMPLOYEES' RETIREMENT SYSTEM (CONTINUED)

Normal retirement is at age 65. For an employee who became a member before July 1, 2013, the monthly benefit is equal to the greater of the following: 1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to \$3.50 per year of services; or 2) the average of the three 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of 2%, and an actuarial factor based on age.

For an employee who became a member on or after July 1, 2013, the monthly benefit is equal to the greater of the following: 1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to \$3.50 per year of service; or 2) the average of the five 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of 2%, and an actuarial factor based on age.

Employees' benefits are vested after five years of plan participation or when termination occurs at age 65 or later. Vested members are eligible to receive an unreduced retirement benefit at age 65.

A member's age will determine eligibility to receive a monthly benefit and whether those benefits are reduced or unreduced. Benefit calculations vary with early retirement. At ages 55 to 64, members who are in tier one, two, or three may qualify to receive unreduced benefits under the "Rule of 85" if the member's attained age plus creditable service equals 85 or greater. At ages 60 to 64, members may qualify to receive unreduced benefits under the tier four "rule of 85" if the member's attained age plus creditable service equals 85 or greater.

For school employees who became members prior to July 1, 2013, the benefit paid to a retired member or beneficiary receives an annual cost-of-living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or 2.5%. The current benefit paid to a retired member or beneficiary is adjusted so that the purchasing power of the benefit being paid is not less than 75% of the purchasing power of the initial benefit.

For school employees who became members on or after July 1, 2013, the benefit paid to a retired member or beneficiary receives an annual cost-of-living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or 1%. There is no purchasing power floor for employees who fall under this tier.

For the District's year ended August 31, 2025, the District's total payroll for all employees was \$4,396,354. Total covered payroll was \$4,188,216. Covered payroll refers to all compensation paid by the District to active employees covered by the Plan.

Contributions

On May 6, 2024, LB645 was signed into law. LB645 changes contribution rates for the School Employees Retirement System ("the Plan"). The contribution rate for members, employers, and the State of Nebraska will now be dependent on the funded status of the Plan as determined by the independent, third-party actuarial valuation report.

Hemingford Public Schools, District No.10
Notes to the Financial Statements
August 31, 2025

NOTE 7 - EMPLOYEES' RETIREMENT SYSTEM (CONTINUED)

LB645 states the contribution rates shall be calculated as of July 1 each year and will be based on the actuarial value of assets in the Plan as of the most recent actuarial valuation report presented to the Public Employees Retirement Board. The funded status in the report will determine the contribution rate to be implemented July 1 of the next year.

Funded Status	Employee	Employer	State
100% of above	7.25%	7.32%	0.00%
Between 98% and less than 100%	8.00%	8.08%	0.70%
Between 96% and less than 98%	8.75%	8.84%	0.70%
Less than 96%	9.75%	9.85%	2.00%

The employee contribution was equal to 9.78% from July 1, 2023 to June 30, 2024. The employee contribution was 8.0% from July 1, 2025 to August 31, 2025. The District (employer) contribution is 101% of the employee contribution. The District's contribution to the Plan for the year ended August 31, 2025 was \$402,202.

The state contributed an amount equal to 2% of the compensation of all members through June 30, 2025 and 0.7% July 1, 2025 to August 31, 2025. This contribution is considered a non-employer contribution since school employees are not employees of the state.

Plan Fiduciary Net Position

Detailed information about the Plan's fiduciary net position is available in the separately issued Nebraska Public Employees Retirement Systems Plan financial report. NPERS issues a publicly available financial report that includes financial statements and required supplementary information for NPERS. That report may be obtained via the internet at http://www.auditors.nebraska.gov/APA_Reports.

NOTE 8 - RISK MANAGEMENT

The District carries commercial insurance for substantially all risks of loss. There have been no claims resulting from these risks that have exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 9 - ECONOMIC DEPENDENCY

The District depends on financial resources flowing from, or associated with, both the Federal Government and the State of Nebraska. Because of this dependency, the District is subject to changes in specific flows of intergovernmental revenues, such as State Aid, based on modifications to Federal and State laws and Federal and State appropriations.

NOTE 10 - CONTINGENCIES

The District participates in numerous federal and state-assisted grant programs, which are governed by various rules and regulations of the grantor agencies. These programs are subject to financial and compliance audits by the granting agencies. To the extent that the District has not complied with the rules and regulations governing the grants, refunds of any money received may be required. In the opinion of the District, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants.

NOTE 11 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through the date of the independent auditor's report, which is the date the financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

Hemingford Public Schools, District No.10
Budgetary Comparison Schedule - General Fund
For the Year Ended August 31, 2025

		Budget (Original and Final)	Actual
RECEIPTS			
Receipts from Local Sources:			
1100-000	Property Taxes	\$ 6,250,000	\$ 4,299,728
1115-000	Carline Taxes	20,000	18,777
1125-000	Motor Vehicle Taxes	175,000	212,673
1140-000	Penalties and Interest on Taxes	-	17,228
1510-000	Interest on Investments	10,000	66,435
1990-000	Miscellaneous Local Receipts	-	150
	Total Receipts from Local Sources	<u>6,455,000</u>	<u>4,614,991</u>
Receipts from Intermediate Sources:			
2110-000	County Fines and Licenses	-	18,959
Receipts from State Sources:			
3110-000	State Aid	1,247,107	1,247,107
3120-000	Special Education	300,000	397,208
3130-000	Homestead Exemption	-	47,338
3131-000	Property Tax Credit	-	2,134,915
3180-000	Pro-rate Motor Vehicle	10,000	17,890
3400-000	State Apportionment	50,000	113,285
3512-000	Distance Education Incentive Payments	10,000	22,787
3535-000	Payments for High-ability Learners	3,000	4,969
3551-000	Career Education	-	7,500
	Total Receipts from State Sources	<u>1,620,107</u>	<u>3,992,999</u>
Receipts from Federal Sources:			
4212-000	Title I, Part A Support for Improvement	-	2,822
4310-000	REAP	43,669	43,669
4418-000	IDEA Part B PEAK Projects	-	3,239
4505-000	Title I, Part A ESSA Improving Basic Programs	59,464	114,431
4509-000	Title II, Part A ESSA Supporting Effective Instruction	-	22,787
4516-000	IDEA Preschool - Base Allocation	-	6,536
4518-000	IDEA Part b (611) Base & Enrollment Poverty Allocation	87,682	251,187
4521-000	IDEA Part B, Proportionate Share	-	2,845
4524-000	Other Federal Non-categorical Receipts	-	56
4525-000	Federal Vocational and Applied Technology Education (Carl Perkins)	-	2,920
4706-000	Grazing	1,000	6
4707-000	Forest Reserve	-	214
4708-000	Medicaid in Public Schools (MIPS)	20,000	21,591
4709-000	Medicaid Administrative Activities (MAAPS)	5,000	5,123
4998-000	Elementary & Secondary School Emergency Relief (ARP ESSER III)	31,000	31,500
	Total Receipts from Federal Sources	<u>247,815</u>	<u>508,926</u>

See notes to the supplementary information and independent auditor's report.

Hemingford Public Schools, District No.10
Budgetary Comparison Schedule - General Fund (Continued)
For the Year Ended August 31, 2025

	Budget (Original and Final)	Actual
Other Non-revenue Receipts:		
5301-000 Insurance Adjustments	-	2,941
5320-000 Sale of Property	-	548
5690-000 Other Non-revenue Receipts	-	1,430
9000-000 Non-program Receipts	-	10,834
	-	10,834
Total Other Non-revenue Receipts	-	15,753
	-	15,753
TOTAL RECEIPTS	8,322,922	9,151,628
DISBURSEMENTS		
1000-000 Instruction	4,740,000	4,373,718
2100-000 Support Services - Students	510,000	356,860
2200-000 Support Services - Instruction	250,000	265,718
2300-000 Support Services - General Administration	365,000	255,167
2400-000 Support Services - School Administration	400,000	307,226
2500-000 Central Services	175,000	151,782
2600-000 Operation and Maintenance of Plant	621,930	820,617
2700-000 Student Transportation	750,000	698,167
3300-000 Operation of Non-Instructional Services	10,000	-
3500-000 State Categorical Programs	50,000	129,460
4000-000 Facilities Acquisitions and Construction	-	200,000
6000-000 Federal Programs	250,000	237,040
	250,000	237,040
TOTAL DISBURSEMENTS	8,121,930	7,795,755
OTHER FINANCING USES		
9000-000 Non-program Expenses	-	(10,785)
8000-000 Transfers to Depreciation Fund	(295,000)	-
8000-000 Transfers to Employee Benefit Fund	(50,000)	-
8000-000 Transfers to Cooperative Fund	(65,000)	-
8000-912 Transfers to Lunch Fund	(65,000)	(140,000)
8000-913 Transfers to Activities Fund	(125,000)	(125,000)
	(125,000)	(125,000)
TOTAL OTHER FINANCING USES	(600,000)	(275,785)
FUND BALANCE - BEGINNING	3,428,629	3,846,892
Total Receipts	8,322,922	9,151,628
Total Funds Available	11,751,551	12,998,520
Less Total Disbursements	8,721,930	8,071,540
FUND BALANCE - ENDING	\$ 3,029,621	\$ 4,926,980

See notes to the supplementary information and independent auditor's report.

Hemingford Public Schools, District No.10
Budgetary Comparison Schedule - General Fund (Continued)
For the Year Ended August 31, 2025

	Actual
Analysis of Fund Balance:	
Cash in Bank:	
Checking Accounts	\$ 2,950,177
Certificates of Deposit	976,564
Total Cash in Bank	3,926,741
Cash with County Treasurer:	
Box Butte County	831,287
Dawes County	148,784
Sheridan County	20,168
Total Cash with County Treasurer	1,000,239
TOTAL FUND BALANCE - ENDING	\$ 4,926,980

See notes to the supplementary information and independent auditor's report.

Hemingford Public Schools, District No.10
General Fund Schedule of Cash Disbursements - Budget and Actual
For the Year Ended August 31, 2025

	Budget (Original and Final)	Actual
Instruction:		
Regular Instruction	\$ 3,740,000	\$ 3,487,209
Poverty Programs	-	176,977
Early Childhood Educational Programs	-	139,442
Special Education Instructional Programs - School Age	1,000,000	557,941
Summer School	-	12,149
	<u>4,740,000</u>	<u>4,373,718</u>
Support Services - Students:		
Guidance Services	169,301	137,213
Health Services	65,650	19,478
Psychological Services	-	18,117
Psychological Services: SPED School Age	32,091	-
Speech Pathology and Audiology Services	1,016	-
Speech Pathology and Audiology Services: SPED School Age	108,841	122,241
Speech Pathology and Audiology Services: SPED Ages 3-5	31,556	-
Speech Pathology and Audiology Services: SPED Ages 0-2	15,782	-
Occupational Therapy-related Services: SPED School Age	27,991	23,309
Occupational Therapy-related Services: SPED Ages 3-5	1,518	37
Occupational Therapy-related Services: SPED Ages 0-2	3,542	449
Physical Therapy-related Services: SPED School Age	15,655	19,318
Physical Therapy-related Services: SPED Ages 3-5	2,780	1,867
Physical Therapy-related Services: SPED Ages 0-2	3,542	1,071
Visually Impaired-related Services	-	7,676
Visually Impaired-related Services: SPED School Age	13,113	-
Other Student Support Services	<u>17,622</u>	<u>6,084</u>
	<u>510,000</u>	<u>356,860</u>
Support Services - Instruction:		
Improvement of Instruction	3,722	75
School Improvement	13,289	2,104
Instructional Staff Training	7,380	11,432
Implementation of Standards	2,421	-
Library/Media Services	83,619	111,455
Educational Television Services	25,117	27,874
Instruction-related Technology	99,845	108,657
Academic Student Assessment	<u>14,607</u>	<u>4,121</u>
	<u>250,000</u>	<u>265,718</u>
Support Services - General Administration:		
Board of Education	150,000	60,409
Executive Administration	190,000	187,429
District Legal Services	<u>25,000</u>	<u>7,329</u>
	<u>365,000</u>	<u>255,167</u>
Support Services - School Administration:		
Office of the Principal	<u>400,000</u>	<u>307,226</u>

See notes to the supplementary information and independent auditor's report.

Hemingford Public Schools, District No.10
General Fund Schedule of Cash Disbursements -
Budget and Actual (Continued)
For the Year Ended August 31, 2025

	Budget (Original and Final)	Actual
Central Services:		
Fiscal Services	143,865	139,878
Printing, Publishing, and Duplicating Services	15,000	11,904
Public Information Services	2,069	-
Personnel Services	10,103	-
Administrative Technology Services	3,963	-
Total Central Services	<u>175,000</u>	<u>151,782</u>
Operation and Maintenance of Plant:		
Operation of Buildings	326,930	405,437
Maintenance of Buildings	185,000	243,003
Vehicle Operation, Maintenance, and Purchasing	95,000	145,097
Safety	15,000	27,080
Total Operation and Maintenance of Plant	<u>621,930</u>	<u>820,617</u>
Student Transportation:		
Regular Education	750,000	601,714
Vehicle Servicing & Maintenance - Regular Education	-	96,453
Total Student Transportation	<u>750,000</u>	<u>698,167</u>
Operation of Non-Instructional Services:		
Community Services Operations	10,000	-
State Categorical Programs:		
Distance Education Incentive Payments	30,000	111,494
High Ability Learners	10,000	8,171
Career Education	10,000	9,795
Total State Categorical Programs	<u>50,000</u>	<u>129,460</u>
Facilities Acquisitions and Construction:		
Building Improvements	-	200,000
Federal Programs:		
Title I, Part A ESEA/ESSA Improving Basic Programs	116,000	81,541
Title I, Part A Support for Improvement	-	23,130
IDEA Preschool - Base Allocation	5,000	4,578
IDEA Part B (611)	65,000	64,800
IDEA Part B, Proportionate Share	3,000	3,876
Federal Vocational and Applied Technology Education (Carl Perkins)	2,000	1,305
REAP	59,000	57,810
Total Federal Programs	<u>250,000</u>	<u>237,040</u>
TOTAL OPERATIONAL CASH DISBURSEMENTS	<u>\$ 8,121,930</u>	<u>\$ 7,795,755</u>

See notes to the supplementary information and independent auditor's report.

Hemingford Public Schools, District No.10
Budgetary Comparison Schedule - Special Building Fund
For the Year Ended August 31, 2025

	<u>Budget (Original and Final)</u>	<u>Actual</u>
FUND BALANCE - BEGINNING	\$ 2,714,882	\$ 2,824,062
RECEIPTS		
Property Taxes	264,394	206,770
Carline Taxes	1,040	901
Penalties and Interest on Taxes	558	851
Interest on Investments	10,400	107,818
Homestead Exemption	-	2,275
Property Tax Credit	22,880	102,476
Pro-rate Motor Vehicle	728	862
TOTAL RECEIPTS	<u>300,000</u>	<u>421,953</u>
DISBURSEMENTS		
Operation and Maintenance of Plant:		
Maintenance of Buildings	-	770
Safety	-	4,040
Total Operation and Maintenance of Plant	<u>-</u>	<u>4,810</u>
State Categorical Programs:		
School Safety and Security Act	-	37,602
Facilities Acquisitions and Construction:		
Land Improvement	-	65,582
Architecture and Engineering	-	66,559
Site Improvements	3,014,882	4,723
Building Improvements	-	175,983
Total Facilities Acquisitions and Construction	<u>3,014,882</u>	<u>312,847</u>
TOTAL DISBURSEMENTS	<u>3,014,882</u>	<u>355,259</u>
FUND BALANCE - ENDING	<u>\$ -</u>	<u>\$ 2,890,756</u>

See notes to the supplementary information and independent auditor's report.

Hemingford Public Schools, District No.10
Budgetary Comparison Schedule - Special Building Fund (Continued)
For the Year Ended August 31, 2025

Analysis of Fund Balance:

Cash in Bank:

Checking Account	\$ 416,822
Nebraska Liquid Asset Fund Account	459,916
Certificates of Deposit	<u>1,966,602</u>
 Total Cash in Bank	 <u><u>\$ 2,843,340</u></u>

Cash with County Treasurer:

Box Butte County	39,375
Dawes County	7,076
Sheridan County	<u>965</u>
 Total Cash with County Treasurer	 <u><u>\$ 47,416</u></u>

TOTAL FUND BALANCE - ENDING	<u><u>\$ 2,890,756</u></u>
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See notes to the supplementary information and independent auditor's report.

Hemingford Public Schools, District No.10
Notes to the Supplementary Information
For the Year Ended August 31, 2025

BASIS OF PRESENTATION

The budgetary comparison schedule has been prepared on the modified cash basis of accounting and presents capital outlay and debt service disbursements within each function similar to the Statement of Activities - Modified Cash Basis.

BUDGETS AND BUDGETARY ACCOUNTING

The District follows these procedures as required by the Nebraska Budget Act in establishing the budgetary data reflected in the supplementary information:

1. Prior to September 1, the District prepares a proposed operating budget for all funds for the fiscal year commencing September 1. The operating budget includes proposed expenditures and the means of financing them. The budget document also includes levy limit calculations and corresponding assessed valuations. The maximum "common levy" after allowable exclusions cannot exceed \$1.05 per \$100 valuation.
2. At least one public hearing is required to be conducted to obtain taxpayer comments.
3. At a meeting prior to September 30th, the budget is adopted by the School Board and the amounts provided therein are appropriated.
4. The legal level of budgetary control is at the fund level. If it is determined during the year that sufficient amounts have not been budgeted by the fund, state statute allows the adoption of supplemental amended budgets.
5. All unexpended appropriations lapse at year-end, as the District does not use encumbrance accounting.

See independent auditor's report.

OTHER SUPPLEMENTARY INFORMATION

Hemingford Public Schools, District No.10
Combined Schedule of Cash Receipts, Disbursements, and Changes in Fund Balances
For the Year Ended August 31, 2025

	Fund Balances at Beginning of Year	Receipts	Disbursements	Transfers In (Out)	Excess (Deficiency) of Receipts Over (Under) Disbursements	Fund Balances at End of Year	Fund Balance Composition	
							School District Treasurer's Cash and Investments	County Treasurer's Balance
General Fund	\$ 3,846,892	\$ 9,151,628	\$ 7,806,540	\$ (265,000)	\$ 1,080,088	\$ 4,926,980	\$ 3,926,741	\$ 1,000,239
Depreciation Fund	100,692	1,620	-	200,000	201,620	302,312	302,312	-
Employee Benefit Fund	57,051	206	19,661	50,000	30,545	87,596	87,596	-
Special Building Fund	2,824,062	421,953	355,259	-	66,694	2,890,756	2,843,340	47,416
Cooperative Fund	40,793	51,458	99,976	80,000	31,482	72,275	72,275	-
QCPUF	-	71,059	-	-	71,059	71,059	59,205	11,854
Activity Fund	301,202	248,321	396,851	125,000	(23,530)	277,672	277,672	-
School Nutrition Fund	50,864	250,871	325,546	140,000	65,325	116,189	116,189	-
Total - All Funds	\$ 7,221,556	\$ 10,197,116	\$ 9,003,833	\$ 330,000	\$ 1,523,283	\$ 8,744,839	\$ 7,685,330	\$ 1,059,509

See independent auditor's report.

Hemingford Public Schools, District No.10
Budgetary Comparison Schedule - Depreciation Fund
For the Year Ended August 31, 2025

	Budget (Original and Final)	Actual
FUND BALANCE - BEGINNING	\$ 100,545	\$ 100,692
RECEIPTS		
Interest Income	-	1,620
Transfers in from Other Funds	295,000	200,000
TOTAL RECEIPTS	295,000	201,620
DISBURSEMENTS		
Capital Outlay	395,545	-
FUND BALANCE - ENDING	\$ -	\$ 302,312
Analysis of Fund Balance:		
Cash in Bank:		
Checking Account		\$ 302,312

See independent auditor's report.

Hemingford Public Schools, District No.10
Budgetary Comparison Schedule - Employee Benefit Fund
For the Year Ended August 31, 2025

	Budget (Original and Final)	Actual
FUND BALANCE - BEGINNING	\$ 57,010	\$ 57,051
RECEIPTS		
Interest Income	-	206
Transfers in from Other Funds	50,000	50,000
TOTAL RECEIPTS	50,000	50,206
DISBURSEMENTS		
Other Support Services	107,010	19,661
FUND BALANCE - ENDING	\$ -	\$ 87,596
Analysis of Fund Balance:		
Cash in Bank:		
Checking Account		\$ 87,596

See independent auditor's report.

Hemingford Public Schools, District No.10
Budgetary Comparison Schedule - Cooperative Fund
For the Year Ended August 31, 2025

	Budget (Original and Final)	Actual
FUND BALANCE - BEGINNING	\$ 40,763	\$ 40,793
RECEIPTS		
Tuition	50,000	51,276
Interest Income	-	182
Transfers In from Other Funds	65,000	80,000
TOTAL RECEIPTS	115,000	131,458
DISBURSEMENTS		
Regular Instruction	155,763	99,976
FUND BALANCE - ENDING	\$ -	\$ 72,275
Analysis of Fund Balance		
Cash in Bank:		
Checking Account		\$ 72,275

See independent auditor's report.

Hemingford Public Schools, District No.10
Budgetary Comparison Schedule - School Nutrition Fund
For the Year Ended August 31, 2025

	Budget (Original and Final)	Actual
NET POSITION - BEGINNING	\$ 40,933	\$ 50,864
RECEIPTS		
Lunchroom Sales	100,000	141,695
State Reimbursements	1,000	1,051
Federal Reimbursements	158,067	90,802
Commodities Received	30,000	11,736
Other Receipts	-	5,587
Transfers In from Other Funds	65,000	140,000
TOTAL RECEIPTS	354,067	390,871
DISBURSEMENTS		
Salaries and Benefits	135,000	123,713
Food	250,000	177,929
Commodities Disbursed	-	11,736
Supplies	5,000	2,807
Purchased Services	5,000	6,740
Miscellaneous	-	2,621
TOTAL DISBURSEMENTS	395,000	325,546
NET POSITION- ENDING	\$ -	\$ 116,189
Analysis of Net Position		
Cash in Bank:		
Checking Account		\$ 116,189

See independent auditor's report.

Hemingford Public Schools, District No.10
Budgetary Comparison Schedule -
Qualified Capital Purpose Undertaking Fund
For the Year Ended August 31, 2025

	Budget (Original and Final)	Actual
FUND BALANCE - BEGINNING	\$ -	\$ -
RECEIPTS		
Property Taxes	75,000	44,539
Penalties and Interest on Taxes	-	10
Interest on Investments	-	179
Homestead Exemption	-	570
Property Tax Credit	-	25,621
Pro-rate Motor Vehicle	-	140
TOTAL RECEIPTS	<u>75,000</u>	<u>71,059</u>
DISBURSEMENTS		
School Safety and Security Act	<u>75,000</u>	<u>-</u>
FUND BALANCE - ENDING	<u>\$ -</u>	<u>\$ 71,059</u>
Analysis of Fund Balance		
Cash in Bank:		
Checking Account		<u>\$ 59,205</u>
Cash with County Treasurer:		
Box Butte County		9,844
Dawes County		1,769
Sheridan County		<u>241</u>
Total Cash with County Treasurer		<u>11,854</u>
TOTAL FUND BALANCE - ENDING		<u>\$ 71,059</u>

See independent auditor's report.

Hemingford Public Schools, District No.10
Budgetary Comparison Schedule - Activity Funds
For the Year Ended August 31, 2025

	Budget (Original and Final)	Actual
FUND BALANCE - BEGINNING	\$ 292,628	\$ 301,202
RECEIPTS		
Activity Receipts	325,000	248,321
Transfers In from Other Funds	-	125,000
TOTAL RECEIPTS	325,000	373,321
DISBURSEMENTS		
Activity Disbursements	617,628	396,851
FUND BALANCE - ENDING	\$ -	\$ 277,672
Analysis of Fund Balance:		
Cash in Bank:		
Checking Account		\$ 277,672

See independent auditor's report.

Hemingford Public Schools, District No.10
Schedule of Cash Receipts, Disbursements, and
Changes in Fund Balances - Activity Funds
For the Year Ended August 31, 2025

	Beginning Fund Balance	Receipts	Transfers In (Out)	Disbursements	Ending Fund Balance
Athletics:					
Athletics	\$ 178,498	\$ 26,316	\$ (52,892)	\$ 110,486	\$ 41,436
Uniforms	(1,437)	13,000	27,000	26,143	12,420
Athletic Club	6,069	20,677	-	21,199	5,547
Random Drug Testing	(1,891)	4,000	2,000	3,742	367
Cheerleaders	(3,011)	7,845	3,012	7,333	513
Football Fundraising	12,576	714	-	7,020	6,270
Football	(11,901)	8,500	32,000	18,773	9,826
Volleyball Fundraiser	3,732	4,526	-	4,422	3,836
Volleyball	(2,228)	6,500	6,000	8,571	1,701
Basketball	338	11,679	1,000	11,081	1,936
Wrestling	(10,643)	14,889	19,000	18,649	4,597
Boys Wrestling Fundraiser	5,020	6,338	-	6,927	4,431
Girls Wrestling Fundraiser	691	3,013	-	3,113	591
Cross Country Fundraiser	4,971	749	-	1,778	3,942
Cross Country	(3,529)	1,500	6,800	2,404	2,367
Golf	(3,646)	105	8,800	2,493	2,766
Track	(11,640)	3,024	47,000	24,772	13,612
Track Fundraiser	173	1,351	-	755	769
Bowling	-	1,000	2,000	918	2,082
Girls Athletics Fundraiser	6,984	4,879	-	410	11,453
Girls On the Run	360	-	-	-	360
Subtotal Athletics	<u>169,486</u>	<u>140,605</u>	<u>101,720</u>	<u>280,989</u>	<u>130,822</u>
Clubs and Organizations:					
DC Trip - World Stride	5,176	23,764	-	25,525	3,415
E-sports	(1,694)	538	2,000	390	454
E-sports Fundraising	414	-	-	83	331
Speech	(2,677)	-	4,300	862	761
Speech Fundraising	60	-	-	-	60
Dramatics	(1,475)	4,404	3,480	3,933	2,476
Dramatics Fundraising	4,265	4,160	-	5,632	2,793
FFA	28,848	32,127	-	32,704	28,271
Shop Materials	8,562	2,932	-	994	10,500
FCCLA	121	2,887	-	2,079	929
Honor Society	1,192	134	-	68	1,258
Music	4,768	188	-	280	4,676
Scholarships	2,671	2,137	-	-	4,808
Student Council - Middle School	3,604	2,743	-	2,460	3,887
Student Council	3,098	2,529	-	3,565	2,062
Health Professions	989	-	-	-	989
Yearbook	7,753	3,185	9,000	14,651	5,287
4th Grade - Jespersen	3,647	-	-	246	3,401
4th Grade	-	1,347	-	725	622
Science	1,256	-	-	-	1,256
Science Olympiad	1,170	2,928	-	1,477	2,621
Subtotal Clubs and Organizations	<u>71,748</u>	<u>86,003</u>	<u>18,780</u>	<u>95,674</u>	<u>80,857</u>

See independent auditor's report.

Hemingford Public Schools, District No.10
Schedule of Cash Receipts, Disbursements, and
Changes in Fund Balances - Activity Funds (Continued)
For the Year Ended August 31, 2025

	Beginning Fund Balance	Receipts	Transfers In (Out)	Disbursements	Ending Fund Balance
Miscellaneous:					
Courtesy Fund	2,396	590	-	136	2,850
Elementary Teachers	8,939	17	-	-	8,956
Elementary Principal	1,911	-	-	89	1,822
High School Teachers	8,078	-	-	-	8,078
High School Principal	2,312	-	-	761	1,551
Miscellaneous	3,256	1,332	-	829	3,759
Book Fair	5,432	3,487	-	3,468	5,451
Art	819	6,348	-	4,637	2,530
Hope Squad	5,296	2,442	-	2,293	5,445
Bobcat Cares	940	1,000	-	1,152	788
Culture and Climate	(314)	-	4,500	2,395	1,791
Subtotal Miscellaneous	<u>39,065</u>	<u>15,216</u>	<u>4,500</u>	<u>15,760</u>	<u>43,021</u>
Classes:					
Graduated Classes	8,784	-	-	-	8,784
Class of 2023	70	-	-	-	70
Class of 2024	1,775	-	-	599	1,176
Class of 2025	3,583	-	-	1,402	2,181
Class of 2026	3,617	1,917	-	2,327	3,207
Class of 2027	2,088	1,060	-	-	3,148
Class of 2028	494	1,507	-	100	1,901
Class of 2029	352	873	-	-	1,225
Class of 2030	140	990	-	-	1,130
Class of 2031	-	150	-	-	150
Subtotal Classes	<u>20,903</u>	<u>6,497</u>	<u>-</u>	<u>4,428</u>	<u>22,972</u>
Total	<u>\$ 301,202</u>	<u>\$ 248,321</u>	<u>\$ 125,000</u>	<u>\$ 396,851</u>	<u>\$ 277,672</u>

See independent auditor's report.

OTHER INFORMATION

Hemingford Public Schools, District No.10
Board of Education
August 31, 2025

PRESIDENT

Justin Ansley

VICE PRESIDENT

Trish Schumacher

SECRETARY

Blanche Randolph

TREASURER

Kristy Hanks

MEMBERS

Rick Horstman

Brett Cullan

Micki Votruba

SUPERINTENDENT

Dr. Travis Miller

See independent auditor's report.

HEMINGFORD PUBLIC SCHOOLS, DISTRICT NO. 10

Communication with Those
Charged with Governance

August 31, 2025



October 30, 2025

School Board
Hemingford Public Schools District No.10
Hemingford, Nebraska

We have audited the financial statements of Hemingford Public Schools, District No.10 (the District) as of and for the year ended August 31, 2025, and have issued our report thereon dated October 30, 2025. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated June 9, 2025, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by Casey Peterson, LTD and reviewed by management with your oversight are presented fairly, in all material respects, in accordance with the modified cash basis of accounting. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of the system of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, as part of our audit, we considered the system of internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and other matters noted during our audit in a separate letter to you dated October 30, 2025.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

As requested, we prepared the financial statements and related notes from trial balances, schedules, and other supporting documents provided by management, assisted with the preparation of the Annual Financial Report, proposed adjusting journal entries, and consulted management on the implementation of new accounting standards, as applicable. The preparation of the financial statements is a threat to our independence. These services and related documents have been reviewed in detail by District management. An additional review was also performed by a member of our audit team who was not involved in the audit.

Significant Risks Identified

We are responsible for communicating the significant risks identified in our audit of the financial statements of the District. This communication is intended to inform you of such matters and to assist you in fulfilling your responsibility to oversee the financial reporting process. Significant risks are identified in the regular course of an audit engagement and align with the audit areas that deserve special audit consideration. We devote specific and additional attention to those areas to determine whether they are free from material misstatement. We did not identify any additional issues to report to the Board.

We have identified the following significant risks:

- Management override of controls
- Improper revenue recognition
- Reliance on the auditor to prepare the financial statements and related notes
- Budgetary and statutory compliance
- Lack of segregation of responsibilities due to limited number of personnel

Qualitative Aspects of the District's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. The District has not adopted any new accounting policies and there have been no other changes in significant accounting policies or their application during the fiscal year ended August 31, 2025. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates and Related Disclosures

Accounting estimates and the related disclosures are an integral part of the financial statements and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. Since the financial reporting for Nebraska School Districts is on the modified cash basis of accounting, no material accounting estimates were noted.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There are no disclosures in the financial statements that are particularly sensitive.

The financial statement disclosures are neutral, consistent, and clear.

Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. We identified no significant unusual transactions during our audit procedures that were required to be brought to the attention of management.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

- To correct the presentation of Activity Fund balances
- To record earnings on the investment account and CDs
- To reclassify the money market balance from the cash account
- To adjust the County Treasurer's cash on hand based on the August 2025 County reports
- To record commodities received

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the District's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated October 30, 2025.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the District, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

Hemingford Public Schools, District No.10

October 30, 2025

Page 4 of 4

This report is intended solely for the information and use of the Board of Education and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Casey Peterson, LTD

Casey Peterson, LTD

Rapid City, South Dakota

Hemingford Public Schools, District No.10

October 30, 2025

Casey Peterson, LTD
909 St. Joseph Street, Ste 101
Rapid City, South Dakota 57701

This representation letter is provided in connection with your audit of the modified cash basis financial statements of Hemingford Public Schools, District No.10 (the District), which comprise the respective statements of financial position of the governmental funds, the business-type activities, each major fund, and the aggregate remaining fund information as of August 31, 2025, and the respective changes in financial position for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements of the various opinion units are presented fairly, in all material respects, in accordance with the modified cash basis of accounting.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information such that, in the light of surrounding circumstances, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Except where otherwise stated below, immaterial matters less than \$20,000 collectively are not considered to be exceptions that require disclosure for the purpose of the following representations. This amount is not necessarily indicative of amounts that would require adjustment to or disclosure in the financial statements.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of October 30, 2025.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated June 9, 2025, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with the modified cash basis of accounting.
2. The financial statements referred to above have been fairly presented in accordance with the modified cash basis of accounting and include all properly classified funds and notes to the basic financial statements.
3. We acknowledge our responsibility for the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure.
6. All related party relationships and transactions have been appropriately accounted for and disclosed.
7. All events subsequent to the date of the financial statements requiring adjustment or disclosure have been adjusted or disclosed.
8. There were no uncorrected misstatements.
9. We have reviewed and approved the various journal entries that were proposed by you for recording in our books and records. These entries have been posted to our accounts. See attached schedule.

10. We are not aware of any pending or threatened litigation, claims, or assessments, or unasserted claims or assessments that are required to be disclosed in the financial statements in accordance with U.S. GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, which codifies FASB Accounting Standards Codification™ (ASC) 450, *Contingencies*, and we have not consulted a lawyer concerning litigation, claims, or assessments.
11. All funds and activities are properly classified.
12. All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
13. All net position components and fund balance classifications have been properly reported and, if applicable, approved.
14. All receipts within the statement of activities have been properly classified as program receipts, general receipts, contributions to term or permanent endowments, or contributions to permanent fund principal.
15. All disbursements have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
16. All interfund and intra-entity transactions and balances have been properly classified and reported.
17. Deposit and investment risks have been properly and fully disclosed.
18. Non-exchange and exchange financial guarantees, either written or oral, under which it is more likely than not that a liability exists, or if we are obligated in any matter, have been properly disclosed.
19. We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
20. We have reviewed, approved, and taken responsibility for the financial statements and related notes.
21. We have a process to track the status of audit findings and recommendations.
22. We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
23. With regard to pensions:
 - a. We believe that the actuarial assumptions and methods used to measure pension liabilities and costs for financial accounting purposes are appropriate in the circumstances.
 - b. We are unable to determine the possibility of a withdrawal liability from the plan, of which we are a sponsor and are not currently contemplating withdrawing from the plan.
 - c. Increases in benefits, elimination of benefits and all similar amendments have been disclosed in accordance with the modified cash basis of accounting and are included in the most recent actuarial valuation, or disclosed as a subsequent event.

24. We have conducted a comprehensive risk assessment and disclosed all material concentrations and constraints in accordance with GASB Statement No. 102, *Certain Risk Disclosures*. These disclosures provide sufficient detail to enable users of financial statements to understand the nature of the circumstances disclosed and the District's vulnerability to the risk of a substantial impact associated with the concentration or constraint, if applicable.
25. We have evaluated the concentrations and constraints, including those that occur subsequent to the statement of net position date but before the financial statements are issued and have been properly disclosed in the financial statements as subsequent events.
26. With respect to the preparation of the financial statements, assistance with the Annual Financial Report, proposal of adjusting journal entries, and consultation on the implementation of accounting standards, as applicable, we have performed the following:
 - a. Made all management decisions and performed all management functions;
 - b. Assigned a competent individual to oversee the services;
 - c. Evaluated the adequacy of the services performed;
 - d. Evaluated and accepted responsibility for the result of the service performed; and
 - e. Established and maintained internal controls, including a process to monitor the system of internal control.

Information Provided

27. We have provided you with:
 - a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
 - b. Additional information that you have requested from us for the purpose of the audit; and
 - c. Unrestricted access to persons within the District and others from whom you determined it necessary to obtain audit evidence.
28. All cash transactions have been recorded in the accounting records and are reflected in the financial statements.
29. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
30. We have provided to you our evaluation of the District's ability to continue as a going concern, including significant conditions and events present, and we believe that our use of the going concern basis of accounting is appropriate.
31. We have no knowledge of any fraud or suspected fraud that affects the District and involves:
 - a. Management;
 - b. Employees who have significant roles in internal control; or
 - c. Others where the fraud could have a material effect on the financial statements.
32. We are not aware of any instances, that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance, whether communicated by employees, former employees, vendors (contractors), analysts, regulators, or others.

33. We have no knowledge of any instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that has a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
34. We have no knowledge of any instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
35. We have taken timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements, abuse, or waste that you have reported to us, if any.
36. We have provided views on your reported audit findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
37. We are not aware of any pending or threatened litigation, claims, or assessments whose effects should be considered when preparing the financial statements and we have not consulted legal counsel concerning litigation, claims, or assessments.
38. We have disclosed to you the identity of all the District's related parties and the nature of all the related party relationships and transactions of which we are aware.
39. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
40. The District has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
41. We have disclosed to you all guarantees, whether written or oral, under which the District is contingently liable.
42. We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have disclosed properly in accordance with GASB Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, for those guarantees where it is more likely than not that the District will make a payment on any guarantee.
43. We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
44. We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
45. There are no:
 - a. Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - b. Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - c. Other liabilities or gain or loss contingencies that are required to be disclosed by GASB-62

46. The District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
47. We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
48. We agree with the findings of specialists in evaluating the Nebraska Retirement System pension-related accounts and activity and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an effect on the independence or objectivity of the specialists.
49. The District did not expend over \$750,000 in Federal Awards.
50. With respect to the budgetary schedules, Combined Schedule of Cash Receipts, Disbursements, and Changes in Fund Balances, Notes to the Supplementary Information, combining schedules, and Schedule of Receipts, Disbursements, and Changes in Fund Balance - Activity Funds accompanying the financial statements:
- a. We acknowledge our responsibility for the presentation of the supplementary information in accordance with the modified cash basis of accounting.
 - b. We believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting.
 - c. The methods of measurement or presentation have not changed from those used in the prior period.
 - d. We believe the significant assumptions or interpretations underlying the measurement or presentation of the supplementary information, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.
 - e. When the supplementary information is not presented with the audited financial statements, management will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.
 - f. We acknowledge our responsibility to include the auditor's report on the supplementary information in any document containing the supplementary information and that indicates the auditor reported on such supplementary information.
 - g. We acknowledge our responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the District of the supplementary information and the auditor's report thereon.

Signature



Title

Superintendent

**Adjusting Journal Entries
August 31, 2025**

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 1			
To reverse client entry called "Reverse Auditor Adj for AFR Purposes"			
05 1710 1010	ATHLETICS / ACTIVITIES	386,032.54	
05 1710 1015	UNIFORMS	7,000.00	
05 1710 1025	RANDOM DRUG TESTING	2,000.00	
05 1710 1030	CHEERLEADERS - FUNDRAISING	3,011.94	
05 1710 1036	FOOTBALL	12,000.00	
05 1710 1041	VOLLEYBALL	3,000.00	
05 1710 1044	WRESTLING	11,000.00	
05 1710 1051	XC	3,800.00	
05 1710 1052	GOLF	3,800.00	
05 1710 1054	TRACK	12,000.00	
05 1710 3012	ESPORTS	2,000.00	
05 1710 3015	SPEECH	2,800.00	
05 1710 3020	ONE ACT	1,475.52	
05 1710 4075	CULTURE & CLIMATE	2,000.00	
05 704	FUND BALANCE		450,444.48
05 704	FUND BALANCE		1,475.52
Total		451,920.00	451,920.00
Adjusting Journal Entries JE # 2			
To reclassify Activity Fund Balance to one account for AFR Presentation			
05 704 1010	ATHLETICS / ACTIVITIES	41,437.31	
05 704 1015	UNIFORMS	12,419.90	
05 704 1020	ATHLETIC CLUB / CONCESSION STAND	5,547.23	
05 704 1025	RANDOM DRUG TESTING	367.30	
05 704 1030	CHEERLEADERS - FUNDRAISING	512.93	
05 704 1035	FOOTBALL FUNDRAISING	6,270.21	
05 704 1036	FOOTBALL	9,825.70	
05 704 1040	VOLLEYBALL - FUNDRAISING	3,836.27	
05 704 1041	VOLLEYBALL	1,701.24	
05 704 1042	BOYS BASKETBALL FUNDRAISING	1,017.79	
05 704 1043	BASKETBALL	918.62	
05 704 1044	WRESTLING	4,596.91	
05 704 1045	BOYS WRESTLING FUNDRAISER	4,431.25	
05 704 1046	GIRLS WRESTLING FUNDRAISER	590.75	
05 704 1050	XC FUNDRAISER	3,941.61	
05 704 1051	XC	2,366.85	
05 704 1052	GOLF	2,660.59	
05 704 1053	GOLF FUNDRAISING	105.00	
05 704 1054	TRACK	13,612.34	
05 704 1055	TRACK FUNDRAISING	769.31	
05 704 1056	GIRLS ATH FUNDRAISING	11,452.80	
05 704 1057	GIRLS ON THE RUN	360.19	
05 704 1060	UNIFIED BOWLING	2,082.31	

Adjusting Journal Entries (Continued)
August 31, 2025

Account	Description	Debit	Credit
05 704 1999	GRADUATED CLASSES	8,783.66	
05 704 2023	CLASS OF 2023	69.81	
05 704 2024	CLASS OF 2024	1,175.74	
05 704 2025	CLASS OF 2025	2,180.89	
05 704 2026	CLASS OF 2026	3,206.94	
05 704 2027	CLASS OF 2027	3,148.14	
05 704 2028	CLASS OF 2028	1,900.91	
05 704 2029	CLASS OF 2029	1,224.64	
05 704 2030	CLASS OF 2030	1,129.67	
05 704 2031	FUND BALANCE	150.00	
05 704 3010	WORLDSTRIDES	3,414.55	
05 704 3012	ESPORTS	454.35	
05 704 3013	eSPORTS FUNDRAISING	330.68	
05 704 3015	SPEECH	760.93	
05 704 3016	SPEECH FUNDRAISING	60.03	
05 704 3020	ONE ACT	2,475.93	
05 704 3021	ONE ACT - FUNDRAISING	2,792.77	
05 704 3030	FFA	28,270.95	
05 704 3035	FFA - SHOP MATERIALS	10,500.34	
05 704 3040	FCCLA	928.53	
05 704 3050	NHS - HONOR SOCIETY	1,257.69	
05 704 3070	MUSIC	4,676.49	
05 704 3080	SCHOLARSHIPS	4,808.00	
05 704 3090	STUCO - MIDDLE SCHOOL	3,886.98	
05 704 3100	STUDENT COUNCIL - HS	2,061.66	
05 704 3110	HEALTH PROFESSIONS CLUB	989.17	
05 704 3120	YEARBOOK	5,287.31	
05 704 3150	4TH GRADE - JESPERSEN	3,400.97	
05 704 3151	4TH GRADE FUNDRAISING	622.14	
05 704 3200	SCIENCE	1,256.07	
05 704 3535	SCIENCE OLYMPIAD	2,620.90	
05 704 4010	COURTESY FUND	2,850.13	
05 704 4020	ELEMENTARY TEACHERS	8,955.70	
05 704 4021	ELEM PRINCIPAL FUND	1,822.11	
05 704 4025	HIGH SCHOOL TEACHERS	8,077.81	
05 704 4026	HS PRINCIPAL FUND	1,550.78	
05 704 4040	MISC/STUDENT OPPORTUNITIES	3,759.07	
05 704 4045	BOOKFAIR	5,451.10	
05 704 4050	FINE ARTS & CULTURE CLUB	2,530.18	
05 704 4060	HOPE SQUAD	5,445.15	
05 704 4070	BOBCAT CARES	788.23	
05 704 4075	CULTURE & CLIMATE	1,790.55	
05 704	FUND BALANCE		277,672.06
Total		277,672.06	277,672.06

Adjusting Journal Entries (Continued)
August 31, 2025

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 3			
To record earnings on investment account and CDs			
01 104	CERTIFICATES OF DEPOSIT CASH	40,367.72	
08 102	CASH NLAF	19,018.26	
08 103	CERT OF DEPOSIT	81,358.33	
01 1510	INTEREST ON INVESTMENTS		40,367.72
08 1510	INTEREST INCOME		19,018.26
08 1510	INTEREST INCOME		81,358.33
Total		140,744.31	140,744.31
Adjusting Journal Entries JE # 4			
To reclassify money market balance from cash account			
01 107	G/F MONEY MARKET	2,198,988.21	
01 101	CASH		2,198,988.21
Total		2,198,988.21	2,198,988.21
Adjusting Journal Entries JE # 5			
To adjust Special Building Fund County Treasurer cash on hand based on August 2025 county reports			
08 1100	PROPERTY TAX INCOME	23,805.54	
08 1140	PENALTIES AND INTEREST ON TAXES	20.60	
08 3132	PERSONAL PROPERTY TAX CREDIT	5.14	
08 4600 610 000	GENERAL SUPPLIES	9.06	
08 110	CASH AT BBC TREASUER		21,937.14
08 1115	CARLINE TAX INCOME		11.20
08 112	CASH AT DAWES TREASUER		1,643.92
08 113	CASH AT SHERIDAN TREASUER		220.16
08 3130	HOMESTEAD EXEMPTION INCOME		22.78
08 3180	PRO-RATE MOTOR VEHICLE FEES		5.14
Total		23,840.34	23,840.34
Adjusting Journal Entries JE # 6			
To adjust General Fund County Treasurer cash on hand based on August 2025 county reports			
01 1100	LOCAL DISTRICT TAXES	478,355.82	
01 1125	MOTOR VEHICLE FEES	729.14	
01 1140	PENALTIES AND INTEREST ON LOCAL TAX	9,437.32	
01 2110	COUNTY FINES & LICENSE FEES	26.75	
01 110	CASH AT BBC TREASURER		441,405.02
01 1115	CARLINE TAX		329.37
01 112	CASH AT DAWES COUNTY TREASURER		33,031.89
01 113	CASH AT SHERIDAN CTY TREASURER		4,359.15
01 3130	HOMESTEAD EXEMPTION		399.86
01 3131	PROPERTY TAX RELIEF		9,022.04
01 3180	PRO-RATE MOTOR VEHICLE		1.70
Total		488,549.03	488,549.03

Adjusting Journal Entries (Continued)
August 31, 2025

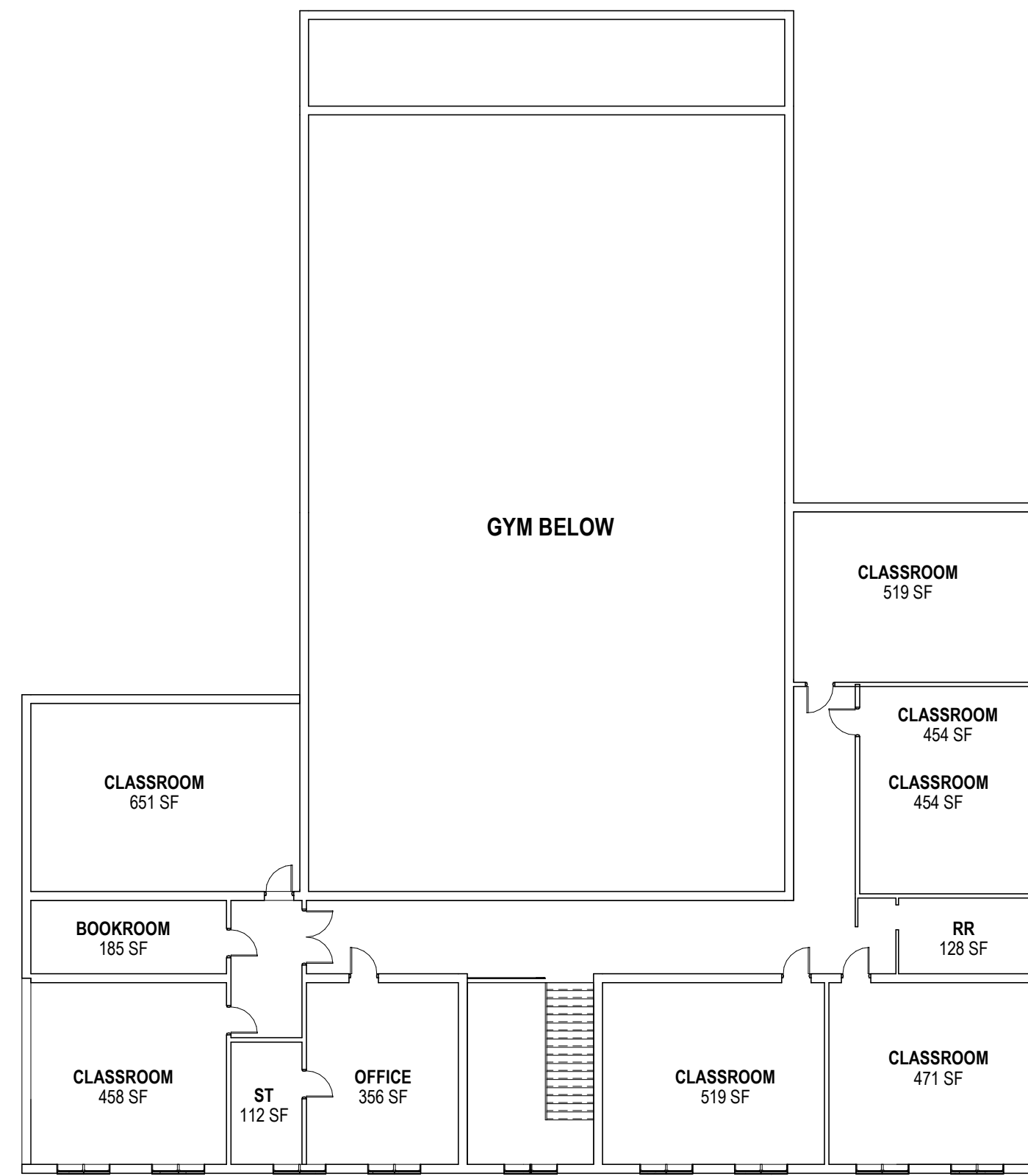
Account	Description	Debit	Credit
Adjusting Journal Entries JE # 7			
To adjust QC-PUF Fund County Treasurer cash on hand based on August 2025 county reports			
09 110CP	CASH AT BBC TREASURER	9,844.11	
09 112CP	CASH AT DAWES COUNTY TREASURER	1,769.11	
09 113CP	CASH AT SHERIDAN COUNTY TREASURER	241.29	
09 1100	LOCAL PROPERTY TAXES		11,819.09
09 1115	CARLINE TAXES		27.27
09 1140	PENALTIES AND INTEREST ON TAXES		2.46
09 3130	HOMESTEAD EXEMPTION		5.69
Total		11,854.51	11,854.51
Adjusting Journal Entries JE # 8			
To record commodities			
06 3100 630 000	FOOD SUPPLIES	11,736.00	
06 4530	VALUE OF COMMODITIES		11,736.00
Total		11,736.00	11,736.00
Adjusting Journal Entries JE # 10			
To reclass Medicaid to amounts confirmed			
01 4708	MIPS-MEDICAID PUBLIC SCHOOLS	2,826.64	
01 4709	NEBMAC/MEDICAID ADMIN.		2,826.64
Total		2,826.64	2,826.64
Adjusting Journal Entries JE # 11			
To reclass IDEA salaries paid based on level of effort reported to the state			
01 6406 110 002	Sped - PreSchool - 4406	2,531.00	
01 6406 111 002	SPED BAF SALARIES		2,531.00
Total		2,531.00	2,531.00
Adjusting Journal Entries JE # 13			
To reclass state revenue to federal revenue			
01 3551	CAREER EDUCATION	2,020.00	
01 4525	FED VOCATIONAL (CARL PERKINS)		2,020.00
Total		2,020.00	2,020.00



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2 SECOND LEVEL FLOOR PLAN - EXISTING
1/16" = 1'-0"



1 FIRST LEVEL FLOOR PLAN - EXISTING
1/16" = 1'-0"

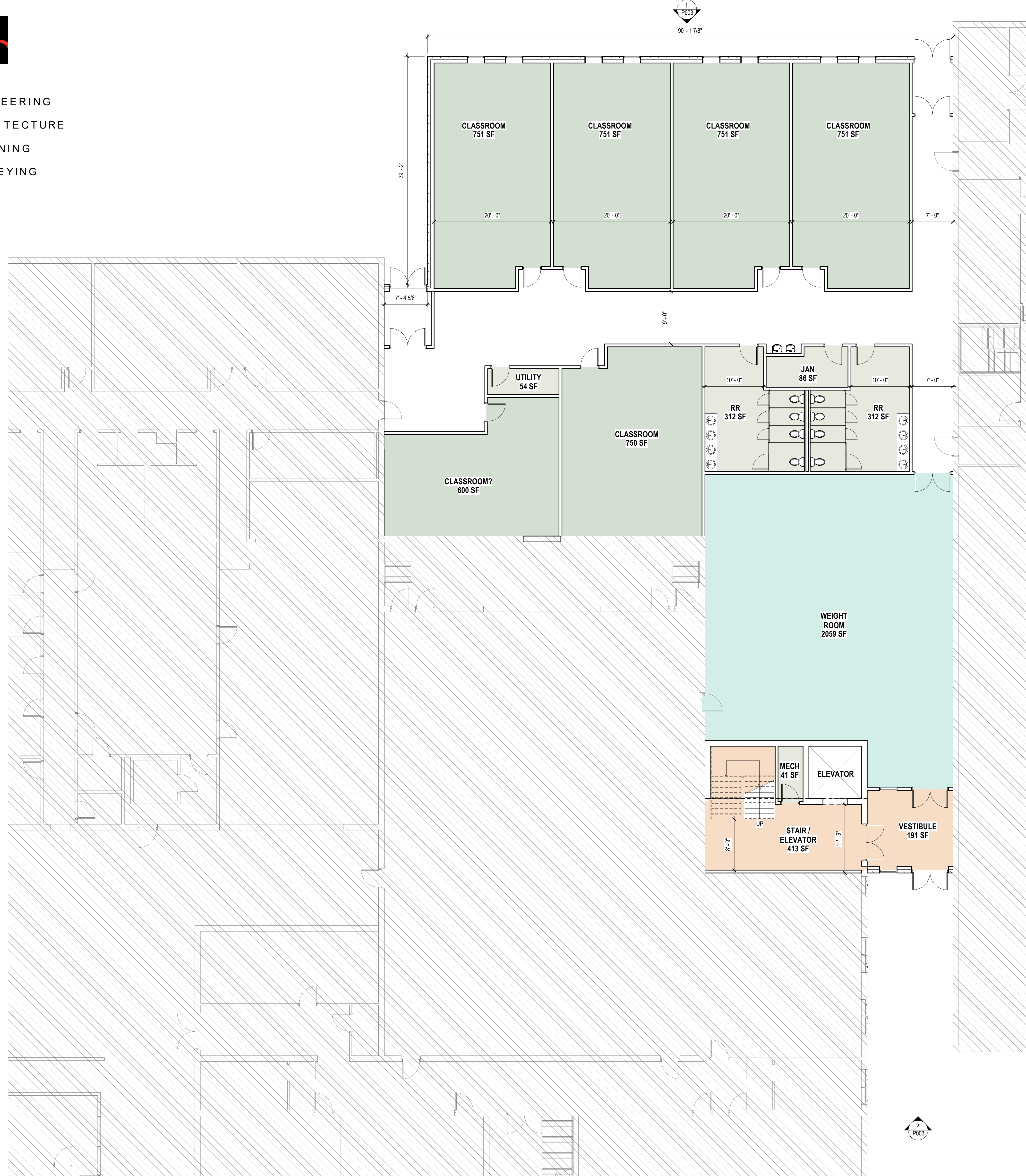
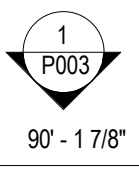
HEMINGFORD PUBLIC SCHOOLS - EXISTING FLOOR PLANS

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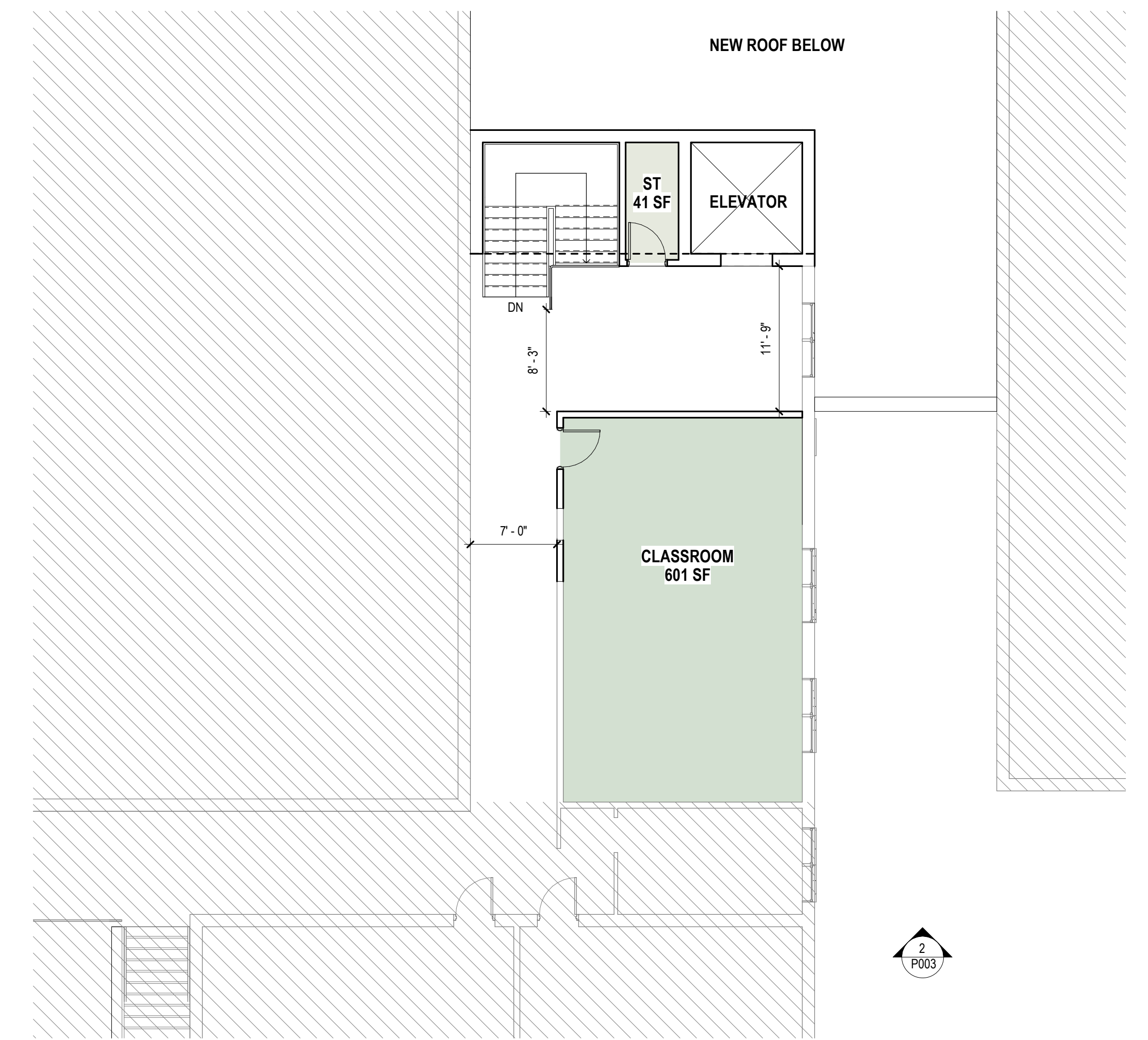


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1 FIRST LEVEL FLOOR PLAN
1/8" = 1'-0"



2 SECOND LEVEL FLOOR PLAN
1/8" = 1'-0"

HEMINGFORD PUBLIC SCHOOLS - NEW FLOOR PLANS

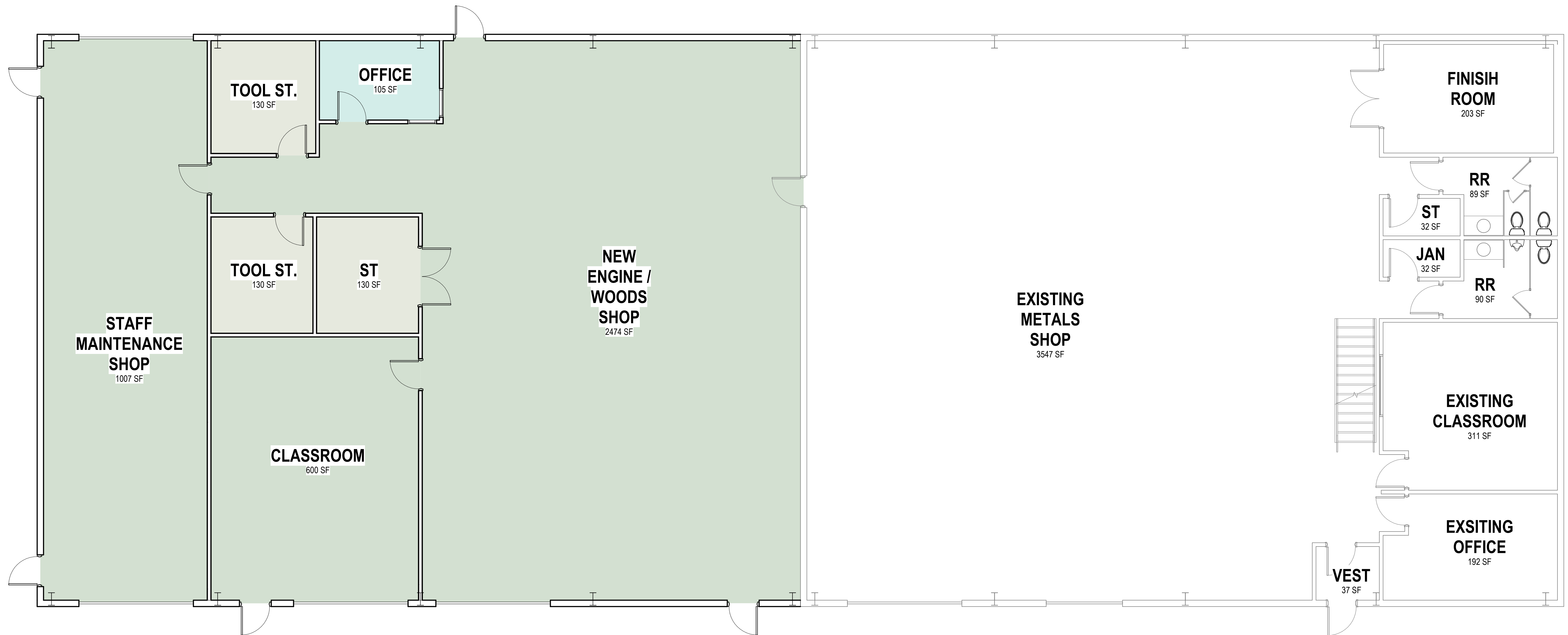
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1 CTE FLOOR PLAN
3/16" = 1'-0"

HEMINGFORD PUBLIC SCHOOLS - CTE FLOOR PLAN

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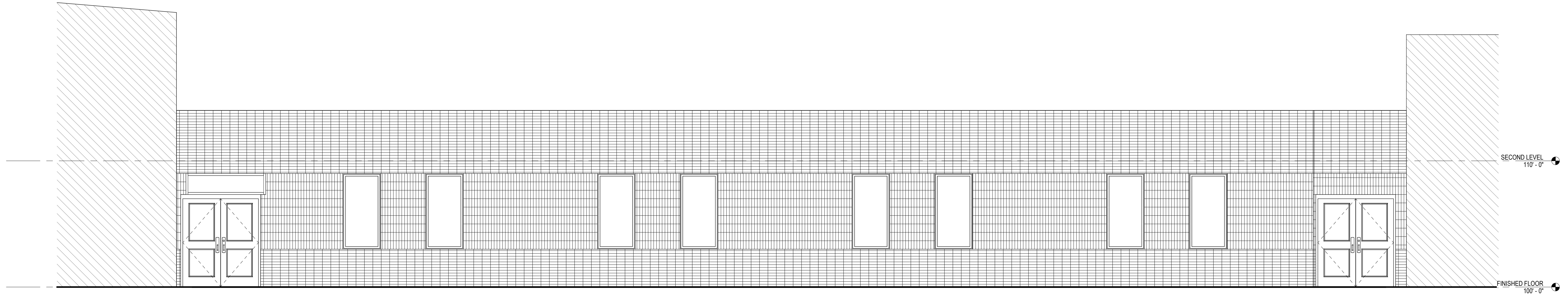
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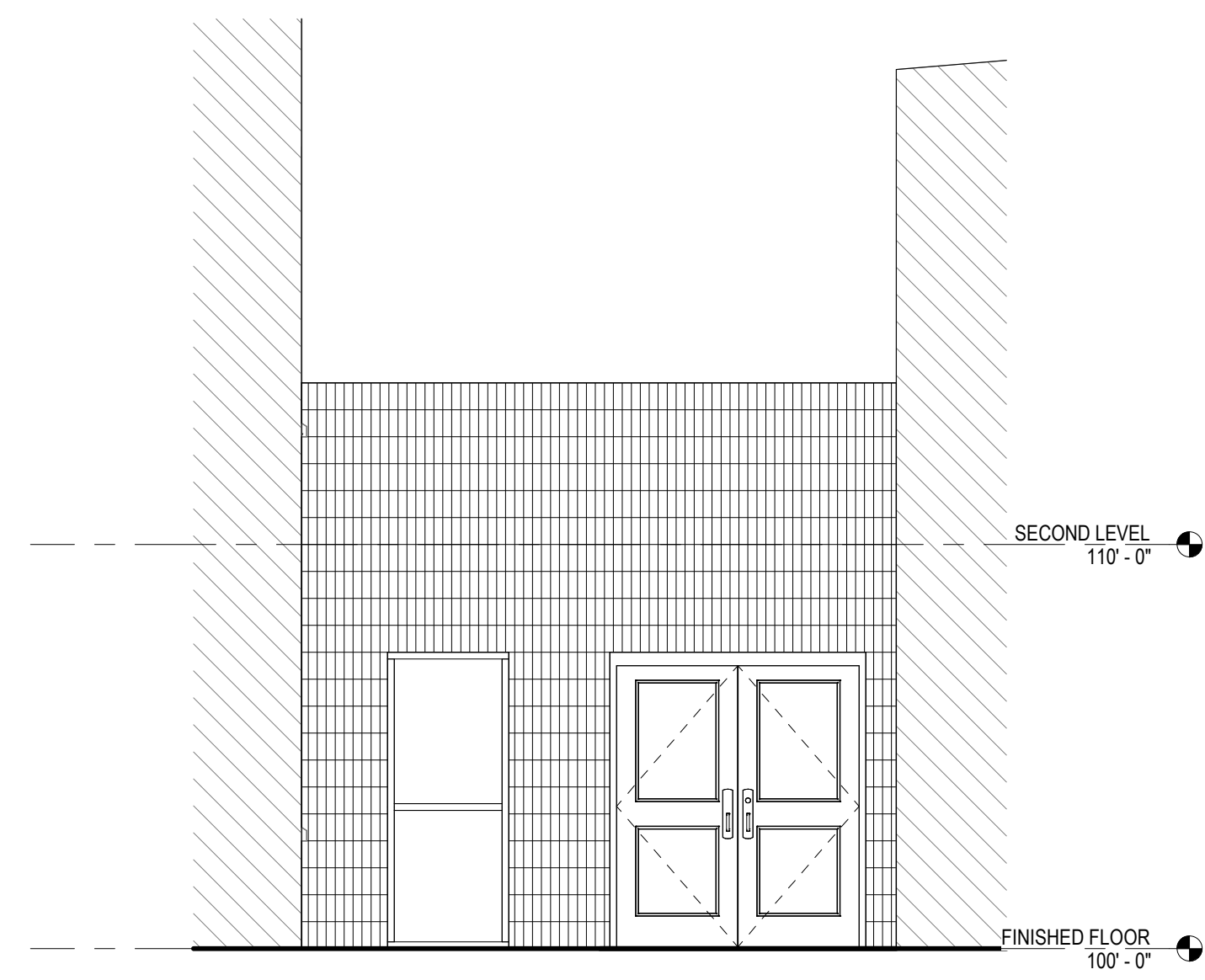
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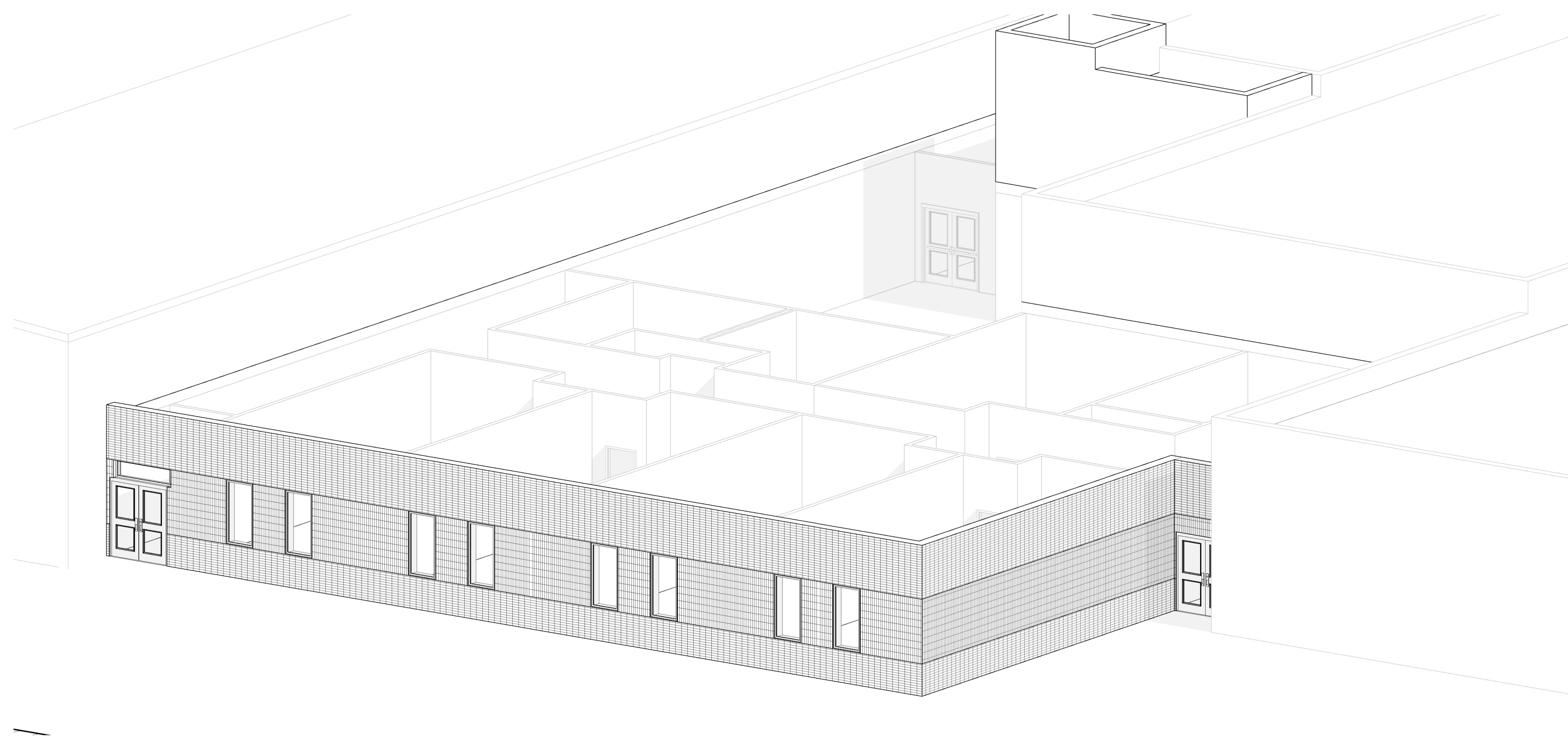
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① NORTH ELEVATION
1/4" = 1'-0"



② SOUTH ELEVATION
1/4" = 1'-0"



RESOLUTION

APPROVING THE FORM OF AND AUTHORIZING THE DISTRICT TO JOIN THE NEBRASKA EDUCATIONAL BUILDING ASSOCIATION AND TO EXECUTE A COUNTERPART SIGNATURE PAGE TO THE INTERLOCAL COOPERATION ACT AGREEMENT PROVIDING FOR THE ORGANIZATION AND OPERATION OF NEBRASKA EDUCATIONAL BUILDING ASSOCIATION

BE IT RESOLVED by the Board of Education (the “**Board**”) of Box Butte County School District 0010 (Hemingford Public Schools) (the “**District**”), as follows:

Section 1. The Board hereby finds and determines that (a) the District desire to join with other political subdivisions in order to collaborate on best practices and methods for use of existing school and other public facilities, modification of school and other public facilities for benefit of the Members, and exploring methods to provide new facilities to achieve the educational and other public goals of the District and other political subdivisions and their local communities; (b) it is appropriate to make efficient use of the powers of the District and one or more other political subdivisions in Nebraska (together, the “**Members**”) by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors influencing the needs and development of the District and the local communities of the other Members, specifically including provision of educational services and facilities to serve the needs of the communities served by the Members, by providing for the organization and operation of a separate administrative entity pursuant to the Nebraska Interlocal Cooperation Act, (the “**Act**”) which may include joint ownership of certain educational and other public facilities or services; (c) the Nebraska Educational Building Association (“**NEBA**”) is an administrative entity formed for such purposes under the Act pursuant to an Interlocal Cooperation Act Agreement dated as of May 16, 2023, between Douglas County School District 0015 (Douglas County West Community Schools), and Dodge County School District 0062 (Scribner-Snyder Community Schools) (the “**Agreement**”); (d) upon approval of the NEBA board of directors, the provisions of the Agreement permit additional public agencies (as defined in the Act), like the District, to join NEBA as a Member and become a party to the Agreement by authorizing such action and executing a counterpart signature page to the Agreement; and (e) it is in the best interests of the District to become a Member of NEBA and execute a counterpart signature page to the Agreement to become party to and bound by the Agreement.

Section 2. A copy of the Agreement dated May 16, 2023, has been presented to the Board, along with a counterpart signature page prepared for execution by the District. The Agreement and such counterpart signature page are hereby approved by the District, and the President of the Board is authorized to execute the counterpart signature page to the Agreement, which provides for the organization and operation of NEBA, in order for the District to be bound by the terms of the Agreement and become a Member of NEBA.

Section 3. The Board hereby appoints and names the **President of the Board of Education** of the District as the District's representative on the board of directors of NEBA, and such officer shall serve on the District's behalf pursuant to the terms of the Agreement.

ADOPTED this ____ day of _____, 2025.

President

Secretary

COUNTERPART SIGNATURE PAGE
INTERLOCAL COOPERATION ACT AGREEMENT
PROVIDING FOR THE ORGANIZATION AND OPERATION OF
NEBRASKA EDUCATIONAL BUILDING ASSOCIATION

The following party has executed this counterpart signature page to the Interlocal Cooperation Act Agreement providing for the organization and operation of the Nebraska Educational Building Association by its respective duly authorized representative, and by such action agrees to be bound by such Interlocal Cooperation Act Agreement as provided therein as of the date indicated below.

BOX BUTTE COUNTY SCHOOL DISTRICT
NO. 0010 (HEMINGFORD PUBLIC SCHOOLS)

By: _____

Title: _____

Date: _____

INTERLOCAL COOPERATION ACT AGREEMENT

PROVIDING FOR THE ORGANIZATION AND OPERATION OF
NEBRASKA EDUCATIONAL BUILDING ASSOCIATION

THIS INTERLOCAL COOPERATION ACT AGREEMENT (this “**Agreement**”) is made as of the 16th day of May, 2023 among Douglas County School District 0015 (Douglas County West Community Schools) in the State of Nebraska and Dodge County School District 0062 (Scribner-Snyder Community Schools), in the State of Nebraska, hereinafter collectively referred to as the “**Original Members,**” and any other Public Agencies that become parties to this Agreement (collectively with the Original Members, the “**Members**”).

RECITALS:

WHEREAS, each of the Members is a public agency (a “**Public Agency**”) as defined in the Nebraska Interlocal Cooperation Act, Chapter 13, Article 8, Nebraska Revised Statutes, as amended (the “**Act**”), and is authorized to (a) provide educational services within its jurisdiction directly to students or to other educational institutions, (b) provide buildings or other facilities for public use, or (c) both;

WHEREAS, the Members desire to join with each other in order to collaborate on best practices and methods for use of existing school and other public facilities, modification of school and other public facilities for benefit of the Members, and providing new facilities to achieve the educational and other public goals of the Members and their local communities, and for the other purposes as provided herein;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, pursuant to the Act, any power or powers, privileges or authority exercised or capable of exercise by a Public Agency may be exercised and enjoyed jointly with any other Public Agency and any two or more Public Agencies may enter into agreements with one another for joint or cooperative action;

WHEREAS, an agreement entered into by Public Agencies pursuant to the Act may provide for the creation of a separate legal entity to accomplish their joint or cooperative purposes and may delegate to such separate legal entity their jointly held powers, privileges or authorities;

WHEREAS, each of the Members is a Public Agency and desires to enter into this Agreement pursuant to the authority contained in the Act to provide for (i) the creation and organization of the Nebraska Educational Building Association (“**NEBA**”) as a separate legal

entity, a public body corporate and politic of the State of Nebraska, and an instrumentality of the Members pursuant to the provisions of the Act to accomplish their joint and cooperative action, and (ii) to delegate to NEBA certain common powers of the Members and the exercise by NEBA of the powers conferred by the Act;

Now, for and in consideration of the terms and provisions of this Agreement and the mutual obligations and undertakings of the Members contained in this Agreement, the Members hereby agree as follows:

ARTICLE I
CREATION OF THE NEBRASKA EDUCATIONAL
BUILDING ASSOCIATION

Pursuant to the Act, the Members hereby create a joint entity which shall be named the “Nebraska Educational Building Association” and shall constitute a separate body corporate and politic under the provisions of the Act. NEBA shall be subject to control by the Members in accordance with the terms of this Agreement. The governing body of each Member shall have approved entry into this Agreement by resolution. A certified copy of each approving resolution shall be kept on file at the principal place of business of NEBA (which may be the principal place of business of a Member). NEBA’s existence shall commence upon the execution of this Agreement by the Original Members.

ARTICLE II
PURPOSES

The purposes of NEBA are as follows:

(a) To make efficient use of the powers of the Members by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors influencing the needs and development of the local communities of the Members, specifically including provision of educational services and facilities to serve the needs of the communities served by the Members.

(b) For the Members to collaborate on best practices and methods for use of existing school and other public facilities, modification of school and other public facilities for benefit of the Members, and providing new facilities to achieve the educational and other public goals of the Members and their local communities.

(b) To provide or contract for the acquisition, finance, construction and operation of one or more educational or other public facilities or services for the benefit of one or more of the Members.

ARTICLE III

ORGANIZATION; BOARD; OFFICERS

Section 1. NEBA shall be governed by a board of directors (the “**Board**”) which shall be comprised and appointed as follows (each member of the Board shall herein be referred to as a “**Director**”):

(a) Concurrently with the authorization and approval of this Agreement by the Original Members, the governing body of each Original Member shall appoint a primary and a secondary Director to serve on the Board (each such primary and secondary Director shall be referred to as an “**Initial Director**”). Each of the Initial Directors shall serve in such capacity until additional Members join NEBA as provided in subsection (b) below, at which time the secondary director of each Original Member shall no longer serve on the Board. The governing body of the Original Member which appointed each Initial Director may remove and replace each Initial Director at any time.

(b) Concurrently with the authorization and approval of this Agreement by any additional Member after the Original Members, the governing body of each such additional Member shall appoint one Director to serve on the Board, and the secondary Initial Director for each Original Member shall no longer serve on the Board.

(c) Each Director shall serve in such capacity at the pleasure of the Member which appointed such Director, and the governing body of each Member may remove and replace such Director representing such Member on the Board at any time. Any Member which appoints a new or replacement Director to serve as Director of NEBA shall provide written notice to each of the Members immediately after such appointment. In the event of death, disability, or disqualification of an individual serving as a Director, the Member’s governing body shall promptly appoint a successor. Notwithstanding the foregoing, no individual person shall at any time hold more than one position as a Director. Any individual appointed by a Member as a Director shall not be eligible for appointment as a Director by another Member.

Section 2. *Meetings of the Board.* The Board shall hold an organizational meeting to conduct such organizational business as the Board deems necessary or appropriate, which may include adoption of bylaws, election of officers and establishing committees. Thereafter the Board shall hold an annual meeting at such time and place as it shall designate and shall hold such other meetings from time to time as determined necessary or appropriate as may be called by the Chairperson or a majority of the Directors.

Section 3. *Quorum.* The transaction of business of NEBA shall require a quorum of the Board. A quorum shall be determined based on the total numbers of Directors on the Board. In all cases, a majority of the Directors shall constitute a quorum.

Section 4. *Action.* Action by the Board shall be by resolution, and each Director will have one vote with respect to each resolution. A majority vote is required to take action on behalf of NEBA except when a greater number might be required by this Agreement or any bylaws of NEBA. For any determination by the Board with respect to a project or property primarily used or

to be used by one Member, each Director representing such Member shall have additional votes with respect to such determination equal to the number of other Directors at the time of such vote.

Section 5. *Officers.* The Board shall elect a Chairperson, Secretary, and Treasurer and appoint any such other officer or officers it deems appropriate.

ARTICLE IV
DURATION

Section 1. *Duration.* The life of NEBA shall be perpetual, commencing with the date hereof; provided, however, that so long as all bonds and any and all other contractual obligations of NEBA have been satisfied, the Board may terminate and dissolve NEBA at any time.

Section 2. *Individual Member Termination.* A Member may terminate its participation in NEBA and this Agreement if (a) there will be at least two remaining Members after such termination, (b) NEBA has no bonds or other obligations outstanding which were issued or incurred for a project or property originally intended for use by such terminating Member, and (c) the terminating Member's governing board passes a resolution to terminate its participation and submits a copy of such resolution to the other Members at least sixty (60) days in advance of the termination date.

Section 3. *Distribution of Assets.* Upon dissolution of NEBA, all assets shall be distributed as determined by the Board of NEBA; provided, however, each Director representing a Member which has had primary use of an asset to be distributed shall have additional votes with respect to such determination equal to the number of other Directors at the time of such vote.

ARTICLE V.
POWERS

NEBA shall have such powers as are allowed by the Interlocal Cooperation Act in effect as of the date hereof, and any additional powers as may be permitted by any amendments to the Interlocal Cooperation Act, including, but not limited to, the powers:

- (a) to sue and be sued;
- (b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof;
- (c) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers;
- (d) from time to time, to make, amend, and repeal bylaws, rules and regulations, not inconsistent with the Interlocal Cooperation Act and this Agreement, to carry out and effectuate its powers and purposes;
- (e) to make all necessary rules and regulations governing the use, operation and control of the property of NEBA;
- (f) to establish just and equitable rates or charges for the use of any property of NEBA;

(g) to purchase, plan, develop, construct, equip, maintain and improve facilities for use by the Members of NEBA and any other entity determined appropriate by the Board;

(h) to make or cause to be made engineering studies and surveys necessary or useful and convenient to carrying out the functions of NEBA;

(i) to contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, and others found necessary or useful and convenient to the stated purposes of NEBA;

(j) to provide for a system of budgeting, accounting, auditing and reporting of all NEBA funds and transactions, for a depository, and for bonding of employees;

(k) to exercise such other powers as are available under the then existing law of each Member;

(l) to borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes, and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of NEBA's revenues and any other funds or property which NEBA has a right to, or may hereafter have the right to pledge or mortgage for such purposes, all in accordance with the Act;

(m) to provide in the proceedings authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of NEBA's property, such trustee and receiver to have the powers and duties provided for in the proceedings authorizing such obligations;

(n) to hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment;

(o) to employ a manager which may be a political subdivision or other entity or person and which may exercise such of NEBA's powers as shall be determined by contract and as determined by the Board from time to time; and

(p) to borrow money and accept grants, contributions, property or loans from, and to enter into contracts, leases, or other transactions with municipal, county, state, or the federal government, including any Member.

ARTICLE VI. BUDGETING; MEMBER CONTRIBUTIONS

Section 1. *Budgeting.* The Board shall prepare a budget based on a fiscal year ending August 31 of each year for the operation of NEBA.

Section 2. *Member Contributions.* Members of NEBA may appropriate such funds to NEBA as such Members determine appropriate. Members of NEBA may supply NEBA with such personnel or services as may be within such Member's legal power to furnish.

ARTICLE VII.
MISCELLANEOUS

Section 1. *Not for Profit.* It is expressly understood that NEBA is a public body and is to be operated not for profit, and no profit or dividend will inure to the benefit of any individual.

Section 2. *Manner of Acquiring, Holding and Disposing of Property.* The Board may lease, purchase, or acquire by any means, from a Member or from any other source, such real and personal property as is required for the operation of NEBA and for carrying out of the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of NEBA. All conveyances of real property owned or held in the name of NEBA shall be authorized by resolution of the Board; provided, however, each Director representing a Member which has had primary use of an asset to be conveyed shall have additional votes with respect to such determination equal to the number of other Directors at the time of such vote.

Section 3. *Additional Members.* One or more Public Agencies may become Members of NEBA in accordance with this Section. Any Public Agency may become a Member of NEBA upon satisfaction of the following conditions:

(a) Such Public Agency is voted to become a Member of NEBA by the affirmative vote of at least 50% of the total number of Directors on the Board of NEBA;

(b) Such Public Agency is a Public Agency within the meaning of the Act; and

(c) This Agreement is duly authorized and approved by appropriate action of the governing body of such Public Agency and the appropriate officers of such Public Agency duly execute a supplement to or counterpart of this Agreement.

Any Public Agency which becomes a Member in accordance with the foregoing provisions shall be bound by the terms and conditions of this Agreement.

Section 4. *Amendments.* This Agreement may be amended upon approving resolutions adopted by the governing body of each Member that approved this Agreement.

Section 5. *Default.* A party shall be in default under this Agreement if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after the party receives written notice of such breach or failure to perform from the other party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching party or fails to proceed diligently to cure such breach within a reasonable time thereafter. Upon default by a party, the remaining parties may pursue any remedy provided by law.

Section 6. *Liability Insurance.* Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement.

Section 7. *Reservation of Rights.* Each party reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

Section 8. *Indemnification.* To the extent permitted by law, each Member agrees to indemnify the other Members from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third-party claim, action, or proceeding, based directly or indirectly on Such Member's performance or lack of performance under this Agreement and in connection with any agreements between such Member and NEBA; provided, however, no such indemnification shall be provided for any negligent or willful misconduct of any of the other Members.

[Signature Pages Follow]

IN WITNESS WHEREOF, the following parties hereto have executed this Interlocal Cooperation Act Agreement providing for the organization and operation of the Nebraska Educational Building Association by their respective duty authorized representatives.

Dodge County School District 0062 (Scribner-Snyder Community Schools)

By: Michael Feath

^{Acting}
Title: President, Board of Education

Date: May 18, 2023

Douglas County School District 0015 (Douglas County West Community Schools)

By: _____

Title: President, Board of Education

Date: May ____, 2023

IN WITNESS WHEREOF, the following parties hereto have executed this Interlocal Cooperation Act Agreement providing for the organization and operation of the Nebraska Educational Building Association by their respective duty authorized representatives.

Dodge County School District 0062 (Scribner-Snyder Community Schools)

By: _____

Title: President, Board of Education

Date: May __, 2023

Douglas County School District 0015 (Douglas County West Community Schools)

By:  _____

Title: President, Board of Education

Date: May 18, 2023

COUNTERPART SIGNATURE PAGE
INTERLOCAL COOPERATION ACT AGREEMENT
PROVIDING FOR THE ORGANIZATION AND OPERATION OF
NEBRASKA EDUCATIONAL BUILDING ASSOCIATION

The following party has executed this counterpart signature page to the Interlocal Cooperation Act Agreement providing for the organization and operation of the Nebraska Educational Building Association by its respective duly authorized representative, and by such action agrees to be bound by such Interlocal Cooperation Act Agreement as provided therein as of the date indicated below.

[ADDITIONAL MEMBER NAME}

By: _____

Title: _____

Date: _____

**THE BOARD OF EDUCATION OF
BOX BUTTE COUNTY SCHOOL DISTRICT 0010
(HEMINGFORD PUBLIC SCHOOLS)**

RESOLUTION

NOVEMBER 10, 2025

**AUTHORIZING
A LEASE WITH
THE
NEBRASKA EDUCATIONAL BUILDING ASSOCIATION**

BE IT RESOLVED BY THE BOARD OF EDUCATION OF BOX BUTTE COUNTY SCHOOL DISTRICT 0010 (HEMINGFORD PUBLIC SCHOOLS), AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Education (the “**Board**”) of Box Butte County School District 0010 (Hemingford Public Schools) (the “**District**”), hereby finds and determines that:

(a) It is necessary, desirable, advisable and in the best interests of the District that the District secure access to additional buildings and facilities adjacent and connected to the District’s existing school buildings and facilities to include (a) a building on the north side of and connected to the existing elementary school of the District and connected to the existing gym of the District to include six classrooms, a weight room, elevator, and support spaces for the operations of the District, to include approximately 10,000 total square feet of space; and (b) building adjacent and connected to the existing vocational classroom building of the District to include approximately 5,000 total square feet of space (collectively, the “**Project**”).

(b) In order to provide the Project for use by the District, the District has requested the assistance of the Nebraska Educational Building Association (“**NEBA**”), which is a separate administrative entity and a separate body corporate and politic under the provisions of the Nebraska Interlocal Cooperation Act, and which was established and organized under an Interlocal Cooperation Act Agreement dated May 16, 2023. The District has approved a resolution to become a member of NEBA contemporaneously with adoption of this resolution.

(c) The District has requested that NEBA acquire certain property rights from the District with respect to real estate owned by the District (the “**Real Estate**”) upon which NEBA will locate the Project. Such property rights from the District in favor of NEBA will be in the form of a site lease and license and easement wherein NEBA will obtain a ground leasehold interest in the Real Estate and license and easement over certain other property of the District. The District has further requested that NEBA acquire, construct, improve, equip and/or furnish the Project on such Real Estate, and has further requested that NEBA lease the Project to the District for use by the District in its operations.

(d) The assistance requested of NEBA, including the granting and conveying of such property rights and interests in and to the Real Estate by the District to NEBA and leasing the Project from NEBA, is necessary in order for the District to secure the long term use of the Project in the operations of the District; the District determines and confirms that the leasehold interest in the Real Estate granted to NEBA pursuant to a site lease is not needed by the District but for the involvement of NEBA in the ownership of the Project and leasing the same to the District; and the District hereby finds and determines that absent such assistance from NEBA, provision of the Project for use by the District would not be possible.

(e) Upon acceptance of the District as a member of NEBA, and NEBA’s approval of the transactions contemplated hereby, NEBA will provide the assistance requested by the District, and finance the acquisition and construction of the Projects through issuing NEBA’s leasehold revenue bonds pursuant to the terms of a Trust Indenture and Security Agreement with a bank or trust company, and to lease NEBA’s interests in the Real Estate and the Project to the District.

(f) It is necessary and appropriate for the District to authorize the lease of NEBA's interests in the Real Estate and the Project pursuant to the terms of a Lease Agreement by and between the District and NEBA, and to take any and all actions necessary to consummate the transactions contemplated herein.

Section 2. Authorization of Site Lease and Lease. The Board hereby authorizes the District to enter into one or more site leases with NEBA (whether one or more, referred to herein as the "**Site Lease**") to grant certain leasehold and license and easement rights to NEBA for purposes of acquisition, construction and location of the Project on the Real Estate and facilities owned by the District. The Board hereby authorizes the District to enter into one or more lease agreements with NEBA for the District to lease the Project from NEBA (the "**Lease**").

Section 3. Determination of Final Terms. In connection with the entrance of the District into the Site Lease, the Lease, and the related transactions, any one of the President, Vice-President, or Secretary of the Board, or the Superintendent of the District, or such officer authorized to perform the duties of such role (such officers referred to herein as the "**Authorized Officers**"), are hereby authorized to negotiate, specify, determine, designate, and establish as the case may be, the terms of the Site Lease and Lease, including all renewal provisions, lease prepayment provisions, and termination provisions, and all other terms and provisions of the Site Lease and Lease not otherwise specified or fixed by this Resolution. The initial term of the Lease shall not extend beyond seven years, and may include automatic renewals without further authorization by the Board. Annual base rentals for lease of the Project pursuant to the Lease may equal up to \$600,000 per year for the initial seven year term, and thereafter such other amount as may be required as approved by an Authorized Officer.

Section 4. Documentation. In connection with the execution and delivery of the Site Lease and the Lease, the Authorized Officers are each hereby authorized and directed to approve the form and content of, and to execute and deliver, one or more of any or all of the following documents (collectively, the "**Lease Documents**"):

- (a) Site Lease, granting a long-term leasehold interest in and to the Real Estate to NEBA for a period of not less than fifty years;
- (b) Lease Agreement, between the District and NEBA wherein the District will lease the Project from NEBA for use in operation of the District; and
- (c) Any other contract, agreement, instrument, certificate or other document that any individual Authorized Officer may deem necessary, appropriate, advisable or desirable to effectuate, in accordance with the terms of this Resolution, the delivery of and payment for the Lease, including any tax certificate with respect to use of the Project which may be requested by NEBA.

Section 5. Limited Obligations. The Lease shall not be a debt of the District. The Lease shall be an obligation of the District payable during the term thereof under the conditions provided in the Lease, without reduction or limitation.

Section 6. Further Authority; Ratification. 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 counsel, as appropriate, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to each individual Authorized Officer the right, power and authority to exercise his or her independent

judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Site Lease and Lease not specifically set forth in this Resolution, (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the Site Lease and Lease, and (3) the engagement of external professionals, advisors and agents. The execution and delivery by an Authorized Officer or by any such other officers, officials, employees or agents of the District of any such agreements, documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Resolution, shall constitute conclusive evidence of both the Board'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 Board and the authorization, approval and ratification by the Board of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by each 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 counsel and other advisors and agents in connection with the execution and delivery of the Lease, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 7. Contract; Repeal. The provisions of this Resolution, of any supplemental resolution, and of any resolutions or other proceedings providing for the execution and delivery of the Lease Documents and the terms and provisions thereof shall constitute a contract between the District and NEBA, and the provisions thereof shall be enforceable by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the "State") in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the Lease Documents, this Resolution and any supplemental resolution shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Resolution or in the Lease Documents.

Section 8. Rights Conferred. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Lease is intended or should be construed to confer upon or give to any person other than the District and NEBA, any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or the Lease or any covenant, condition, stipulation, promise, lease or provision herein or herein contained. The Resolution and the Lease and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof and thereof are intended to be and shall be for and inure to the sole and exclusive benefit of the District and NEBA.

Section 9. Liability of Officers. No officer or employee of the District shall be individually or personally liable for the performance of any duties or obligations under the Lease Documents. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 10. Severability; Effect. If any one or more of the covenants or agreements or portions thereof provided in this Resolution or the Lease Documents on the part of the District to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the Lease

Documents and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Lease Documents, but NEBA shall retain all the rights and benefits afforded to them hereunder and under the Lease Documents or any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all 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 or therein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 11. Electronic Transactions. All documents, agreements, certificates, and instruments related to the Lease Documents shall be valid, binding, and enforceable against the Board 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, 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 Lease Documents 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 12. Applicable Law. This Resolution shall be construed and interpreted in accordance with the laws of the State.

Section 13. Repeal of Inconsistent Resolutions. Any resolution of the Board inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 14. Force and Effect. This Resolution shall take effect and be in force from and after its adoption according to law.

ADOPTED this ____ day of _____, 2025.

President

Secretary

SITE LEASE

between

**BOX BUTTE COUNTY SCHOOL DISTRICT 0010
(HEMINGFORD PUBLIC SCHOOLS)
THE STATE OF NEBRASKA,
as Lessor**

and

**NEBRASKA EDUCATIONAL BUILDING ASSOCIATION,
as Lessee**

Dated as of December ___, 2025

SITE LEASE

THIS SITE LEASE, dated as of December ____, 2025 (this “**Site Lease**”), by and between **BOX BUTTE COUNTY SCHOOL DISTRICT 0010 (HEMINGFORD PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA**, a school district and a political subdivision duly organized and existing under the laws of the State of Nebraska, as lessor (the “**District**”), and **NEBRASKA EDUCATIONAL BUILDING ASSOCIATION**, an interlocal agency duly organized and existing under the laws of the State of Nebraska, as lessee (the “**Agency**”).

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, and pursuant to the findings and determinations by the Board of Education of the District made in the resolution authorizing this Site Lease adopted on November 10, 2025, which are incorporated herein by this reference, the parties hereto agree as follows:

ARTICLE I

DEMISE OF SITE, LICENSE AND EASEMENT AND WARRANTIES

Section 1.01. Demise. Subject to and upon the terms, conditions, covenants, and undertakings hereinafter set forth, the District hereby leases and permits the use to, and the Agency hereby leases from the District, the following:

(a) The real property described in **Exhibit A** attached hereto located in Box Butte County, Nebraska (the “**Project Site**”), together with all right, title and interest of District, if any, in, to and under all agreements, easements, rights of way, gores of land, air rights, sewer rights, water courses and water rights, and all privileges, liberties, tenements, and appurtenances whatsoever in any way belonging, relating or appertaining to the Project Site or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the District; and

(b) All right, title and interest of the District, if any, in and to any and all buildings, structures, facilities and other improvements, constructed on the Project Site (collectively, the “**Project**”).

Notwithstanding anything herein to the contrary, the District and the Agency acknowledge and agree that during the Term (as defined in Section 2.01 below), the Project shall at all times constitute property of the Agency.

Section 1.02. License and Easement. The District hereby further grants to the Agency a license and easement with respect to the existing buildings, facilities and property of the District immediately adjacent to the Project Site for the construction, acquisition, renovation, furnishing and improvement of certain facilities to be used by the District, including but not limited to (a) a building on the north side of and connected to the existing elementary school of the District and connected to the existing gym of the District to include six classrooms, a weight room, elevator, and support spaces for the operations of the District, to include approximately 10,000 total square feet of space; and (b) building adjacent and connected to the existing vocational classroom building of the District to include approximately 5,000 total square feet of space, and related improvements to such facilities, all of which is to be leased by the District pursuant to the Lease (as defined herein). Such

license and easement for the Agency shall be nonexclusive but shall include full access and use thereof by the Agency and its licensees and invitees and shall permit all actions necessary or incidental to the construction, operation and maintenance of such building addition and related improvements of the Agency. All improvements and equipment upon said real estate financed from the proceeds of the Agency's lease rental revenue bonds or other resources of the Agency, are hereby acknowledged to be the separate property of the Agency. The Agency's licenses and easement rights shall continue for the term of the Site Lease as set forth herein.

Section 1.03. Warranties. The District covenants and warrants to the Agency as follows:

(a) The District has good and merchantable title to the Project Site, has authority to enter into, execute, and deliver this Site Lease, has duly authorized the execution and delivery of this Site Lease and has duly executed and delivered this Site Lease;

(b) The Project Site is not subject to any dedication, easement, right-of-way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction or location of the Project on the Project Site, as contemplated by the Lease Agreement executed by and between the District and the Agency contemporaneously herewith (the "**Lease**");

(c) All taxes, assessments or impositions of any kind with respect to the Project Site, except current taxes, have been paid in full; and

(d) The Project Site is properly zoned for the purpose of the Project.

Section 1.04. Environmental Covenant. To the best knowledge of the District, (a) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, "**Environmental Regulations**"), and also including urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens, and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Project Site and the Project to any damages, penalties or liabilities under any applicable Environmental Regulation (collectively, "**Hazardous Substances**") are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Project Site or the Project in violation of any Environmental Regulation; (b) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Project Site into the environment; (c) the Project Site has not been used as or for a mine, a landfill, a dump or other disposal facility, an industrial or manufacturing facility, or a gasoline service station; (d) no underground storage tank is located at the Project Site or has previously been located therein but has been removed therefrom; (e) no violation of any Environmental Regulation now exists relating to the Project Site or the Project, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Project Site or the Project by any governmental entity or agency which in any way relates to Hazardous Substances; (f) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in clause (a) above; (g) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Project Site; (h) the Project Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or

any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (i) the Project Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

If any Hazardous Substance is found upon, under, over or from the Project Site or the Project in violation of any Environmental Regulation or if any lien or claim for lien in favor of any governmental entity or agency as a result of any release of any Hazardous Substance is threatened, the District, at its sole cost and expense, shall, within 10 days of such finding, deliver written notice thereof to the Agency and shall take reasonable and necessary steps to remove such Hazardous Substances upon, under, over or from the Project Site or the Project and prevent the imposition of any liens against the Project Site or the Project for the cleanup of any Hazardous Materials. Such removal shall be conducted and completed in compliance with all applicable federal, state, and local laws, regulations, rules, ordinances, and policies, in accordance with the orders and directives of all federal, state, and local governmental authorities. If the District has not removed such Hazardous Substances within a time period deemed reasonable by the Agency, the District shall, at the written direction of the Agency, take such remedial action as the Agency shall direct. If the District shall not comply with the written directions of the Agency within the time frame established within its written directions, the District hereby grants to the Agency an irrevocable license to remove Hazardous Substances from, repair, clean up, and detoxify the Project Site and the Project and agrees to reimburse the Agency for all of its costs therefor.

The District further agrees, to the extent permitted by Nebraska law, to reimburse the Agency for any and all claims, demands, judgments, penalties, liabilities, costs, damages, and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Agency (prior to trial, at trial and on appeal) in any action against or involving the Agency resulting from any breach of the foregoing covenants, or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from the Project Site or the Project, whether or not the District is responsible therefor, it being the intent of the District and the Agency that the Agency shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean up of, or otherwise with respect to, Hazardous Substances by virtue of the interests of the Agency in the Project Site and the Project pursuant to this Site Lease, or hereafter created, or as the result of the Agency exercising any of its rights or remedies with respect thereto hereunder or under any other instrument, including, but not limited to, becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure. The foregoing representations, warranties, and covenants of this Section shall be deemed continuing covenants, representations, and warranties for the benefit of the Agency, including, but not limited to, any purchaser at a foreclosure sale, any transferee of the title of the Agency or any other purchaser at a foreclosure sale, and any subsequent owner of the Project Site, and shall survive the satisfaction or release of this Site Lease, any foreclosure of a mortgage lien encumbering the Lease or any other instrument, and/or any acquisition of title to the Project Site or any part thereof by the Agency, by deed in lieu of foreclosure or otherwise.

ARTICLE II

TERM AND RENT

Section 2.01. Term. The term of this Site Lease (the “Term”) shall commence as of the day and year first above written and shall extend for fifty (50) years.

Section 2.02. Rent. The rent for the entire Term of this Site Lease shall be \$1.00, payable in one installment in advance on the Closing Date as defined in the Lease, and other good and valuable consideration which is hereby acknowledged.

ARTICLE III

TERMINATION

Section 3.01. Termination. Subject to the other provisions of this Site Lease, this Site Lease shall terminate upon the agreement of the parties to this Site Lease, but shall not be terminated prior to the expiration of the Term for so long as any mortgage or other security interest has been recorded against the Project Site by the Agency as collateral for obligations of the Agency.

ARTICLE IV

USE OF SITE; ADDITIONAL COVENANTS

Section 4.01. Use. The Agency shall not use or permit the use of the Project Site for any unlawful purpose.

Section 4.02. Quiet Enjoyment. The District covenants that upon the Agency paying the rent reserved herein, and performing all conditions and covenants set forth in this Site Lease and the Lease, the Agency shall and may peaceably have, hold and enjoy the Project Site for the term of this Site Lease. The Agency covenants that upon expiration of this Site Lease, it shall give the District peaceable possession of the Project Site, together with the Project and any other improvements constructed thereon pursuant to the Lease.

Section 4.03. Assignment and Subletting. The Agency shall not have the right to assign its interest in this Site Lease, or to sublet the Project Site, except for the Lease or as otherwise allowed upon termination for an Event of Default. Notwithstanding the foregoing, the District acknowledges that the Agency is entering into the Indenture (as described in the Lease) in connection with the financing of the Project and that the Agency has granted a first leasehold deed of trust on the Agency's leasehold interest under this Site Lease, including the Agency's interest in the Project Site and this Site Lease, and a security interest in and an assignment of leases and rents of the Project to secure its obligations under such Indenture.

Section 4.04. Additional Covenants. Other than the rights granted under the Sublease, if any person or entity, however organized (other than the Agency or any assignee of the Agency), shall be determined to hold any interest that in any manner affects the District's good and merchantable title to the Project Site, the District shall use its best efforts to acquire the interest so held, such acquisition to be made at the District's sole cost and expense. To the extent allowed by law, the District hereby agrees to save and keep harmless the Agency, or any assignee of the Agency, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs, and expenses (including reasonable attorneys' fees, but only if litigation is actually commenced by the Agency) of whatever kind and nature, imposed on, incurred by or asserted against the Agency, or any assignee of the Agency, that in any way relate to or arise out of the assertion of any interest affecting the District's good and merchantable title to the Project Site by any person or entity, however organized (other than the Agency or any assignee of the Agency).

ARTICLE V

MISCELLANEOUS

Section 5.01. Binding Effect. This Site Lease shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns.

Section 5.02. Certain Defined Terms. Unless the context hereof clearly requires otherwise, capitalized terms used in this Site Lease, which are not defined in this Site Lease and are otherwise defined in the Lease, shall have the same meanings as set forth in the Lease.

Section 5.03. Severability. If any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.04. Amendments, Changes, and Modifications. This Site Lease may be amended or any of its terms modified only by written amendment authorized and executed by the District and the Agency.

Section 5.05. Further Assurances and Corrective Instruments. The Agency and the District agree they will, if necessary, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project Site and the Project or for carrying out the expressed intention of this Site Lease.

Section 5.06. Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.07. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 5.08. Authorized Officers. Whenever under the provisions of this Site Lease the approval of the Agency or the District is required, or the Agency or the District is required to take some action at the request of the other, such approval of such request shall be given for the Agency or for the District by a District Representative or an Agency Representative, as applicable, and any party hereto shall be authorized to rely upon any such approval or request.

Section 5.09. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Site Lease.

Section 5.10. Notices. All notices, certificates or other communications hereunder shall be sufficiently given if provided in accordance with the terms of Section 14.03 of the Lease.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease as of the date first above written.

BOX BUTTE COUNTY SCHOOL DISTRICT 0010
(HEMMINGFORD PUBLIC SCHOOLS) IN THE
STATE OF NEBRASKA

ATTEST:

By _____
Title: President

By _____
Title: Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, known to me to be the President of the Board of Education of Box Butte County School District 0010 (Hemingford Public Schools) in the State of Nebraska, on behalf of such school district.

Notary Public
My commission expires: _____

[Signature Page to Site Lease]

NEBRASKA EDUCATIONAL BUILDING
ASSOCIATION

ATTEST:

By _____

Name: _____

Title: Chairperson

By _____

Name: _____

Title: Finance Director, Hemingford Projects

STATE OF NEBRASKA)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, known to me to be the Chairperson of Nebraska Educational Building Association, an interlocal agency, on behalf of such interlocal agency.

Notary Public

My commission expires: _____

[Signature Page to Site Lease]

EXHIBIT A

The Project Site described in the referenced instrument is located in Box Butte County, Nebraska and is legally described as follows:

[INSERT LEGAL DESCRIPTION]

LEASE AGREEMENT

between

NEBRASKA EDUCATIONAL BUILDING ASSOCIATION,
as Lessor

and

BOX BUTTE COUNTY SCHOOL DISTRICT 0010
(HEMINGFORD PUBLIC SCHOOLS)
THE STATE OF NEBRASKA,
as Lessee

Dated as of December ____, 2025

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of December ___, 2025 (this **“Lease”** or **“Agreement”**), by and between **BOX BUTTE COUNTY SCHOOL DISTRICT 0010 (HEMINGFORD PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA**, a school district and political subdivision of the State of Nebraska, as lessee (the **“District”**), and **NEBRASKA EDUCATIONAL BUILDING ASSOCIATION**, as lessor (the **“Lessor”**).

WITNESSETH:

WHEREAS, the District (a) is a school district and a political subdivision duly organized and validly existing under the laws of the State of Nebraska (the **“State”**), (b) is the owner of and has good and merchantable title to the site described on Exhibit A attached hereto (the **“Project Site”**), (c) is authorized pursuant to Section 79-10,107, Reissue Revised Statutes of Nebraska, as amended, and the Nebraska Interlocal Cooperation Act to lease to the Lessor the Project Site and grant certain license and easement rights to Lessor pursuant to a Site Lease, dated as of December ___, 2025 (the **“Site Lease”**), in order for the Lessor to acquire certain existing facilities and to construct, furnish and equip thereon, and adjacent thereto, certain new facilities for use by the District (as more fully described herein, the **“Project”**), (d) is authorized pursuant to Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended (together with Section 79-10,107, Reissue Revised Statutes of Nebraska, as amended, and the Nebraska Interlocal Cooperation Act, the **“Act”**), to lease such Project and to sublease such Project Site (collectively, as more fully described herein, the **“Leased Property”**) from the Lessor pursuant to this Lease, and (e) is authorized, under the laws of the State, including, without limitation, the Act, to execute, deliver and perform the District’s obligations under this Lease and the Site Lease; and

WHEREAS, the Lessor (a) is a joint entity duly organized and existing under the Nebraska Interlocal Cooperation Act, Sections 13-801, et seq., Reissue Revised Statutes of Nebraska, as amended (the **“Interlocal Act”**), (b) is the owner of a leasehold interest in the Project Site pursuant to the Site Lease, and (c) is authorized, under its organizational documents, resolutions of its board and applicable law, to acquire, construct, furnish and equip the Project, to lease the Leased Property described herein to the District, and to execute, deliver and perform its obligations under this Lease and the Site Lease; and

WHEREAS, in addition to the other findings and determination of the District in the resolution authorizing this Lease Agreement adopted by the Board of Education of the District on November ___, 2025, (the **“Resolution”**) which are incorporated herein by this reference, the District has determined that the lease of the Leased Property from the Lessor pursuant to this Lease serves a public purpose and is in the best interests of the District and its residents; and

WHEREAS, the Lessor desires to lease the Leased Property to the District, and the District desires to lease the Leased Property from the Lessor, pursuant to this Lease, in exchange for payment by the District to the Lessor of lease payments from current building funds and/or general funds of the District derived from property taxes and other available funds, as described herein; and

WHEREAS, the purpose of this Lease is to facilitate the leasing of the Project located or to be located on the Project Site; and

WHEREAS, the Lessor has agreed to this Lease and to provide the costs of acquiring, constructing, furnishing and equipping of the Project;

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Lease, have the meanings in this Lease specified, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

The following capitalized terms shall have the following meanings in this Lease:

“*Accounting Principles*” means generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time.

“*Act*” means, collectively, Sections 13-801 to 13-827, 79-10,105 and 79-10,107, the Reissue Revised Statutes of Nebraska, as amended.

“*Additional Rentals*” means, collectively: (i) the costs and expenses incurred by the District in performing its obligations under this Lease with respect to the Leased Property, the Project, the Site Lease, and any matter related thereto and the costs and expenses incurred by the District in paying the reasonable fees and expenses of the Lessor with respect to this Lease (including Sections 10.03 and 10.06 hereof); (ii) all amounts required to fund the Rebate Fund under the Indenture; (iii) any amounts owed by the Lessor pursuant to the Indenture (excluding debt service); and (iv) all other costs and expenses incurred by the District in connection with the foregoing; provided, however, that Additional Rentals do not include the Base Rentals.

“*Agency Obligations*” means, collectively, the Agency’s obligations under the Indenture, including any and all bonds issued pursuant to the Indenture for payment of costs of the Project, to the extent outstanding and unpaid pursuant to the respective terms thereof.

“*Base Rental Payment Date*” has the meaning provided in Section 6.01 hereof.

“*Base Rentals*” means the payments by the District pursuant to Section 6.01 hereof, for and in consideration of the right to use the Leased Property during the Lease Term.

“*Board*” means the members of the District’s Board of Education, their successors and assigns.

“*Construction Agreement*” means any agreement regarding construction and acquisition of the Project which may be entered into between Lessor, as owner of the Project, and the District, as agent of the Lessor, for purposes of or related to the construction and acquisition of the Project.

“*Deed of Trust*” means the Combination Deed of Trust, Security Agreement, Financing Statement and Assignment of Leases and Rents, dated December __, 2025, by the Agency to and in favor of _____ as trustee under such deed of trust, for the benefit of the Trustee, as beneficiary under such deed of trust.

“*District*” means Box Butte County School District 0010 (Hemingford Public Schools) in the State of Nebraska, school district and a political subdivision duly organized and validly existing under the laws of the State.

“*District Representative*” means any one of the President of the Board, the Superintendent of Schools or any other person or persons designated to act on behalf of the District for the purposes of performing any act under this Lease or under any Construction Agreement by a written certificate furnished to the Lessor containing the specimen signature of such person and signed on behalf of the District by any officer of the Board. The identity(ies) of the District Representative(s) may be changed by the District from time to time by furnishing a new certificate to the Lessor.

“*Environmental Laws*” means all federal, state and local laws, including rules of common law, statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process wastewater or otherwise relating to the environment or hazardous substances, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect.

“*Equipment*” means the equipment and other personal property acquired as part of the Project, as such equipment and other personal property is modified pursuant to Section 8.05, 8.06 or 8.07.

“*Event of Default*” means an event described in Section 12.01(a) hereof.

“*Financing Costs*” means administrative costs of structuring the financing of the Project by the Lessor, including, but not limited to, any fees and expenses relating to the Agency Obligations and Indenture, any fees and expenses of any broker or advisor who provides services in connection with structuring the financing of the Project, any fees or expenses of the District prior to the Completion Date, legal fees and expenses, bank’s fees and expenses, costs of immediately available funds, costs of publication and printing, accountants’ fees and recording and filing fees.

“*Financing Documents*” means this Lease, the Indenture, the Agency Obligations, the Resolution, any Construction Agreement, the Site Lease, the Tax Agreement, and the Deed of Trust and any and all other documents and instruments executed by the Lessor and delivered in connection with the financing transactions contemplated hereby.

“*Fiscal Year*” means the District’s fiscal year, which begins on September 1 of each year and ends on August 31 of such year.

“*Force Majeure*” means any event that is not within the control of the District, including, without limitation, acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; or breakage or accidents affecting machinery, transmission pipes or canals.

“*Hazardous Substances*” means any dangerous, toxic or hazardous pollutants, contaminants, chemicals, wastes, materials or substances, as defined in or governed by the provisions of the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, and/or the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 6901 et seq. and 42 U.S.C. § 9601 et seq.), as amended, or any other Environmental Laws, and also includes urea formaldehyde, polychlorinated biphenyls, dioxin, radon, asbestos,

asbestos-containing materials, nuclear or radioactive fuel or waste, infectious waste, and petroleum, including, but not limited to, crude oil or any fraction thereof, natural gas, natural gas liquids, gasoline and synthetic gas, or any other waste, substance, pollutant or contaminant which would subject the Project to any damages, penalties or liabilities under any applicable law, statute, code, ordinance, regulation, requirement or rule.

“*Improvements*” means the site improvements, buildings, fixtures, and other improvements and modifications of property and facilities located on the Project Site described in Exhibit B hereto and as may be modified pursuant to Section 8.05 or 8.07 hereof.

“*Indenture*” means the Trust Indenture and Security Agreement between the Lessor and _____, as trustee, dated as of December __, 2025, and all supplements and amendments thereto, to the extent outstanding and in effect pursuant to the terms thereof.

“*Independent*” means as applied to any Person giving a Certificate or Opinion, one who (i) is in fact independent; (ii) does not have any direct financial interest or any material indirect financial interest in the Agency Obligations; and (iii) is not connected with the Lessor as an officer or employee thereof.

“*Independent Counsel*” means an attorney duly admitted to the practice of law before the highest court in the State and who is not an employee of the District or the Lessor.

“*Lease*” means this Lease Agreement and any amendment or supplement hereto.

“*Leased Property*” means, collectively, the Lessor’s interest in the Project Site and the Project, including any other property that may be defined as part of the Leased Property pursuant to any amendment hereof.

“*Lease Term*” has the meaning provided in Section 4.01 hereof.

“*Lessor*” means Nebraska Educational Building Association, or any successor thereto.

“*Lessor Representative*” means any officer of the Lessor and any other person or persons designated to act on behalf of the Lessor under this Lease and any Construction Agreement by a written certificate furnished to the District and the Lessor containing the specimen signature of such person and signed on behalf of the Lessor by any officer of the Lessor. The identity of the Lessor Representative may be changed by the Lessor from time to time by furnishing a new certificate to the District.

“*Net Proceeds*” means (a) the gross proceeds received from any event referred to in Section 8.06(a) hereof or Section 8.07(a) hereof, minus (b) all expenses incurred in the collection of such gross proceeds or award. The trade-in of Equipment pursuant to Section 8.06(a)(ii) hereof shall be deemed to have generated gross proceeds for purposes of this definition in an amount equal to the credit received upon such trade-in.

“*Permitted Encumbrances*” means, as of any particular time, (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Section 8.02(b) hereof; (b) this Lease; (c) easements, licenses, rights-of-way, rights and privileges, restrictions and exceptions which the District Representative certifies will not adversely affect the value, or interfere with or impair the effective use or operation, of the Leased Property, including easements granted pursuant to Section 8.03 hereof; (d) any financing statements filed with respect to the Lessor’s interest in the Leased Property, this Lease or any Construction Agreement; (e) the Deed of Trust; (f) any encumbrance represented by financing statements filed to perfect purchase money security interests in any portion of or all of the Leased Property; (g) any

claim filed pursuant to the Act; (h) any applicable zoning requirements; and (i) such easements, licenses, rights-of-way, rights and privileges, restrictions and exceptions, and such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Leased Property, which do not, with respect to any of them, in the opinion of the Lessor, materially impair title to the Leased Property.

“*Project*” means the design, acquisition, construction, installation, furnishing and equipping of the Improvements and **Equipment**, described in Exhibit B hereto, whether now in existence or as constructed or acquired as contemplated herein and located on the Project Site.

“*Project Costs*” means, with respect to the Project, all costs and expenses to be incurred, and the reimbursement to the District for all costs and expenses heretofore incurred by the District prior to the Completion Date (except as otherwise provided below), including, without limitation:

- (a) the purchase price, and other costs incurred in connection with acquiring the Leased Property or obtaining or confirming the title thereto;
- (b) all obligations incurred or assumed for labor, materials and equipment in connection with the Project;
- (c) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, title and liability insurance) that may be necessary or appropriate in connection with the Project;
- (d) the costs of engineering, architectural and other professional and technical services, including obligations incurred or assumed for preliminary design and development work, test borings, surveys, estimates, plans and specifications in connection with the Project;
- (e) administrative costs related to the Project incurred prior to the related Completion Date, including supervision of the construction, acquisition, renovation and installation as well as the performance of all of the other duties required by or consequent upon the Project, including, without limitation, costs of preparing and securing all Financing Documents, architectural, engineering and other professional and technical fees, legal fees and expenses, appraisal fees, independent inspection fees, auditing fees and advertising expenses in connection with the Project;
- (f) all costs which shall be required to be paid under the terms of any construction or materials contract;
- (g) all costs which are considered to be a part of the Project Costs in accordance with generally accepted accounting principles;
- (h) payment of the interest component of the Base Rentals through the Completion Date;
- (i) Financing Costs; and
- (j) any and all other costs necessary to effect the Project or to acquire or improve any Leased Property to the extent the same are permitted by the laws of the State and will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of the Base Rentals.

“*Project Site*” means the real property described in Exhibit A attached hereto, including any property added to or substituted for any portion of the Project Site, and less any real property released from this Lease pursuant to Article VIII hereof.

“*Purchaser*” means, initially, _____, in its capacity as purchaser of the initial Agency Obligations, and any permitted successors and assigns.

“*Rebate Fund*” means the special fund created by the District’s federal tax certificate.

“*Requirement of Law*” means any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common-law doctrine or theory, any provision or condition of any permit or any other binding determination of any governmental authority relating to the ownership or operation of property, including, but not limited to, any of the foregoing relating to zoning, environmental, health or safety issues.

“*Special Building Fund*” means the special fund of the District established pursuant to Section 79-10,120, R.R.S. Neb., as amended, and funded from the proceeds of an annual levy of not to exceed fourteen cents on each one hundred dollars upon the taxable value of all taxable property in the District which shall be in addition to any other taxes authorized to be levied for school purposes.

“*State*” means the State of Nebraska.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties by the Lessor. The Lessor makes the following representations, covenants and warranties:

(a) The Lessor (i) is duly organized and existing under the laws of the State, including the Interlocal Act, (ii) is duly qualified to do business in the State, and (iii) is authorized, under its organizational documents, action of its board of directors and applicable law, to own a leasehold interest in the Project Site, to own the Project, to lease the Leased Property to the District and to execute, deliver and perform its obligations under this Lease.

(b) The execution and delivery of the Financing Documents, the consummation of the transactions contemplated thereby, and the performance of or compliance with the terms and conditions of the Financing Documents will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the Lessor is a party or by which it or any of its property is bound, or the Lessor’s organizational documents or any order, rule or regulation applicable to the Lessor or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessor under the terms of any instrument or agreement to which the Lessor is a party.

(c) The Lessor is leasing the Leased Property to the District, all for the purpose of furthering the public purposes of the Act and the Interlocal Act.

(d) There is no litigation or proceeding pending or threatened against the Lessor or any other Person affecting the right of the Lessor to execute, deliver or perform its obligations under the Financing Documents to which it is a party.

(e) The Lessor shall have no authority to operate the Leased Property as a business or in any other manner except as the lessor thereof.

(f) No member of the Lessor's board or any other officer of the Lessor has any significant or conflicting interest, financial, employment or otherwise, in the District, in the Leased Property or in the transactions contemplated hereby, except as full-time employees of the District or members of the District's Board.

Section 2.02. Representations, Covenants and Warranties by the District. The District makes the following representations, covenants and warranties:

(a) The District is a Class III school district and a political subdivision and validly existing under the laws of the State.

(b) The District is authorized, under the laws of the State, including, but not limited to, the Act, to lease the Project Site to the Lessor, to lease the Leased Property from the Lessor and to execute, deliver and perform its obligations under the Financing Documents.

(c) The lease of the Project Site to the Lessor pursuant to the Site Lease and the lease of the Leased Property from the Lessor pursuant to this Lease serve a public purpose and are in the best interests of the District.

(d) The execution, delivery and performance by the District of the Financing Documents have been duly authorized by the District.

(e) The execution, delivery and performance of the respective terms of the Financing Documents by the District do not and will not materially conflict with or result in a material breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or any law, or constitute a material default under any of the foregoing or, except as specifically provided in the Financing Documents, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the District.

(f) The construction, furnishing and equipping of the Project by the Lessor and the leasing of the Leased Property by the Lessor to the District will advance the purposes of the Act.

(g) The District will recognize economic and other benefits by the leasing of the Leased Property pursuant to this Lease; the Leased Property is, and any Leased Property substituted for the initial Leased Property will be, property that is necessary and essential to the District's purpose and operations; and the District expects that the Leased Property will adequately serve the needs for which it is being leased.

(h) The Base Rentals and Additional Rentals payable in each Fiscal Year during the Lease Term do not exceed a reasonable amount so as to place the District under an economic compulsion (i) to continue this Lease beyond the current Lease Term, or (ii) not to exercise the District's right to terminate the renewals of this Lease. In making the representations, covenants and warranties set forth above in this subsection, the District has given due consideration to the

Leased Property, the purposes for which the Leased Property will be used by the District, the benefits to the District from the use of the Leased Property, and the terms of this Lease governing the use of the Leased Property.

(i) The District presently intends and expects to continue renewals of this Lease for so long as the Lessor allows the Leased Property to be leased by the District, but this representation does not obligate or otherwise bind the District or contravene the Act.

(j) The Leased Property will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

(k) The Leased Property is located wholly within the geographic boundaries of the District.

(l) There is no litigation or proceeding pending or threatened against the District or any other Person affecting the right of the District to execute, deliver or perform its obligations under the Financing Documents.

(m) The District is not aware of any current violation of any Requirement of Law relating to the Leased Property.

(n) During the time the District owned the Project Site, no Hazardous Substances were located, used, stored, disposed of, possessed, managed, processed, generated, transported, treated, discharged or released in, on, from or with respect to the Project Site (including groundwater contamination) and no above ground or underground storage tanks were located on the Project Site.

(o) The District shall use the Leased Property in a manner such that (a) the Leased Property at all times is operated in compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the District's use of the Leased Property are obtained, maintained in full force and effect and complied with; (c) there shall be no Hazardous Substance located on, in or under the Leased Property in violation of any Requirements of Law; (d) there shall be no disposal of any of the items referred to in clause (c) on, from, into or out of the Leased Property or the Project in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any of the items referred to in clause (c) into the indoor or outdoor environment from, into or out of the Leased Property, including, but not limited to, the movement of any such items through or in the air, soil, surface water, groundwater from, into or out of the Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

(p) Neither the District nor the Leased Property (i) is subject to any private or governmental lien or judicial or administrative notice, order or action relating to Hazardous Substances or other environmental problem, impairment or liability with respect to the Leased Property; or (ii) to its knowledge is in, or with any applicable notice and/or lapse of time and/or failure to take certain curative or remedial actions will be in, violation of any Environmental Laws.

ARTICLE III

GRANTING PROVISIONS; ENJOYMENT OF LEASED PROPERTY

Section 3.01. Initial Lease of Project Site. Simultaneously with the delivery of this Lease, the District is leasing to the Lessor the Project Site, as set forth in Exhibit A attached hereto, and granting a license and easement over other property of the District to the Lessor pursuant to the Site Lease.

Section 3.02. Granting of Leasehold Estate. The Lessor hereby demises and leases the Leased Property to the District in accordance with the terms of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

Section 3.03. Enjoyment of Leased Property. The Lessor covenants that during the Lease Term and so long as no Event of Default shall have occurred, the District shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Lessor, except as expressly required or permitted by this Lease.

Notwithstanding any other provision in this Lease, the Lessor will have no responsibility to maintain, repair or insure the Project. The District will comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner and use or the condition of the Project. The District will also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of Article VII. The District will pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the District to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the District will have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review, the District may refrain from complying therewith if the District furnishes, on request, to the Lessor, at the District's expense, indemnity satisfactory to the Lessor.

Section 3.04. Financing. The District acknowledges that the Lessor has entered into, or shall enter into, the Indenture and issue the Agency Obligations in connection with the financing of the Leased Property with respect to this Lease and has granted a first mortgage on, a security interest in and an assignment of leases and rents of the Leased Property pursuant to the Deed of Trust to secure its obligations under such Indenture. The District also acknowledges that from time to time the Lessor may desire to refinance the then outstanding Agency Obligations under the Indenture. The District has reviewed the Indenture and the Deed of Trust and acknowledges the terms thereof. The District agrees that its interest in the Leased Property and all of its interest hereunder are now and shall at all times be subject and subordinate to the Indenture and the Deed of Trust, whether the same is now existing or hereafter created and without the need for any act or agreement by the District; provided, however that so long as the District continues to perform all of its obligations under this Lease, its tenancy shall remain in full force and effect notwithstanding Lessor's default in connection with the Indenture or the Deed of Trust or any resulting foreclosure or sale of the Leased Property or transfer in lieu of such proceedings.

Section 3.05. Attornment. If any proceedings are brought for the foreclosure of, or following exercise of the power of sale under, the Deed of Trust as described in Section 3.04 above, the District shall attorn to the Purchaser upon any such foreclosure or sale and recognize such purchaser as Lessor under this Lease.

ARTICLE IV

LEASE TERM; TERMINATION OF LEASE

Section 4.01. Lease Term.

(a) The term of this Lease shall commence on December ____, 2025, and shall extend for seven years thereafter, subject to subsection (b) of this Section (the “**Lease Term**”).

(b) The Lease Term shall automatically renew for a new seven-year term on December 1, 2026, and on December 1 of each year thereafter; provided, however, no such renewal shall occur if (i) either the District or Lessor give notice on or before such date of renewal that it is not renewing the Lease Term, or (ii) the District and Lessor mutually agree to nonrenewal, either of which nonrenewal shall be effective for all annual renewals thereafter. Notwithstanding the foregoing, the party which provided notice of nonrenewal may reinstate the renewal for future years if such party provides notice to reinstate renewals prior to the end of the current Lease Term.

(c) Notwithstanding the foregoing, the Lease Term shall expire upon the termination of this Lease following an Event of Default in accordance with Section 12.02(a) hereof.

Section 4.02. Effect of Termination of Lease Term. Upon termination of the Lease Term:

(a) All obligations of the District that accrued hereunder prior to such termination shall continue until they are discharged in full; and

(b) The District’s right to possession of the Leased Property hereunder shall terminate and (i) the District shall, within 45 days, (A) vacate the Project Site and the Improvements and (B) deliver the Equipment to the Lessor at the location at which it is being used; and (ii) if the termination is pursuant to an Event of Default in accordance with Section 12.02(a), pay Base Rentals for the remainder of the Lease Term as if such termination did not occur and Additional Rentals to the extent required pursuant to Section 12.02(d) hereof.

ARTICLE V

THE PROJECT

Section 5.01. Construction, Furnishing and Equipping of the Project. The District, agrees to take reasonable actions to assist the Lessor in causing the acquisition, construction, design, installation, furnishing and equipping of the Improvements and the Equipment, subject, however, to the limitations of Section 5.02 hereof.

Section 5.02. Limitation on the Lessor’s Obligation With Respect to Project. The obligation of the Lessor to pay costs with respect to the acquisition, construction, design, installation, equipping and funding of the Project pursuant to Section 5.01 hereof shall be limited to the net proceeds of the Agency Obligations (the “**Fixed Price**”). Proceeds of the Agency Obligations for the payment of Project Costs shall be disbursed pursuant to the Indenture. Any Project Costs in excess of such net proceeds shall be paid by the District, which the District expects to pay from its special building fund or other legally available funds for such purpose, and all such payments by the District shall be and are hereby determined to be appropriation of funds by the District to the Lessor pursuant to Section 13-806 of the Act.

Section 5.03. Modification of Project; Additional Funds. The funds available under Section 5.02 hereof, including District funds referenced in the last sentence of Section 5.02, are expected by the Lessor and the District to be sufficient to pay the costs of acquiring, constructing, designing, installing, furnishing, equipping and financing the Project pursuant to Section 5.01 hereof. If at any time the Lessor or the District determines that such funds will not be sufficient to pay such costs, it shall immediately notify the other in writing. Following any such notice, the Lessor and the District, first, will negotiate in good faith in an attempt to agree to modify the plans and specifications then in effect for the Project so as to permit the Project to be constructed, acquired and installed with the funds available under Section 5.02 hereof.

ARTICLE VI

BASE RENTALS AND ADDITIONAL RENTALS

Section 6.01. Payment of Base Rentals. During the Lease Term the District shall pay to the Lessor from current building funds and/or general funds of the District and other funds legally available for such purposes, in immediately available funds, the Base Rentals due on each payment date (each, a “**Base Rental Payment Date**”) in the amounts and on the dates as reflected in Exhibit C attached to this Lease, which may be modified from time to time solely as set forth herein.

Section 6.02. Payment of Additional Rentals. The District shall, subject only to Sections 7.01(b) and 8.02(b) hereof and the other Sections of this Article, pay, from current building funds and/or general funds of the District and other funds legally available for such purposes, Additional Rentals directly to the Persons to which they are owed in immediately available funds in the amounts and on the dates on which they are due.

Section 6.03. Unconditional Obligations. The obligation of the District to pay Base Rentals and Additional Rentals during the Lease Term shall be absolute and unconditional and shall not be abated or offset for any reason related to the Leased Property, subject only to the other Sections of this Article and Sections 7.01(b) and 8.02(b) hereof. Notwithstanding any dispute between the District and the Lessor and any other Person relating to the Leased Property, the District shall, during the Lease Term, make all payments of Base Rentals and Additional Rentals when due; the District shall not withhold any Base Rentals or Additional Rentals payable during the Lease Term pending final resolution of such dispute and shall not assert any right of setoff or counterclaim against its obligation to pay Base Rentals or Additional Rentals; provided, however, that the making of any Base Rental or Additional Rental payment shall not constitute a waiver by the District of any rights, claims or defenses which the District may assert, and no action or inaction on the part of the Lessor shall affect the District’s obligation to pay Base Rentals or Additional Rentals during the Lease Term.

Section 6.04. Limitations on Obligations of the District.

(a) Payment of Base Rentals and Additional Rentals by the District shall be paid from funds legally available for such purposes.

(b) The District’s obligations under this Lease shall not be subject to reduction.

ARTICLE VII

OPERATION AND MAINTENANCE OF LEASED PROPERTY

Section 7.01. Taxes, Utilities and Insurance.

(a) The District shall pay, as Additional Rentals, all of the following expenses with respect to the Leased Property:

(i) all taxes, assessments and other charges lawfully made by any governmental body, provided that any such taxes, assessments or other charges that may lawfully be paid in installments may be paid in installments as such installments are due;

(ii) all gas, water, steam, electricity, heat, power and other utility charges incurred in connection with the Leased Property;

(iii) casualty and property damage insurance with respect to the Leased Property in an amount equal to the full replacement value of the Improvements and the Equipment and during the acquisition, construction and equipping of the Project, builders' risk insurance; and

(iv) public liability insurance with respect to the activities to be undertaken by the District in connection with the Leased Property, and this Lease in such amounts with such limits as are commercially reasonable for the intended use of the Leased Property.

(b) Except for Permitted Encumbrances, the District shall not allow any liens for taxes, assessments, other governmental charges or utility charges to exist with respect to any portion of the Leased Property. If the District shall first notify the Lessor of the intention of the District to do so, the District may, however, in good faith contest any such tax, assessment, other governmental charge or utility charge and, upon any such contest, may permit the tax, assessment, other governmental charge or utility charge so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Lessor shall notify the District that, in the opinion of Independent Counsel, whose fees and expenses shall be paid by the District from Additional Rentals appropriated for the Fiscal Year in which such fees and expenses are due, by nonpayment of any such item, the interest of the Lessor in the Leased Property will be materially interfered with or endangered or the Leased Property or any portion thereof will be subject to loss or forfeiture, in which event such tax, assessment, other governmental charge or utility charge shall be paid forthwith; provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, other governmental charge or utility charge. At the request of the District, the Lessor will cooperate fully with the District in any such contest.

(c) The insurance policies provided pursuant to subsection (a) of this Section shall meet the following conditions: (i) any insurance policy may have a deductible clause in an amount deemed reasonable by the District; (ii) each insurance policy provided by a commercial insurer shall be rated "A" or better; (iii) if such insurance policy is provided by a commercial insurer, each insurance policy shall be so written or endorsed as to make losses, if any, payable to the District and the Lessor, as their respective interests may appear; (iv) each insurance policy issued by commercial insurer shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the District or the Lessor without first giving written notice thereof to the District and the Lessor at least 30 days

in advance of such cancellation or modification; (v) a certificate evidencing each such policy shall be deposited with the Lessor by July 31 of each year, commencing July 31, 2026; (vi) full payment of insurance proceeds under any insurance policy up to the dollar limit required by this Section in connection with damage to the Leased Property shall, under no circumstance, be contingent on the degree of damage sustained at other property owned or leased by the District; and (vii) each insurance policy shall explicitly waive any co-insurance penalty.

The Lessor shall have no responsibility for the monitoring, renewing or receiving of the insurance or documents pertaining thereto except as provided herein.

(d) The District may, in its discretion, provide any of the insurance required by subsection (a) of this Section under blanket insurance policies which insure not only the risks required to be insured hereunder but also other similar risks.

(e) The District may, in its discretion, provide all or any portion of the insurance required by subsection (a) of this Section by self-insurance, provided that the following conditions are met: (i) the self-insurance program is approved by an independent insurance consultant referred to in subsection (f) of this Section; and (ii) the self-insurance program is maintained on an actuarially sound basis.

(f) The District shall cause an insurance consultant, which may be the person providing the insurance, to annually review the coverage of the policies of insurance or self-insurance maintained pursuant to this Section and to make recommendations thereon, and shall comply with such recommendations.

Section 7.02. Maintenance and Operation of Leased Property. The District shall maintain, preserve and keep the Leased Property, or cause the Leased Property to be maintained, preserved and kept, in good repair, working order and condition, subject to normal wear and tear, shall operate the Leased Property, or cause the Leased Property to be operated, in an efficient manner and at a reasonable cost, and shall make or cause to be made all necessary and proper repairs, except as otherwise provided in Sections 8.06, 8.07 and 8.08 hereof.

ARTICLE VIII

OWNERSHIP, ENCUMBRANCES, MODIFICATIONS OR ADDITIONS TO LEASED PROPERTY; DAMAGE OR CONDEMNATION OF LEASED PROPERTY

Section 8.01. Title to Leased Property. The Leased Property shall be held in the name of the Lessor, subject to this Lease, until termination of this Lease or the Leased Property is transferred or otherwise disposed of as provided herein, and the District shall have no right, title or interest in the Leased Property except as expressly set forth herein.

Section 8.02. Limitations on Disposition of and Encumbrances on Leased Property.

(a) Except as otherwise permitted in this Article or Article IX or XII hereof and except for Permitted Encumbrances, (i) the District shall not sell, assign, transfer or convey any portion of or any interest in the Leased Property or directly or indirectly create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased

Property, and (ii) the District shall promptly take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim.

(b) Notwithstanding subsection (a) of this Section, if the District shall first notify the Lessor and the Trustee of the intention of the District to do so, the District may in good faith contest any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property and, upon any such contest, may permit the item so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Lessor or the Trustee shall notify the District that, in the opinion of Independent Counsel, whose fees shall be paid by the District as Additional Rentals, by failing to discharge or satisfy such item, the interest of the Lessor in the Leased Property will be materially interfered with or endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event such item shall be satisfied and discharged forthwith; provided, however, that such satisfaction and discharge shall not constitute a waiver by the District of the right to continue to contest such item. At the request of the District, the Lessor will cooperate fully with the District in any such contest.

Section 8.03. Granting of Easements. As long as no Event of Default shall have happened and be continuing, the Lessor shall, at the request of the District (to the extent permitted under the Indenture):

(a) consent to the grant of easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the real property included in the Leased Property, free from this Lease and any security interest or other encumbrance created hereunder or under the Indenture or the Deed of Trust;

(b) consent to the release of existing easements, licenses, rights-of-way and other rights and privileges with respect to the Leased Property, free from this Lease, the Indenture and the Deed of Trust and any security interest or other encumbrance created hereunder or thereunder, with or without consideration; and

(c) execute and deliver any instrument necessary or appropriate to confirm and grant or release any easement, license, right-of-way or other grant or privilege under subsection (a) or (b) of this Section, upon receipt of: (i) a copy of the instrument of grant or release; and (ii) a written application signed by the District Representative requesting such instrument and stating that such grant or release will not materially adversely affect the value, or interfere with the effective use or operation, of the Leased Property.

Section 8.04. Subleasing by the District. The District may, subject to Section 10.04 hereof, (a) permit groups or individuals to use all or any portion of the Leased Property pursuant to the District's policies for community use of District facilities and (b) sublease or grant the right to use or otherwise permit other Persons to use all or any portion of the Leased Property for other purposes, provided that the following conditions are satisfied for any sublease, grant or use pursuant to clause (b):

(i) this Lease, and the obligations of the District hereunder, shall remain obligations of the District, and the District shall maintain its direct relationship with the Lessor, notwithstanding any such sublease, grant or use;

(ii) if the sublease, grant or use is either (A) with respect to all the Leased Property or (B) makes it impossible or impractical for the District to use any substantial portion of the Leased Property for governmental purposes for any substantial period of

time, the Lessor will consent to such sublease, grant or use, which consent shall not be unreasonably withheld.

Section 8.05. Modification of Leased Property. The District, at its own expense, may remodel, or make substitutions, additions, modifications or improvements to, the Leased Property, provided that: (a) such remodeling, substitutions, additions, modifications and additions (i) shall not in any way damage the Leased Property as it existed prior thereto and (ii) shall become part of the Leased Property; (b) the value of the Leased Property after such remodeling, substitutions, additions, modifications and additions shall be at least as great as the value of the Leased Property prior thereto; (c) the Leased Property, after such remodeling, substitutions, additions, modifications and additions, shall continue to be used as provided in, and shall otherwise be subject to the terms of, this Lease; and (d) with respect to substitutions, the District has provided the following to the Lessor: (i) a certificate of useful life demonstrating that the useful life of the substituted property meets or exceeds the originally expected useful life of the released property; (ii) a certification that the essentiality of the substituted property is comparable to that of the released property; (iii) an opinion from Bond Counsel to the effect that such substitution will not cause the District to violate its covenant set forth in Section 10.04 hereof; and (iv) a certification from the District that there are no prior liens on the substituted property other than liens that would constitute Permitted Encumbrances thereon.

Section 8.06. Replacement and Substitution of Equipment.

(a) The District shall have no obligation to renew, repair or replace any inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary Equipment. In any instance where the District determines that any Equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary, the District may (acting for the Lessor) sell, trade in, exchange or otherwise dispose of such Equipment (as a whole or in part) without any responsibility or accountability to the Lessor therefor; provided, however, that if any Equipment has an original purchase price of at least \$25,000 individually, or at least \$1,000,000 collectively (counting only those items of Equipment with individual purchase prices of \$10,000 or more), the District shall comply with one of the following two conditions with the sale, trade-in, exchange or other disposition of such Equipment:

(i) the District shall substitute (by direct payment of the costs thereof or by designating equipment or personal property not theretofore included as part of the Leased Property) other equipment or personal property having (A) equal or greater value and utility (but not necessarily having the same function) in the operation of the Leased Property and (B) a useful life of not less than the remaining useful life of the item of Equipment for which it is substituted; or

(ii) the District shall not make any such substitution, provided that (A) if the item of Equipment is sold to anyone other than the District, the District shall pay to the Lessor, (B) if the item of Equipment is traded in for other equipment or personal property that is not to be included in the Leased Property, the District shall pay to the Lessor and (C) if the item of Equipment is sold or disposed of to the District, then the District shall pay to the Lessor, an amount equal to the original purchase price thereof less depreciation at rates calculated in accordance with generally accepted accounting principles.

(b) The District shall promptly report in writing to the Lessor each substitution, sale, trade-in, exchange or other disposition that must meet one of the conditions set forth in clause (i) or (ii) of subsection (a) of this Section and will pay amounts due to the Lessor thereunder promptly following any sale or disposition pursuant to clause (ii) of subsection (a) of this Section.

All equipment or personal property substituted for Equipment pursuant to this Section shall be free of all liens and encumbrances that are not Permitted Encumbrances and shall become a part of the Equipment, and the District shall execute and deliver to the Lessor a bill of sale transferring title to the substituted equipment or personal property to the Lessor.

(c) The District will not remove, or permit the removal of, any of the Equipment except in accordance with this Section, Section 8.05 or 8.07 or Article IX hereof. The Lessor shall cooperate with the District in implementing the District's rights to dispose of Equipment pursuant to this Section and will execute any and all conveyances, releases or other documents necessary or appropriate in connection therewith.

(d) The disposal of any portion of the Equipment pursuant to this Section shall not entitle the District to any postponement, abatement or diminution of the Base Rentals or Additional Rentals required to be paid hereunder.

Section 8.07. Damage to, Condemnation of, Material Defect in or Loss of Title to Leased Property.

(a) If (i) the Leased Property (or any portion thereof) is destroyed or damaged by fire or other casualty, (ii) title to, or the temporary or permanent use of, the Leased Property (or any portion thereof) or the estate of the District or the Lessor in the Leased Property (or any portion thereof) is taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, (iii) a breach of warranty or any material defect with respect to the Leased Property (or any portion thereof) becomes apparent or (iv) title to or the use of the Leased Property (or any portion thereof) is lost by reason of a defect in the title thereto, then the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any default or breach of warranty under any contract relating to the Leased Property or the Project shall be deposited into a special trust fund held by the Lessor.

(b) Such Net Proceeds shall be used promptly to repair, restore, modify, improve or replace the Leased Property (or portion thereof) and any excess shall be delivered to the District.

(c) The District shall not voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to default or breach of warranty under any contract relating to the Leased Property or the Project without the written consent of the Lessor.

(d) No event described in subsection (a) of this Section shall affect the obligation of the District to pay Base Rentals or Additional Rentals hereunder, regardless of whether the Leased Property is repaired, modified, improved or replaced in full or in part; subject, however, to Article VI hereof.

Section 8.08. Condemnation by the District. The District agrees that, to the extent permitted by law, it shall not bring an eminent domain or condemnation proceeding with respect to all or any portion of the Leased Property.

Section 8.09. Personal Property of the District. The District, at its own expense, may install equipment and other personal property in or on the Leased Property, which equipment or other personal property shall not become part of the Leased Property unless it is permanently affixed to the Leased

Property or removal of it would materially damage the Leased Property, in which case it will become part of the Leased Property.

ARTICLE IX

NO OPTION TO PURCHASE THE LEASED PROPERTY

Section 9.01. No Purchase Option. The District shall have no rights hereunder to purchase the Leased Property.

ARTICLE X

GENERAL COVENANTS

Section 10.01. Further Assurances and Corrective Instruments. So long as this Lease is in full force and effect and no Event of Default has occurred, the Lessor and the District shall have full power to carry out the acts and agreements provided herein, and the Lessor and the District shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property leased or intended to be leased hereunder or for otherwise carrying out the intention of or facilitating the performance of this Lease.

Section 10.02. Compliance With Requirements of Law. On and after the date hereof, the Lessor and the District shall comply with all Requirements of Law in performing their respective obligations with respect to the Leased Property hereunder. Without limiting the generality of the preceding sentence, the District, in particular, shall use the Leased Property in a manner such that (a) the Leased Property at all times is operated in compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the District's use of the Leased Property are obtained, maintained in full force and effect and complied with; (c) there shall be no Hazardous Substance located on, in or under the Leased Property in violation of any Requirements of Law; (d) there shall be no disposal of any of the items referred to in clause (c) on, from, into or out of the Leased Property in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any of the items referred to in clause (c) into the indoor or outdoor environment from, into or out of the Leased Property, including, but not limited to, the movement of any such items through or in the air, soil, surface water, groundwater from, into or out of the Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

Section 10.03. Participation in Legal Actions.

(a) At the request of and at the cost of the District (payable as an Additional Rental hereunder), the Lessor shall join and cooperate fully in any legal action in which the District asserts its right to the enjoyment of the Leased Property that involves the imposition of any charges, costs or other obligations or liabilities on or with respect to the Leased Property or the District's enjoyment of the Leased Property for which the District is responsible hereunder, or that involves the imposition of any charges, costs or other obligations with respect to the District's execution, delivery and performance of its obligations hereunder.

(b) At the request of the Lessor and upon a determination by the District that such action is in the best interests of the District, the District shall, at the cost of the District (payable as an Additional Rental hereunder), join and cooperate fully in any legal action in which the Lessor asserts its ownership of or interest in the Leased Property that involves the imposition of any charges, costs or other obligations on or with respect to the Leased Property for which the Lessor is responsible hereunder, or that involves the imposition of any charges, costs or other obligations with respect to the execution and delivery of this Lease by the Lessor or the performance of its obligations hereunder.

Section 10.04. Tax Covenants. The District will adopt such resolutions and take such actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Lessor's financing will remain excluded from gross income for federal income tax purposes, to the extent any such actions can be taken by the District.

Section 10.05. Reimbursement. To the extent disbursements from the Lessor are used to reimburse the District for Project Costs incurred by or on behalf of the District (which costs are referred to in this subsection as the "reimbursed costs"), the District covenants that:

(a) the reimbursed costs are for items that would have to be capitalized for federal income tax purposes (determined without regard to any election to treat such costs in another manner) if the District was subject to federal income taxation; and

(b) none of the amounts paid to the District to reimburse it for the reimbursed costs are reasonably expected to be used to pay any amounts payable by the District under this Lease.

Section 10.06. Payment of Fees and Expenses of the Lessor. The District shall pay as Additional Rentals the reasonable fees and expenses of the Lessor (subject to any agreement with the Lessor limiting the amount of such fees and expenses) in connection with the Leased Property, the Project, this Lease, the Indenture, the Deed of Trust, any agreement related to the acquisition and construction of the Project, or any matter related thereto, including, but not limited to, costs of defending any claim or action brought against the Lessor or its directors or officers relating to the foregoing, excepting, however, any liability for any action constituting willful or wanton misconduct of the Lessor or its directors or officers.

Section 10.07. District Appropriations. Amounts equal to any Base Rentals or Additional Rentals owed by the District to the Agency under this Lease shall be appropriated by the District to the Agency during the Lease Term pursuant to Section 13-806 of the Interlocal Act, to the extent not made pursuant to the other terms of this Lease.

Section 10.08. District Lease Renewal Confirmations and Financial Information. Throughout the Lease Term, the District shall take the following actions and deliver to the Lessor:

(a) the District's annual financial statements, as audited by an Independent certified professional accountant, within 120 days after the end of each Fiscal Year, commencing with the Fiscal Year ending August 31, 2026, or at such time as such audited financial statements are available;

(b) the documents in effect each month which reflect the budget for the Project;

(c) a copy of a signed resolution, which shall be adopted by the District's Board to ratify the automatic renewal of the Lease Term provided in Section 4.01(b) of this Lease by November 15 of each Fiscal Year, commencing November 15, 2026, and which resolution shall be in the form of the resolution attached hereto as Exhibit D (provided, however, any failure by the District to adopt any such resolution shall not affect the validity of the automatic renewal as provided in Section 4.01(b) of this Lease); and

(d) a copy of the District's annual budget, as approved by the District's Board, by October 1 of each Fiscal Year, commencing with the Fiscal Year beginning on September 1, 2026.

The District shall provide the Lessor with reasonable access to the books of records and accounts relating to the Project and such other information as it may reasonably request.

Section 10.09. Financial Covenants of the District. Throughout the Lease Term, the District agrees as follows:

(a) The District expects payments hereunder shall be made from the Special Building Fund (as permitted by Section 79-10,105 of the Act), the general fund, and any other funds legally available to the District. The District agrees that it shall levy, to the extent legally permitted, \$0.14 per \$100 of valuation of the District in the Special Building Fund and the maximum amount permitted in the general fund of the District for payment of amounts expected to be due under this Lease and for other purposes of the District throughout the term of this Lease, or such lesser amounts as may be necessary to make the required payments on this Lease.

(b) The District shall not enter into any other agreement, issue bonds, or incur additional obligations payable from the Special Building Fund of the District payable over multiple years if such obligations would exceed payments required from the District in excess of \$100,000 per year, without prior written approval from the Agency. The District acknowledges that the terms of the Indenture may limit the Agency's ability to independently grant any such approval.

ARTICLE XI

LIMITS ON OBLIGATIONS OF THE LESSOR

Section 11.01. Disclaimer of Warranties. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. In no event shall the Lessor be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the District of any item, product or service provided for herein.

Section 11.02. Financial Obligations of the Lessor Limited. All financial obligations of the Lessor under this Lease, except those resulting from its negligence or willful misconduct, are expressly limited to the terms hereof.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined.

(a) Any of the following shall constitute an “Event of Default” under this Lease:

(i) failure by the District to pay any Base Rentals to the Lessor on or before the applicable Base Rental Payment Date, and failure to cure such nonpayment after the expiration of ten (10) days after written notice thereof;

(ii) failure by the District to pay any Additional Rental, or if such Additional Rental is payable to a Person other than the Lessor, when nonpayment thereof has, or may have, a material adverse effect upon the Leased Property or the interest of the Lessor in the Leased Property, and failure to cure such nonpayment after the expiration of ten (10) days after written notice thereof;

(iii) failure by the District to vacate the Project Site and the Improvements and to surrender the Equipment included in the Leased Property within 90 days in accordance with Section 4.02(b) hereof;

(iv) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the District in all or any portion of this Lease or the Leased Property in violation of Section 13.02(a) hereof;

(v) failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i), (ii), (iii) or (iv) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the District by the Lessor, or the Lessor agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Lessor shall not withhold its consent to an extension of such time if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected;

(vi) an event of default shall exist under any other lease or agreement between the District and the Lessor; or

(vii) an event of default shall exist under the Indenture.

(b) The provisions of subsection (a) of this Section are subject to the following limitations:

(i) the District shall be obligated to pay Base Rentals and Additional Rentals only during the Lease Term; and

(ii) if, by reason of Force Majeure, the District shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay Base Rentals or Additional Rentals hereunder, the District shall not be deemed in default during the continuance of such inability; provided, however, that the District

shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the District from carrying out such agreement, except that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the District.

Section 12.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Lessor may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) terminate the Lease Term and give notice to the District to immediately vacate the Project Site and the Improvements and to surrender the Equipment, in the manner provided in Section 4.02(b) hereof;

(b) exercise all the rights and remedies of a secured party under the Uniform Commercial Code with respect to the Equipment and otherwise repossess, liquidate or otherwise dispose of the Equipment in any lawful manner; provided, however, that the Lessor may not recover from the District any deficiency which may exist following the liquidation of the Equipment;

(c) take possession of the Leased Property (in which event the District will take all actions necessary to authorize, execute and deliver to the Lessor for the remainder of the Lessor's leasehold term under the Site Lease all documents necessary to vest in the Lessor, for the remainder of the Lessor's leasehold term under the Site Lease, all of the District's interest in the Project), and sell the Lessor's interest in the Project or lease the Project or sublease the Project continuing to hold the District liable for the difference between (i) the Base Rentals payable by the District hereunder for the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of the Lessor in exercising its remedies under this Lease, including, without limitation, all expenses of taking possession, removing, storing, reconditioning, and selling or leasing or subleasing the Project and all brokerage, auctioneers and attorneys' fees and expenses), provided Lessor shall take any and all action appropriate to mitigate its damages;

(d) recover from the District:

(i) the Base Rentals for the remainder of the Lease Term, regardless of when the District vacates the Project Site and Improvements and delivers the Equipment to the Lessor; and

(ii) the Additional Rentals for the remainder of the Lease Term, but only to the extent such Additional Rentals are payable prior to the date, or are attributable to the use of the Leased Property prior to the date, the District vacates the Leased Property and Improvements, if any, and delivers the Equipment to the Lessor;

(e) enforce any provision of this Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under Article XIII hereof by specific performance, writ of mandamus or other injunctive relief; and

(f) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease, subject, however, to the

limitations on the obligations of the District set forth in Section 12.03 hereof and the limitations on the obligations of the Lessor set forth in Article X hereof.

Section 12.03. Limitations on Remedies. A judgment requiring a payment of money may be entered against the District by reason of an Event of Default only as to the District's liabilities described in Section 12.02(d) hereof.

Section 12.04. No Remedy Exclusive. Subject to Section 12.03 hereof, no remedy herein conferred upon or reserved to the Lessor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 12.05. Waivers.

(a) The Lessor may waive any Event of Default under this Lease and its consequences. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(b) If the Lessor waives any Event of Default described in Section 12.01(a)(i) hereof, any subsequent payment by the District of Base Rentals then due and owing shall be paid to the Lessor to be applied in accordance with the terms hereof.

ARTICLE XIII

TRANSFERS OF INTERESTS IN LEASE OR LEASED PROPERTY

Section 13.01. Assignment by the Lessor. The Lessor shall not, except as provided in this Section or as otherwise provided elsewhere in this Lease, assign, convey or otherwise transfer to any Person any of the Lessor's interest in the Leased Property or the Lessor's rights, title or interest in, to or under this Lease.

The Lessor shall, pursuant to the Indenture, assign its right, title and interest in the Leased Property, this Lease and in the Site Lease and pledge any rents, revenues and receipts receivable by it under this Lease, including the Base Rentals, as security for payment of the principal of and interest on the Agency Obligations, and the District hereby consents to such pledge and assignment. This assignment and pledge is intended to be an absolute assignment from the Lessor to the Trustee under the Indenture for the benefit of the holders of the Agency Obligations and not merely the passing of a security interest. The District acknowledges the Lessor's assignment to the Trustee.

Section 13.02. Transfer of the District's Interest in Lease and Leased Property Prohibited.

Except as otherwise permitted by Section 8.04 hereof with respect to subleases, grants or uses of the Leased Property or as otherwise required by law, the District shall not sublease, assign, encumber, convey or otherwise transfer all or any portion of its interest in this Lease or the Leased Property to any Person, whether now in existence or organized hereafter.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor and the District and their respective successors and assigns, subject, however, to the limitations set forth in Article XIII hereof. This Lease and the covenants set forth herein are expressly intended to be covenants, conditions and restrictions running with the Leased Property and the leasehold estate in the Leased Property under this Lease.

Section 14.02. The Lessor and the District Representatives. Whenever under the provisions hereof the approval of the Lessor or the District is required, or the District or the Lessor is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Lessor by the Lessor Representative and for the District by the District Representative, and the District and the Lessor shall be authorized to act on any such approval or request.

Section 14.03. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed given when hand delivered or mailed by certified or registered mail, postage prepaid, addressed to the District or the Lessor at the office of the District. The District and the Lessor may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.04. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the District or the Lessor, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the District or the Lessor, as the case may be, and not of any member, director, officer, employee, servant or other agent of the District or the Lessor in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the District or the Lessor or any natural person executing this Lease or any related document or instrument.

Section 14.05. Amendments, Changes and Modifications. Except as otherwise provided herein, this Lease may not be effectively amended, changed, modified or altered other than by the execution of a subsequent document in the same manner as this Lease is executed; provided, however, the Lessor shall not be permitted to make any such amendment or modification unless and to the extent permitted by the Indenture.

Section 14.06. Events Occurring on Days That Are Not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 14.07. Severability. If any provision of this Lease, other than the obligation of the District to pay Base Rentals or Additional Rentals hereunder and the obligation of the Lessor to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.08. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 14.09. Applicable Law. The laws of the State shall be applied in the interpretation, execution and enforcement of this Lease.

Section 14.10. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Lessor and the District have executed this Lease as of the date first above written.

NEBRASKA EDUCATIONAL BUILDING
ASSOCIATION, as Lessor

ATTEST:

By _____
Title: Chairperson

By _____
Name:
Title: Finance Director, Hemingford Projects

STATE OF NEBRASKA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, known to me to be the Chairperson of Nebraska Educational Building Association, an interlocal agency, on behalf of such interlocal agency.

Notary Public
My commission expires: _____

[Signature Page to Lease Agreement]

BOX BUTTE COUNTY SCHOOL DISTRICT 0010
(HEMINGFORD PUBLIC SCHOOLS) IN THE
STATE OF NEBRASKA

ATTEST:

By _____
President

By _____
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, known to me to be the President of the Board of Education of Box Butte County School District 0010 (Hemingford Public Schools) in the State of Nebraska, on behalf of such school district.

Notary Public
My commission expires: _____

[Signature Page to Lease Agreement]

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

The Project Site described in the referenced instrument is located in Box Butte County, Nebraska and is legally described as follows:

EXHIBIT B

DESCRIPTION OF THE PROJECT

The Project consists of construction, acquisition, renovation, furnishing and improvement of certain facilities to be used by Box Butte County School District 0010 (Hemingford Public Schools) (the “**District**”), including but not limited to (a) a building on the north side of and connected to the existing elementary school of the District and connected to the existing gym of the District to include six classrooms, a weight room, elevator, and support spaces for the operations of the District, to include approximately 10,000 total square feet of space; and (b) building adjacent and connected to the existing vocational classroom building of the District to include approximately 5,000 total square feet of space, and related improvements to such facilities as constructed and acquired pursuant to the Lease Agreement.

EXHIBIT C

BASE RENTAL PAYMENT SCHEDULE

Base Rentals in the amount of \$_____ shall be paid to the Agency on June 15 and December 15 of each year, with the first payment due June 15, 2026. The Agency may agree to reduce the amount of such Base Rentals due on each June 15 and December 15 in its discretion, but the District acknowledges that the terms of the Indenture may limit the Agency's ability to independently approve any such reduction.

EXHIBIT D

FORM OF LEASE RENEWAL CONFIRMATION RESOLUTION

BE IT RESOLVED BY THE BOARD OF EDUCATION OF BOX BUTTE COUNTY SCHOOL DISTRICT 0010 (HEMINGFORD PUBLIC SCHOOLS), AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Education (the “**Board**”) of Box Butte County School District 0010 (Hemingford Public Schools) (the “**District**”), hereby finds and determines that it has entered into a Lease Agreement dated December __, 2025, (the “**Lease**”) with Nebraska Educational Building Association, a Nebraska interlocal agency, (“**NEBA**”) for the acquisition, construction, improvement, equipping and/or furnishing of facilities for use by the District, including (a) a building on the north side of and connected to the existing elementary school of the District and connected to the existing gym of the District to include six classrooms, a weight room, elevator, and support spaces for the operations of the District, to include approximately 10,000 total square feet of space; and (b) building adjacent and connected to the existing vocational classroom building of the District to include approximately 5,000 total square feet of space, and related improvements to such facilities (collectively, the “**Project**”), with a term of seven years which automatically renews each year for a new seven year term pursuant to Section 4.01(b) of the Lease.

Section 2. Confirmation of Renewal. The Board hereby ratifies and confirms renewal of the term of the Lease for a new seven-year term commencing on _____ as provided in Section 4.01(b) of the Lease, together with all other terms and provisions of the Lease. No further action by the Board shall be necessary to effect such renewal, and all actions heretofore taken by the officers, officials, employees and agents of the District with respect to the Lease are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 3. Contract; Repeal. The provisions of this Resolution shall constitute a contract between the District and NEBA, enforceable by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the “**State**”) in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State. This Resolution and any supplemental resolution shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in the Lease.

Section 4. Severability; Effect. If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all 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 or therein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 5. Force and Effect. Any resolution of the Board inconsistent with this Resolution is hereby repealed to the extent of such inconsistency. This Resolution shall take effect and be in force from and after its adoption according to law.

ADOPTED this ___ day of _____, 20 ___.

President

Secretary

**PREPARED BY AND
WHEN RECORDED, RETURN TO:**

**COMBINATION DEED OF TRUST, SECURITY AGREEMENT,
FIXTURE FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS**
by and between

NEBRASKA EDUCATIONAL BUILDING ASSOCIATION,
as trustor (the “Agency”)

to

_____,
as deed of trust trustee (the “Trustee”)

for the benefit of

as beneficiary, (the “Beneficiary”) _____
in its capacity as bond trustee under that Trust Indenture and Security
Agreement dated December ___, 2025, between the Beneficiary and the Agency

Dated as of December ___, 2025

This Deed of Trust is made under the laws of the State of Nebraska.

This Deed of Trust constitutes a fixture filing under Section 9-502 of the Uniform Commercial Code of the State of Nebraska.

**THIS IS A CONSTRUCTION SECURITY AGREEMENT WITHIN THE MEANING OF
NEB. REV. ST. §52-127 AND IT SECURES AN OBLIGATION WHICH THE AGENCY
(DEBTOR) INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE REAL
ESTATE IN WHICH THE SECURITY INTEREST IS GRANTED.**

THIS COMBINATION DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS, dated December ___, 2025 (the “**Deed of Trust**”), is made by **NEBRASKA EDUCATIONAL BUILDING ASSOCIATION** (the “**Agency**”), an interlocal agency duly organized and in good standing under the laws of the state of Nebraska (the “**State**”) to _____, as trustee hereunder (the “**Trustee**”), for the benefit of _____, in its capacity as bond trustee under that Trust Indenture and Security Agreement dated December ___, 2025, entered into with the Agency (the “**Beneficiary**”).

RECITALS

1. The Agency is issuing up to \$ _____ of Lease Rental Revenue Bonds, Series 2025, in four sub-series, (the “**Bonds**”) pursuant to Section 13-801 through 13-827, inclusive, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”) and that Trust Indenture and Security Agreement, dated December ___, 2025, between the Agency and the Beneficiary (the “**Trust Indenture**”).

2. The Agency has agreed under the terms of the Trust Indenture to apply the proceeds of the 2025 Bonds to provide funds to pay the costs of construction, acquisition, furnishing and equipping of school buildings and facilities (the “**Project**”) located on the Project Site (defined herein) and pay certain costs of issuing the Bonds, and the Agency has further agreed pursuant to the Trust Indenture to make payments to the Beneficiary amounts sufficient to pay when due, the principal of, premium, if any, and interest on the Bonds.

3. The Agency has been granted a leasehold interest in certain parcels of land on which the Project is or will be located pursuant to a site lease (the “**Site Lease**”).

3. In order to secure its obligations under the Trust Indenture, the Bonds, and related documents, the Agency has agreed to execute this Deed of Trust as titleholder to the Project and holder of a leasehold interest in the Project Site pursuant to the Site Lease.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Agency hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE and right of entry and possession, all of the Agency’s estate, right, title and interest in, to and under, and grants to the Beneficiary, to the extent of the Agency’s estate, right, title and interest, a security interest in, any and all of the following described property, which is (except where the context otherwise requires) herein collectively called the “**Property**”:

(A) The Agency’s leasehold interest in the parcel or tract(s) of real estate described in **Exhibit A** hereto, together with all of the easements, rights, privileges, franchises and appurtenances belonging or in any way pertaining thereto whatsoever, either at law or in equity (the real estate so described in said **Exhibit A** hereto being hereinafter referred to as the “**Project Site**”);

(B) All structures, buildings, fixtures and improvements of every kind and description now or at any time hereafter located on or used in connection with the Project Site and any replacements thereof or additions thereto, including, without limitation, the Project (“**Improvements**”);

(C) All right, title and interest of Agency in and to all streets, roads and public places, opened or proposed, and all easements and rights of way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Project Site;

(D) all leases, subleases, licenses and other agreements affecting the use, enjoyment or occupancy of the Project Site and Project, now or hereafter entered into, together with any extensions

thereof and guaranties relating thereto (collectively, the “**Leases**”), and all rents, issues, revenues, profits, fees, charges, accounts, income, and other sums payable under the Leases, oil and gas or other mineral royalties, bonuses and rents, revenues, issues and profits relating to the Project Site, Project and Improvements (collectively, the “**Rents**”);

(E) All Proceeds, including Proceeds and products of all of the foregoing and all additions and accessions to, replacements and substitutions of, insurance policies and payments, condemnation proceeds of, and documents covering all of the foregoing, all property received wholly or partly in trade or exchange for all of the foregoing, and all income, rents, revenues, dividends, distributions, issues, profits, cash or non-cash Proceeds and accessions arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein.

Capitalized terms used in this Deed of Trust and not otherwise defined herein are used herein as defined in the Trust Indenture or as defined in the Nebraska Uniform Commercial Code (as amended from time to time, the “**UCC**”).

ARTICLE I

INDEBTEDNESS SECURED

Section 1.01. Secured Obligations. This Deed of Trust is given to secure the prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the following (collectively, the “**Secured Obligations**”):

(a) all indebtedness, obligations and liabilities of Agency under the Trust Indenture and the Bonds including, without limitation: (i) all principal of and premium, if any, on the Bonds and all accrued and unpaid interest on the Bonds, (ii) all other amounts payable by Agency under the Bonds and the Trust Indenture, the terms and conditions of which are incorporated herein by reference and made a part hereof, (iii) any extensions, renewals, amendments, modifications or replacements thereof, and (iv) one or more future advances presently anticipated to be made to Agency in connection with construction of the Project, financing, refinancing or refunding the obligations of Agency under the Trust Indenture; and

(b) all indebtedness, liabilities, and obligations of Agency now or hereafter incurred or arising pursuant to the provisions of this Deed of Trust including, without limitation, all sums advanced as provided for in this Deed of Trust, the Trust Indenture, or any other documents related thereto: (i) in protecting the lien of this Deed of Trust, (ii) in payment of taxes on the Project Site, (iii) in payment of insurance premiums covering the Improvements, (iv) in payment of principal and interest on any prior liens, (v) in payment of expenses and reasonable attorneys’ fees herein provided for, and (vi) all sums advanced for any other purpose authorized herein.

ARTICLE II

COVENANTS OF AGENCY

The Agency covenants, warrants and agrees to and with the Beneficiary and the Trustee as follows:

Section 2.01. Warranty of Title. The Agency is lawfully seized of the Property hereby conveyed, has the right to grant and convey the Property, and the Agency has good and marketable leasehold interest in the Property subject to no lien, charge or encumbrance except encumbrances which have been disclosed in writing by the Agency prior to the date hereof and such as are listed as exceptions to title in the title policy or policies, if any, insuring the lien of this Deed of Trust issued by a title company or companies not

reasonably objected to by the Beneficiary (the “**Permitted Encumbrances**”), and this Deed of Trust is and will remain a valid and enforceable first lien on the Property subject only to the exceptions referred to above. The Agency has full power and lawful authority to grant, assign, transfer and mortgage its interest in the Property in the manner and form hereby done or intended. The Agency will preserve its interest in, and title to, the Property and will forever warrant and defend the same to Trustee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever, subject to Permitted Encumbrances. The Agency shall promptly and completely observe, perform, and discharge each and every obligation, covenant and agreement affecting the Property whether the same is prior and superior or subject and subordinate hereto.

Section 2.02. Insurance. The Agency will keep the Property insured as provided in the Trust Indenture.

Section 2.03. Condemnation. The Agency, upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any portion thereof or knowledge of any casualty damage to the Property or damage of any other kind, will immediately notify the Beneficiary. All compensation, awards, proceeds, damages, claims, rights of action and payments to which the Agency may become entitled shall be applied as provided in the Trust Indenture.

Section 2.04. Taxes, Assessments, and Charges.

(a) The Agency will pay when due all real estate taxes, personal property taxes, special assessments, assessments, charges, fines and impositions, if any, imposed upon, assessed against or otherwise relating to the Property or any part thereof, and any leasehold payments or ground rents, if any, as provided in the Trust Indenture, subject to the Agency’s right to contest any such lien as provided in the Trust Indenture.

(b) The Agency will pay when due all lawful claims and demands of mechanics, materialmen, laborers, and others which might result in the creation of a lien on the Property, subject to the Agency’s right to contest any such lien as provided in the Trust Indenture.

Section 2.05. Conversion of Security. All right, title and interest of the Agency in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Property, hereafter acquired by, or released to, the Agency or constructed, assembled or placed by the Agency on the Project Site, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further deed of trust, conveyance, assignment or other act by the Agency, shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by the Agency and specifically described in the granting clause hereof, but at any and all times the Agency will execute and deliver to the Trustee any and all such further assurances, deeds of trust, conveyances or assignments thereof as the Trustee or the Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Deed of Trust, subject to Permitted Encumbrances.

Section 2.06. Security Agreement and Financing Statement.

(a) **Security Agreement.** This Deed of Trust is both a real property deed of trust and a “security agreement” within the meaning of the UCC. The Property includes both real and personal property and all other rights and interest, whether tangible or intangible in nature, of Agency in the Property. AGENCY HEREBY GRANTS TO BENEFICIARY, AS SECURITY FOR THE OBLIGATIONS UNDER THE TRUST INDENTURE AND THE BONDS, A SECURITY INTEREST IN THE PROPERTY TO

THE FULL EXTENT THAT THE PROPERTY MAY BE SUBJECT TO THE UCC OR THE UNIFORM COMMERCIAL CODE OF THE STATE OF NEBRASKA (said portion of the Property so subject to the UCC being called in this paragraph the “Collateral”). If an Event of Default shall occur, Beneficiary, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a Beneficiary upon default under the UCC, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Beneficiary may deem reasonably necessary or advisable for the care, protection and preservation of the Collateral. Agency shall pay to Beneficiary on demand any and all expenses, including reasonable attorneys’ fees and expenses, incurred or paid by Beneficiary in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral.

(b) **Financing Statements.** Agency authorizes Beneficiary to prepare and file such financing statements and take such other action to perfect and continue Beneficiary’s security interest in the Collateral, and agrees to execute any and all documentation and take such other actions as may be requested by Beneficiary for such purposes. In addition to recording this Deed of Trust in the real property records, Beneficiary may, at any time and without further authorization from Agency, file counterparts, copies or reproductions of this Deed of Trust as financing statements. Agency shall pay to Beneficiary on demand any and all expenses, including reasonable attorneys’ fees and expenses, incurred or paid by Beneficiary in perfecting, continuing, and protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral.

Section 2.07. Fixture Filing. From the date of its recording, this Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all Property which now is or hereafter becomes fixtures related to the Land. For this purpose, the following information is set forth:

- (a) Debtor and address: Nebraska Educational Building Association
401 S Pine Street
Valley, Nebraska 68064
- (b) Secured Party and address: _____ (as trustee under Trust Indenture and Security Agreement dated as of December __, 2025)
_____, Nebraska 68__
- (c) Maturity date: December 15, 20__
- (d) This document covers goods which are or are to become fixtures.
- (e) Description of Land: See **Exhibit A**.
- (f) Owner of Record of Leasehold Interest in Land: Nebraska Educational Building Association.
- (g) This Financing Statement covers Proceeds.
- (h) Products of the Collateral are also covered.

Section 2.08. Impositions. The Agency shall pay all taxes (except federal and state income taxes) and any other governmental charges or impositions imposed by any governmental authority on the Trustee

or the Beneficiary by reason of their interests in the Trust Indenture, the Bonds or this Deed of Trust, subject to the Agency's right to contest any such taxes as provided in the Trust Indenture.

Section 2.09. Subrogation. The Beneficiary shall be subrogated for the full amount, notwithstanding their release of record at a discount, to any construction, mechanic's or vendor's lien or liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Property to the extent that the same are paid or discharged from the proceeds of the obligations evidenced by the Trust Indenture and the Bonds.

Section 2.10. Release of Liability or Performance. Without affecting the liability of the Agency or of any other person who is or shall become bound by the terms of this Deed of Trust or who is or shall become liable for the Secured Obligations, the Beneficiary may, in such manner, upon such terms and at such times as it deems best and without notice or demand, release any party now or hereafter liable for the performance of any of the Secured Obligations, extend the time for such performance, accept additional security therefor, and alter, substitute or release any property securing such performance. No exercise or nonexercise by the Beneficiary of any of its rights under this Deed of Trust, no dealing by the Beneficiary with any person, firm or corporation and no change, impairment, loss or suspension of any right or remedy of the Beneficiary shall in any way affect any of the Secured Obligations or any security furnished by the Agency, or give the Agency any recourse against the Beneficiary.

ARTICLE III

RELEASE OF CERTAIN PROPERTY

Section 3.01. Modification of Project by the Agency. Subject to such approvals as may be required by the Trust Indenture, the Agency shall have the privilege of remodeling the Project or making substitutions, additions, modifications and improvements to the Project and Project Site from time to time as the Agency, in its discretion, may deem desirable for the Agency's use for such purposes as shall be permitted by the Trust Indenture, the cost of which remodeling, substitutions, additions, modifications and improvements shall be paid by the Agency or from proceeds of the Bonds, and the same shall be the property of the Agency and included under the terms of this Deed of Trust as part of the Project Site and Project; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not interfere with the construction of any improvements or in any way damage the Project or Project Site, and provided that the Project and Project Site, as remodeled, improved or altered, upon completion of such remodeling, substitutions, additions, modifications and improvements made pursuant to this Section shall be of a value not less than the value of the Project and Project Site immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements and shall not result in any liens on the Property other than Permitted Encumbrances.

Section 3.02. Release of Items of Equipment. In any instance where the Agency in its sole discretion determines that any items of Equipment have become obsolete, worn out, unsuitable, inappropriate or unnecessary for its purposes, the Agency may remove such items of Equipment from the Project Site and sell, trade in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Beneficiary therefor, provided that the Agency shall substitute and install anywhere on the Project Site other machinery or Equipment having equal or greater utility (but not necessarily having the same function) to the extent necessary for the continued operation of the Project for its intended purpose, all of which substituted machinery or Equipment shall be free of all liens and encumbrances (other than Permitted Encumbrances) but shall become a part of the Property.

The removal from the Project Site of any portion of the Equipment pursuant to the provisions of this Section shall not entitle the Agency to any abatement or diminution in the amounts payable under the

Trust Indenture; provided, however, that amounts deposited with the Beneficiary pursuant to the provisions of this Section shall be credited against the next installment of principal and interest due on the Bonds.

The Agency shall not remove or permit the removal of any fixture except in accordance with the provisions of this Section.

Upon the request of the Agency, the Beneficiary shall deliver or cause to be delivered to the Agency, such instruments as are reasonably necessary to confirm the release of removed items of Equipment from the lien and security interest of this Deed of Trust and canceling any security interest with respect thereto, provided that such request is accompanied by a certificate of the Agency to the effect that such release complies in all respects with this Section.

Section 3.03. Notwithstanding any other provisions hereof, the parties hereto reserve the right, and with the written consent of Beneficiary, which consent shall not be unreasonably withheld, at any time and from time to time, to amend this Deed of Trust for the purpose of effecting the release of and removal from the lien of the Deed of Trust of (i) any unimproved part of the Project Site (on which no building or equipment owned by the Agency and essential to the continued operation of the Project is situated) or (ii) any part of the Project Site with respect to which the Agency proposes to publicly dedicate or convey fee title to a public utility or public body in order that utility services or roads may be provided for the Project, Project Site or immediately adjacent property, provided that if at the time any such amendment is made any portion of the Bonds is outstanding and unpaid, such amendment shall not be effective until and unless there are deposited with the Beneficiary the following:

- (a) Copies of the said amendments to this Deed of Trust;
- (b) A certificate of the Agency (i) stating that no Event of Default has occurred and is continuing under any of the provisions of this Deed of Trust and no event of default has occurred and is continuing under Article XIV of the Trust Indenture, (ii) giving an adequate legal description of that portion of the Project Site to be released, (iii) stating the purpose for which the release is desired, (iv) requesting such release and (v) approving any necessary amendments to this Deed of Trust.
- (c) If applicable, a copy of the instrument granting the easement or conveying the portion of the Project Site to be released;
- (d) A Certificate of the Agency dated not more than sixty (60) days prior to the date of the release and stating that the release so proposed to be made will not impair the usefulness of the Project as a facility for the purposes for which it was designed and for such purposes as shall be permitted by the Act and will not destroy the means of ingress thereinto and egress therefrom;
- (e) An opinion of Bond Counsel that the release of the portion of the Project Site so proposed to be released shall not affect the tax-exempt status of the Bonds.

Section 3.04. Granting of Easements. The Agency may at any time or time, with the consent of Beneficiary, which consent shall not be unreasonably withheld, cause to be granted easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the Project Site, free from the lien and security interest afforded by or under this Deed of Trust, or the Agency may release existing easements, licenses, rights-of-way and other rights and privileges with or without consideration, and the Beneficiary shall and is hereby directed to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or other grant or privilege upon receipt of: (1) a copy of the instrument of grant or release, (2)

if the property affected is a part of the Project Site, a written application signed by the Agency stating (i) that such grant or release is not detrimental to the proper conduct of the operations of the Agency or any tenant of the Agency located on the Project Site, (ii) that such grant or release will not impair the effective use or interfere with the operation of the Project for its intended purpose, and (iii) that no Event of Default has occurred and is continuing under this Deed of Trust or under Article XIV of the Trust Indenture and (3) that the release of the portion of the Project Site so proposed to be released shall not materially weaken, diminish or impair the security afforded by or under this Deed of Trust.

ARTICLE IV

EVENTS OF DEFAULT

The following shall each constitute an event of default (“**Event of Default**”) hereunder:

Section 4.01. Observance and Performance of Agreement.

(a) The failure by the Agency in the due, prompt and complete observance and performance of any payment, obligation, material covenant, material warranty, material representation or agreement contained in this Deed of Trust or the Trust Indenture, subject to any curative provisions contained herein or therein, if any, and, if no curative provisions are provided, then for a period of thirty (30) days after written notice to the Agency from the Beneficiary specifying the nature thereof, or within such additional period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within said thirty-day period, provided that the Agency commences curative or corrective action within such thirty-day period and diligently pursues such action until the failure of observance or performance is cured or corrected.

(b) The occurrence of an event of default as described in Article IX, Section 1, of the Trust Indenture.

Section 4.02. Appointments. The appointment pursuant to an order of a court of competent jurisdiction of a trustee, receiver or liquidator of the Agency or of the Property or any part thereof.

Section 4.03. Transfer or Sale of Property. The sale, assignment, conveyance, transfer, disposition or further encumbering of the Property, or any material part thereof, or any material interest therein, either voluntarily, involuntarily or by operation of law, or any agreement so to do, except as provided in, or as permitted by, the Trust Indenture.

ARTICLE V

REMEDIES

Upon the occurrence of any Event of Default hereunder, the Trustee and the Beneficiary shall have the following rights and remedies:

Section 5.01. Acceleration. Subject to the provisions of the Trust Indenture, the Beneficiary may, without notice (except as otherwise required by the Trust Indenture or applicable Laws), declare sums secured by this Deed of Trust to be due and payable immediately, and said sums shall thereupon become and be immediately due and payable without presentment, demand, protest or notice of any kind.

Section 5.02. Beneficiary Powers. The Agency shall pay the Beneficiary interest on all sums expended by the Trustee in connection herewith. The Beneficiary, in accordance with the terms of this

Deed of Trust, shall accrue interest on all sums expended by the Trustee, as provided in Bonds and the Trust Indenture. Irrespective of whether the Beneficiary exercises the option provided in **Section 5.01** above, the Beneficiary in person or by agent may, during the continuation of any Event of Default, without any obligation so to do and without notice or demand upon the Agency (except as required by the Trust Indenture or applicable Laws) and without releasing the Agency from any obligation hereunder: (i) make any payment or do any act which the Agency has failed to make or do; (ii) enter upon, take possession of, manage and operate the Property or any part thereof (subject to applicable Laws); (iii) exclude or evict the Agency from the Property; (iv) make or enforce, or, if the same be subject to modification or cancellation, modify or cancel any Leases of the Property, or any part thereof, upon such terms or conditions as Beneficiary deems proper; (v) obtain and evict tenants, and fix or modify Rents, make repairs and alterations, and do any acts which the Beneficiary deems proper to protect the security hereof; and (vi) with or without taking possession, in its own name or in the name of the Agency, sue for or otherwise collect such revenues of the Agency as may be available therefore and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees. Upon request of the Beneficiary, the Agency shall assemble and make available to the Beneficiary at the Project Site any of the Property which has been removed therefrom. The entering upon and taking possession of the Property, the collection of any revenues and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to any such notice. The Trustee or the Beneficiary shall be entitled, at their election and without notice (except as required by the Trust Indenture or applicable Laws), to the appointment of a receiver or receivers for the Property; provided, however, that any of the actions referred to in this **Section 5.02** may be taken by the Beneficiary, either in person or by agent, with or without bringing any action or proceeding, or by receiver, and any such action may also be taken without regard to the adequacy of the security for the indebtedness hereby secured. Further, during the continuation of any Event of Default, the Beneficiary, at the expense of the Agency, either by purchase, repair or construction, may from time to time maintain and restore the Property, or any part thereof, and complete construction of the Improvements incomplete as of the date thereof and in the course of such completion may make such changes in the contemplated Improvements as the Beneficiary may deem desirable and may insure the same.

Section 5.03. Foreclosure. The Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust or to enforce any of the covenants and agreements hereof.

Section 5.04. Power to Sell. The Beneficiary may elect to cause the Property, or any part thereof, to be sold as follows:

(a) If the Beneficiary elects to exercise its power of sale with respect to the Property, or any part thereof, the Trustee shall record a notice of default in each county in which any part of such Property is located and shall mail copies of such notice in the manner prescribed by applicable law to the Agency and to other persons prescribed by applicable law. After the time required by applicable law, the Trustee shall give public notice of the sale to the persons and in the manner prescribed by applicable law. The Trustee, without demand on the Agency, shall sell such Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order the Trustee determines. The Trustee may postpone sale of all or any part of the Property in accordance with the provisions of applicable law. Any person, including, without limitation, the Trustee, the Beneficiary, or their designee, may purchase at any such sale. Upon receipt of the price bid, the Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property that is sold. The recitals in the Trustee's Deed of any matter of fact shall be conclusive proof of the truthfulness thereof.

(b) Should the Beneficiary elect to cause the disposal of any of the Property consisting of personal property subject to the Security Agreement in **Section 2.07**, it may dispose of any part thereof in any manner now or hereafter permitted by the UCC or in accordance with any other remedy provided by

law. Any such disposition may be conducted by an employee or agent of the Beneficiary or the Trustee. Both the Trustee and the Beneficiary shall be eligible to purchase any part or all of such Property at any such disposition. Any such disposition may be either public or private as the Beneficiary may elect, subject to the provisions of the UCC. The Beneficiary shall have all of the rights and remedies of a secured party under the UCC. Expenses of retaking, holding, preparing for sale, selling or the like shall include the Beneficiary's reasonable attorneys' fees and legal expenses, and upon such default, the Agency, upon demand of the Beneficiary, shall assemble such Property and make it available to the Beneficiary at the Project Site, a place which is hereby deemed reasonably convenient to the Beneficiary and the Agency. The Beneficiary shall give the Agency at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of such Property or of the time at or after which any private sale or any other intended disposition is to be made, and if such notice is sent to the Agency, in the manner provided for the mailing of notices herein, it shall constitute reasonable notice to the Agency.

(c) The Trustee is hereby irrevocably appointed the true and lawful attorney-in-fact of the Agency in its name and stead to make all necessary conveyances, assignments, transfers and deliveries of the Property, or any part thereof, and the rights so sold and, for that purpose, the Trustee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the Agency hereby ratifying and confirming all that its said attorney or any substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Agency, if so requested by the Trustee or the Beneficiary, shall ratify and confirm any such sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be advisable in the reasonable judgment of the Trustee or the Beneficiary, for the purpose as may be designated in such request.

(d) The Agency hereby expressly waives any right which it may have to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto.

Section 5.05. Proceeds. Unless otherwise provided by law, the proceeds of any sale made, and all sums recovered under this **Article V**, together with all other sums held by the Trustee or the Beneficiary under this Deed of Trust, shall be applied in the following order:

FIRST: To the extent allowable under the laws of the State of Nebraska, to all costs and expenses incurred in connection with the exercise of the power of sale, the sale or sales and any judicial proceedings, including, but not limited to, all the Trustee's and attorney's fees and expenses, and the costs of any title evidence.

SECOND: To the payment of any and all sums expended by the Trustee or the Beneficiary in accordance with the terms of this Deed of Trust or the Trust Indenture, together with accrued interest as provided by the Trust Indenture and the Bonds, including all expenses, liabilities, and advances made or incurred by the Beneficiary under this Deed of Trust, or in connection with the enforcement hereof, together with interest on all advances;

THIRD: The payment of all sums owing under the Trust Indenture and the Bonds; and

FOURTH: The remainder, if any, to the person or persons legally entitled thereto.

Section 5.06. Power to Purchase. The Trustee, the Beneficiary, or their designee, may purchase at any sale or sales made under or by virtue of this **Article V**. No recovery of any judgment by the Beneficiary and no levy of any execution under any judgment upon the Property or upon any other property of the Agency shall affect, in any manner or to any extent, the lien of this Deed of Trust upon the Property, or any part thereof, or any liens, rights, powers or remedies of the Trustee or the Beneficiary hereunder, but

such liens, rights, powers and remedies of the Trustee and the Beneficiary shall continue unimpaired as before.

Section 5.07. Possession. Notwithstanding the appointment of any receiver, liquidator or trustee of the Agency, or of any of its property, or of the Property or any part thereof, the Trustee and the Beneficiary shall be entitled to retain possession and control of all Property now or hereafter held under this Deed of Trust.

Section 5.08. Other Remedies. The Beneficiary may elect to exercise any other remedies at law or in equity.

Section 5.09. Beneficiary's Other Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all Secured Obligations, the Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed, at any time at the Beneficiary's option any portion or all of the Property, and (v) make compromises or other arrangements with debtors in relation thereto.

Section 5.10. Remedies Not Exclusive. No remedy or right in this Deed of Trust is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Trustee or the Beneficiary in exercising any right or remedy contained in this Deed of Trust shall be construed to be a waiver of any Event of Default or any acquiescence therein; and every right and remedy given by this Deed of Trust to the Trustee or the Beneficiary may be exercised from time to time as often as may be deemed expedient by the Trustee or the Beneficiary. If there exists additional security for the performance of the Secured Obligations, the Beneficiary, at its sole option, and without limiting or affecting any of the rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder, either concurrently with whatever rights it may have in connection with such other security or in such order as it may determine. Nothing in this Deed of Trust shall affect the obligation of the Agency to pay the amounts due or to become due under the Trust Indenture in the manner and at the time and place therein expressed.

Section 5.11. Waiver by Agency. To the fullest extent permitted by applicable law, the Agency will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law or law pertaining to the marshaling of assets, the administration of estates and decedents, any exemption from execution or sale of the Property, or any part thereof, including exemption of homestead, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Deed of Trust, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; and Agency hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee or the Beneficiary, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

ARTICLE VI

CONCERNING THE TRUSTEE

Section 6.01. Trustee Liability. The Trustee, by its acceptance hereof, covenants safely to perform and fulfill the trusts herein created, being liable, however, only for willful negligence or misconduct, and agrees to accept reasonable compensation for the services rendered by it in accordance with the terms hereof.

Section 6.02. Trustee Resignation. The Trustee may resign at any time upon giving thirty (30) days' notice, in writing, to the Agency and the Beneficiary.

Section 6.03. Successor Trustee. The Beneficiary, at its option, may from time to time remove the Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

Section 6.04. Reconveyance. Upon payment in full of the Secured Obligations, the Beneficiary shall request the Trustee to reconvey the Property and shall surrender this Deed of Trust and all documents evidencing the debt secured by this Deed of Trust to the Trustee. The Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. The grantee, in such reconveyance, may be described as **“the person or persons legally entitled hereto.”**

ARTICLE VII

ASSIGNMENT OF LEASES AND RENTS

Section 7.01. Performance of Leases. The Agency will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which it is now or hereafter becomes liable to observe or perform under any present or future Lease, and, its sole cost and expenses, enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the tenant under each and every Lease, subject to such waivers or extensions of time as may be granted by the Agency, provided that the Beneficiary shall have the right, at any time after written notice to the Agency, to rescind any such waiver or extension of time if materially adverse to the interest of the Beneficiary. The Agency will observe and comply with all provisions of law applicable to the operation and ownership of the Property. The Agency will give prompt written notice to the Beneficiary of any notice of default on the part of the Agency with respect to any Lease received from the tenant thereunder, and will also at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of the Agency or any tenant thereunder.

Section 7.02. Specific Assignment of Leases. The Agency will, subject to the terms of such leases, transfer and assign to the Beneficiary, upon written notice by the Beneficiary, any and all specific Leases that the Beneficiary requests. Such transfer or assignment by the Agency shall be upon the same or substantially the same terms and conditions as are herein contained, and the Agency will properly file or record such assignments, at the Agency's expense, if requested by the Beneficiary.

Section 7.03. Protecting the Security of the Assignment. Should the Agency fail to perform or observe any covenant or agreement contained in this Deed of Trust or in the Trust Indenture or other

documents of the Agency related thereto, then the Beneficiary, but without obligation to do so and without releasing the Agency from any obligation hereunder, may make or do the same in such manner and to such extent as the Beneficiary may deem appropriate to protect the security hereof, including, specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary, and also the right to perform and discharge each and every obligation, covenant and agreement of the Agency contained in the Leases and in exercising any such powers to pay necessary costs and expenses, employ counsel and pay reasonable attorneys' fees. The Agency will pay immediately upon demand all sums expended by the Beneficiary under the authority of this Deed of Trust, together with interest thereon, and the same shall be added to said indebtedness and shall be secured hereby and by this Deed of Trust.

Section 7.04. Present Assignment. This Deed of Trust shall constitute a perfected, absolute and present assignment, provided that the Agency shall have the right to collect, but not prior to accrual (except as permitted by **Section 7.02** above), all of the Rents, and to retain, use and enjoy the same unless and until an Event of Default shall occur. Any rents which accrue prior to an Event of Default but are paid thereafter shall be paid to the Beneficiary.

Section 7.05. Default, Remedies. In addition to the remedies described in **Article V** herein, upon the occurrence of any Event of Default, the Beneficiary may, at its option, at any time:

(a) in the name, place and stead of the Agency and without becoming a mortgagee in possession (i) enter upon, manage and operate the Property or retain the services of one or more independent contractors to manage and operate all or any part of the Property (subject to applicable Laws), (ii) make, enforce, modify and accept surrender of the Leases; (iii) obtain or evict tenants, collect, sue for, fix or modify Rents and enforce all rights of the Agency under the Leases; and (iv) perform any and all other acts that may be necessary or proper to protect the security of the this Deed of Trust.

(b) with or without exercising the rights set forth in subparagraph (a) above, give or require the Agency to give (if the Beneficiary gives a copy to the Agency), notice to any or all tenants under the Leases authorizing and directing tenants to pay all Rents and other amounts due under the Leases directly to the Beneficiary.

(c) without regard to waste, adequacy of the security or solvency of the Agency, apply for, and the Agency hereby consents to, the appointment of a receiver of the Property, whether or not foreclosure proceedings have been commenced under this Deed of Trust, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred.

The exercise of any of the foregoing rights or remedies and the application of the Rents, profits and income pursuant to **Section 7.06** hereof shall not cure or waive any Event of Default (or notice of default) or invalidate any act done pursuant to such notice.

Section 7.06. Application of Rents, Profits and Income. All Rents collected by the Beneficiary or the receiver each month may be applied to necessary and desirable expenses of insurance and similar expenses with respect to the Property, to the just and reasonable compensation of the Beneficiary for its own services and for the services of receiver, agents and legal counsel by it properly engaged and employed, to the payment of the indebtedness secured by this Deed of Trust, to the normal and customary expenses of operating the Property, and to necessary and desirable renewals, improvements and alterations. The rights and powers of the Beneficiary hereunder and the application of Rents under this **Section 7.06** shall continue until expiration of the redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

Section 7.07. Authorization to Tenant. Upon notice from the Beneficiary that it is exercising the remedy set forth in **Section 7.05(b)**, the tenants under the Leases are hereby irrevocably authorized and directed to pay to the Beneficiary all Rents and other sums due under the Leases, and the Agency hereby consents and directs that said sums shall be paid to the Beneficiary without the necessity for a judicial determination that an Event of Default has occurred or that the Beneficiary is entitled to exercise its rights hereunder, and to the extent such sums are paid to the Beneficiary, the Agency agrees that the tenant shall have no further liability to Agency for the same. The signature of the Beneficiary alone shall be sufficient for the exercise of any rights hereunder and the receipt of the Beneficiary alone for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the Rents collected hereunder shall upon notice from the Beneficiary be drawn to the exclusive order of the Beneficiary.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Construction. In the event any one or more of the provisions contained in this Deed of Trust, the Trust Indenture or other documents of the Agency related thereto shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Section 8.02. Usury. All agreements between the Agency and the Beneficiary are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of any sums pursuant to the Trust Indenture, acceleration of maturity of the unpaid principal balance thereof, or of the Bonds, or otherwise, or advancement of any sums under the provisions of this Deed of Trust, shall the amount paid or agreed to be paid to the Beneficiary for the use, forbearance or detention of the money to be advanced thereunder or hereunder exceed the highest lawful rate permissible. If, from any circumstances whatsoever, fulfillment of any provision of this Deed of Trust or the Trust Indenture or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable thereto or hereto, then, *ipso facto*, the obligations to be fulfilled shall be reduced to the limit of such validity, and if from any circumstance any the Beneficiary shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the Loan and not to the payment of interest or, if such excessive interest exceeds the unpaid principal balance due under the Loan, the excess shall be refunded to the Agency or its successors or assigns.

Section 8.03. Notices. All written notices expressly provided hereunder and all notices and demands of any kind or nature whatsoever shall be in writing and shall be served by registered or certified mail, return receipt requested. Any such notice or demand so served by registered or certified mail shall be deposited in the United States mail, with postage prepaid thereon fully prepaid and addressed to the parties as follows:

Agency: Nebraska Educational Building Association
Attn: Chairperson
401 S Pine Street
Valley, Nebraska 68064

Trustee:

Attn: _____
_____, Nebraska 68____

Beneficiary:

Attn: _____
_____, Nebraska 68____

or at such other address of which it shall have notified, in writing, the person charged with giving such notice. Service or delivery of any such notice or demand so made shall be deemed complete on the date of actual delivery as shown by the addressee’s registry or certification receipt or upon the expiration of the third (3rd) day after the date of mailing, whichever is earlier in time. Any party may, at any time, change its address for such notice by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

Section 8.04. Successors and Assigns. This Deed of Trust and all terms, conditions and obligations herein shall apply to and inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns.

Section 8.05. Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 8.06. Acceptance by Trustee. The Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 8.07. Notice of Default and Notice of Sale. The Agency hereby requests that a copy of any Notice of Default and Notice of Sale as may be required by law be mailed to it and each party hereto in the manner provided in **Section 8.03** hereof.

Section 8.08. Granting Consent. The granting of consent or approval by the Beneficiary to any transaction, as required by the terms hereunder, shall not be deemed a waiver of the right to require consent to future or successive transactions.

Section 8.09. Jurisdiction. This Deed of Trust is to be construed and enforced according to the laws of the State of Nebraska, except that with respect to any portion of the Property located outside of the State of Nebraska, the laws of the state in which such portion of the Property is located shall be applicable thereto, but only to the extent required for the Beneficiary to exercise its rights and remedies in order to realize upon its interests in the Property.

Section 8.10. Relationship of Deed of Trust to Agreement. If any provision of this Deed of Trust conflicts in any case or circumstance with any provisions of the Trust Indenture or other documents of the Agency related thereto, the relevant provision of the Trust Indenture or such other documents of the Agency related thereto shall prevail unless the result would be to limit, restrict, impair or eliminate the enforceability of any provision or provisions of this Deed of Trust.

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EXHIBIT A

LEGAL DESCRIPTION

TRUST INDENTURE AND SECURITY AGREEMENT

THIS TRUST INDENTURE AND SECURITY AGREEMENT, made and entered into as of the ___ day of December, 2025, by and between NEBRASKA EDUCATIONAL BUILDING ASSOCIATION, an interlocal agency organized and existing under the laws of the State of Nebraska (hereinafter sometimes referred to as “**Lessor**” and sometimes as “**Agency**”), and _____, which is authorized to accept, administer and execute trusts of the character herein set out, with its corporate trust office and post office address in _____, Nebraska, as Trustee (hereinafter sometimes referred to as the “**Trustee**”).

WITNESSETH:

WHEREAS, the Agency, as Lessor, has entered into a Lease Agreement, also dated as of December ___, 2025, with Box Butte County School District 0010 (Hemingford Public Schools), in the State of Nebraska (hereinafter sometimes referred to as the “**District**”), as Lessee, under which the Agency is leasing to the District the Project as defined in Article I hereof and described in greater detail on **Exhibit “A”** hereto attached;

WHEREAS, in order to obtain funds for the construction, acquisition and equipping of the Project, it is necessary for the Agency to issue its Lease Rental Revenue Bonds, Series 2025 in the aggregate principal amount of _____ Dollars (\$ _____), said 2025 Bonds to be paid out of and secured by a pledge of the rentals to become due under said Lease Agreement and the Trustee has agreed to act as Trustee under this Trust Indenture and Security Agreement for the holders of the Bonds issued as hereinafter provided;

WHEREAS, the Agency shall execute and deliver a Deed of Trust for the benefit of the bondholders hereunder upon the interest of the Agency in the Project Site described in **Exhibit “A”** attached hereto for the purpose of securing the Bonds herein authorized;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That the Agency, in consideration of the premises and acceptance by the Trustee of the trust hereby created and of the purchase and acceptance of the Bonds by the holders thereof and of the sum of One Dollar (\$1.00) in lawful money of the United States of America to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Bonds issued as herein provided according to their tenor and all the covenants expressed or implied herein and in the Bonds, does hereby grant, grant security interest in, bargain, sell, assign, convey, mortgage and pledge unto the Trustee, and unto its successors in trust, and to them and their assigns forever, for the securing of the performance of the obligations of the Agency hereinafter set forth, the following property, now owned or hereafter acquired:

1. The Trustee’s rights under the Deed of Trust (defined herein) executed by the Agency with respect to the Leased Property, which covers all right, title and interest of the Agency in the Project and the Project Site described on **Exhibit “A”** hereto attached (including its rights under the Easement Agreement as hereinafter more specifically described and defined) and all buildings, improvements and fixtures now or hereafter located thereon and equipment, furnishings and facilities included therein or as a part thereof, together with all tenements, hereditaments, appurtenances, rights, privileges and immunities thereto belonging or appertaining;

2. All revenues and income derived by the Agency from the Leased Property, including, without limitation, all rentals received by the Agency from the leasing of the Leased Property, and initially the rentals and profits received under and pursuant to that certain Lease Agreement by and between the Agency as Lessor and the District as Lessee (hereinafter more specifically identified) which shall be paid to the Trustee for the account of the Agency and deposited in the account of the Agency herein designated “**Bond Fund**”;

3. The Lease Agreement, including the Leased Property and all extensions, renewals or modifications of the Lease Agreement, if any, together with all rights, title and interest of the Agency thereunder, including, but not limited to, the present and continuing right to make claim for, collect, receive and receipt for any of the payments receivable under the Lease Agreement, to bring actions and proceedings thereunder or for the enforcement thereof, to exercise all rights and remedies of a secured party therein or under the Nebraska Uniform Commercial Code provided for and to do any and all things that the Agency is entitled or may become entitled to do thereunder; provided, however, that the rights to payment of fees, if any, rights of indemnification and the right to reimbursement for expenses provided for in the Lease Agreement are and shall be reserved to the Agency; and

4. Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Agency or by anyone in its behalf (or with its written consent) to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors in said trust and to them and their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all holders of Bonds issued under and secured by this Trust Indenture and Security Agreement without privilege, priority or distinction as to the lien or otherwise of any of said Bonds or interest thereon over any of the other said Bonds or interest thereon.

PROVIDED, HOWEVER, that if the Agency its successors or assigns shall well and truly pay, or cause to be paid, the principal of the Bonds and interest due or to become due thereon, at the times and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, and shall make the payments into the Bond Fund as required under Article V and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Trust Indenture and Security Agreement to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Trust Indenture and Security Agreement and the rights hereby granted shall cease, determine and be void; otherwise this Trust Indenture and Security Agreement to remain in full force and effect.

THIS TRUST INDENTURE AND SECURITY AGREEMENT FURTHER WITNESSETH: That all Bonds issued hereunder are to be issued, authenticated and delivered, and all said revenues, income and other property hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, trusts, uses and purposes hereinafter expressed, and the Agency has agreed and covenanted and does hereby agree and covenant with the Trustee and with the respective owners, from time to time, of the Bonds, as follows, that is to say:

ARTICLE I

DEFINITIONS

Section 1. Definitions. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless the context or use indicates another or different meaning or intent:

“additional bonds” means any bonds issued hereunder other than the 2025 Bonds.

“Agency” means Nebraska Educational Building Association, an interlocal agency organized pursuant to Sections 13-801 Neb. R.R.S., et seq.

“Bond” or **“Bonds”** means any bond or bonds issued pursuant to, in accordance with and secured by this Indenture, including the 2025 Bonds, Completion Bonds and any additional bonds.

“Bond Fund” means the Fund created by Article V of the Indenture into which the funds specified in Article V are to be deposited.

“2025 Bonds” means the \$ _____ of Lease Rental Revenue Bonds, Series 2025, issued hereunder.

“Closing Date” means December ___, 2025.

“Completion Bonds” means additional bonds to be issued to pay further costs of the Project.

“Completion Certificate” means a certificate of the Agency delivered to the Purchaser and the Trustee certifying that the Project has been substantially completed, and all Project costs have been paid.

“Construction Fund” means the 2025 Bond Construction and Acquisition Fund established with the Trustee under the terms of Section 1 of Article VI of this Indenture.

“Deed of Trust” means the Combination Deed of Trust, Security Agreement, Financing Statement and Assignment of Leases and Rents, dated December ___, 2025, by the Agency to and in favor of Trustee, as trustee under such deed of trust, for the benefit of the Trustee, as beneficiary under such deed of trust.

“District” means Box Butte County School District 0010 (Hemingford Public Schools), in the State of Nebraska.

“Government Obligations” means shall include the following:

(a) U.S. Treasury certificates, notes and bonds (including State and Local Government Series--“SLGS”);

(b) Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(c) Resolution Funding Corp (REFCORP) (only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable);

(d) Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.: (i) U.S. Export-Import Bank (Eximbank) (direct obligations or fully guaranteed certificates of beneficial ownership); (ii) Farmers Home Administration (FmHA) (certificates of beneficial ownership); (iii) Federal Financing Bank; (iv) General Services Administration (participation certificates); (v) U.S. Maritime Administration (guaranteed Title XI financing); or (vi) U.S. Department of Housing and Urban Development (HUD) (Project Notes, Local Authority Bonds, New Communities Debentures--U.S. government guaranteed debentures, U.S Public Housing Notes and Bonds--U.S. government guaranteed public housing notes and bonds).

“Indenture” means this Trust Indenture and Security Agreement together with all supplements hereto.

“Interest Rate” means the following: _____

“Lease Agreement” means the Lease Agreement, relating to the Leased Property, executed by and on behalf of the District, as Lessee, with the Agency, as Lessor, which Lease Agreement is dated as of December __, 2025, and pertains to the Leased Property, together with all amendments thereto.

“Leased Property” means, collectively, the Project Site and the Project, including any other property that may be defined as part of the Leased Property pursuant to any amendment hereof.

“outstanding hereunder” or **“Bonds outstanding hereunder”** means all Bonds which have been authenticated, issued and delivered under this Indenture except:

- (a) Bonds cancelled because of payment;
- (b) Bonds for the payment of which cash funds or Government Obligations shall have been theretofore deposited with the Trustee, whether upon or prior to the maturity date of any of said Bonds; and
- (c) Bonds in lieu of which other Bonds have been authenticated as provided under Article II hereof.

“Person” means includes natural persons, firms, associations, corporations and public bodies.

“Project” means the construction, acquisition, renovation, furnishing and improvement of certain facilities to be used by the District, including but not limited to (a) a building on the north side of and connected to the existing elementary school of the District and connected to the existing gym of the District to include six classrooms, a weight room, elevator, and support spaces for the operations of the District, to include approximately 10,000 total square feet of space; and (b) building adjacent and connected

to the existing vocational classroom building of the District to include approximately 5,000 total square feet of space, as constructed and acquired pursuant to the Lease Agreement, including the Agency’s interest in the Project Site described on **Exhibit “A”** hereto attached. Said building and related items are more particularly described on **Exhibit “A”** hereto.

“**Project Manager**” and/or “**Alternate Project Manager**” means the individuals designated by the Agency to request disbursements from the Construction Fund and/or give directions with respect to investments as the case may be, from time to time. The names of the initial Project Manager and Alternate Project Manager are shown on **Exhibit “A”** hereto attached.

“**Project Site**” means the Agency’s right, title and interest in real estate described on **Exhibit “A”** attached hereto, pursuant to the Site Lease, on which real estate the Project shall be constructed.

“**Purchase Price**” means \$ _____, which is the amount paid by the Purchaser for the 2025 Bond.

“**Purchaser**” means _____, in its capacity as purchaser of the 2025 Bonds, and any permitted successors and assigns.

“**Rebate Analyst**” means any accountant or other recognized expert in the area of preparing analyses with respect to liability for arbitrage rebate under Section 148 of the Code.

“**Site Lease**” means that Site Lease dated December __, 2025, between the Agency and District granting a ground lease with respect to the real estate described on **Exhibit “A”** hereto attached, and certain other license and easement rights to and in favor of the Agency.

ARTICLE II

ISSUANCE AND EXECUTION OF BONDS

Section 1. Authorization. The 2025 Bonds in the aggregate principal amount of _____ Dollars (\$ _____) shall be issued by the Agency as soon as practicable on or following the date of execution of this Indenture and the net principal proceeds thereof shall be delivered to the Trustee and deposited to the Construction Fund and applied to costs of the Project as provided in this Indenture.

Section 2. Designation; Extension of Final Maturity.

The 2025 Bonds shall be designated “Lease Rental Revenue Bonds, Series 2025” and shall be issued in the principal amount of _____ Dollars (\$32,675,000) as a single bond with an initial maturity date of December 15, 20__ (the “**Final Maturity Date**”), with said 2025 Bonds bearing interest at the Interest Rate. The 2025 Bonds shall be subject to mandatory call for redemption through application of mandatory sinking fund payments on the following dates in the following amounts plus accrued interest to the date of such call, without the need for presentation or surrender of the Bond to the Trustee:

Payment on

Principal Amount

The 2025 Bonds shall be issued in fully registered form as a single bond in the full stated principal amount. The date of original issue for the 2025 Bonds shall be the date of delivery thereof. Interest on the 2025 Bonds, at the respective rates for each maturity, shall be payable semiannually on June 15 and December 15 of each year commencing on _____, 20__ (each of said dates an “**Interest Payment Date**”) and the 2025 Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the Purchaser of record as of the fifteenth day immediately preceding the Interest Payment Date (the “**Record Date**”), subject to the provisions of Section 4 of this Article II. Said interest shall be computed on the basis of a 360-day year charged upon the actual number of days elapsed. Payments of interest due on the 2025 Bonds shall be made by the Trustee by a check or draft mailed by the Trustee to the Purchaser of this bond, or such other form of payment mutually acceptable between the Trustee and the Purchaser in the amount due for such interest on each Interest Payment Date to the registered owner, as of the Record Date for such Interest Payment Date, to such owner’s registered address as shown on the books of registration as required to be maintained in Section 3 of this Article II. Payments of principal due at maturity or at any date fixed for redemption prior to maturity shall be made by the Trustee to the registered owner upon presentation and surrender of the 2025 Bonds to the Trustee; provided that while Purchaser is the registered owner of the 2025 Bonds, principal shall be paid as of the date of such payment and may be made via electronic transfer or other method as Purchaser may direct. The Agency and the Trustee may treat the registered owner of the 2025 Bond as the absolute owner of such 2025 Bond for the purpose of making payments thereon and for all other purposes and neither the Agency nor the Trustee shall be affected by any notice or knowledge to the contrary, whether such 2025 Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the Purchaser of any 2025 Bond in accordance with the terms of this Indenture shall be valid and effectual and shall be a discharge of the Agency and the Trustee, in respect of the liability upon the 2025 Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. Records; Transfers. The Trustee shall keep and maintain for the Agency books for the registration and transfer of the Bonds at its principal corporate trust office. The names and registered addresses of the Purchaser or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the principal corporate trust office of the Trustee by surrender of such Bond for notation of transfer, accompanied by the materials described in this section, and thereupon the Trustee on behalf of the Agency will register such transfer upon said registration books and make notation thereof on the Bond and deliver the same to the transferee (or send it by registered mail to the transferee owner at such transferee owner’s risk and expense). In every case of transfer of a

Bond, the surrendered Bond shall be cancelled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the Agency under this Indenture evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Indenture to the same extent as the Bonds upon transfer of which they were delivered. Payments of interest shall be mailed to the Purchasers as of the Record Date for each interest Payment Date. The Agency and the Trustee shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. The Agency shall pay the fees and expenses of the Trustee for the registration, transfer and exchange of Bonds provided for by this Indenture and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred, other than fees of the Trustee, are the responsibility of the Purchaser of the Bonds. In the event any Purchaser fails to provide a correct taxpayer identification number to the Trustee, the Trustee may make a charge against such Purchaser sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended (the “**Code**”), such amount may be deducted by the Trustee from amounts otherwise payable to such Purchaser hereunder or under the Bonds.

The Bonds may be transferred without limitation to any affiliate of the Purchaser or to a trust or custodial arrangement established by the Purchaser or an affiliate of the Purchaser, each of the beneficial owners of which are “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended. The Bonds may be transferred to another purchaser (other than an affiliate of the Purchaser or a trust or custodial arrangement as described in the preceding sentence) if (i) written notice of such transfer, together with addresses and related information with respect to such purchaser, is delivered to the Agency and the Trustee by such transferor and (ii) such purchaser shall have delivered to the Agency, the Trustee and the transferor a certificate in the form of the certificate delivered by the Purchaser to the Agency and the Trustee and executed by a duly authorized officer of such purchaser; provided that each such purchaser shall constitute (1) a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, and (2) a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this Section, of not less than \$5,000,000,000.

Section 4. Special Interest Payment Dates. 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 Purchasers as of the Record Date for such Interest Payment Date and shall be payable to the Purchasers of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Trustee whenever monies for the purpose of paying such defaulted interest become available.

Section 5. Weekends; Holidays. If the date for payment of the principal of or interest on the Bonds shall be Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Trustee 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.

Section 6. Bond Form. The Bonds shall be substantially in the form of **Exhibit “B”**.

Section 7. Certificates, Registration. Each of the 2025 Bonds shall be executed on behalf of the Agency with the manual or facsimile signatures of the Chairperson and Finance Director. A supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption shall also be so executed and delivered to the Trustee. In the event that such supply of bonds shall be insufficient to meet the requirements of the Trustee for issuance of replacement 2025 Bonds upon transfer or partial redemption, the Agency agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Chairperson and Finance Director and by having affixed thereto. In case any officer whose signature or facsimile thereof shall appear on any 2025 Bond shall cease to be such officer before the delivery of such 2025 Bond (including any 2025 Bonds delivered to the Trustee for issuance upon transfer or partial redemption), 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 2025 Bond. Upon execution, registration and authentication of the 2025 Bonds, they shall be delivered by the Trustee to the Purchaser, upon receipt of the Purchase Price plus accrued interest thereon to date of payment for the 2025 Bonds. The Purchaser shall have the right to direct the registration of the 2025 Bonds and the denominations thereof within each maturity, subject to the restrictions of this Indenture.

Section 8. Authentication Required. Only such 2025 Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit "B"**, duly executed by the Trustee, shall be entitled to any right or benefit under this Indenture. No 2025 Bond shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Trustee and such executed Certificate shall be conclusive evidence that such 2025 Bond has been authenticated under this Indenture.

Section 9. Replacement Certificates. In case any Bond issued hereunder shall become mutilated or destroyed or lost, the Agency shall, if not then prohibited by law, cause to be executed, and the Trustee may authenticate and deliver a new bond certificate of like series, date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated bond certificate, or in lieu of and in substitution for such lost bond certificate, upon the holder paying the reasonable expenses and charges of the Agency and the Trustee in connection therewith, and, in case of a bond certificate destroyed or lost, such owner's filing with the Trustee evidence satisfactory to it that such bond certificate was destroyed or lost, and of such owner's ownership thereof and furnishing the Agency and the Trustee with indemnity satisfactory to them.

Section 10. Additional Bonds. Additional series of Bonds, including Bonds issued for refunding purposes, having status and rank equal to any of the 2025 Bonds which are to remain outstanding after the issuance of such additional series of Bonds, may be issued only if the lease rentals payable under the Lease Agreement are expected to be sufficient to meet the payments of principal and interest on all Bonds to be outstanding under the Indenture, from and after the issuance of such additional series of bonds, as the same fall due, and only upon the written approval of the Purchaser of the 2025 Bonds. Upon written approval of the Purchaser of the 2025 Bonds, Completion Bonds may be issued at any time and from time to time hereafter provided the supplemental indenture authorizing the issuance of such Completion Bonds shall require an amendment (which may be in the form of an addendum) to the Lease Agreement if necessary to provide for an increase in the rental payments to the Trustee for the Bond Fund sufficient to cover the principal and interest on the Completion Bonds as the same fall due.

ARTICLE III

OPTIONAL REDEMPTION OF BONDS BEFORE MATURITY

Section 1. Optional Redemption. The 2025 Bonds are subject to redemption, in whole or in part, at the option of the Agency prior to maturity on or after _____. If called for redemption, the principal amount of the 2025 Bonds shall be paid in the principal amount called for redemption by the Agency plus accrued interest to the date fixed for redemption. In the event that the Trustee shall be provided with funds sufficient to make any such redemption prior to maturity, upon the request of either the Agency or the District, the Trustee is hereby authorized and directed to take action to call and redeem Bonds in accordance with such request; provided, however, before mailing notice or taking any other action to redeem any Bonds being called for optional redemption, the Trustee in its discretion may require that such monies or investments be deposited with it as will provide in full for the payment of principal and accrued interest on the Bonds to be called for redemption as of the date fixed for redemption. The Trustee shall give notice of call for redemption without any deposit of funds prior to the date fixed for redemption (a) in the event that refunding bonds have been authorized by the Agency for issuance under this Indenture or otherwise and (b) whenever in its discretion the Trustee deems appropriate.

Section 2. Notice; Partial Redemption. Individual Bonds may be redeemed in part but only in \$100,000 amounts or integral multiples of \$5,000 in excess thereof. Notice of the call for any redemption identifying the Bonds to be redeemed shall be given by the Trustee by mail not less than thirty days prior to the date fixed for redemption, first class, postage prepaid, sent to the Purchaser of each such Bond called for redemption at said owner's registered address. The Purchaser of any Bond may waive the foregoing thirty-day requirement for mailed notice of redemption. Each notice shall identify the Bonds to be redeemed by their numbers and maturities and state the date on which they shall be presented for payment. If on or before the date fixed for redemption funds have been deposited with the Trustee to pay the Bonds, the Bonds thus called shall not bear interest after such redemption date and, except for the purpose of payment, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture. In case of any Bond redeemed in part, the notice of redemption shall designate the portion to be redeemed and upon presentation for redemption the Trustee shall issue a new Bond to evidence the unredeemed principal of such partially redeemed Bond.

Section 3. No Reissuance. All Bonds which have been redeemed shall be cancelled by the Trustee and shall not be reissued.

ARTICLE IV

GENERAL COVENANTS

Section 1. Payment; Rights; Further Acts. The Agency covenants that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning hereof. Such principal and interest are payable solely from revenues in the Bond Fund derived from the rentals and other amounts payable under the Lease Agreement, and other amounts derived by the Agency from ownership of the Leased Property. The Agency covenants that it will take all steps necessary to enforce its rights as Lessor and secure the observance of all of the District's obligations as Lessee under the Lease Agreement. The Agency further covenants to perform faithfully at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, and that the Agency will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee the property herein described and the revenues, income and all other property pledged hereby to the payment of the principal of and interest on the Bonds.

Section 2. Books and Records. The Trustee agrees that, so long as any Bonds issued hereunder and secured by this Indenture shall be outstanding and unpaid, it will keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of and in relation to the Leased Property and the revenues, income and all other property derived therefrom. The Trustee agrees to furnish to the District, the Purchaser and the Agency an accounting annually, and at such other times as either may reasonably request, pertaining to the dealings and transactions of the Trustee in relation to the Leased Property. All books and records of the Trustee relating to the Leased Property and the revenues therefrom shall at all times be open to inspection by representatives of the District and the Agency and the Purchaser.

Section 3. Trustee; Rights under Lease. The Lease Agreement sets forth the covenants and obligations of the Agency and the District and reference is hereby made to the same for detailed statement of the respective obligations. The Agency agrees that the Trustee in its name or in the name of the Agency may enforce all rights of the Lessor and all obligations of the Lessee under and pursuant to the Lease Agreement for and on behalf of the bondholders whether or not the Agency is in default in its covenants to enforce such rights and obligations.

Section 4. Restrictions on Additional Bonds. The Agency covenants that, so long as any of the 2025 Bonds are outstanding, it will not issue additional bonds under this Indenture, except as permitted in Article II of this Indenture or as may be permitted in writing by the Purchaser.

Section 5. Financial Information. The Agency agrees that it shall deliver to the Purchaser the financial information and other documents of the District required by Section 10.08 of the Lease Agreement immediately upon receipt. The Agency shall not grant any approvals under Section 10.09 of the Lease Agreement without the written consent of the Purchaser. To the extent prepared, whether by or on behalf of the Agency, the Agency shall deliver to the Purchaser all financial statements, reports and other information of the Agency immediately upon request.

Section 6. Insurance Proceeds. The Agency agrees that any insurance proceeds it receives under and pursuant to the Lease Agreement pursuant to Section 8.07 thereof, shall be deposited with the Trustee and applied to amounts due hereunder.

ARTICLE V

BOND FUND AND ADDITIONAL RENT

Section 1. Lease. The Leased Property is being leased to the District under the Lease Agreement and the rental payments under the Lease Agreement have been assigned and shall be remitted to the Trustee for the account of the Agency and deposited in the Bond Fund, and the entire amount of said rental payments is pledged to the payment of the principal of and interest on the Bonds.

Section 2. Bond Fund. There is hereby created by the Agency and ordered established with the Trustee a trust fund to be designated “**Bond Fund**”, which shall be used to pay the interest on and principal of said Bonds.

Section 3. Deposits to Bond Fund; Lease. There shall be deposited in the Bond Fund, as and when received, all Basic Rental payments under the Lease Agreement and all other monies received by the Trustee under and pursuant to any of the provisions of the Lease Agreement which are directed by the Agency to be paid into the Bond Fund. Upon the issuance of the Bonds there shall be deposited to the Bond Fund an amount equal to all accrued interest received upon the sale of the Bonds, if any. The District shall receive credit against the amount of payments next falling due under the Lease Agreement in the amount of such deposit. The Agency hereby covenants that, so long as any Bonds issued hereunder are outstanding hereunder, it will cause the Leased Property to be continuously and efficiently leased as a revenue and income producing undertaking and that, should there be a default under the Lease Agreement with the result that the right of possession of the Leased Property under the Lease Agreement is returned to the Agency, the Agency shall fully cooperate with the Trustee and with the Purchaser to the end of fully protecting the rights and security of the Purchaser, and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Leased Property to the end of at all times deriving sufficient monies, income and revenues from the Leased Property to promptly meet and pay the principal of and interest on the Bonds as the same become due and payable, as well as covering the cost of maintaining and insuring the Leased Property.

Section 4. Application of Bond Fund Monies. Monies in the Bond Fund shall be used solely for the payment of the interest on the Bonds and for the retirement of the Bonds at or prior to maturity, including the making of any mandatory redemption as may be set forth in this Indenture or any supplemental indenture.

Section 5. Direction to Trustee. The Bond Fund shall be in custody of the Trustee, and the Agency hereby authorizes and directs the Trustee to withdraw funds from the Bond Fund in amounts sufficient to meet installments of interest or principal upon the Bonds when due (including amounts due for principal upon mandatory redemption). The Trustee hereby accepts such authorization and direction.

Section 6. Reduction of Base Rental; Conditions. The Agency may agree to a reduction of a Base Rental payment as described in Exhibit C to the Lease Agreement only if there shall be sufficient funds in the Bond Fund to make the next scheduled payment of principal and interest falling due on the 2025 Bonds immediately after any such proposed reduction.

Section 7. Nonpresentment of Bonds. In the event any Bonds shall not be presented for payment when the principal thereof becomes due, if funds sufficient to pay such Bonds and interest thereon shall have been made available to the Trustee for the benefit of the Purchasers thereof, all liability of the Agency to the Purchasers thereof for the payment of such Bonds or interest thereon, as the case may be, shall forthwith cease, determine and be completely discharged and thereupon it shall be the duty

of the Trustee to hold such fund or funds, without liability for interest thereon, for a period of five (5) years after such Bonds shall have matured, for the benefit of the Purchasers of such Bonds, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on their part under this Indenture or on, or with respect to, such Bonds. At the expiration of such period, any unclaimed principal or interest shall be paid to the District and thereafter all claimants shall be restricted exclusively to making claim against the District for such principal or interest. The District shall have no liability for interest on any such funds paid to it and shall not be required to hold such funds in trust nor, in any manner, to segregate such funds on its books. Anything in this Section 6 to the contrary notwithstanding, the Trustee shall be permitted to discharge all responsibility with respect to unclaimed monies or securities held by it for the payment of the bonds by making payment to the Treasurer of the State of Nebraska in accordance with Section 69-1301 to 69-1329 R.R.S. Neb., as now or hereafter amended, or to the appropriate officer of any other state for which similar laws are determined by the Trustee, the Agency or the District to apply to funds so held by the Trustee, the Agency or the District, as the case may be.

Section 8. Payments Remitted. It is understood and agreed that pursuant to the provisions of the Lease Agreement the District has agreed to pay as additional rent the fees and expense of the Trustee for the Bonds and the other charges and expenses payable to the Trustee, as authorized and provided by this Indenture. The Agency agrees to remit such payments to the Trustee, or otherwise cause such payments to be made to the Trustee either semiannually or annually on statements rendered by the Trustee. All such additional rent payments received by the Trustee shall not be paid into the Bond Fund but shall be expended by the Trustee solely for the purpose for which said additional rent payments are received.

Section 9. Funds Held in Trust. All monies required to be deposited with or paid to the Trustee under any provision of this Indenture or the Lease Agreement, except for payments to the Trustee for its fees and expenses, shall be held by the Trustee in trust.

Section 10. Bond Fund Balances after Payment of Bonds. After payment or provision for payment in full of the Bonds and fees of the Trustee, any balance remaining in the Bond Fund shall be paid to the Agency for donation to the District.

Section 11. Rebate Account. There is hereby established with the Trustee a separate trust fund of the Agency (for the benefit of the Agency) to be known and designated as the “**Rebate Fund**” and in such Rebate Fund a separate account for the 2025 Bonds (the “**2025 Bond Rebate Account**”). Any amounts deposited and held in the Rebate Fund shall not be subject to any pledge of this Indenture but are to be held by the Trustee as set aside and pledged for the benefit of the United States Treasury in accordance with the terms of Section 148 of the Code. Investment earnings on any monies in the Rebate Fund shall be retained therein. Periodically at times sufficient to provide for any required payments to the United States under Section 148 of the Code and applicable regulations thereunder, there shall be furnished to the Trustee a Rebate Analyst’s report showing the excess, if any, of the amount earned on all “nonpurpose investments” related to the 2025 Bonds over the amount which would have been earned if such “nonpurpose investments” were invested at the rate equal to the “yield” on the 2025 Bonds. Such report shall be made in accordance with the requirements of Section 148 of the Code and any applicable regulations thereunder. Based upon such report and within fifteen days from the furnishing thereof, the Trustee shall transfer from investment earnings on hand or monies paid into the 2025 Bond Rebate Account an amount equal to such excess. Any deficiency in the 2025 Bond Rebate Account, and any cost of obtaining Rebate Analyst’s report, shall be provided by the Agency, which shall initially be collected as additional rentals pursuant to the Lease. From the Rebate Fund the Trustee shall make payments to the United States in accordance with the requirements of Section 103 and Section 148 of the Code and any applicable regulations thereunder. In making transfers and payments to the United States, the Trustee

shall be entitled to rely conclusively upon any Rebate Analyst's report or other recognized expert's report and any letter of instruction furnished to the Trustee by recognized bond counsel and may in its discretion consult with counsel selected in the Trustee's discretion. Moines may be withdrawn from the Rebate Fund and transferred to or for the benefit of the Agency only upon the basis of a Rebate Analyst's report or other recognized expert's report accompanied by an opinion of recognized bond counsel satisfactory to the Trustee showing the amount and legal authority (whether statute, regulation or ruling of the Internal Revenue Service) for such withdrawal. All earnings on excess amounts transferred to the Rebate Fund shall be transferred to the United States as and to the extent required under Section 148 of the Code and applicable regulations thereunder. It is understood, agreed and acknowledged that pursuant to the provisions of the Lease Agreement, the District has agreed to pay as additional payments any amounts required to be deposited to the Rebate Fund, after taking into consideration available funds, if any, on deposit with the Trustee.

ARTICLE VI

CONSTRUCTION FUND

Section 1. Construction Fund. There is hereby created and established with the Trustee a trust fund in the name of the Agency designated the "2025 Bond Construction and Acquisition Fund" (the "**Construction Fund**"). The net sale proceeds from the sale of the 2025 Bonds, including accrued interest, shall be deposited into the Construction Fund.

Section 2. Project; Construction. The Agency has agreed to construct and acquire the Project as specified by the District. The Agency hereby agrees that all costs relating to the Project shall be payable from the Construction Fund and any construction funds established for the Completion Bonds. Monies in the Construction Fund shall be expended to pay costs of the Project upon requisitions for payment signed by the Project Manager or Alternate Project Manager which have been approved by the governing board or President of the District, and to pay expenses for the issuance of the 2025 Bonds. The Trustee is hereby authorized and directed to cause disbursements to be made from the Construction Fund upon receipt of requisitions for payment signed by the Project Manager or Alternate Project Manager.

Prior to making any disbursements from the Construction Fund, other than disbursements to pay costs of issuance of the 2025 Bonds, the Trustee shall have been furnished with the following:

- a. For each contract for construction of the Project, which may include contracts entered into by the District as agent for the Agency, which obligates payments in an amount in excess of \$50,000, there shall be provided evidence that the contractor has furnished a payment and performance bond, each in an amount equal to the contract price, with a surety on each such bond qualified to act as surety in the State of Nebraska and acceptable to the Trustee; and
- b. Evidence that there is builders risk insurance in effect with respect to the Project sufficient to cover replacement cost in the event of casualty damage, subject to a deductible amount not in excess of \$25,000.

Included in the acquisition costs eligible for payment out of the Construction Fund shall be expenses for issuance of the 2025 Bonds, including printing costs, initial Trustee's fees, costs of title report, fees and expenses of the placement agent, fees and expenses of bond counsel, fees and expenses of counsel to the Purchaser, fees and expenses of other legal counsel, and similar expenses. Anything in this Section 2 to the contrary notwithstanding, the Trustee shall make disbursement for the payment of issuance expenses

as soon as practicable after the issuance of the 2025 Bonds and based on a closing memorandum for the 2025 Bonds.

Section 3. Disbursement; Records. The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and when the Construction Fund has been closed out, as provided in Section 4 of this Article VI, the Trustee shall file an accounting thereof with the District and the Agency.

Section 4. Final Requisition; Balances. Upon the filing with the Trustee of the final requisition for payment for construction of the Project from the Construction Fund or construction fund related to any Completion Bonds and a Completion Certificate has been delivered to the Trustee and the Purchaser, the construction of the Project shall be deemed completed. Any balance in the Construction Fund or such construction fund for the Completion Bonds remaining after payment of the final requisition for payment shall be transferred to the Bond Fund without further authorization and shall be credited against the next payment of basic rent to fall due.

ARTICLE VII

INVESTMENTS

Section 1. Investment of Funds. Monies held for the credit of any fund or account under this Indenture shall be kept invested and reinvested by the Trustee in Government Obligations or in bank savings accounts or certificates of deposit issued by banks, including the Trustee itself or affiliates of the Trustee, to the extent that said savings accounts or certificates of deposit are fully insured by the Federal Deposit Insurance Agency, or in common trust funds or mutual funds or securities of investment companies which invest substantially all of their assets in securities described in this Article VII, including such securities as covered by repurchase agreements and obligations which are collateralized by Government Obligations. Such investments shall have maturity dates or become due or will be redeemable or subject to sale by the holder, at the option of the holder, on or prior to the dates the funds will be needed. Obligations so purchased as an investment of monies shall be held by or under the control of the Trustee and shall be deemed at all times part of the fund or account from which invested, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund or account and any loss resulting from such investments shall be charged to such fund or account. The Trustee shall sell and reduce to cash funds any investment in the Construction Fund upon written advice from the Project Manager or Alternate Project Manager.

Section 2. Tax Compliance. The Agency hereby covenants to the Purchaser of the 2025 Bonds that it will make no use of the proceeds of the 2025 Bonds which would cause the 2025 Bonds to be arbitrage bonds within the meaning of Section 103(b) and 148 of the Internal Revenue Code of 1986, as amended, and further directs the Trustee to comply with said Section 103(b) and 148 and all applicable regulations thereunder throughout the term of the 2025 Bonds.

ARTICLE VIII

DISCHARGE OF LIEN

Section 1. Discharge and Release of Lien. If the Agency shall pay or cause to be paid to the Purchasers of the Bonds the principal and interest to become due thereon at the times and in the manner stipulated therein, and if the Agency shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Agency such instruments in writing as shall be requisite to satisfy the lien hereof and assign and deliver to the Agency any property at the time subject to the lien of this Indenture which may then be in its possession, except cash held by the Trustee for the payment of interest on and retirement of the Bonds.

Section 2. Defeasance. Bonds for the payment of which monies or Government Obligations which bear interest and mature in such amounts and at such times as to provide the monies required for the payment in full of the principal thereof and interest thereon shall have been deposited with the Trustee (whether upon or prior to the maturity of such Bonds) shall be deemed to be satisfied within the meaning of this Indenture and no longer outstanding.

Section 3. Release of Lien; Effect. It is specifically understood and agreed that release of the lien of this Indenture shall not affect nor cancel the provisions of this Indenture relating to Bonds issued or the rights of Purchasers of Bonds, the Trustee or the Agency, which provisions shall continue in full force and effect according to their terms until all Bonds issued under this Indenture have been paid and retired.

Section 4. Surrender and Cancellation; Deemed Paid and Retired. The Agency may at any time surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered hereunder, which the Agency or the District may have acquired in any manner whatsoever, and such Bonds, upon surrender and cancellation, shall be deemed to be paid and retired.

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 1. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “event of default”:

(a) default in the due and punctual payment of the principal of or the interest on any Bond hereby secured and outstanding; or

(b) default in the due and punctual payment of monies required to be paid to the Trustee under the provision of Article V hereof and the continuance thereof for period of five (5) days; or

(c) default in the performance or observance of any other of the covenants, agreements or conditions on the Agency’s part contained in this Indenture, the Bonds outstanding hereunder, or the Deed of Trust, and the continuance thereof for a period of thirty (30) days after written notice thereof to the Agency by the Trustee, or by the

Purchasers of a majority or more in aggregate principal amount of Bonds outstanding hereunder; or

(d) if an order, judgment or decree shall be entered by any court of competent jurisdiction: (i) appointing a receiver, trustee or liquidator for the Agency or the whole or any substantial part of its properties; (ii) approving a petition with respect to or by the Agency or with respect to its properties under the provisions of the United States Bankruptcy Code; (iii) granting relief to the Agency under any amendment or revision of said Bankruptcy Code and such order, judgment or decree shall not be vacated or set aside or stayed (or, in the case custody or control is assumed by said order, such custody or control shall not be otherwise terminated), within sixty (60) days from the date of entry of such order, judgment or decree provided that no such event or occurrence shall constitute an event of default under this Indenture as and to the extent that the Agency or the District demonstrates to the satisfaction of the Trustee that such event or occurrence will not affect in any material adverse way the performance of the Agency's obligations under this Indenture; or

(e) if the Agency shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) file a petition in any insolvency or bankruptcy proceedings or seeking any composition of indebtedness; (iii) make an assignment for the benefit of its creditors; (iv) consent to the appointment of a receiver of the whole or any substantial part of its properties; (v) file a petition or an answer seeking relief under the United States Bankruptcy Code; or (vi) consent to the assumption by any court of competent jurisdiction under the provisions of any other law for the relief or aid of debtors of custody or control of the whole or any substantial part of the properties of the Agency provided that no such event or occurrence shall constitute an event of default under this Indenture as and to the extent that the Agency or the District demonstrates to the satisfaction of the Trustee that such event or occurrence will not affect in any material adverse way the performance of the Agency's obligations under this Indenture.

The term "default" shall mean default by the Agency in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Indenture, or in the Bonds outstanding hereunder, exclusive of any period of grace required to constitute a default as an "event of default", as hereinabove provided, after giving notice to the Agency, if applicable. Notwithstanding any other provision of this Indenture, no default shall be declared to be an "event of default" until after the expiration of ten (10) days after written notice of such default has been given to the District.

Section 2. Acceleration. Upon the occurrence of an event of default, the Trustee may, and upon the written request of the Purchasers of a majority or more in aggregate principal amount of Bonds outstanding hereunder, shall, by notice in writing delivered to the Agency declare the principal of all Bonds hereby secured then outstanding, and the interest accrued thereon, immediately due and payable. This provision is subject, however, to the condition that if at any time after such declaration of principal and interest as immediately due, and before any further action has been taken other than such declaration, the principal amount of all Bonds which have matured and all arrears of interest, together with the reasonable charges and expenses of the Trustee, shall be paid or caused to be paid, then the Purchasers of a majority in principal amount of the Bonds then outstanding, by notice in writing delivered to the Trustee, may require the Trustee to waive such default and its consequences and rescind such declaration. Until it is required to make the declaration hereinabove in this Section provided, the Trustee shall have power to waive any default arising hereunder if, in the opinion of the Trustee, the same shall have been cured or adequate satisfaction made therefor or if the Trustee deems the declaration not to be in the best interest of bondholders. No such waiver shall extend to or affect any subsequent default.

Section 3. Rights Enforced; Receiver; Sale and Foreclosure. Upon the occurrence or continuation of an event of default, the Trustee may on its own initiative, and shall upon the written request of the Purchasers of not less than a majority in principal amount of the Bonds then outstanding hereunder, and upon being indemnified by the Purchasers of the bonds to its reasonable satisfaction against any and all costs, expenses, outlays, counsel fees and other reasonable disbursements and against all liability, proceed to take steps needful for the protection and enforcement of its rights and the rights of the holders of the Bonds as shall be provided by law, pursuing of rights under the Deed of Trust including foreclosure in the manner prescribed by law and/or the exercising of any rights as a secured party under the Nebraska Uniform Commercial Code with respect to portions of the Leased Property which constitute personal property. The Trustee shall, to the fullest extent permitted by law, be entitled to have a receiver appointed for the Leased Property with such receiver to take possession and charge of the Leased Property during the pendency of any foreclosure proceedings and during any period permitted for redemption or stay of said proceedings, to rent the Leased Property or portions thereof and to receive and collect the payments, rents, issues and profits thereof under the direction of the court and any amount so collected by such receiver shall be applied under the direction of the court to the costs and expenses of receivership, expenses of insurance on the Leased Property, expenses of management, repairs and maintenance, taxes, assessments and on all indebtedness secured by this Indenture. The Trustee shall have the right to bid at any foreclosure sale and to obtain a judgment in respect of any deficiency. To the extent that collateral secured by this Indenture covers both real and personal property, the Trustee may, in its discretion, proceed as to both the real and personal property in accordance with the Trustee's rights hereunder. To the extent permitted by law, the Trustee, in its discretion may proceed to cause the sale of the Leased Property in a single sale upon foreclosure including both real and personal property. If the Trustee holds any additional security for any of the obligations secured hereby, it may enforce the terms hereof or otherwise realize upon such additional security, at its option, either before or concurrently herewith or after proceedings for the enforcement hereof and may apply the proceeds upon the indebtedness secured hereby without affecting the status of or waiving any right to exhaust all or any other security, including the security hereunder, and without waiving any breach or default or any right or power whether exercised hereunder or contained herein or in any other instrument providing for such additional security.

Section 4. Notice to Trustee Required. No Purchaser of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law hereunder or for any other remedy hereunder unless such owner previously shall have given to the Trustee written notice of any event of default as herein provided and unless the Purchasers of not less than a majority in principal amount of the Bonds then outstanding shall have made written request of the Trustee, after the right to exercise such powers or rights of action, as the case may be, shall have accrued, either to proceed to exercise the powers herein granted or to institute such action, suite or proceeding in the name of the Trustee and the Trustee shall have refused or neglected to comply with such request within a reasonable time and after being afforded a reasonable opportunity to do so and after having been offered security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, as aforesaid. All actions to enforce any provision of this Indenture shall be instituted and maintained for the equal benefit of all owners of the Bonds, except that nothing herein contained shall impair the right of any owner of any Bond at or after the maturity thereof to reduce the same to judgement.

Section 5. Benefit of Owners. All the rights of action under this Indenture or under any of the Bonds secured hereby enforceable by the Trustee may be enforced without the possession of any of the Bonds or the production thereof at the trial or other proceedings relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought for the ratable benefit of the owners of the Bonds, subject to the provisions of this Indenture.

Section 6. Insufficient Funds; Application of Bond Fund Monies. If at any time the moneys in the Bond Fund shall not be sufficient to pay the interest or principal of the Bonds as the same become due and payable (whether at maturity or upon proceedings for the redemption thereof by declaration or otherwise), the moneys in said fund, together with any other moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article X or otherwise, shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable or shall have been declared due and payable pursuant to the provisions of Section 2 hereof, all such moneys shall be applied:

First: to the payment to the persons entitled thereto of all installments of interest (including interest on interest as provided by law) then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient, then to the payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

Second: to the payment to the persons entitled thereto of unpaid principal which shall have become due, in the order of the dates such principal became due, with interest at the rate stated in each such Bond upon such principal from the respective dates upon which such principal became due, and, if the amount available shall not be sufficient to pay in full the principal due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

(b) if the principal of all the Bonds shall have become due and payable or shall have been declared due and payable pursuant to the provisions of Section 2 hereof, all such moneys shall be applied to the payment of the principal and interest then due and unpaid, with interest on such principal and interest as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the bonds; and

(c) if the principal of all the Bonds shall have been declared due and payable pursuant to the provision of Section 2 hereof, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of said Section 2, then, subject to the provisions of subsection (b) above of this Section 6 in the event that the principal of all the Bonds shall later become due and payable or be declared due and payable pursuant to the provisions of Section 2 hereof, the moneys then held in the Bond Fund shall be applied to the payment of the principal of all matured Bonds and all Bonds (or portions of the principal amount thereof) then or theretofore required to be redeemed pursuant to any provisions of this Indenture (excluding principal not then due except by reason of said declaration) and all arrears of interest and interest then due, if any, upon all bonds then

outstanding, and any moneys thereafter deposited in the Bond Fund shall be applied in accordance with the provisions of Article V hereof,

Whenever moneys are to be applied pursuant to the provisions of subsections (a) and (b) of this Section 6, (i) such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application or the likelihood of additional moneys becoming available for such application in the future; (ii) the deposit of such moneys, in trust for the proper purpose, shall constitute proper application by the Trustee; and (iii) the Trustee shall incur no liability whatsoever to the Agency, to any Bondholder or to any other person for the delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and shall not be required to make payment of principal to the owner of any bond until such bond shall be surrendered to the Trustee for appropriate endorsement, or for cancellation if fully paid.

Section 7. Trustee; Role; Attorney in Fact. The Trustee shall be entitled and empowered, either in its own name or as Trustee of an express trust, or as attorney in fact for the Owners of the Bonds or in any one or more of such capacities, to file such proof of debt, amendment of proof of debt, claim, petition or other document as may be necessary or advisable in order to have the claims of the Trustee and of the owners of the Bonds allowed in any equity receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization or other similar proceedings relative to the Agency, the District, any other lessee of the Leased Property, or the Leased Property. For this purpose the Trustee is hereby irrevocably appointed the true and lawful attorney in fact of the respective owners of the Bonds (and the successive owners of the Bonds by taking and holding the same shall be conclusively deemed to have so appointed the Trustee) with authority to make and file in the respective names of the owners of the Bonds any such proof of debt, amendment of proof of debt, claim, petition or other document in any such proceedings, and to receive payment of any sums becoming distributable on account thereof, and to execute any such other papers and documents and to do and perform any and all acts and things for and on behalf of the owners of the Bonds as may be necessary or advisable in the opinion of the Trustee in order to have the respective claims of the Trustee and of the owners of the Bonds allowed in any such proceeding and to receive payment of and on account of such claims. However, nothing contained herein shall be deemed to give the Trustee any right to accept or consent to any plan of reorganization or compromise or otherwise take any action of any character in any such proceeding to waive or change in any way any rights of any owners of Bonds, which rights shall be remain exercisable by the owners of the Bonds to the full extent provided by law.

Section 8. Rights of Owners. Anything in this Indenture to the contrary notwithstanding, the owners of not less than a majority of principal amount of the Bonds at the time outstanding (determined in accordance with the provisions of Article X hereof) shall be authorized and empowered and have the right, by an instrument or concurrent instruments in writing delivered to the Trustee, (a) to direct the time, method and place of conducting any proceeding for any remedy to be taken by the Trustee hereunder or available to the Trustee hereunder or available to the owners of the Bonds, or exercising any trust or power conferred upon the Trustee hereunder, or (b) on behalf of the owners of the Bonds then outstanding, to consent to the waiver of any event of default or its consequences, and the Trustee hereunder shall waive any event of default and its consequence upon the written request of the owners of such majority.

Section 9. Waiver; Subsequent Default. No waiver of any default or breach of duty by any Bondholder or the Trustee shall impair any such right or power or shall be construed to be a waiver of any such default or any subsequent default.

ARTICLE X

THE TRUSTEE

Section 1. Acceptance; Removal. The Trustee hereby accepts the trust imposed upon it by this Indenture and agrees to perform said trusts as an ordinarily prudent trustee. The Trustee may resign at any time by giving no less than sixty (60) days' notice to the Agency and to the District and, within five (5) days after giving such notice, by mailing notice of such resignation to each of the Purchasers of the Bonds then outstanding under this Indenture. The Trustee may be removed at any time upon the written request of or upon the affirmative vote of the Purchasers of a majority or more in principal amount of Bonds outstanding. In the event of such resignation or removal, a successor may be appointed by the Purchasers of a majority or more in principal amount of the Bonds outstanding, and such successor shall have all the powers and obligations of the Trustee theretofore vested in its predecessor; provided that unless and until the successor Trustee shall have been appointed by the Purchasers of the Bonds as aforesaid the Agency shall forthwith appoint a Trustee to fill such vacancy. Any successor Trustee shall be a bank or trust company with the power to operate in such capacity in Nebraska.

Section 2. Trustee; Indenture. The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee shall be protected when acting in good faith upon the advice of its Counsel who may be bond counsel. The Trustee may conclusively rely upon any certificate of the Agency executed by any director of the Agency. The Trustee may require of the Agency full information and advice as to the performance of all covenants, conditions and agreements of the Agency contained in this Indenture or any supplement hereto, but the Trustee shall not be required to ascertain or inquire as to the correctness or any information, statements, conclusions or opinions expressed in any certificate, resolution, report, opinion or other document furnished to it pursuant to any provision of this Indenture.

Section 3. Trustee as Owner. The Trustee in its individual capacity may become the owner or pledgee of any Bonds with the same rights it would have if it were not a Trustee hereunder.

Section 4. Trustee; Compensation. The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution, exercise or performance of any of the powers and duties to be exercised or performed by it pursuant to the provision of this Indenture and for the reasonable expenses, charges and other disbursements incurred in connection with the exercise and performance of said powers and duties.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1. Supplemental Indentures; No Consent Required. The Agency and the Trustee may from time to time and at any time enter into such indentures supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indentures shall thereafter form a part hereof), so as to thereby (a) cure any ambiguity or formal defect or omission in this Indenture or in any such supplemental indenture; (b) grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the bondholders or the Trustee or (c) to issue additional bonds in accordance with the provisions of this Indenture.

Section 2. Supplemental Indentures; Consent Required. Except as provided in Section 1 of this Article XI, no indenture supplemental hereto shall be made without the consent of the registered owners of all Bonds outstanding.

ARTICLE XII

AMENDMENT OF LEASE AGREEMENT

Section 1. Lease Amendment; No Consent Required. The Agency or the Trustee, or each thereof, may from time to time, without the approval of the Purchaser, consent to any amendment, change or modification of the Lease Agreement between the Agency and the District for the purpose of curing any ambiguity, formal defect or omission or making any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Purchaser.

Section 2. Lease Amendment; Consent Required. Except for amendments, changes or modifications as above provided in Section 1 of this Article, no amendment, change or modification of the Lease Agreement shall be made without the consent of the Purchasers of all of the Bonds outstanding.

ARTICLE XIII

MISCELLANEOUS

Section 1. Requests in Writing. Any request, direction, consent or other instrument in writing required by this Indenture, or any supplement hereto, to be signed or executed by owners of Bonds may be in any number of concurrent instruments of similar tenor and may be signed or executed by such owner in person or by an agent duly appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of such Bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the Agency with regard to any action taken by them under such instrument, if made in the following manner:

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

(b) The ownership of any Bond and the amount and numbers and other descriptive details of such Bonds and the dates of ownership of the same shall be established by the books of registration maintained by the Trustee.

Section 2. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3. Severability. If any provisions of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 4. Subrogation; Release; Continuing Lien. The Trustee, for the benefit of the holders of the Bonds, shall be subrogated to lien, although released of record, of any and all encumbrances satisfied out of the proceeds of the Bonds. This Indenture creates a continuing lien to secure the full and final payment of the Bonds and the full observance of all covenants and agreements of the Agency as contained in this Indenture.

This Indenture is a present, absolute, effective, irrevocable and complete assignment by the Agency to the Trustee of the Lease Agreement and the rentals thereunder and of the right to collect and apply the same, which is not contingent upon Trustee being in possession of the Leased Property. Trustee grants to Agency a revocable license (the “**Rental License**”) to collect the rentals under the Lease Agreement, which license shall terminate automatically upon the occurrence of an Event of Default (after any notice requirements or cure period provided in the Indenture or the Lease or mandated by law) under the 2025 Bonds, under this Indenture, under the Lease Agreement, under the Deed of Trust, or under any other instrument which secures or refers to the 2025 Bonds (hereinafter called “**Other Security Instrument**”). So long as the Rental License has not been terminated, the Agency shall have a conditional opportunity to collect all Rentals from the Leased Property, in trust for the Trustee, and to use the same for payment of all operating expenses of the Leased Property, and all capital repairs and replacements and all taxes, assessments, governmental charges, levies, insurance premiums which the Agency is required to pay under this Indenture, all other costs and expenses which the Agency is required to pay under and pursuant to the 2025 Bond, the Deed of Trust, and under the Lease Agreement, as and when due, before using said rentals for any other purpose, and the excess only shall be the Agency’s absolute property.

IN WITNESS WHEREOF, Nebraska Educational Building Association has caused this Trust Indenture and Security Agreement to be executed on its behalf by its Chairperson and Finance Director, and to evidence its acceptance of the trust hereby created. The Trustee has caused this Trust Indenture and Security Agreement to be signed in its name and on its behalf by its duly authorized officer, all as of the first date above written.

NEBRASKA EDUCATIONAL BUILDING
ASSOCIATION,

ATTEST:

By _____
Name:
Title: Chairperson

By _____
Name:
Title: Finance Director, Hemingford Projects

_____, Trustee

By: _____
Authorized Officer

EXHIBIT "A"
to Trust Indenture and Security Agreement

Description of the Project:

The Project consists of construction, acquisition, renovation, furnishing and improvement of certain facilities to be used by Box Butte County School District 0010 (Hemingford Public Schools) (the "**District**"), including but not limited (a) a building on the north side of and connected to the existing elementary school of the District and connected to the existing gym of the District to include six classrooms, a weight room, elevator, and support spaces for the operations of the District, to include approximately 10,000 total square feet of space; and (b) building adjacent and connected to the existing vocational classroom building of the District to include approximately 5,000 total square feet of space and related improvements to such facilities as constructed and acquired pursuant to the Lease Agreement.

Description of Project Site:

Designation of Project Manager and Alternate Project Manager:

Project Manager: NEBA Director of Finance for Hemingford Projects, initially _____.
Alternate Project Manager: Chairperson of the Agency Board.

EXHIBIT "B"
to Trust Indenture and Security Agreement

NEBRASKA EDUCATIONAL BUILDING ASSOCIATION
LEASE RENTAL REVENUE BOND
SERIES 2025

**THIS BOND IS SUBJECT TO TRANSFER RESTRICTIONS
AS PROVIDED IN THE INDENTURE**

No. R-1 \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
_____% Subject to adjustment	December 15, 20__	December __, 2025

Purchaser: _____
Principal Amount:

Nebraska Educational Building Association, an interlocal agency organized and existing under the laws of the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the Purchaser 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, subject to extension as provided in the Indenture (defined below), with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, subject to adjustment as provided in the Indenture, payable on _____, 2026, and semiannually thereafter on June 15 and December 15 of each year (each of said dates an **"Interest Payment Date"**). Said interest shall be computed on the basis of a 360-day year charged upon the actual number of days elapsed. The principal hereof is payable upon presentation and surrender of this bond at the principal corporate trust office of _____, as Trustee, in _____, Nebraska. Interest on this bond will be paid on each Interest Payment Date by a check or draft mailed by the Trustee to the Purchaser of this bond, or such other form of payment mutually acceptable between the Trustee and the Purchaser, as shown on the books of record maintained by the Trustee, 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 or as otherwise permitted in the Indenture. 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 Purchaser 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 Trustee whenever monies for such purpose become available.

This bond is the only bond issued in its series in the total principal amount of \$32,675,000 issued pursuant to the Indenture, for the purpose of paying the costs of construction, acquisition, renovation, furnishing and improvement of the Project defined in the Indenture to be used by Box Butte County School District 0010 (Hemingford Public Schools) (the **"District"**), which Project has been leased to said District under a Lease Agreement, dated as of December __, 2025 (the **"Lease Agreement"**). The bonds are to be paid out of fixed rentals payable by said District pursuant to the Lease Agreement, which rentals have been assigned to the Trustee, under a Trust Indenture and Security Agreement (the **"Indenture"**), dated as of December __, 2025 under which this bond is issued, the provisions of which Indenture govern the rights of the holders of the bonds of this issue. Said rents are sufficient in amount to pay principal and interest on the bonds of this issue. Said Lease Agreement provides, among other things,

that the basic rent payable by the District shall be net to the Agency, that the District shall maintain the Project and that loss or damage thereto shall not reduce the rent payable by the District. The Indenture permits the issuance of the Completion Bonds on a parity with the bonds of this issue to pay remaining costs of the Project, if any.

The Agency, however, reserves the right and option of paying amounts due on the bonds of this series at any time on or after _____, in the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption. Optional redemption provisions after any extension of the final maturity of this Bond shall be as provided in the Indenture.

The final maturity date of this Bond, and associated repayment provisions, is subject to extension as provided in the Indenture. This Bond shall be subject to mandatory call for redemption through application of mandatory sinking fund payments on the following dates in the following amounts plus accrued interest to the date of such call, without the need for presentation or surrender of the Bond to the Trustee:

Payment on

Principal Amount

Notice of redemption, for any redemption, optional or mandatory, shall be given by mail, sent to the Purchaser of any bond to be redeemed at said Purchaser's address in the manner provided in the Indenture authorizing said bonds. This bond may be redeemed in part buy only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner, but only to such transferee as is permitted by the Indenture, at the principal corporate trust office of the Trustee upon surrender and cancellation of this bond, and thereupon a new bond of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Indenture authorizing said issue of bonds, subject to the limitations therein prescribed. The Agency, the Trustee 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 day 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 city where the principal corporate trust office of the Trustee 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.

This bond shall not be valid for any purpose until the Certificate of Authentication hereon shall have been signed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the undersigned Agency has caused this bond to be executed by being signed by the facsimile signatures of its Chairperson and Finance Director for Hemingford Projects, all as of the date of original issue shown above.

NEBRASKA EDUCATIONAL BUILDING
ASSOCIATION

By: _____
Chairperson

ATTEST:

Finance Director for Hemingford Projects

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Lease Rental Revenue Bond is one of the bonds of the series and issue designated therein and issued under the provisions of the within mentioned Trust Indenture and Security Agreement.

_____, as Trustee

By: _____
Authorized Officer

(FORM OF 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 Trustee 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:

EXHIBIT "C"
to Trust Indenture and Security Agreement

REQUISITION FOR DISBURSEMENT

Requisition No. _____

_____, Trustee

Attention: Trust Department

As Trustee under that Trust Indenture and Security Agreement, dated as of _____, 2025 (the "**Indenture**"), executed by Nebraska Educational Building Association, under which you serve as Trustee, you are hereby directed to disburse and make payment from the Construction and Acquisition Fund established under Section 1 of Article VI of said Indenture the following amounts to the persons or firms indicated:

PAYEE

AMOUNT

REASON FOR PAYMENT

Attached to this Requisition are copies of invoices in the case of payments to parties other than the contractor for services or materials. In the case of payments to any general contractor with respect to the Project there is attached hereto an architect's certificate for payment.

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed by and on behalf of Nebraska Educational Building Association this ____ day of _____, 20__.

Project Manager or Alternate Project Manager

201.01R1 - GUIDELINES FOR BOARD AND SUPERINTENDENT OPERATIONS

Limits of Authority of the Board

AUTHORITY LIMITS:

All actions of the board shall be taken only in official board meetings called, scheduled and conducted according to the bylaws of the Board of Education and the laws of the State of Nebraska.

Individual members of the board should avoid making decisions as an individual or group outside legal board meetings that will commit the board or district to a particular course of action. Requests for board action presented to board members outside of regular board meetings should be accepted without comment or commitment by the board member. A board member may direct the complainant to take up the issue with the proper school official if they have not already done so. Those making the requests should be directed to address the Board of Education as a whole at a regular board meeting. Only after an issue or problem has been presented to the entire Board of Education, and all sides to such issue or problem have been presented, and the logic involved has been considered by all members, will the board make a commitment. ~~board members make individual commitments.~~

It shall be the policy of all board members to inform employees to consult with their immediate supervisor for instructions. No board member will give instructions or indicate what he or she thinks the superintendent's instructions should be on any specific issue or problem. Employees who approach board members with grievances will be instructed to consult with their immediate supervisor, and, if necessary, arrangements will be made for employees to meet with the entire board to air their grievances. Employees must make those arrangements with the superintendent of schools through the district's grievance policy.

An exception to this policy is in order whenever the board in an official meeting has expressly appointed a particular board member, or committee of board members, with specific authority to act on behalf of the board. The primary responsibility of the Board of Education is a legislative one under which it provides a framework for the operation and maintenance of the school system and delegates the administrative authority to carry out these policies to the superintendent and staff.

Superintendent's Memo of Understanding

1. Board Meetings
 - 1.1. In the materials submitted to board members prior to a board meeting, the Superintendent shall present all relevant information (including both the information that supports his recommendations and that which does not.)

- 1.2. With regard to any action items on the agenda, the Superintendent shall inform the Board of the viable options or alternatives, if any, which may exist.
- 1.3. Neither the Superintendent nor any of the board members shall engage in any of the following tactics at board meetings:
 - 1.4. Disclosing “surprise” information that could have been shared with others prior to the meeting
 - 1.5. Asking “surprise” questions designed to “catch someone off-guard” or embarrass them rather than to seek clarification or additional information
 - 1.6. Bringing up “surprise” items (other than emergency items) for discussion when such items are not on the agenda
 - 1.7. A list of all bills will be available to board members prior to the meeting. The board members may review those bills and call or conference with the Superintendent with any questions they may have prior to arriving for the board meeting.
2. Complaints
 - 2.1. The complaints are brought to board members, the board members will listen to the complaint, but will direct the complainant to the appropriate level in the chain of authority in the school system. The board member will not offer or agree to become an advocate for the complainant or commit to taking any action on the complaint.
 - 2.2. If the complainant has exhausted his/her administrative remedies (including having presented his/her complaint to the Superintendent), the board member shall direct the complainant to reduce his/her complaint to writing and submit it to the president of the Board. The president of the board shall provide a copy of the written complaint to the Superintendent and review it with him/her. After conferencing with Superintendent, the president shall decide whether or not the complaint is a matter that warrants board consideration. If so, he/she shall place the matter on an upcoming board agenda. If not, he/she shall so notify the complainant.
 - 2.3. Notwithstanding any provisions above to the contrary, any complaints involving allegations of personal or professional misconduct on the part of the Superintendent shall be directed to the president of the Board.
3. Hiring Practices
 - 3.1. The Superintendent shall be responsible for the recruiting, screening, and interviewing processes for all employment vacancies in the district. He/she shall recommend candidates for employment in the District. The board of education shall decide whether or not to accept the recommendation.
 - 3.2. If the board of education does not accept the recommendation of the Superintendent, the Superintendent shall submit a different recommendation at a subsequent meeting of the board.
 - 3.3. No member of the board shall lobby the superintendent to recommend a relative, friend, acquaintance, or any other candidate for any position of employment with

the District. It shall not be considered a violation of this Paragraph if a candidate lists a board member as a reference in his/her application for employment.

4. Employee Job Performance Reviews (Evaluations)

- 4.1. The Superintendent and his/her designee(s) shall be responsible for conducting job performance review (evaluations) for all employees in the District (except the Superintendent). The board of education shall be responsible for the job performance review of the Superintendent.
- 4.2. No individual board member shall request to examine any employee's job performance reviews or request an administrator to discuss an employee's evaluation with them. The board as a whole, however, may, in closed session and with a majority of the members voting in favor of such, examine the job performance reviews of employees.
- 4.3. Notwithstanding the provisions of the preceding paragraph, if the Superintendent and/or his/her designee(s) are considering non-renewal, dismissal, or disciplinary action against an employee and the employee has a statutory or contractual right to have the Superintendent's decision or recommendation reviewed by the board, members of the board shall not request to examine such employees job performance reviews until such matters have been concluded and the time for an appeal to the board has expired.
- 4.4. The board shall have a legitimate educational purpose for examining job performance reviews. In no event will the board examine job performance reviews simply out of curiosity or for personal reasons.
- 4.5. No board member shall disclose, discuss, or in any way communicate the contents of any job performance review with anyone other than another board member or the Superintendent.

5. Purchases

- 5.1. The Superintendent shall have the responsibility of operating the school system within the overall limits of the approved budget.
- 5.2. Once the budget is approved, the Superintendent shall have the authority and discretion to approve all purchases of goods, materials, and services which he/she believes are necessary or desirable for the operation of the school district.
- 5.3. Notwithstanding the provisions of the preceding paragraph, the Superintendent shall present the following purchases for prior board approval:
- 5.4. The purchase of a new textbook series in any curriculum area. Prior approval shall not be required for the routine replacement of damaged or lost textbooks nor the purchase of necessary additional copies of a current textbook series.
- 5.5. The purchase or lease of new vehicles.
- 5.6. The purchase of any item or expenditure that exceeds ~~\$5,000~~ \$10,000 unless that expenditure was contemplated and discussed during the budget development process. If time is of the essence, the purchase may be made but reported at the next meeting. This exemption would only apply to replacement of

existing equipment. Purchases of new or additional equipment are not exempt from this requirement.

6. School "Visits"

6.1. In order to avoid creating channels of communication around the Superintendent and, thus, reducing his/her effectiveness as the leader of the school system, board members will visit schools and seek direct communication with employees only under a systematic plan mutually agreed to by and between the Board and the Superintendent.

6.2. The preceding provision shall not apply to activities open to the public or visits where the board member is acting solely in his/her role as a parent of a student.

7. Micro-Management

7.1. No member of the Board (nor the Board as a whole) shall become involved in micromanagement of District operations.

7.2. "Micro-management" shall mean becoming actively involved in matters that are not policy-related in nature or that are not specifically required of the board by law.

7.3. The primary responsibility of the Board shall be to formulate and adopt policies. The primary responsibility of the Superintendent shall be to implement and enforce such policies and to administer the day-to-day operations of the District.

7.4. No individual board member will give directions or orders to the Superintendent or any other employees of the District.

7.5. Board members shall not call (or have someone else call) the Superintendent out of conferences or meetings except for emergency situations (unless requested to do so by the Superintendent.)

8. Board Policies

8.1. The Superintendent shall assist the Board with reviewing and revising its policies on a regular basis.

8.2. When situations arise which are not covered by Board policy, the Superintendent shall have the authority to take whatever action he/she believes to be best under the circumstances.

Cross Reference: 706.01 - Purchasing Procedures

Approved:

Reviewed: 2/12/2024

Revised:

203.06 - BOARD COMMITTEES

Committees will be appointed by the president of the board. These committees are created for specific tasks of seeking information or investigation and will report back to the board for its consideration and action. Committee action is advisory only. Each committee will have a chairperson appointed by the president. In addition to appointing the three members to the Committee on American Civics at the annual board organizational meeting in January for one year, the board may wish to appoint additional committees on topics such as

~~A. American Civics/Curriculum~~

~~B. Negotiations/Finance~~

~~C. Transportation~~

~~D. Building/Grounds~~

A. Committee on American Civics and Curriculum

B. Finance

C. Negotiations

D. Transportation

E. Building and Grounds

The Committee on American Civics shall:

1. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
2. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
3. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted by the Nebraska Department of Education and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
4. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
5. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
6. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted by the Nebraska Department of Education;

7. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
 - a. naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
 - b. Attendance or participation between the beginning of eighth grade and completion of twelfth grade in a meeting of a public body which is a subdivision of the state and not a subcommittee of that body, followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to that attendance or participation; or
 - c. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by either George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, or Thanksgiving Day or on a topic related to such person or persons or event; and
8. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

Legal Reference: Neb. Statute 79-724

Cross Reference: 201.01 Board Powers and Responsibilities
 604.11 Citizenship

Approved:
Reviewed: 2/12/2024
Revised:

204.10 - AGENDA

The tentative agenda for each board meeting shall state the topics for discussion and action at the board meeting. It shall be kept continuously current and shall be readily available for public inspection at the district office during normal business hours. The agenda shall be accessible on the district's website at least twenty-four hours before the meeting.

The tentative agenda and supporting documents should, if possible, be sent to the board members three days prior to the scheduled board meeting. These documents are the private property of the board member. Persons wishing to view the tentative agenda and supporting documents may do so at the superintendent's office of the district.

The board shall take action only on the items listed on the tentative agenda accessible on the district's website at least twenty-four hours before the meeting ~~made available at the time of the public notice~~. All action items need to be on the agenda, but all agenda items do not need to be action items. Items added to the agenda may be discussed or taken under advisement by the board. If an added item is acted upon, the minutes of the board meeting shall state the reason justifying the immediate action. Only items of an emergency nature may be added to the agenda later than twenty-four hours before the scheduled meeting.

It shall be the responsibility of the board president and superintendent to develop the agenda for each board meeting.

A consent agenda may be presented by the president and used by the board for noncontroversial business. The consent agenda will consist of routine business that requires action but not necessarily discussion. These items may all be approved at the same time. A board member may ask that any item be removed from the consent agenda. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the board.

Legal Reference: Neb. Statute 84-712
 84-1408 to 1414

Cross Reference: 203 Organization of the School Board
 403.05 Public Complaints about Employees
 503 Student Rights and Responsibilities
 1003 Public Examination of District Records

Approved:
Reviewed: 3-11-2024
Revised:

204.12 - PUBLIC COMMENT IN BOARD MEETINGS

The board recognizes the importance of citizen participation in school district matters and has created rules to assure citizens are heard, and board meetings are conducted efficiently and in an organized manner. The board shall set time aside for public comment during a public comment portion of each board meeting except closed sessions and those times specified by the board. The orderly process of the board meeting shall not be interfered with or disrupted. Subjects for comment should involve areas within the board's proper responsibility. Hostile conduct and offensive or defamatory comments will not be tolerated.

The board has the discretion to limit the amount of time set aside for public comment. The board president shall specify the total amount of time available for public comment prior to opening the public comment period. If public comment is allowed prior to individual agenda items, that limit on the total comment period should also be defined. Individual comments will be limited to 3 minutes for each participant. The entire public comment period will generally be limited to 30 minutes. The board president will recognize these individuals to make their comments at the appropriate time. Only those speakers recognized by the board president shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments or another individual causing disruption may be asked to leave the board meeting.

The board requires any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the board waives the address requirement to protect the security of the individual.

The board will not receive comments about employee performance or concerns unless required by law. It is the goal of the board to resolve complaints about employees and students at the lowest organizational level. These complaints should be brought to the attention of school personnel during regular school business hours using the process detailed in policy 301.04, 301.04R1, 301.04E1, 403.05. Individuals who have a complaint about employees or students who have complaints shall follow policies 301.04, 301.04R1, 301.04E1, 403.05, and 504.01, respectively. The board will follow policy 1005.01 in handling public complaints.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting, and such information will only be added to the agenda packet at the discretion of the superintendent after consultation with the board president.

Legal Reference: Nebraska Statute 84-1408 to 1414

Cross Reference: 201.07 Board Member Liability
301.04 Communication Channels, Complaints, and Conflict

Resolution

403.05 Public Complaints about Employees

Approved:

Reviewed: 3-11-2024

Revised: 2-12-2024, 7-15-2024

301.04 - COMMUNICATION CHANNELS, COMPLAINTS, AND CONFLICT RESOLUTION

Questions and problems shall be resolved at the lowest organizational level nearest to the complaint. School employees shall be responsible for conferring with their immediate supervisor on questions and concerns. Students and other members of the school district community shall confer with a certificated employee and then with the principal on questions and concerns. Policies referenced at the end of this page shall serve as guidelines for additional resolution of conflicts.

When informal resolution of concerns is not possible, the conflict resolution process outlined in 301.04R1 and 301.04E1 will be utilized. If resolution is not possible by any of the above, individuals may bring it to the attention of the superintendent in writing within 5 school days of their discussion with the principal. If all of the steps in the conflict resolution process have been followed and there is no resolution or plan for resolution by the superintendent within 5 school days of the individual's written complaint and requested resolution submission and discussion with the superintendent, the individual may ask to have the question or problem placed on the board agenda. The action of the board will be final.

It shall first be the responsibility of the administrators to resolve questions and problems raised by the employees and the students they supervise and by other members of the school district community.

Legal Reference: Nebraska Statute 79-254 et seq.

Cross Reference: 204.12 Public Participation in Board Meetings
402.05 Employee Grievances
504.01 Student Due Process Rights
506.06 Student Publications
1005.01 Public Complaints

Approved:

Reviewed: 4-15-2024

Revised:

301.04R1 - COMMUNICATION CHANNELS, COMPLAINTS, AND CONFLICT RESOLUTION PROCESS IMPLEMENTATION

Purpose

This regulation implements Board Policy 301.04 by establishing a clear and consistent process for resolving concerns, complaints, and conflicts within Hemingford Public Schools. It also aligns with related policies on public complaints, student due process, and public comment to ensure concerns are addressed respectfully, efficiently, and at the lowest organizational level.

1. Guiding Principles

- **Lowest Level First:** Questions and complaints shall be resolved at the level nearest the complaint.
- **Respectful Conduct:** All parties must address concerns in a respectful, constructive manner. Unkind or defamatory comments are prohibited (per Policy 204.12).
- **Support for Employees and Students:** The board and administration support staff actions and discourage unnecessary criticism (per Policies 403.05 and 1005.01).
- **Due Process:** Students and staff will be afforded due process consistent with Policy 504.01 and state law.
- **Exhausting Channels Before Board Action:** Only after all steps below (and outlined in 301.04E1) have been followed may a matter be placed on the board agenda. Appeals must comply with Policies 204.12, 403.05, 504.01, and 1005.01.

2. Chain of Command Contacts

Individuals must first address concerns with the person most directly responsible. If unresolved, proceed to the next level in the chain of command.

Matters involving student schedules and course placement:

1. Classroom Teacher
2. School Counselor
3. Principal
4. Superintendent

Matters involving instruction/curriculum:

1. Classroom Teacher
2. Principal
3. Superintendent

Matters involving student activities:

1. Coach/Sponsor (wait 24 hours after the activity to contact)
2. Activities Director
3. Secondary Principal
4. Superintendent

Matters involving student discipline:

1. Classroom Teacher and Special Education Teacher (if the student has an IEP)
2. Principal
3. Special Education Director (if the student has an IEP)
4. Superintendent

Matters involving transportation:

1. Bus Driver
2. Transportation Director
3. Activities Director (if related to activities)
4. Principal
5. Superintendent

Matters involving school nutrition:

1. Head Cook
2. Elementary Principal
3. Superintendent

Matters involving student physical health:

1. School Nurse
2. Building Principal
3. Superintendent

Matters involving student mental health:

1. School Counselor
2. Building Principal
3. Mental Health Professional (LMHP or School Psychologist)
4. Superintendent

Matters involving facilities:

1. Building Custodian
2. Facilities Director
3. Building Principal
4. Superintendent

Matters involving technology:

1. Classroom Teacher
2. Technology Coordinator
3. Building Principal
4. Superintendent

Matters involving attendance:

1. Classroom Teacher
2. Building Principal
3. Superintendent

Matters regarding students in the SAT Process or 504 Plans:

1. Classroom Teacher
2. School Counselor
3. School Nurse (if 504 plan is health-related)
4. Principal
5. Special Education Director
6. Superintendent

Matters regarding students with disabilities involving general education:

1. Classroom Teacher and Special Education Teacher
2. Principal
3. Special Education Director
4. Superintendent

Matters regarding students with disabilities involving special education:

1. Classroom Teacher and Special Education Teacher
2. Principal
3. Special Education Director
4. Superintendent

Matters involving school safety/security:

1. Safety Committee Chair
2. Principal
3. Superintendent

3. Conflict Resolution Steps

When concerns arise, all parties should use the following steps:

1. **Identify the Source:** Go directly to the source to seek resolution.
2. **Look Beyond the Incident:** Understand the broader context and underlying issues.
3. **Request Solutions in Writing (If Requested):** For unsettled matters at the supervisor or principal level, the complainant may be asked to put the complaint and the requested solution in writing (per Policy 403.05).
4. **Identify Mutually Supported Solutions:** Seek common ground and mutually agreeable outcomes.
5. **Agreement:** Reach a final agreement that resolves the conflict.

Additional guidelines:

- Arrange meetings in a private, distraction-free setting.
- Use a mediator or facilitator for complex conflicts if necessary.
- Encourage all parties to participate in good faith and with a collaborative mindset.

4. Timelines for Escalation

Student Complaints: If not resolved by the certificated employee, the student may discuss the matter with the principal within 5 school days; if unresolved, the student may bring it to the superintendent in writing within 5 school days; if still unresolved, the student may request board consideration per Policy 504.01.

Other Complaints: If resolution is not possible at the principal level, individuals may bring it to the superintendent in writing within 5 school days of their discussion with the principal. If there is no resolution or plan for resolution by the superintendent within 5 school days, the individual may request to have the matter placed on the board agenda.

Board Consideration: The board will only directly consider appeals involving policies, procedures, and programs (per Policies 1005.01 and 403.05). Issues involving employee performance or the disciplining of specific students will be referred to legal counsel to determine if policies were followed.

5. Public Comment and Board Meetings

Public comment at board meetings will be conducted per Policy 204.12. The board will not receive public comments about individual employee performance or concerns. Those must be addressed through the complaint procedures in Policies 403.05 and 1005.01.

Written materials for the board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting; inclusion in the agenda packet is at the discretion of the superintendent after consultation with the board president.

6. Administrator Responsibilities

It is the responsibility of administrators to resolve questions and problems raised by the employees and the students they supervise and by other members of the school district community at their respective levels before matters escalate to the superintendent or Board.

7. Communication Culture

All members of the school community are expected to model respectful, solution-focused communication that supports a collaborative and trusting culture within Hemingford Public Schools.

Policy References: 301.04 (Communication Channels and Conflict Resolution); 403.05 (Public Complaints about Employees); 504.01 (Student Due Process Rights); 1005.01 (Public Complaints); 204.12 (Public Comment in Board Meetings)

301.04E1 - COMMUNICATION CHANNELS, COMPLAINTS, AND CONFLICT RESOLUTION PROCESS AND DOCUMENTATION FORM

(Use this form to document and communicate each step of the process outlined in Administrative Regulation 301.04R1)

The District has established this form as a means to address certain complaints that arise within school operations. Complaints related to discrimination, harassment, or the selection of educational materials should be submitted on forms specifically designed for these purposes.

It is the goal of the board to resolve complaints at the lowest organizational level. A person with a school-related complaint is encouraged first to discuss the issue with the appropriate teacher, counselor, or principal, with the objective of resolving the matter promptly and informally.

This complaint form may be used when an issue cannot be resolved informally or the particular concern does not fit within other specifically established areas as mentioned above.

The District endeavors to respond to and resolve complaints promptly and equitably. The right of a person to a prompt and equitable resolution of a complaint will not be impaired by the person's pursuit of other remedies. Use of this form is not a prerequisite to the pursuit of other remedies and does not extend the filing deadline related to the pursuit of other remedies.

Part A – Complainant Information

Name: _____

Role (check one): Student Parent/Guardian Employee Community Member

Address: _____

Telephone: _____ Email: _____

Date Filed: ____/____/____

Part B – Nature of Concern (check all that apply)

Service of (name/position): _____

Program or Policy: _____

Incident (describe below): _____

Date of Incident (if applicable): ____/____/____

Location of Incident (if applicable): _____

Complete Description of Concern:

Please provide a complete description of the incident, situation, or concern.

Requested Remedy/Resolution:

Please state what you think should be done to resolve the grievance (remedy or resolution requested):

Part C – Additional Information

District Personnel Involved: _____

Privacy and Confidentiality (select one):

Expectation of privacy and confidentiality (one of the following must be selected). In some cases this document may be considered a public document available for public review. Your expectation of privacy is important in this regard and may need to be discussed with administrators.

- I request that this complaint be treated as confidential; I do not waive any right of privacy.
- I waive any right of privacy and understand the District may release this complaint as a public document.

Signature: _____ Date: ____/____/____

Part D – Step-by-Step Documentation

(Initial or check each step as completed; attach additional sheets if necessary.)

Informal Resolution:

- I directly discussed my concern and requested resolution/remedy with:
_____ (Name/Title) on ____/____/____

Outcome / Notes: _____

Formal Conflict Resolution Process:

Step 1 – Initial Contact (Lowest Level)

- I directly discussed my concern and requested resolution/remedy with:
_____ (Name/Title) on ____/____/_____

Outcome / Notes: _____

Step 2 – Next Level (Direct Supervisor)

- I raised my concern and requested resolution/remedy with: _____
(Name/Title) on ____/____/_____
 I provided my concern in writing, if requested.

Outcome / Notes: _____

Step 3 – Building Principal

- I brought my concern and requested resolution/remedy to the Building Principal on
____/____/_____ in writing.
 I provided the Building Principal with all written documents from prior steps.

Outcome / Notes: _____

Step 4 – Superintendent

- I brought my concern and requested resolution/remedy to the Superintendent in writing on
____/____/_____
 I provided the Superintendent with all written documents from prior steps.

Outcome / Notes: _____

Step 5 – Board of Education

- I requested my concern and requested resolution/remedy be placed on the Board agenda on
____/____/_____
 I submitted a written appeal stating the process followed (include this form and any necessary attachments).

Date of Board Hearing: ____/____/_____

Outcome / Board Decision: _____

Policy References: 301.04 (Communication Channels and Conflict Resolution); 403.05 (Public Complaints about Employees); 504.01 (Student Due Process Rights); 1005.01 (Public Complaints); 204.12 (Public Comment in Board Meetings)

403.05 - PUBLIC COMPLAINTS ABOUT EMPLOYEES

The board recognizes situations may arise in the operation of the school district which are of concern to parents and other members of the school district community. While constructive criticism is welcomed, the board desires to support its employees and their actions to free them from unnecessary, spiteful, or negative criticism and complaints that do not offer advice for improvement or change.

While speakers may, during public meetings, offer objective criticism of school operations and programs, the board will not hear personal complaints concerning district personnel nor against any person connected with the school system unless that complaint is an agenda item having followed the process described below. To do so could expose the board to a charge of being party to slander and would prejudice any necessity to act as the final review of administrative recommendations regarding the matter. The board president will direct the patron to the appropriate means for board consideration and disposition of legitimate complaints involving individuals.

The board firmly believes concerns should be resolved at the lowest organizational level by those individuals closest to the concern. Whenever a complaint or concern is brought to the attention of the board, it will be referred to the administration to be resolved. When informal resolution of concerns is not possible, the conflict resolution process outlined in 301.04, 301.04R1 and 301.04E1 will be utilized. Prior to any board consideration, however, at a minimum, the following should be completed:

1. Matters concerning an individual student, teacher, or other employee should first be addressed to the teacher or employee.
2. Unsettled matters from (1) above or problems and questions about individual attendance centers should be addressed to the employee's direct supervisor. ~~building principal for certificated employees and the superintendent for support staff.~~ At this level, if requested by the administrator, the complainant shall put the complaint and the requested solution in writing.
3. Unsettled matters regarding certificated employees from (2) above or problems and questions concerning the school district should be directed to the building principal.
4. Unsettled matters regarding certificated employees from (3 ~~2~~) above or problems and questions concerning the school district should be directed in writing, along with a requested solution, to the superintendent.
5. If a matter cannot be settled satisfactorily by the superintendent, it may then be brought to the board in writing. The board will follow policy 1005.01 in handling public complaints.

Cross Reference: 204.10 Agenda
204.12 Public Participation at Board Meetings
301.04 Communication Channels, Complaints, and Conflict Resolution
1005.01 Public Complaints

Approved:

Reviewed: 5-13-2024

Revised:

411.53R1 - SELECTION AND ASSIGNMENT OF EXTRA-CURRICULAR SPONSORS

1. Purpose

To ensure every student activity and athletic program is led by the most qualified sponsor or coach while honoring staff involvement, maintaining classroom continuity, and complying with negotiated agreements.

2. General Selection Process

Step	Action	Key Participants / Considerations
1. Identify the Vacancy	A position becomes open because of retirement, personnel resignation, family circumstances, changes in teaching assignments, or non-renewal of a prior at-will appointment.	Activities Director (AD), Building Principal(s), Superintendent
2. Administrative Review	District-level discussion to confirm any changes in program needs, supervision ratios, or budget that could affect the continued need for the position and/or the position's scope.	Activities Director (AD), Building Principal(s), Superintendent
3. Head-Coach / AD Consultation (<i>assistant roles only</i>)	The head coach and AD confer on: best fit for team culture, availability, and any staff member who has previously expressed interest.	Head Coach, AD
4. Administrative Consultation (<i>head coach / lead sponsor roles</i>)	District leaders consider overall program alignment, prior interest, and staffing availability to determine whether an internal appointment is feasible.	Activities Director (AD), Building Principal(s), Superintendent
5. Internal and External Posting	If no candidate is selected in Steps 1-4, the vacancy is posted both internally to all employees via e-mail and externally using the process for other employment vacancies, with a disclaimer that internal applicants may receive preference when comparable candidates have applied.	AD
6. Candidate Outreach	AD contacts the most qualified and interested candidates to review: - role expectations - time	AD, Applicant

	commitments - compensation, as per the negotiated agreement.	
7. Final Selection	Using all available information, district leadership selects the candidate that best serves students, the program, and the district. The AD forwards the recommendation to the Superintendent for approval.	Activities Director (AD), Building Principal(s), Superintendent

3. Posting & Recruitment Sequence

- Internal Priority. Steps 1-4 emphasize internal recruitment. A position moves to posting for internal and external advertisement only if no qualified internal candidate is selected.
- External Advertisement. Public postings will adhere to any applicable board policy and equal employment regulations. Internal priority may occur when comparable internal and external candidates have applied.

4. Application Requirements

All external applicants must submit their applications before the stated deadline. Positions are “at-will” and contingent upon program needs and satisfactory performance.

5. Staff-Priority Exceptions

Staff members may receive preference except when:

1. Beginning teachers (those in early stages of the profession) need to focus on establishing effective classroom practice (in cases of Head Coaching Varsity assignments)
2. Employees in hard-to-cover roles (e.g., administrative team, special education, elementary classrooms) whose absence would significantly disrupt instruction.

6. Administrative Discretion

Nothing herein limits the Superintendent or designee’s authority to assign, terminate, or reassign extra duties when necessary to meet student needs, ensure operational efficiency, or otherwise meet the needs of the school district.

Approved:

Reviewed:
Revised:

504.01 - STUDENT DUE PROCESS RIGHTS

Student complaints and grievances regarding board policy or administrative regulations and other matters should be addressed to the student's specific teacher, activity sponsor or other certified employee, other than the administration, for resolution of the complaint. It is the goal of the board to resolve student complaints at the lowest organizational level.

All students will be afforded due process as guaranteed by constitutional provisions. The process will be in accordance with state laws as well as with the provisions outlined in the Board's policies and procedures on student suspension and student expulsion. Rules for student conduct and appeal procedures will also be published in the student handbook.

When informal resolution of concerns is not possible, the conflict resolution process outlined in 301.04, 301.04R1 and 301.04E1 will be utilized. If the complaint cannot be resolved by a certified employee, the student may discuss the matter with the principal within 5 school days of the employee's decision. If the matter cannot be resolved by the principal, the student may bring it to the superintendent in writing within 5 school days after speaking with the principal.

If the matter is not satisfactorily resolved by the superintendent, the student may ask to have the matter placed on the board agenda of a regularly scheduled board meeting in compliance with board policy. The board, consistent with its board policy-making role, will review the action taken to resolve complaints concerning specific schools, programs or procedures only after the channels outlined in the conflict resolution process have been exhausted. However, the board will only directly consider appeals dealing with policies, procedures and programs. Any appeals involving issues with employees or disciplining of specific students will be passed on to the board's legal counsel to determine whether district policies and procedures were followed by the administrator in attempting to resolve the conflict.

Legal Reference: Neb. Statute 79-254 et seq.

Cross Reference: 204.10 Board Meeting Agenda
 204.12 Public Participation in Board Meetings
 301.04 Communication Channels
 506.06 Student Publications
 1005.01 Public Complaints

Approved:

Reviewed: 10/10/2022, 9-16-2024

Revised:

704.06 - INTERNAL CONTROLS

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

1. Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and align these internal controls consistent with the "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
2. Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
3. Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;
4. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
5. Take reasonable cybersecurity and other measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as "sensitive" or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

1. Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
2. Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;

3. Implement a control system to ensure safeguards for preventing property loss, damage, or theft;
4. Implement adequate maintenance procedures for the equipment; and
5. Implement sales and disposition procedures for the equipment to ensure the highest possible return.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of in accordance with the Board's Sale and Disposal of Property Policy.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value in excess of \$10,000 (per unit), may only be sold or otherwise disposed of in accordance with the provisions of 2 C.F.R. § 200.313(e)(2)-(3).

Legal Reference: 2 C.F.R. §§ 200.313 & 200.303.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for simplified acquisition thresholds (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids (over \$250,000);
- 4) A procedure for competitive proposals (with an explanation for why sealed bids were not accepted if over \$250,000); and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Contract Terms: All contracts funded (in whole or in part) by federal funds and/or federal awards must contain the following terms or, via this Policy, the following terms are required and incorporated into any such contracts:

1. An assurance that minority business enterprises and labor surplus area firms are used, when possible;
2. An Anti-Lobbying clause for all contracts, including an Anti-Lobbying Certification, for contracts exceeding \$100,000;
3. A Suspension and Debarment clause;
4. A provision for termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement;
5. A clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and a provision for sanctions and penalties;

6. For contracts in excess of \$150,000, a clause addressing the Clean Air Act and the Federal Water Pollution Control Act;
7. A provision maintaining contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;
8. A provision addressing the District's conflict of interest policies; and
9. A requirement that the contractor maintains records related to the contracted work.

Legal Reference: 2 CFR § 200.319(d); 2 CFR § 200.321; 2 CFR § 200, Appendix II(I); 2 CFR § 200, Appendix II(H); 2 CFR § 200, Appendix II(B); 2 CFR § 200, Appendix II(A); 2 CFR § 200, Appendix II(G); 2 CFR § 200.318(b); 2 CFR § 200.318(c)(1); 2 CFR § 200.318(i); 2 CFR § 200.324(a); 2 CFR § 200.324(b).

Federal Interest Reporting: The District will follow the required federal interest reporting and recording requirements, if applicable, for any real property or improvement interest financed, in whole or in part, with federal funds.

Legal Reference: 2 CFR §§ 200.310-200.313.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient, or as otherwise specified by the federal award or federal law.

For all other records, the District will retain such records for the length of time as required by law.

Legal Reference: 2 C.F.R. § 200.333, 2 C.F.R. § 200.34 & 34 C.F.R. § 81.31.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will either: (1) verify that a vendor has not been debarred, suspended or otherwise excluded via SAM.gov, (2) collect a verification from that vendor; or (3) add a clause to the contract with the vendor. The District will maintain a copy of said verification or documentation.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the

District to prepare reports required by general and program-specific terms and conditions and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Maintaining records and documentation that sufficiently identify the amount, source, and expenditure of funds for federally funded activities;
- 4) Ensuring effective controls over accountability and safeguards for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

1. Are verifiable from the District's records;
2. Are not included as contributions for any other federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under the applicable Cost Principles requirements;
5. Are not paid by the Federal Government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs;
6. Are provided for in the approved budget when required by the federal awarding agency; and
7. Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

1. Is reasonable for the services rendered; and
2. Conforms to the established written expectations of the District, as applied consistently to both federal and non-federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

1. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
2. Be incorporated into the official records of the District;
3. Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
4. Encompass both federally assisted, and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
5. Comply with the established accounting policies and practices of the District; and
6. Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) federal award; a federal award and non-federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Any leave and/or fringe benefits charged to a federal award must satisfy all criteria set forth in 2 C.F.R. § 200.431(b) and/or (c).

Budget estimates will generally not be used to support charges to federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Federal Funds for Construction Projects: If the District is granted the authority to use federal funds for a construction project, the District will follow the Davis-Bacon and Related Acts, including the payment of "prevailing wages" to those who work on the job site, as well as the contractor bonding requirements.

Legal Reference: 40 U.S.C. § 3141, et seq; 2 C.F.R. § 200.326.

Capitalization and Depreciation: The District will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, District staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

1. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
2. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$10,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
3. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.
4. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.
5. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the federal awarding agency.
6. If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.
7. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Conflict of Interest: No District employee, agent, or Board Member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by or with federal funds. A "conflict of interest" includes, but is not limited to, a financial or other interest in or a tangible personal benefit from federal funds that would directly or indirectly benefit either (1) the employee, agent, or board member; (2) any member of their immediate family; or their spouse or partner, or (3) an organization that employs or is about to employ those individuals. District employees, agents, and Board Members may only accept

gratuities, favors, or anything of monetary value from federally funded contractors in accordance with the District's Conflict of Interest Policy. Any District employee, agent, or Board Member who knowingly violates these terms may be subject to discipline, up to and including termination of employment and/or referral for possible criminal prosecution.

Legal Reference: 2 C.F.R. §§ 200.112 & 200.318.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. § 200, et seq.

Travel Costs: Travel costs (including transportation, lodging, subsistence, and related items) incurred by an employee who travels on official business for a federal award may only be charged to the federal award on an actual cost basis, a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The District will ensure that the method used will be consistent with the method normally allowed in similar circumstances in the District's other travel and Board Policies. Any travel costs charged directly to a federal award must be documented to justify that (1) the individual's participation is necessary for the federal award and (2) the costs are reasonable and consistent with the District's travel costs and expectations. All travel costs must be reasonable and not in excess of what the District typically allows for other travel. All reasonable rates and amounts will be consistent with the rates and amounts established under 5 U.S.C. 5701-11.

Legal Reference: 2 C.F.R. § 200.475

Approved:

Reviewed:

Revised:

1005.01- PUBLIC COMPLAINTS

The board recognizes that concerns regarding the operation of the school district will arise. The board further believes constructive criticism can assist in improving the quality of the education program and in meeting individual student needs more effectively. The board also places trust in its employees and desires to support their actions in a manner that frees them from unnecessary or unwarranted criticism and complaints.

Procedures for dealing with complaints concerning programs or practices should be governed by the following principles:

- where action/investigation is desired by the complainant, or where it seems appropriate, the matter should be handled as near the source as possible;
- complaints should both be investigated and, if possible, resolved expeditiously;
- complaints should be dealt with courteously and in a constructive manner; and,
- individuals directly affected by the complaint should have an opportunity to respond.

When informal resolution of concerns is not possible, the conflict resolution process outlined in 301.04, 301.04R1 and 301.04E1 will be utilized. The board, consistent with its board policy-making role, will review the action taken to resolve complaints concerning specific schools, programs or procedures only after the ~~usual~~ channels outlined in the conflict resolution process have been exhausted. Complaints regarding employees or complaints by students will follow the more specific policies 301.04, 403.05 and 504.01, respectively.

When a complaint requiring attention is received by the board or a board member it will be referred to the superintendent. After all of the channels have been exhausted, the complainant may appeal to the board by requesting a place on the board agenda. If the complainant appeals to the board, the appeal shall be in writing, signed and explain the process followed by the complainant prior to the appeal to the board.

However, the board will only directly consider appeals dealing with policies, procedures and programs. Any appeals involving employee issues will be passed on to the board's legal counsel to determine whether district policies and procedures were followed by the administrator in attempting to resolve the conflict.

Cross Reference: 204.12 Public Participation at Board Meetings
 301.04 Communication Channels, Complaints, and Conflict Resolution
 403.05 Public Complaints about Employees
 504.01 Student Due Process Rights
 606.03 Objection to Instructional Materials

Approved:

Reviewed: 12-11-2023, 8-11-2025

Revised:

801.04R1 - USE OF SAFETY RESTRAINTS (SEATBELTS)

I. PURPOSE

The purpose of this regulation is to ensure the safety of all students, staff, and passengers transported in Hemingford Public Schools vehicles by establishing enforceable, consistent seatbelt use procedures. This regulation is intended to align with the National Transportation Safety Board's (NTSB) recommendations on seat belt use and compliance monitoring.

II. SCOPE

This regulation applies to all district vehicles equipped with passenger seat belts, including activity buses, school vans, and other district-owned vehicles used to transport students, staff, or other passengers for school-sponsored activities, field trips, or events.

III. SEAT BELT USE REQUIREMENT

1. Mandatory Use:

- All passengers and drivers are required to wear seat belts whenever the vehicle is in motion.
- Lap/shoulder belts or five-point harnesses must be properly fastened and adjusted as designed.
- The seat belt must remain fastened until the vehicle comes to a complete stop and the driver indicates it is safe to exit.

2. Non-Compliance:

- Passengers who refuse to wear seat belts will not be permitted to travel in the vehicle.
- Students declining to comply may remain at school under alternative supervision arranged by the administration.
- Students declining to comply mid-trip may be suspended from subsequent travel.

IV. DRIVER RESPONSIBILITIES

1. Pre-Departure Announcement:

- Before each trip, the driver shall announce the following (or similar) instruction:

“This vehicle is equipped with seat belts. Please buckle your seat belt now and keep it fastened at all times while the vehicle is moving.”

2. Inspection and Verification:

- The driver, together with the coach, sponsor, or supervising staff member, will visually confirm that all passengers are properly belted before departure.
- The driver may delay departure until full compliance is verified.

3. Ongoing Supervision:

- During the trip, the driver and staff will monitor compliance as feasible.
- Upon arrival, the driver will ensure the vehicle is fully stopped and parked before passengers unbuckle.

V. STAFF RESPONSIBILITIES (COACHES, SPONSORS, TEACHERS)

1. Pre-Trip Cooperation:
 - Collaborate with the driver to complete a brief pre-departure inspection verifying seat belt use and securement of equipment.
 - Assist in instructing students on proper seat belt adjustment.
2. Behavioral Enforcement:
 - Reinforce compliance throughout the trip.
 - Report any repeated or intentional refusal to follow seat belt instructions to the Activities Director or building principal upon return.

VI. MONITORING AND COMPLIANCE REVIEW

1. Video Review:
 - When vehicles are equipped with onboard video cameras, administrators or transportation supervisors may periodically review footage to verify compliance and identify training needs.
2. Incident Documentation:
 - Drivers shall report any safety or disciplinary incidents related to seat belt noncompliance to the Transportation Director.

VII. DISCIPLINARY ACTIONS

1. Student Consequences:
 - Failure to comply with seat belt requirements may result in:
 - Immediate removal from the trip;
 - Temporary or permanent suspension of riding privileges; and/or
 - Additional school discipline consistent with Board Policy 504.04 (“Student Conduct on Buses”).
2. Staff Consequences:
 - Employees who fail to enforce seat belt rules or neglect pre-departure procedures may be subject to corrective action in accordance with the appropriate staff handbook.

VIII. AUTHORITY

The Superintendent or designee shall ensure full implementation of this regulation and may issue additional operational procedures to support compliance, safety, and accountability.

Approved:

Reviewed:

Revised:

STUDENT BOARD REPRESENTATIVE - MONTHLY REPORT TEMPLATE



Student Board Representative
Board of Education Report
Date 11/10/2025

Submitted by: Dakota Horstman

1. Student Activities
 - a. Football ended their season with a 9-2 record.
 - b. Cross Country had both boys and girls teams make it to state. They all competed very well.
 - c. Varsity Volleyball ended their season with a 16-15 record.
 - d. All of the fall sports had a great season.

2. Other Pertinent Student Information/Feedback from Students
 - a. More peer to peer opportunities.
 - b. One Act, Unified Bowling, and Quiz Bowl are starting.
 - c. Winter sports are beginning conditioning.
 - d. Means a lot to the athletes for people coming and supporting them. I think that's why our fan section is so big. The atmosphere is very fun and positive.

3. Progress on Student Board Member Initiative
 - a. Hope Squad is going to be part of this study to make sure that our students have the proper peer to peer support.
 - b. Supporting anyone who is struggling.
 - c. Helping the teachers when they are short staffed.
 - d. Every Monday, I go in and help with 5th grade math in Mrs. Anderson's.

Hemingford Public Schools

Administrative Reports to Board of Education

November 10, 2025

Mr. Arneson HES Enrollment

Preschool	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade	Total
21	20	26	21	19	23(-1)	41	31	202(-1)

- CIP visit
 - Our CIP visit came and went. Overall, it was very positive with some great ideas to keep moving forward.
- Bobcat Branch
 - Bobcat Branch has been running well. From Nebraska bank, “Last week Mobius was the Community Partner. Keeping with Traditions, Mobius Communications was our very first Bobcat Branch Community Sponsor after opening in 2024. They are very supportive of this program and always go above and beyond. This year they contributed \$2 per depositor and included a Hemingford Bobcats Locker flag for them as well.”



- Matt Stetson came to visit
 - Last week, Matt Stetson from Crawford came to shadow me for a day. We had great conversations and shared ideas.
- Tomorrow is our Veterans Day program at 10:00 in the big gym.
- WNCC came and did a multi-disciplinary presentation for our student body last week. There was drama, singing, dance, and a band. It was a lot of fun.

Mr. Redden
HHS Enrollment

7th Grade	8th Grade	9th Grade	10th Grade	11th Grade	12th Grade	Total
33	36	26	28	26	31	180

- CIP Visit- Went very well and got good feedback that we are going in the right direction as a school.
- We would again like to thank everyone that was a part of the CIP/MTSS committee for their hard work to prepare for the visit and for their time during the visit to meet with the external team.
- Attendance percentages for PT Conferences: 7th - 55%, 8th - 47%, 9th - 31%, 10th- 39%, 11th - 31%, 12th - 52%
- Football had a great season this year and hopefully this will continue to lay the foundation for the future.
- I attended the quarterly Region V Principal meeting in Alliance last Wednesday.
- Progress reports for the 2nd quarter will go out this week.
- I will continue to work through getting evaluations done for all probationary teachers with a goal of having them completed before December.

Mrs. Plog
Special Education Numbers - From SRS (Student Records System) Current as of 11/10/25
(This includes students in the process of being evaluated)

Birth-3
1

Preschool	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade	(B-6th) Total
4	5	4	2	7 (-1)	5	7	5 (+1)	40

7th Grade	8th Grade	9th Grade	10th Grade	11th Grade	12th Grade	12+ (To age 21)	(7-12+) Total
6 (-1)	7	3	5	7	3	0	31 (-1)

Total Enrollment in PowerSchool as of 11/10/25 - 386 - High School 181, Elementary 205 (-1)

Total Special Education Students - 71 (-1)

Special Education Percentage - 18.3%

State Average- 17% (NDE State Education Profile as of 2023-2024, the most recent data year available)

- We had a very successful Continuous School Improvement review. The external team had many good things to say about our school district and a few things they recommended that we continue to work on. I am guessing we will have their formal report sometime this week or next.
- I have completed the observations of all non-tenured special education staff members for this semester. We have received at least one application for our open preschool position. I anticipate we will receive more. I will miss Shari's experience and expertise in following all the many rules and regulations of our Rule 11 School Preschool program, and I am hopeful that we will be able to fill that position with someone caring, nurturing, and knowledgeable about the Nebraska Early Childhood requirements.
- Kristy and I completed SpedFrs (the special education final financial report) on October 27, 2025. It was due on October 31. I think this was the easiest time we have had yet working on it together.
- This week is the annual Tri-State Special Education Law conference in Omaha. It is by far the best conference I attend during the year. Next month, I will attach a document listing the sessions from the conference. I will receive the electronic handouts from all sessions. If you see a session that interests you, I can email you the handouts that were available for that session. Thanks for allowing me to attend this conference every year. It is very beneficial and one that I look forward to attending.
- Let me know if you have any questions. Thanks so much!!

Superintendent's Report

November 10, 2025

Mission/Vision/Goals

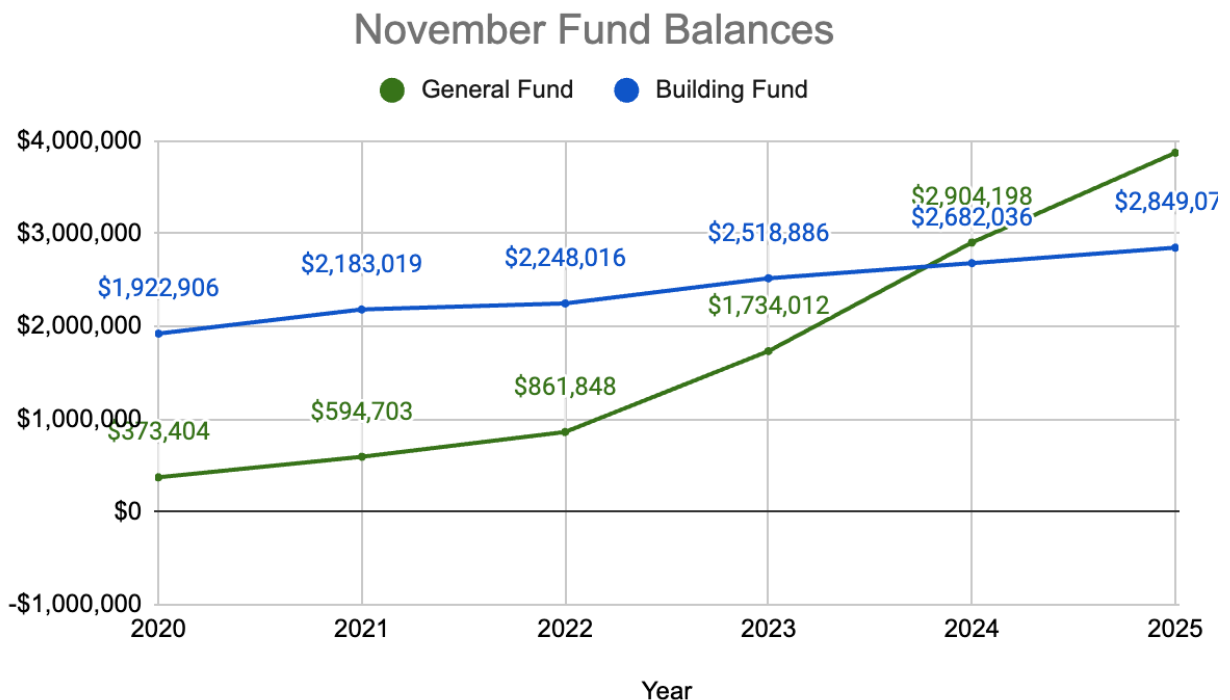
- I would like to commend the MTSS/CIP Team and all of our students and staff on a successful Rule 10 Accreditation Visit. I have attached the presentation we received from the external team at the completion of the visit. I anticipate a full report from the team in the coming weeks. This feedback will inform our goal development as we begin the next 5-year accreditation period.

Policy

- The [policy manual](#) has been updated as of October 14, 2025, and the changes from the October 13, 2025, board meeting have been incorporated.

Budget Planning and Management

- I would like to commend Kristy Hanks for her work with Casey Peterson, LTD staff on the completion of the Annual Financial Report (AFR) and the Audit.
- I have attached a letter I received from JAG Nebraska. Due to changes in the Federal funding landscape, JAG will need to make adjustments to sustain its programming. We originally anticipated a program cost of \$10,000 next year, but it will increase to \$12,500, with annual increases through 2032.
- Financial Data is current on the [Strategic Dashboard Indicators Page](#). Here is the monthly fund balance trend report for the General Fund and Building Fund:



Educational Leadership

- We have completed the annual Rule 10 Assurance Statement. A copy of the report is attached.

Organizational and Cultural Leadership

- I would like to commend our fall activities participants on a successful season. I look forward to seeing our students' accomplishments as we transition into the winter season.
- We are continuing to make some adjustments to our planning and delivery of custodial services. This will be an ongoing process over the next few weeks.

Professional Leadership

- I would like to commend the following members of the MTSS/CIP Team for all of their excellent work: Pete Gomez, Gina Jespersen, Eric Arneson, Sam Gilkerson, Lauren Morava, Bridget Raben, Danielle Roland, Mandy Plog, Jackie Davies, Bridget Johnston, and Josh Redden

Community Relations

- Community conversations about housing will continue. Jessica Davies has scheduled another meeting to focus on housing for early December.
- I appreciated the flexibility of the Village of Hemingford and the Ag Society working with us to move the Trunk or Treat activities to the fairgrounds to allow students and parents to participate in both the Trunk or Treat and attend the football playoff game vs. Stanton that afternoon.
- The Hemingford Scholarship Foundation Board of Control has been engaged in some long-term planning. I anticipate some additional meetings over the next couple of years as that work continues.

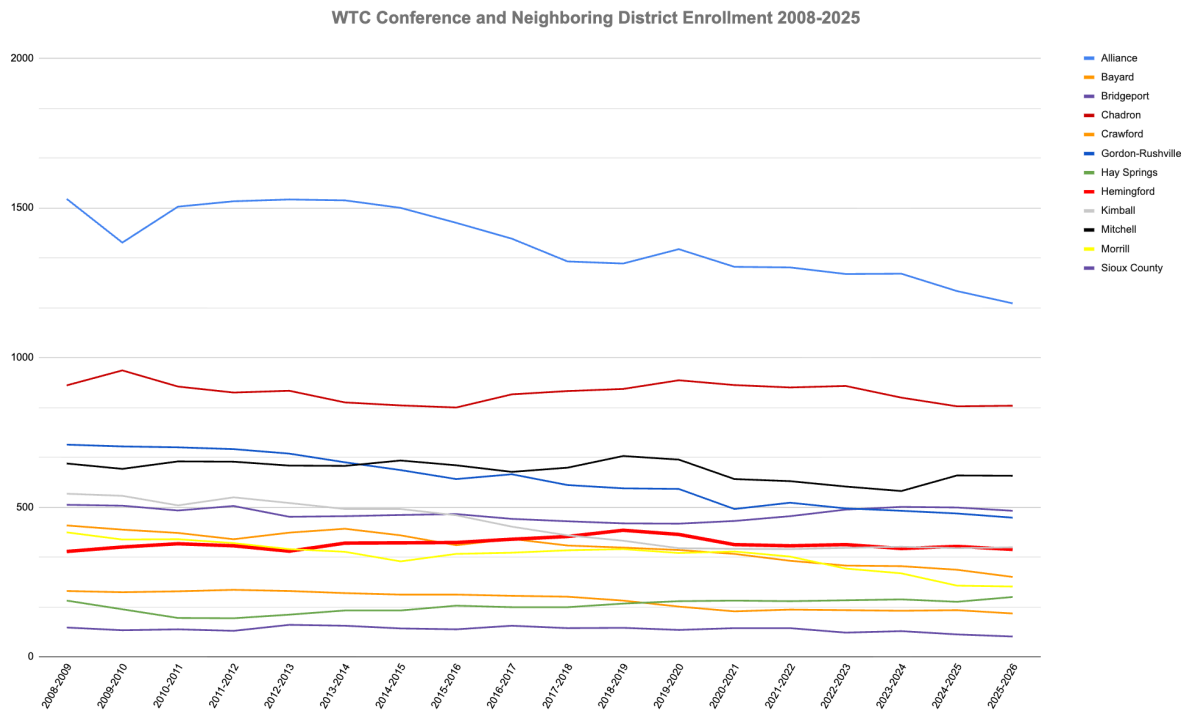
Board-Superintendent Relations

- Justin Ansley, Blanche Randolph, and Trish Schumacher are registered for the State Education Conference, with Blanche registered as the delegate for the representative assembly.
- Collective bargaining with the Hemingford Education Association is ongoing.
- Thank you for taking the time to complete the superintendent evaluation. Your feedback and direction are appreciated.
-

Strategic Plan (Highlights)

- Reporting order on these Principles is based on the Prioritization Summary:
 - **Guiding Principle III: Student and Staff Well-Being**
 - Here is the next item in our series of presentations to our students:
 - We are working to schedule Mr. Dean Jacobs to present to elementary students on the topic of dreaming big and making the world a better place in February.
 - **Guiding Principle I: Student-Centered Learning**
 - College and Career Readiness: We are experiencing an increase in dual credit and college credit enrollment (largely driven by WNCC's free tuition this year).

- 12 - Online College Course (Intro to psych, speaking, etc.) [36]
 - 10 - College Algebra [30]
 - 7 - Dual-credit physics [21]
 - 19 - Dual-credit English Comp [57]
 - 6 - Dual Credit Biology [18]
- **Guiding Principle IV: Communication and Engagement**
 - Remind Conversations and Messages this past month: 38,688.
 - I am in the process of revising a survey on the school district's calendar regarding perceptions of the Friday 2:00 early-out schedule. I anticipate sending that out to parents, students, and staff in the near future.
 - **Guiding Principal II: Personnel Effectiveness**
 - We are planning to continue providing annual staff recognition items from Hemingford Credit Union in December, consistent with historical district practice and policy 402.09.
 - **Guiding Principal V: District Resources**
 - Concrete work at the fairgrounds was completed on Friday. There is a bit more work to be done on the long jump and triple jump pits. I anticipate the facilities will be much more productive (and safer) for scholar-athletes this spring.
 - ESU#13 sent out an enrollment update for area schools (attached). They have been issuing this information to panhandle schools since 2008.
 - Here is a chart showing the data for WTC Conference schools and neighboring school districts.



- Analysis: Hemingford is among the most stable districts in the Nebraska Panhandle:
 - One of only three of twenty-one districts with growth since 2008–2009 (alongside Hay Springs and Scottsbluff).

- +2% increase contrasts with the regional average decline of about -20% across the comparison group.
- Over the full data period, Hemingford's enrollment trend has been flat to slightly positive, avoiding losses typical in other systems.

Planned Professional Travel

- State Education Conference - Omaha - November
- I plan to attend student activities as my schedule allows.

Board Reminders (from the Contract with the Superintendent)

- **Evaluation.** The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the regular November meeting. The Superintendent shall: remind the Board members in writing of this provision no later than its regular October meeting; make the Superintendent evaluation an agenda item for the regular November Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.
- **Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before the seventh day after the regular December 2024 board meeting (and each December thereafter) of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of one year from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than its regular November meeting of each year of this contract and shall make the renewal of the Superintendent's employment contract an agenda item for the regular December board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

Leave Log

- I have used 6 ½ days of PTO leave. (July 9, 10, 11, 17, 18, 21, and 28 ½) The current balance is 34 days.



Hemingford Public Schools
October 28-29, 2025



EXTERNAL TEAM MEMBERS:

- Jadie Beam / Team Lead
- Lisa Quintanar
- Katie Armstrong
- Chris Arent
- Mandy Hadenfeldt
- Erin Reynolds



Purpose:

The primary purpose of the visitation team is to validate efforts taken by the school to ensure student growth and to suggest actions to meet specific needs. Professional experiences, viewpoints, and analysis of data in the spirit of collaboration provide valuable insight to meet the expectations of Continuous Improvement.

92 NAC Chapter 10, 009.01B

*The school improvement process includes a visitation by a team of external representatives **to review progress and provide written recommendations**. A copy of the school system's improvement plan and the written recommendations of the external representatives are provided to the Department. The external team visits are conducted at least once each five years.*



Visitation Data

Evidence of Processes

Action Plan
School Profile
Assessment Data
Opening
Presentation
Perceptual Data

Focus Group Interviews:

Community Stakeholders- 4
Students- 12
Teachers- 13
Admin- 4
Classified- 6

Classroom Visits:

Elementary- 15
Secondary- 19



Progress on Goals



Mission Statement

Empowering individuals to become Resourceful, Respectful, and Responsible Lifelong Learners.

Evidence from the Action Plan:

- Character Strong training of counseling staff
- Training in evidence-based instructional strategies

Quote:

- School Board President - “We get compliments on students everywhere they go. They will be great adults, and that’s the whole point.”



Goal #1 (Academic Goal)

All students will demonstrate growth in math on state and/or national assessments by the end of the 2025-2026 school year.

STRATEGIES from the Action Plan:

- Adopted HQIM elementary math
- Added NE Math Readiness Project to course offerings
- Administering NWEA MAP three times a year
- Secondary utilizes assessments to monitor and inform instruction

OBSERVATIONS:

- NWEA MAP data spreadsheets
- Utilization of HQIM in elementary



Goal #2 (Instructional Goal)

Students and teachers will be engaged in evidence-based instructional strategies to improve learning.

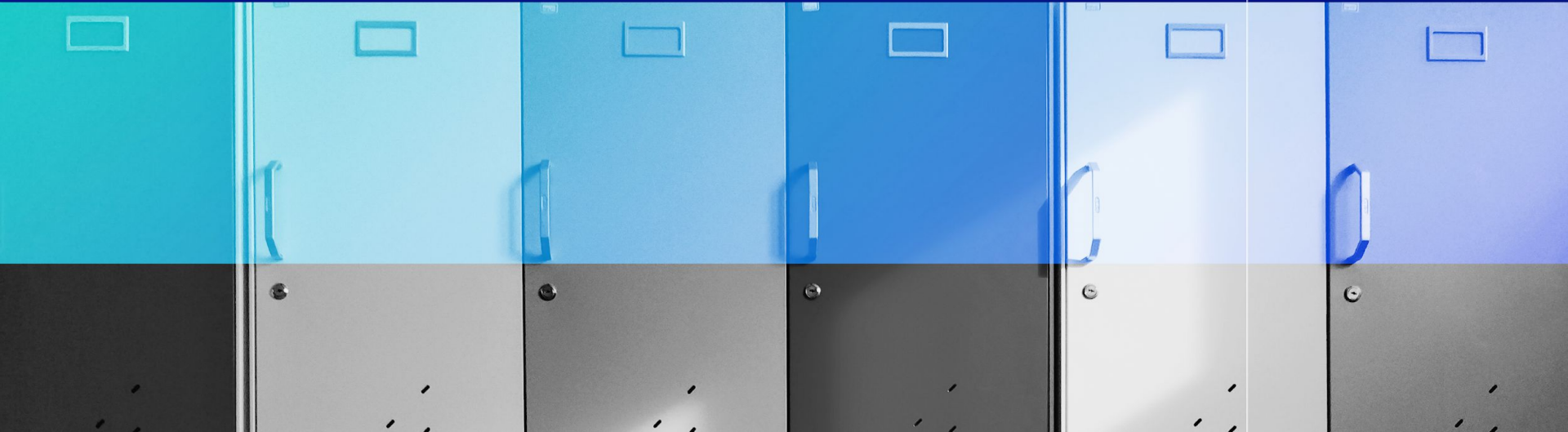
STRATEGIES from the Action Plan:

- Training of counseling staff
- Training of instructional staff in the McREL instructional strategies
- Ongoing training for administrators through ESU 13
- Implementation of new walkthrough form
- Development of a foundation for MTSS systems

OBSERVATIONS:

- Students referred to Character Strong tiered interventions
- Provided template of walkthrough form
- Instructional strategies observed: cooperative learning, providing feedback, retrieval practice, and communicating learning goals

Commendations & Recommendations





Commendation #1

The School Improvement Team has taken intentional, actionable steps over the past three years leading to foundational district-wide improvement.

- Strategic planning dashboard
- SEBL materials, counseling staff
- Implementation of streamlined systems
- Teacher leaders effectively represent and amplify the teachers' voices
- District values professional development (willingness to bring in experts to guide the process)

“We don't just want to look good, we want to be good.”



Commendation #2

The district demonstrates a strong sense of connection, purpose, and community pride, emphasizing that living out their mission is an everyday commitment, not a long-term slogan.

- Staff and students feel safe and secure
- Pride and involvement
- “Branding”
- Strong relationships
- Culture and Climate Committee

“Get Up Bobcat Nation serves as a unifying, motivational rallying call that embodies pride, resilience, and community spirit.”



Commendation #3

District leadership has made strategic decisions to strengthen and sustain district resources.

- General Fund balance showed significant increase during the 5 year cycle, providing stability and flexibility to prioritize spending
- Building the district Building Fund to support district facility priorities
- Fiscal responsibility
- Facilities are clean and appear to be updated with safety/security and school pride in mind

“Through all of the changes, the teachers were consistent and showed up for the students.”



Recommendation #1

Strengthen, deepen, and sustain implementation of evidence-based practices that are tied to current goals.

- Continue work with evidence-based practices and McREL
- Continue utilizing teacher leaders to drive this work
- Administration should engage as learners alongside staff, modeling instructional leadership
- Compliance vs student engagement (student ownership)
- Not an additional initiative, but a continuation of your current work that strengthens alignment and shared language
- Evidence-based strategies around the Science of Reading



Recommendation #2

Strengthen MTSS processes and systems.

- Strong Tier 1 instruction and materials (Science of Reading)
- Curriculum alignment (Vertical and Horizontal)
- Analyze student percentiles and growth trends regularly to identify student needs and inform instruction
- High ability programming
- Formalize processes
- Menu of evidence-based interventions to use during a dedicated intervention block



Office of
Accreditation,
Certification, and
Approval



The External Team would like to thank the school community for welcoming us and allowing us to experience your school system.

EXTERNAL TEAM *Jadie, Lisa, Katie, Chris, Mandy, & Erin*



ACCREDITATION

2025-26 Rule 10 Public School System Assurance Statement

Purpose: The Annual Assurance Statement serves to affirm School District compliance with the accreditation requirements of Rule 10.

003.07 Assurance Statement. Each school system shall, by November 1 of each year, submit to the Department an Assurance Statement, as prescribed by the Department, signed by a representative of the school system governing body affirming compliance or specifically noting any noncompliance with the regulations contained in this Chapter. Assurance Statements received after 11:59 p.m. on November 1, will be considered late and subject to a formal notice of noncompliance.

An abbreviated Rule 10 compliance checklist is available [HERE](#)

Regulatory questions directed to nde.accreditation@nebraska.gov

Survey Support questions directed to nde.research@nebraska.gov

District: HEMINGFORD_PUBLIC_SCHOOLS

District ID: 07-0010-000

Instructions on How to Complete the Rule 10 Public School Assurance Statement

1. Please review the list of compliance areas required under 92 NAC 10 and check YES or NO to reflect whether or not your district is meeting the regulation. In certain cases, the compliance requirement may not pertain to your district, in which case you can simply respond with "N/A".

2. For unmet regulations, please indicate a “No” on the appropriate Regulation number. At the end of the each section a text box is available for the school representative to describe the context of non-compliance and any efforts that are being made to address and/or correct the regulation. The Accreditation Section will respond to individual school systems and communicate requests for additional Plans of Correction as needed.

3. Your electronic signature will be required at the end of the Rule 10 Assurance Statement. The signature must be time stamped by 11:59 p.m. on November 1st. Users will also be able to download a PDF of responses for their records.

As you complete the Assurance Statement, your responses will be saved automatically. There is no need to click any sort of "save" button. If you must close your web browser before completing the form, simply return and complete any remaining items.

Thank you for your time and attention to this important annual requirement.

For each area of compliance, please select the appropriate response.

*** Code Section 003: Mandatory Requirements for Legal Operation**

	Yes	No
003.01 Certificated Teachers and Administrators	<input checked="" type="radio"/>	<input type="radio"/>
003.05 Graduations requirements: Language Arts = 40 credits	<input checked="" type="radio"/>	<input type="radio"/>
003.05 Graduations requirements: Math = 30 credits	<input checked="" type="radio"/>	<input type="radio"/>
003.05 Graduations requirements: Science = 30 credits	<input checked="" type="radio"/>	<input type="radio"/>
003.05 Graduations requirements: Social Studies / History = 30 credits	<input checked="" type="radio"/>	<input type="radio"/>
003.06 School Year meets the 400/1032/1080 hours of instruction	<input checked="" type="radio"/>	<input type="radio"/>
003.08 Reports are submitted by due dates	<input checked="" type="radio"/>	<input type="radio"/>

003.12 Period of time established for recitation of Pledge of Allegiance (K-12) Yes No

*** Code Section 004: Curriculum and Standards**

	Yes	No
004.01A Board-approved instructional program based on written purposes or standards	<input checked="" type="radio"/>	<input type="radio"/>
004.01A Board-approved instructional program based on written purposes or standards provided to each certificated staff member	<input checked="" type="radio"/>	<input type="radio"/>
004.01B Adopted academic content standards in accordance with Rule 10 guidelines	<input checked="" type="radio"/>	<input type="radio"/>
004.01C Written guides, frameworks, and standards for all other curricular areas	<input checked="" type="radio"/>	<input type="radio"/>
004.01C Written descriptions of the library media and guidance programs	<input checked="" type="radio"/>	<input type="radio"/>
004.01D Writing experiences incorporated in all curricular areas K-12	<input checked="" type="radio"/>	<input type="radio"/>
004.01E Educational computer/technology incorporated in instructional programs at all grade levels	<input checked="" type="radio"/>	<input type="radio"/>
004.01F Multicultural education incorporated in all curricular areas at all grade levels	<input checked="" type="radio"/>	<input type="radio"/>
004.01F1 Statement of philosophy or mission and goals for the multicultural education program	<input checked="" type="radio"/>	<input type="radio"/>
004.01F2 Multicultural education incorporated in curriculum guides, frameworks, or standards	<input checked="" type="radio"/>	<input type="radio"/>
	Yes	No
004.01F3 Multicultural education program includes process for selecting appropriate instructional materials	<input checked="" type="radio"/>	<input type="radio"/>
004.01F4 Process for provision of staff development for all administrators, teachers, and support staff in multicultural education	<input checked="" type="radio"/>	<input type="radio"/>
004.01F5 Process for periodic assessment of multicultural education program	<input checked="" type="radio"/>	<input type="radio"/>
004.01F5 Annual status report on multicultural education provided to local board of education	<input checked="" type="radio"/>	<input type="radio"/>

004.02A Elementary weekly schedule includes Reading/Language Arts	<input checked="" type="radio"/>	<input type="radio"/>
004.02A Elementary weekly schedule includes Mathematics	<input checked="" type="radio"/>	<input type="radio"/>
004.02A Elementary weekly schedule includes Social Studies	<input checked="" type="radio"/>	<input type="radio"/>
004.02A Elementary weekly schedule includes Science	<input checked="" type="radio"/>	<input type="radio"/>
004.02A Elementary weekly schedule includes Health	<input checked="" type="radio"/>	<input type="radio"/>
004.02A Elementary weekly schedule includes P.E.	<input checked="" type="radio"/>	<input type="radio"/>
	Yes	No
004.02A Elementary weekly schedule includes Visual Arts	<input checked="" type="radio"/>	<input type="radio"/>
004.02A Elementary weekly schedule includes Music	<input checked="" type="radio"/>	<input type="radio"/>
004.02B Kindergarten – all age eligible children admitted on an unqualified basis §79-214(2)	<input checked="" type="radio"/>	<input type="radio"/>
004.02B2 Board-approved recognized assessment procedure for determining early admittance to kindergarten	<input checked="" type="radio"/>	<input type="radio"/>
004.02C Athletic contests not to include K-6 unless exception applies due to enrollment numbers	<input checked="" type="radio"/>	<input type="radio"/>
004.03A Middle grades includes instruction in Reading	<input checked="" type="radio"/>	<input type="radio"/>
004.03A Middle grades includes instruction in Language Arts	<input checked="" type="radio"/>	<input type="radio"/>
004.03A Middle grades includes instruction in Mathematics	<input checked="" type="radio"/>	<input type="radio"/>
004.03A Middle grades includes instruction in Social Studies	<input checked="" type="radio"/>	<input type="radio"/>
004.03A Middle grades includes instruction in Science	<input checked="" type="radio"/>	<input type="radio"/>
	Yes	No
004.03A Middle grades includes instruction in Health	<input checked="" type="radio"/>	<input type="radio"/>
004.03A Middle grades includes instruction in Art	<input checked="" type="radio"/>	<input type="radio"/>

004.03A Middle grades includes instruction in Music	<input checked="" type="radio"/>	<input type="radio"/>
004.03A Middle grades includes instruction in P.E.	<input checked="" type="radio"/>	<input type="radio"/>
004.03B Career education is included in the middle grades program	<input checked="" type="radio"/>	<input type="radio"/>
004.03C Interscholastic athletic contests (grades 7 and 8) do not exceed number allowed in Rule 10	<input checked="" type="radio"/>	<input type="radio"/>
004.04A High School Program consists of 400 instructional units	<input checked="" type="radio"/>	<input type="radio"/>
004.04B1 Language Arts - 60 instructional units	<input checked="" type="radio"/>	<input type="radio"/>
004.04B2 Social Science - 40 instructional units	<input checked="" type="radio"/>	<input type="radio"/>
004.04B3 Mathematics - 40 instructional units	<input checked="" type="radio"/>	<input type="radio"/>
	Yes	No
004.04B4 Science - 40 instructional units	<input checked="" type="radio"/>	<input type="radio"/>
004.04B5 World Language - 20 instructional units or 2 years of daily classes in the same language	<input checked="" type="radio"/>	<input type="radio"/>
004.04B6 Career Education - 80 instructional units	<input checked="" type="radio"/>	<input type="radio"/>
004.04B7 Personal Health and Physical Fitness - 20 instructional units or 2 years of daily classes in personal health and physical fitness (Note: Inclusion of CPR in the curriculum)	<input checked="" type="radio"/>	<input type="radio"/>
004.04B7 Practice for and participation in interscholastic athletic activities not used as substitute for any part of personal health and physical fitness requirement	<input checked="" type="radio"/>	<input type="radio"/>
004.04B8 Visual and Performing Arts - 40 instructional units	<input checked="" type="radio"/>	<input type="radio"/>
004.04B8 Visual and Performing Arts - 40 instructional units including Instrumental Music	<input checked="" type="radio"/>	<input type="radio"/>
004.04B8 Visual and Performing Arts - 40 instructional units including Vocal Music	<input checked="" type="radio"/>	<input type="radio"/>
004.04B8 Visual and Performing Arts - 40 instructional units including Visual Arts	<input checked="" type="radio"/>	<input type="radio"/>
	<input checked="" type="radio"/>	<input type="radio"/>

004.04D2b(e) Availability of properly endorsed monitor with aligned Distance Learning course generating instructional units

For each area of compliance, please select the appropriate response.

*** Code Section 005: Statewide System for Assessment of Student Learning and for Reporting the Performance of School Districts**

	Yes	No
005.01A Assessment according to Appendix E/Performance Reporting	<input checked="" type="radio"/>	<input type="radio"/>
005.02 Report of student achievement provided to NDE	<input checked="" type="radio"/>	<input type="radio"/>
005.03 Student assistance process designed to provide problem solving and intervention strategies	<input checked="" type="radio"/>	<input type="radio"/>

*** Code Section 006: Media and Technology Resources**

	Yes	No
006.01A Library media area(s) available all day	<input checked="" type="radio"/>	<input type="radio"/>
006.01A Library media resources properly cataloged according to standard classification system	<input checked="" type="radio"/>	<input type="radio"/>
006.01A Encyclopedia or electronic format copyrighted in past five years	<input checked="" type="radio"/>	<input type="radio"/>
006.01B Elementary acquires new library media resources in accordance with Rule 10 guidelines	<input checked="" type="radio"/>	<input type="radio"/>
006.01C Middle level acquires library media periodicals in accordance with Rule 10 guidelines	<input checked="" type="radio"/>	<input type="radio"/>
006.01D Secondary level acquires library media periodicals in accordance with Rule 10 guidelines	<input checked="" type="radio"/>	<input type="radio"/>

*** Code Section 007: Instructional Staff**

	Yes	No	N/A
007.01A 95% of elementary teachers appropriately endorsed	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

007.01B Pre-kindergarten coordinator has at least 9 credit hours in Early Childhood Education (If not applicable, select N/A)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
007.02A 90% of middle grades teachers appropriately endorsed	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
007.03A 80% of instructional units offered in secondary grades assigned to appropriately endorsed teachers	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
007.04A ½ FTE media specialist endorsed or acquiring 6 hours per year of professional development or college credit	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
007.04A1 Building library media specialist staff in required ratio	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
007.05A Guidance staff – in required ratio; endorsed or acquiring 6 hours per year in professional development or college credit	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
007.05B Guidance staff – in required ratio for middle/secondary grades	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
007.05C Elementary guidance program and services: 300 or more students (If not applicable, select N/A)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
007.06A Certificated employee evaluation policy – approved by NDE	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Yes	No	N/A
007.07A Each teacher participates in at least ten hours of staff development activities each year	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

For each area of compliance, please select the appropriate response.

*** Code Section 008: Administrative Staff**

	Yes	No	N/A
008.02A Elementary administration: Elementary principal or superintendent	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
008.02A Elementary administration: 10+ teachers, half-time principal (If not applicable, select N/A)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
008.02A Elementary administration: 20+ teachers, full-time principal (If not applicable, select N/A)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
008.03A Middle grades principal, endorsement required	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

required

008.03B Middle grades administration: Middle grades principal	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
008.03B Middle grades administration: 10+ teachers, half-time principal (If not applicable, select N/A)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
008.03B Middle grades administration: 20+ teachers, full-time principal (If not applicable, select N/A)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
008.04A Secondary administration: Secondary principal	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
008.04A Secondary administration: 10+ teachers, half-time principal (If not applicable, select N/A)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
008.04A Secondary administration: 20+ teachers, full-time principal (If not applicable, select N/A)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Yes	No	N/A
008.05A Head administrator has superintendent's endorsement	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
008.05B Other administrators hold appropriate endorsements (If not applicable, select N/A)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
008.05C All required certificates and permits on file in school administrative office	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

*** Code Section 009: Continuous School Improvement**

	Yes	No
009.01A Multicultural education incorporated in continuous school improvement plan	<input checked="" type="radio"/>	<input type="radio"/>
009.01A Review and update of mission and vision statements incorporated in continuous school improvement plan	<input checked="" type="radio"/>	<input type="radio"/>
009.01A Collection and analysis of data including student performance, demographics, learning climate, and former high school students incorporated in continuous school improvement plan	<input checked="" type="radio"/>	<input type="radio"/>
009.01A Selection of improvement goals including at least one academic achievement goal incorporated in continuous school improvement plan	<input checked="" type="radio"/>	<input type="radio"/>
	<input checked="" type="radio"/>	<input type="radio"/>

009.01A Development and implementation of an improvement plan aligned to a professional development plan incorporated in continuous school improvement plan		
009.01A Evaluation of progress incorporated in continuous school improvement plan	<input checked="" type="radio"/>	<input type="radio"/>
009.01B External team visit hosted every 5 years	<input checked="" type="radio"/>	<input type="radio"/>

*** Code Section 010: Accountability Reporting**

	Yes	No
010.01A Annual written report of performance, demographics, improvement goals, financial information	<input checked="" type="radio"/>	<input type="radio"/>
010.01B Policy for preparing and distributing annual report of performance (010.01A)	<input checked="" type="radio"/>	<input type="radio"/>

*** Code Section 011: School Environment**

	Yes	No
011.01A Safe, healthful, and sanitary conditions maintained in each building including meeting fire, safety, and health codes	<input checked="" type="radio"/>	<input type="radio"/>
011.01B Safety and security plan	<input checked="" type="radio"/>	<input type="radio"/>
011.01C Safety and security committee	<input checked="" type="radio"/>	<input type="radio"/>
011.01D Safety and security plan reviewed annually including a visit	<input checked="" type="radio"/>	<input type="radio"/>
011.01E Seclusion and Restraints policy	<input checked="" type="radio"/>	<input type="radio"/>
011.01F Bullying policy	<input checked="" type="radio"/>	<input type="radio"/>
011.01G Dating violence policy	<input checked="" type="radio"/>	<input type="radio"/>

*** Code Section 012: School System Governance**

	Yes	No
012.01A Written board policies accessible in each building	<input checked="" type="radio"/>	<input type="radio"/>
	<input checked="" type="radio"/>	<input type="radio"/>

012.01B Written policy assuring schools meet instructional hours requirement (400 for kindergarten, 1032 for elementary, 1080 for high school (9-12))

012.01C Ratio (pupils to certificated staff) 25 to 1



*** Appendix F - Statutory Compliance**

Yes

No

School Board has an Americanism Committee to carry out §79-724



Character education instruction emphasis in public and nonpublic classrooms §79-725



Public, private, denominational, and parochial schools educate staff as outlined in The Seizure Safe Schools Act §79-3201



Meet Financial Literacy component as outlined in NE Revised Statute 79-3001 through 79-3004



*** Name** (first name, last name)

Travis Miller

*** Date** (mm/dd/yyyy)

10-14-2025

*** Email**

tmiller@gubn.org

*** Signature (use your mouse if on a desktop, or your finger if on a mobile device)**

1. [191933489-150378642-signature.png](#)



Please note that by clicking the "Submit" button below, your responses will be submitted to the Nebraska Department of Education. Please review all of your responses carefully as you will not be able make any changes upon clicking the "Submit" button.



October 24, 2025

Dr. Travis Miller
Hemingford Public Schools
911 Niobrara Ave.
Hemingford, NE 69348

Dear Dr. Miller,

On behalf of JAG Nebraska, I want to thank you for your continued partnership and commitment to empowering students through career development and employability training. It is truly an honor to work alongside you and your team to provide meaningful opportunities that help students build a strong foundation for their future success.

As we look ahead, we remain steadfast in our mission to deliver high-quality programming to Nebraska students. Due to unforeseen challenges in the federal funding landscape and a steady increase in operational costs, JAG Nebraska must gradually adjust the local contribution required to sustain programming. Beginning in Fiscal Year 2028, we will increase the district contribution by \$2,500 annually until reaching a final annual contribution of \$22,500 in FY 2032. This phased approach will help ensure the continued quality of our services while giving districts time to plan accordingly. At the maximum contribution, this will account for less than 25% of the total cost of your district's JAG Nebraska program.

The first two years of a program will remain fully funded by United Way of the Midlands through a combination of state and philanthropic support. The annual increase will not begin until a district's third year of programming, allowing new districts time to establish the program. With this new change, your district's contribution will be \$12,500 for the 2028-2029 school year.

We are grateful for your partnership and understanding as we take steps to protect the long-term sustainability of this valuable program. If you have any questions or would like to discuss this in more detail, I would be happy to set up a time to talk.

Thank you again for your support of JAG Nebraska and the students we serve together.

Warm regards,

Matthew Wallen
Chief Operating Officer
United Way of the Midlands

JAGNEBRASKA.ORG

District	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Alliance	1530	1384	1504	1522	1528	1525	1500	1450	1397	1321	1314	1362	1303	1301	1279	1280	1222	1181
Banner County	168	178	171	158	140	144	155	156	146	141	120	120	156	134	142	132	120	117
Bayard	439	425	414	393	415	428	406	373	394	372	365	357	344	321	305	303	291	267
Bridgeport	508	505	489	504	468	470	474	477	461	453	446	445	454	470	492	501	499	488
Chadron	907	957	903	883	889	850	840	833	877	888	895	924	908	900	905	866	837	839
Crawford	220	216	219	224	220	213	208	208	204	201	188	168	152	158	156	154	156	145
Creek Valley	254	250	271	252	252	256	231	251	230	197	180	187	190	179	160	163	173	169
Garden County	263	250	239	237	218	216	224	250	246	240	238	241	203	214	181	197	198	220
Gering	2094	2013	2062	2075	2074	2065	1980	1952	1909	1831	1825	1791	1737	1756	1767	1755	1721	1715
Gordon-Rushville	709	703	700	694	679	650	624	594	610	574	563	561	494	515	496	488	479	465
Hay Springs	188	159	130	129	141	155	155	171	166	166	178	186	188	186	189	192	184	200
Hemingford	352	367	378	371	353	380	381	382	393	402	423	409	375	371	375	362	369	359
Kimball	545	538	506	533	514	494	494	473	435	406	388	363	361	360	364	368	363	366
Leyton	234	221	200	202	212	216	213	206	202	184	158	164	137	146	132	145	162	151
Minatare	209	226	220	216	227	217	213	200	198	191	182	171	158	148	143	132	133	137
Mitchell	646	628	653	652	639	638	656	640	618	632	671	659	594	587	569	554	606	605
Morrill	416	392	393	380	360	351	319	344	348	356	360	347	352	335	295	279	238	235
Potter-Dix	207	191	196	195	193	193	172	168	163	174	186	180	179	158	161	161	166	142
Scottsbluff	2735	2793	2864	2943	2994	2994	3152	3184	3289	3312	3268	3315	3236	3220	3268	3203	3179	3103
Sidney	1212	1227	1263	1240	1233	1279	1289	1341	1305	1254	1191	1173	1166	1196	1149	1100	1050	1011
Sioux County	98	89	92	87	107	104	95	92	104	96	97	90	96	96	81	86	75	68
TOTAL	13934	13712	13867	13890	13856	13838	13781	13745	13695	13391	13236	13213	12783	12751	12609	12421	12221	11983
Change from previous		-222	155	23	-34	-18	-57	-36	-50	-304	-155	-23	-430	-32	-142	-188	-200	-238

Hemingford Public School District # 10 Policy Review Schedule : Revised September 2025

September 2025	section 100 : 100 - 104.01 end	8 policies total
October 2025	section 200 : 200.00 - 204.01	25 policies total
November 2025	section 200 : 204.02 - 206.05 end	25 policies total
December 2025	section 300 : In full	27 policies total
January 2026	section 400 : 400 - 403.07	27 policies total
February 2026	section 400 : 403.08 - 406.09	27 policies total
March 2026	section 400 : 406.50 - 411.53	27 policies total
April 2026	section 400 : 412.01 - 415.50 end	28 policies total
May 2026	section 500 : 500 - 504.04	26 policies total
June 2026	section 500 : 504.04R1 - 504.23	26 policies total
July 2026	section 500 : 504.24 - 508.01	26 policies total
August 2026	section 500 : 508.01E1 - 50801E4_end	25 policies total
September 2026	section 600 : 600 - 605.06	27 policies total
October 2026	section 600 : 605.07 - 610.02	26 policies total
November 2026	section 600 : 611.01 - 612.17 end	26 policies total
December 2026	section 700 : 700 - 705.02	18 policies total
January 2027	section 700 : 705.03 - 716.00 end	18 policies total
February 2027	section 800 : In full	27 policies total
March 2027	section 900 : In full	26 policies total
April 2027	section 1000 : In full	23 policies total